

**REQUEST FOR PROPOSALS
FOR**

VANPOOL DEMONSTRATION PROGRAM

RFP NO. 000064

A Pre-Proposal Conference will be held on:

January 7, 1997

Stephen P. Clark Center., 111 N.W. First Street
Large Conference Room, 9th Floor at 2:00 p.m.

Issuing Agency:

METROPOLITAN PLANNING ORGANIZATION (MPO)

111 N.W. First Street, Suite #910

Miami, FL 33128

Contact Person: Maria Crowley

Phone Number: (305) 375-4507

SUBMISSIONS ARE DUE AT THE ADDRESS BELOW

NO LATER THAN

JANUARY 31, 1997, AT 1:00 P.M.

METRO-DADE COUNTY

CLERK OF THE BOARD OF COUNTY COMMISSIONERS

SUITE 210, STEPHEN P. CLARK CENTER

111 N.W. 1st STREET

MIAMI, FLORIDA 33128

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS PROPOSAL AT THE OFFICE OF THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE COUNTY AND THE MPO WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURRENCE.

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SECTION 1: REQUEST FOR PROPOSALS OVERVIEW AND PROPOSAL PROCEDURES

1.1 Introduction

The Metropolitan Planning Organization for the Miami Urbanized Area, hereinafter referred to as the "MPO", is the office responsible for carrying out a coordinated, comprehensive, and continuing transportation planning process in Dade County. The MPO was created as required by Chapter 163.01 of the Florida Statutes and established by an Interlocal Agreement between Dade County and the Florida Department of Transportation (FDOT). The MPO is the authority on all local transportation planning matters and ensures that all entities engaging in transportation related activities conform with federal laws. The MPO approves the development and deployment of highways, mass transit and other transportation facilities and services. Federal guidelines require that federally funded transportation programs be consistent with MPO approved plans.

The MPO is requesting proposals from transportation providers interested in contracting with the MPO for the development and implementation of a vanpool demonstration program including, but not limited to, the lease of vehicles and the provision of maintenance, repair, insurance, marketing, ride-matching services and fleet administration. It is estimated that the number of vehicles leased will total 25 in year 1, 50 in year 2, and 75 in year 3. The actual total may vary depending upon, among other considerations on public demand. This program is the result of the "Congestion Mitigation: Public-Private Partnership Study" conducted by the MPO in March 1994. The term of the contract is one (1) year with two (2) additional one (1) year extensions which may be exercised at the sole option of the MPO. The objective of the vanpool program is to provide vans to individuals traveling together on a regular basis to work, as well as to institutions, businesses, agencies and other organizations. In order to provide an incentive to the employers, these vans may also be used for other public transportation services, such as: shuttle service to transit facilities and park & ride lots, or any other innovative transportation services. The service area shall be limited to the South Florida region comprised of Dade, Broward, Palm Beach and Monroe counties with limitations imposed by the contract.

It is anticipated that the vanpool demonstration program will function as follows. A committee including State and County officials will be appointed by the County Manager to evaluate those individuals and/or entities submitting applications to participate in this program. Those applicants recommended to participate in the program will be submitted to the selected provider for further evaluation and training. Each participant will be required to enroll in the program and pay the appropriate monthly fare. The capacity of the vans will vary from 8 to 15 passengers according to the size of the group. One of the participants will serve as a volunteer vanpool driver and will enter into a lease arrangement with the selected Proposer thereby accepting responsibility for the van. Back-up drivers will also be required. Criteria and procedures for driver training shall be established in the training and operation manuals as discussed in Section 2.6.11 of this RFP.

1.2 RFP Timetable

The anticipated schedule for the RFP and contract approval is as follows:

<input checked="" type="checkbox"/> RFP Available for distribution	December 20, 1996
<input checked="" type="checkbox"/> Pre-Proposal Conference	January 7, 1997
<input checked="" type="checkbox"/> Deadline for submission of questions	January 14, 1997
<input checked="" type="checkbox"/> MPO responses to questions	January 21, 1997
<input checked="" type="checkbox"/> Submission of Proposals Deadline	January 31, 1997
<input checked="" type="checkbox"/> Evaluation/Selection Process	February 10, 1997
<input checked="" type="checkbox"/> Oral presentation, (if needed)	February 18, 1997
<input checked="" type="checkbox"/> Anticipated MPO Governing Board approval	March 1997
<input checked="" type="checkbox"/> Projected Contract start-up	April 1997

1.3 RFP Availability

Copies of the RFP are available by visiting, phoning, or writing:

Metropolitan Planning Organization
Stephen P. Clark Center
111 NW 1st Street, Suite 910
Miami, FL 33128
Telephone: (305) 375-4507
Fax: (305) 375-4950

1.4 Contact Person

The contact person for this RFP is Maria Crowley at (305) 375-4507. Explanations desired by proposers regarding the meaning or interpretation of the RFP must be requested from the contact person, in writing, as is further described below.

Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with MPO personnel or any other person related to this RFP is permitted, except as authorized by the contact person. Any such unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the proposer's submittal.

1.5 Proposal Submission Procedure

An unbound original and eleven (11) copies [a total of twelve (12)] of the complete Technical and Price proposal must be received by January 31, 1997 at 1:00 PM.

The original, all copies, and a separate sealed price envelope must be submitted in a sealed folder or box to:

Metro Dade County
Clerk of the Board of County Commissioners
Suite 210, Stephen P. Clark Center
111 N.W. First Street
Miami, Florida 33128

On the face of the outside envelope or box the Proposer's name and business address, telephone number, due date, and the RFP title and control number are to appear, as shown in Section 3.2. Hand-carried proposals may be delivered to the above address only between the hours of 8:00 AM and 4:30 PM, Mondays through Fridays, excluding holidays observed by Dade County.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The Technical Proposal and the Price Proposal Form are required to be submitted in a separate envelope and both must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer. Proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the documents must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the County as constituting an offer by the proposer to perform the required services at the stated price. Exhibit # 1 shows the Official Proposal Form.

1.6 Pre-Proposal Conference

The Pre-Proposal Conference will be held in the Metro-Dade Center 111 NW 1st St. Miami, FL 33128, 9th Floor Large Conference Room, at 2:00 p.m., January 7, 1997. Attendance is recommended, but not mandatory. Proposers are encouraged to submit written questions to the contact person in advance of the pre-proposal conference.

NOTE: Companies or individuals planning to attend the Pre-Proposal Conference, please call in advance and notify the contact person: Maria Crowley at phone number (305) 375-4507.

1.7 Additional Information/Addenda

Requests for additional information or clarification must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (305) 375-4950. Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number and facsimile number.

The Evaluation Committee will respond to each proposer's request(s) under this procedure in writing. The written determination will be mailed or otherwise furnished to the proposer before the date scheduled for opening of the proposal. The County shall be the sole and final judge regarding the utilization of equivalent vehicles or parts.

The County will issue responses to inquires and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in the RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. It is the proposer's responsibility to assure receipt of all addenda. The proposer should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals. Exhibit # 2 shows the format to be used for keeping a record of all addendum to this RFP.

1.8 Modified Proposals

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The Evaluation Committee will only consider the latest version of the proposal.

1.9 Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only prior to the Proposal Due Date or upon the expiration of 180 days after the opening of proposal and if received by the contact person prior to award.

1.10 Late Proposals, Late Modifications and Late Withdrawals

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received either after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

1.11 RFP Postponement/Cancellation

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

Furthermore, no damages shall be recovered by any challenger as a result of these determinations or decisions by the County.

1.12 Costs Incurred by Proposers

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the MPO Governing Board.

1.13 Vendor Application

Prospective proposers should register with the GSA Procurement Management Division, as this will assure that they receive notice of solicitations when they are issued by the County. The successful Proposer(s) must register prior to award, as failure to register will result in rejection of their proposal.

Registration requires that a business entity complete a vendor registration application, available through GSA Procurement Management Division, and submit an annual administrative fee to help defray the increasing cost of preparing, issuing and evaluating solicitations.

It is the responsibility of the business entity to update its application concerning any changes, such as new address, telephone number, commodities, etc.

Potential proposers may contact the Office of Vendor Assistance at (305) 375-5289 for guidance in completing the GSA Procurement Management Division Vendor Registration Application.

1.14 Oral Presentations

The County may require proposers to give oral presentations in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. These oral presentations will be scheduled as needed.

1.15 Dade County Lobbyist Registration Affidavit

Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Metropolitan Dade County, the enclosed Exhibit # 3: "Lobbyists Registration for Oral Presentation Affidavit" must be completed, notarized and included with the proposal submission. Lobbyist specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. Individuals substituted for or added to the presentation team after submittal of the proposal and filing by staff, must register with the Clerk of the Board and pay all applicable fees.

NOTE: Other than for the oral presentation, proposers who wish to address the Governing Board of the Metropolitan Planning Organization, County Commission, County Board or committee concerning any actions, decisions or recommendations of County or MPO personnel regarding

this RFP must register with the Clerk of the Board (Form BCCFORM2DOC) at the address indicated in Section 1.5 and pay all applicable fees.

1.16 Exception to the RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states that exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. If an exception is taken with respect to any requirements in the Scope of Services, the proposer must be specific and indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank proposals and the cost implications of the exception (if any).

If any exception is taken to the terms and conditions of the draft agreement, the proposer must explain the reason for the exception(s). If no exception is stated the County will assume that the proposer will accept all terms and conditions. The proposer shall explain in writing the cost implications of any exception(s) to the terms and conditions and indicate the net dollar effect of each exception. Exceptions shall be referenced by utilizing the corresponding article number(s) in the draft agreement attached to the RFP. However, the County is under no obligation to accept any proposed revision to the terms and conditions and may terminate negotiations with the proposer, as further defined in paragraph 1.21 below.

1.17 Quarterly Reporting, When Sub-Contractors are Utilized

Proposers are advised that when sub-contractors are utilized to fulfill the terms and conditions of this contract, Metropolitan Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the successful contractor(s) to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Black, Hispanic, and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

1.18 Independent Private Sector Inspector General Reviews

Pursuant to Metropolitan Dade County Administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and under no circumstance shall the proposer's cost/price for this RFP, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees, and assignees. Nothing contained in this provision shall impair any independent right of the County to

conduct an audit, or investigate the operations, activities, and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the MPO or the County by the selected Proposer or third party.

1.19 Business Activity With and Travel to Cuba

Proposers are advised to review the attached Cuba Affidavit which in accordance with Metropolitan Dade County Resolutions Nos. 202-96 and 206-96, as implemented by Administrative Order No. 3-12, restricts purchases from firms conducting business with the Country of Cuba or whose principals have traveled to Cuba in violation of U.S. travel restrictions. Prior to the issuance of any award the successful Proposer(s) is required to complete, notarize and file the Cuba Affidavit with the County. Failure by the selected Proposer(s) to file this Cuba Affidavit will result in the rejection of its proposal. (See Appendix C in Sample Contract)

1.20 Proprietary/Confidential Information

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of the proposals in compliance with Chapter 286, Florida Statutes, popularly known as the "Government in the Sunshine Law".

1.21 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the proposer's best terms from a cost or price and technical standpoint.

The County reserves the right to enter into contract negotiations with the selected proposer. If the County and the proposer cannot negotiate a successful contract the County may terminate said negotiations and begin negotiations with another selected proposer. This process will continue until a contract has been executed or all selected proposers have been rejected. No proposer shall have any rights against the County arising from such negotiations or termination thereof.

1.22 Rights of Appeal

Any proposer may protest any recommendations for contract award in accordance with the procedures contained in Dade County Ordinances 94-26, 94-72, and Section 2-8.4 of the Dade County Code.

Under Circular 4220.1B, the Federal Transit Administration (FTA) has substantially limited its review of bid protests recognizing that most protest issues are best resolved at the local level. The protests received during the competitive process will be handled pursuant to Ordinance 94-26 adopted on February 1, 1994, and as revised by Ordinances 94-72 on May 5, 1994 and 95-66 on April 4, 1995.

1.23 Rules, Regulations, Licensing Requirements

Proposers shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations and procedural requirements whether Federal, State, or local which are applicable to or in any manner affect the performance of this contract and the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, statutes, ordinances, codes, rules and regulations, that may in any way affect the services offered, especially Executive Order No. 11246, entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60) and FDOT Rule 14-90, the American with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State, Federal directives, ordinances, rules, orders and laws relating to people with disabilities. Ignorance on the part of the Proposer will in no way relieve it from responsibility.

1.24 Opening of Proposals

The County reserves the right to postpone proposal opening for its own convenience.

1.25 Review of Proposals

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the 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 deem your proposal non-responsive. The County Manager will appoint a Selection Committee who will be responsible for reviewing and ranking the proposals received as a result of this RFP.

1.26 Single Response

In the event a single response is received, the MPO will conduct a price and technical analysis of the proposal. This analysis will compare other similar procurements based on competitive price and involving similar quantity and specifications. This analysis shall be made by competent and experienced auditors or price analysts.

In this case, the MPO shall submit to the Federal Transit Administration (FTA) all data, analyses and the decision prior to award of the contract, when required by FTA rules. The proposal may not be withdrawn for 180 calendar days.

1.27 Criminal Conviction

Pursuant to Ordinance No. 93-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an

officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at GSA Procurement Management/Office of Vendor Assistance at (305) 375-5289 for those individuals or firms requesting to disclose this information only.

1.28 Debarred Proposers/Contractors

A Proposer, including any of its officers or holders of a controlling interest, is obligated to inform the County whether or not it is or has been on any debarred proposer's list maintained by the United States Government. Should the proposer be included on such a list during the performance of this contract, it shall so inform the County. This procurement is subject to the Federal Transit Administration (FTA) Requirements regarding debarment and suspensions as described in FTA C 2015.1.

A Certification of Primary Participant regarding Debarment, Suspension, and other responsibility matters and, if applicable, a Certification of Lower-Tier Participants regarding Debarment, Suspension, and other ineligibility and voluntary exclusion, must be completed and submitted with the proposal (See Exhibit 5). The inability to provide the required certification will not necessarily result in denial of participation. A person who is unable to provide positive certification, must submit a complete explanation. FTA will consider the certification and any accompanying explanation in determining whether or not to allow participation in the project. Failure to furnish certification or an explanation may result in disqualification from participation.

1.29 Disadvantage Business Enterprise (DBE)

1. Policy

It is the policy of the MPO, Metro-Dade County and FDOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds extended pursuant to this RFP. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.

2. DBE Obligation

The selected proposer agrees to ensure that disadvantaged business enterprises as defined in 49 CFR part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard the MPO or its Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The MPO and their contractors shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

ALL MPO and Metro-Dade County contracts and subcontracts must include the above statements of DBE policy and obligation.

3. Stated Goal

A Stated Goal for this Contract is to have ten percent (10%) of the work performed by DBE firms.

1.30 Contract Format

In order to expedite the negotiation and contracting process, a copy of the County Standard Contract is included as an Appendix.

SECTION 2: SCOPE OF SERVICES

2.1 Intent

The Metropolitan Planning Organization (MPO) is seeking a qualified vanpool services company to implement a three year vanpool demonstration program for Dade County, Florida. The specific number of vans to be included in this program will depend upon the availability of funds, as indicated in section 2.2, and the price quoted by the selected proposer. The selected firm will provide all vehicles, maintenance, insurance, marketing, ride-matching services, staff, and cover other related expenses necessary to operate a vanpool demonstration program.

Any reference to the number of vans in this program is an estimate and does not represent a commitment to lease any particular number of vehicles.

2.2 Vanpool Program

This is the first time the MPO takes the initiative to implement a vanpool demonstration program in Dade County. Consequently, the MPO is interested in receiving proposals to implement such a program including the lease of the vans. The proposer shall provide an analysis of the elements required to run the program. These analyses should consider an intended budget of:

First Year	\$500,000.00
Second Year	\$250,000.00
Third Year	\$250,000.00

Note: Funds for the first and second year are available, funds for the third year are not presently available. Contractual obligations under this contract beyond the funding for fiscal year 1996 are contingent upon, among other things, the availability of appropriated funds for the vanpool program. Neither the County, nor the MPO, nor FDOT shall in any way be obligated beyond the funded fiscal year 1996. The term of the contract will be for a one year period with two (2) additional one (1) year extensions which may be exercised at the sole option of the MPO.

The proposers shall include in their proposals an estimated cost of the services for the second and third years. Exhibit # 4 shows the form in which costs will be presented and distributed. Additional pages may be added by the proposers for detailed analysis and explanations.

2.3 Vehicles

The selected proposer will provide brand new vehicles to be used in the vanpool demonstration program. The fleet will consist of passenger vans configured to seat from 8 to 15 passengers, as required by the demand of the vanpool groups. The vehicle delivery schedule shall be set by the MPO. Once an order for a vehicle(s) is placed, the selected proposer will deliver the unit(s) not later than thirty (30) days after the effective date of the order. The order shall be placed by the

MPO in writing, and can be cancelled at any time up to 30 days after delivery of the vehicle by written notice.

2.4 Vehicle Technical Specifications

The vans utilized in the Vanpool Demonstration Program shall meet all applicable Federal Motor Vehicle Safety Standards as of the date of the manufacture. The selected proposer shall provide the MPO with vehicles that meet the following minimum specifications:

1. Size

- Configuration for 8 to 15 passenger seating capacity
- Dimensions and gross vehicle weight rating (GVWR) will vary according to the size of the van

2. Engine

- V-6 / V-8 engine (specify cost difference and passenger carrying capacity difference); 4-speed automatic transmission and electronic fuel injection shall be provided according to the size of the van
- Minimum displacement shall be in accordance with the size of the van

3. Transmission

- Manufacturer's heavy duty 4-speed overdrive automatic transmission shall be provided, with heavy-duty transmission cooler

4. Cooling System

- A heavy-duty radiator shall be provided which is designed for use with heavy-duty air-conditioning

5. Suspension System

- Manufacturer's heaviest duty front and rear shock absorbers for the required GVW shall be provided

6. Electrical System

- The electrical system shall provide and distribute power to ensure satisfactory performance of all electrical components
- Precautions shall be taken to minimize hazards to operating and service personnel
- A heavy-duty alternator shall be provided with a minimum rating of 100 amp
- A heavy-duty battery shall be provided

- All electrical components including switches, relays, flashers and circuit breakers, shall be heavy-duty designs
- To the extent possible, all circuits shall be protected by manually resettable circuit breakers
- All breakers shall be labeled for function
- All after-market wiring shall meet National Electrical Code

7. Brake System

- Manufacturer's power front disc/rear drum brakes shall be provided
- Rear brakes shall be computer controlled anti-lock

8. Fuel Capacity

- As required according to the size of the van

9. Wheels and Tires

- All season steel belted radial tires shall be provided
- Tire load capacity shall be compatible with the vehicle GVWR
- Tires shall not cause vibration at speeds of up to 70 mph
- Standard bright hub caps shall be provided
- Spare tire with tire carrier under rear seat

10. Air Conditioning/Heater

- Front and rear air conditioning/heater shall be manufacturer's standard

11. Windows

- All windows will have tinted glass
- Windows shall be pop-out type for safety. A label explaining operation shall be affixed to each vented window
- Power windows shall be provided for driver and front passenger

12. Rear Defogger

- Rear door windows shall include an electric defogger

13. Mirrors

- Swing away, outside power adjustable mirrors will be provided at manufacturer's standard

14. Wipers

- Two-speed intermittent wipers and windshield washers shall be provided

15. Doors

- Front doors will be manufacturer's standard
- Full sized sliding or swinging side and dutch, hatchback or swinging rear cargo doors shall be provided
- Manufacturer's power door locks shall be provided on all doors

16. Air Bags

- Driver and front passenger air bags shall be provided

17. Seating and Interior Trim

- All upholstery and trim fabric shall be manufacturer's heavy-duty cloth fabric and seats shall be fully upholstered.
- High back seats with folding armrests shall, at a minimum be provided for the driver and front passenger
- All seats must be supplied with seat belts as required by Florida law
- Floor shall be carpeted with manufacturer's heavy duty automotive carpet
- Color coordinated floor mats shall be provided throughout
- Seating type and configuration will be later determined as appropriate

18. Walls and Ceiling

- Thermal insulation and sound proofing shall be best available from manufacturer
- The engine cover shall be vinyl and color coordinated with interior color

19. Lights

- A complete convenience light package shall be provided, including an engine compartment, dome, cargo and door courtesy lights

20. Bumpers

- Manufacturer's standard bumpers shall be provided

21. Body Color

- The color of all vans shall be manufacturer's standard white
- Repainting of the vehicle shall not be permitted

22. Interior Color

- Dashboard will match with interior color as appropriate

23. Striping/Decals

- Interior NO SMOKING decals shall be provided
- Van striping and logo application (to be determined after award) shall be provided
- Any and all vehicle markings shall be subject to approval by the MPO

24. Security Device

- An electronic disconnect switch (cut-off switch) which disables the van by cutting off the battery, the ignition system or the fuel system shall be provided
- This device should be accessible to the driver.

25. Radio

- Manufacturer's AM/FM stereo with four speakers (front/rear) shall be provided

26. Electronic Speed Control

- Manufacturer's standard electronic speed control shall be provided

27. Miscellaneous

- Power steering shall be provided
- Manufacturer's standard tilt steering wheel shall be provided
- All vans shall be thoroughly cleaned when delivered
- No dealer sticker or identification shall be affixed to the vans
- All fluids including, among others, fuel, oil and coolant shall be full upon delivery
- All manuals and documentation required shall be provided with the vans
- An electronic digital clock shall be provided

28. Other Required Equipment

- Reflective safety triangle kit (As approved by DOT)
- First aid kit (As approved by the National Safety Council) to be located under the driver or front passenger seat
- 5lb Fire extinguisher (ABC or approved equivalent) with metal head including vehicle bracket to be installed on the floor of the vehicle.

29. Handicap Equipment

- Lift-equipped vehicles shall have a minimum of an eight (8) passenger capacity (including driver). The number of vehicles will be specified as needed, and any modifications to the vehicles shall be adequate and appropriate, and conform to federal regulations and specifications, in order to accommodate the wheelchair inside the vans. The vehicles shall adhere to all code specifications and comply with all federal regulations where appropriate.
- The proposer shall provide the per vehicle lease price for a vehicle with the necessary handicap modifications.

30. Keys

- Three (3) complete sets of keys shall be provided

Proposers may submit to the MPO requests to utilize equivalent vehicles or parts. The proposer may also request a clarification relating to any items that have been included in this RFP or any addendum to the specifications. Such requests must be received by the MPO, in writing, by January 14, 1997, at the address indicated in Section 1.3 or by fax at (305) 375-4950. Facsimiles must have a cover sheet which includes proposer's name, address, number of pages transmitted, as well as, phone and fax numbers. Any requests must be fully supported with technical data, test results or any other pertinent information, as evidence that the substitute offered is equal to or better than that required by the specifications.

2.5 Fleet Maintenance

The selected proposer shall be required to provide both preventative maintenance and vehicle repair for all vehicles throughout the duration of the contract, as described below:

1. Preventive Maintenance

The selected proposer shall be responsible for developing a preventative maintenance schedule for all vehicles. This preventative maintenance schedule shall at a minimum thoroughly outline maintenance responsibilities based on the manufacturer's preventative maintenance program. Unscheduled maintenance shall be coordinated by the vanpool driver with the selected proposer, as needed. The selected proposer shall submit monthly reports to the MPO detailing the maintenance activity on all vehicles in the vanpool demonstration program fleet, as indicated in Section 2.6.11.

2. Vehicle Repair

The selected proposer shall be responsible for developing and implementing vehicle repair procedures, including a list of all service establishments where repair work and preventative maintenance will be done. The selected proposer will assure that all vehicle

repairs are accomplished in a timely manner. A back-up van will be made available to the vanpool group whenever the regularly assigned van is in for scheduled or unscheduled maintenance or repair.

2.6 Management Services

The selected proposer shall provide a project coordinator who has the appropriate education and experience to administer the vanpool program within the service area. The selected proposer shall provide appropriate office space to the project coordinator and adequate secure storage area(s) for vans waiting to be placed in service. The project coordinator must have experience managing all aspects of vanpool services and must be approved by the MPO prior to the start of this contract.

The selected proposer shall provide the following services:

1. Volunteer Driver Selection and Safety

A thorough screening potential drivers which shall include, but not be limited to, performing alcohol and drug testing procedures, verifying valid drivers licenses and reviewing Division of Motor Vehicles driving records to insure compliance with State and local requirements.

2. Driver Selection

Primary and back-up drivers shall satisfy the following criteria in order to participate in the vanpool program:

- a. Be at least 25 years old
- b. Have a valid Florida driver's license for at least one year
- c. Have no chargeable accidents or moving violations in their driving record for the last three years
- d. Never have been convicted of a felony and never have a license revocation
- e. Be employed by their current employer for a minimum of six months
- f. Pass a vanpool driver's training course (to be provided by the selected proposer)
- g. Pass an alcohol and drug test as required by the MPO
- h. Be a good credit risk
- i. Be free of physical or mental conditions that would not allow a person to drive a vehicle

These criteria may be modified by the MPO as appropriate once the program is established.

3. Volunteer Driver Responsibility

A vanpool volunteer driver will be required to provide 30 days written notice of his/her intent to terminate to the selected Proposer. Drivers are not allowed to use vans as a source of additional income, such as: jitneys, taxicabs, commercial carriers, etc.. Any violation in this area, may result in a suspension of the driver's benefits. The selected Proposer shall enter into a lease agreement with each vanpool driver which will include the following provisions:

- (a). The vanpool driver will participate in the vanpool program and will use the van to pick up, transport, and deliver other vanpool participants to and from their residences (or other agreed upon locations), and their places of employment (or other agreed upon locations).
- (b). The vanpool driver will when requested be available to participate in basic driver training/safety awareness orientation, and will cooperate with respect to obtaining the motor vehicle record of driver and driver's spouse.
- (c). The vanpool driver shall not consent to the use of the vanpool vehicle by anyone other than an authorized driver.
- (d). The vanpool driver will return the vehicle in the same condition, and with all the equipment and documents, as when delivered, except for ordinary wear and tear and damage which is subject of pending collision or comprehensive insurance claim.
- (e). The vanpool driver is responsible for scheduling and ensuring the van's availability for maintenance service when needed, and will maintain a clean vehicle - exterior and interior.
- (f). The vanpool driver will operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations.
- (g). The vanpool driver shall in case of accidents or other loss or damage to or involving the vehicle; (a) immediately report to the selected Proposer any accident involving bodily injury or loss; (b) complete and file a written accident report; and (c) cooperate fully with the selected Proposer in all accident investigations and/or settlements.

- (h). The vanpool driver will forward payments to the selected Proposer in the amount due for the monthly fee as may be determined by the MPO, excess mileage charges, late fees, or returned check charges.
- (i). The selected Proposer will provide a vehicle for the purpose of operating a vanpool and will render such other reasonable assistance as may be required for the functioning of the vanpool.
- (j). The selected Proposer will provide vehicle licensing, vehicle registration and a vehicle maintenance program.
- (k). The selected Proposer will credit the vanpool driver on a prorated basis, based upon a 30-day month, for the period of time that the vehicle is inoperable due to accident damage or mechanical failure, until such time as a back-up vehicle is made available by the selected Proposer.
- (l). The selected Proposer will be responsible, up to a reasonable amount, for the cost of arranging to have the vehicle towed to the nearest authorized service facility when the vehicle is inoperable.
- (m). The selected Proposer will provide automobile liability insurance.
- (n). The selected Proposer will assume the risk of loss of or damage to any vehicle supplied by the selected Proposer.
- (o). The selected Proposer will indemnify the vanpool driver against liability claims resulting from the operation of the vehicle, except during unauthorized use.

4. Licensing and Title

All vanpool vehicles which are to be placed in service shall be inspected, licensed and registered in accordance with applicable State of Florida and local laws. This shall be the responsibility of the selected proposer.

5. Accident and Subrogation Management Services

Proposers shall describe their capabilities regarding accident repair and subrogation processes including:

- a. Towing arrangements
- b. Car/van rental arrangements
- c. Appraisals and photographs
- d. Salvage

- e. Claims recovery assistance
- f. Coordination of subrogation and loss recovery
- g. Third party physical damage claims
- h. Physical damage repairs
- i. Reporting associated with accident, subrogation claims, recoveries and legal proceedings
- j. Accident activity report

6. Fleet Administration

The selected proposer shall maintain appropriate accounting and auditing records and controls in accordance with generally accepted accounting principles. Financial records associated with the program shall be made available to the MPO for audit inspections under the terms of the contract.

7. Insurance

The selected proposer shall certify that adequate insurance coverage, as specified below, for the operations of all vanpool vehicles shall be in effect;

Automobile Liability - Bodily Injury and Property Damage combined \$1,000,000 for each occurrence

Excess Liability - Bodily Injury and Property Damage Combined: \$1,000,000 per each occurrence

Uninsured Motorists - Statutory limits per the State of Florida

Collision and Comprehensive - Insured for the full-value, including fire and theft.
Worker's Compensation policies and unemployment compensation coverage is expected to come from the driver's employer.

Evidence of insurance certificates shall be provided by the successful proposer naming the County and the MPO as an additional insured five (5) days after contract execution. If certificates are not submitted by the date, the contract shall be null and void.

8. Emergency Ride Home

If an emergency arises at home during normal working hours, vanpoolers may need to return home. The proposer shall address how its company will implement the emergency ride home program.

9. Invoicing Responsible Party

The selected proposer shall be responsible for billing responsible parties participating in the program each month and for assuring collection of the monthly payment in a timely fashion. The MPO shall establish the monthly payment to be made by the vanpool users. The billing processes shall be subject to review and approval by the MPO project manager. Any other option should be submitted for evaluation and approval.

A responsible party is defined as a person, entity, employer or organization who enters into a leasing agreement with the proposer to take responsibility for the van.

10. Program Marketing and Ride-Matching Services

The proposer shall be responsible for the marketing of the vanpool demonstration program. A detailed description of the proposed marketing plan should be submitted with the proposal. The final marketing program including the methodology and techniques to be used to promote the Vanpool Demonstration Program will be approved by the MPO prior to its implementation.

Additionally, the proposer shall implement ride-finding, ride-matching, and ride scheduling services. In order to provide these services, the proposer shall submit detailed information regarding the software package and hardware to be used for these purposes. The MPO will approve both components before the beginning of these services.

11. Reports and Manual

The selected Proposer shall provide the MPO with the following reports on a monthly basis :

a. Maintenance Report

This report will record preventive maintenance and any other repair work performed on each vehicle in the fleet. The selected proposer will maintain detailed computerized maintenance records for each vehicle regarding scheduled and non-scheduled maintenance. The selected proposer shall submit a list of facilities, including their addresses, where preventive maintenance is to be performed. If the list is not available, an alternate plan should be submitted detailing the process to handle preventive maintenance and repairs.

b. Personal Use Report

This report will record the amount of personal and business mileage for each vehicle.

c. Service and Operation Report

This report will provide information regarding service data and performance measures including, but not limited to: number of trips, mileage, and fuel consumption. This data shall be collected by vehicle and in the aggregate. The daily driver's log should provide the data for this report.

d. Expense Report

This report shall include all costs related to the operation of the vehicles including, but not limited to: fuel, maintenance, tire and oil expenses. The information shall be presented for each vehicle, including lift-equipped vehicles, and in the aggregate. Performance measures shall also be developed (e.g. gallons per mile, cost per mile, cost per trip, etc.).

e. Vehicle Inventory Report

This report shall contain comprehensive and descriptive information for each vehicle in the fleet.

f. Accident Report

This report shall provide detailed information regarding accidents or incidents related to the operation of the vanpool demonstration program.

g. Monthly DBE Participation Report

This report shall include the dollar value of all purchases of materials and supplies from DBEs, including women-owned, hispanic-owned and black-owned firms.

h. Section 15 Report

Monthly summaries of passengers carried, miles operated, and passenger miles as prescribed by Section 15 of the Federal Transit Act will be reported.

Quarterly and Annual Reporting statistics as required by the Federal Transportation Administration (FTA) under Section 15 of the Federal Transit Act of 1964, as amended, and as specified in the most recent National Transit Data Base reporting requirements will be submitted by the Proposer to the MPO.

A copy of this manual may be obtained directly from FTA by contacting:

Federal Transit Administration
Office of Grants Management
Audit Review and Analysis Division (UGM-13)
400 Seventh Street, S.W., Room 9315
Washington, D.C. 20590
(202) 366-1610

These reports may be combined as appropriate. For example, the DBE Report may be included as part of the Expense Report. Additionally, the proposers may submit upon approval by the MPO other available reports that they actually use and could improve the requested service or may substitute the ones listed above.

i. The Internal Operations Manual

This manual must detail all procedures to be used in the delivery of services required by this RFP. The Internal Operations Manual shall be delivered to the Contracting Officer within 30 days after the Notice to Proceed is issued.

All reports and manuals to be developed by the proposer shall be reviewed and approved by the MPO.

SECTION 3: PROPOSAL FORMAT

Proposers should carefully follow the instructions outlined below, particularly with respect to the format and the number of pages allotted to each subject. Proposals must contain each of the below enumerated documents, each fully completed, signed and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

3.1 Contents of Proposals

1. Technical Proposal

- a. Cover Sheet
- b. Table of Contents
- c. Documents

The documents described below must be executed and submitted.

- (1). Proposal Form (Exhibit #1)
- (2). Acknowledgment of Addenda (Exhibit #2)
- (3). Dade County Lobbyist Registration (Exhibit #3)
- (4). Cost Proposal (Exhibit #4)
- (5). Certification Regarding Debarment (Exhibit #5)
- (6). Buy America Certificate (Exhibit #6)
- (7). Certification Regarding Lobbying (Exhibit #7)
- (8). Statement for Loan Guarantees and Loan Insurance (Exhibit #8)
- (9). Disclosure of Lobbying Activities (Exhibit #9)
- (10). Disability Non-Discrimination Affidavit (Exhibit #10)
(Contact County ADA Office, please call 375-3566)
- (11). Disadvantaged Business Enterprise (DBE) Requirements (See Note below)

The following DBE Forms must be submitted with the proposal:

- i. Certification of Assurance
- ii. Letter of DBE Certification from DBD
- iii. Schedule of Participation
- iv. Letter of Intent
- v. Proposer Identification Statement

NOTE: For detailed information about these Affirmative Action Requirements, please contact the Department of Business Development (DBD) located at 17th Floor

Stephen P. Clark Center, 111 NW First Street, Miami, FL 33128 or call (305) 375-4132. A proposer who does not submit the required DBE forms may be found to be non-responsive.

The proposer(s) is required to submit all of the aforementioned documents despite having submitted the same information in response to other County applications, request for proposals, invitations to bid, etc. Failure to submit any of the documents may result in the proposal being non-responsive. All forms submitted in response to this RFP will be incorporated into the contract, if any.

2. Technical Response

a. Experience of the Organization and Qualifications

This section shall describe the firm's relevant experience and specifically the firm's experience in projects similar to the one described in this RFP. Proposers shall include an overview of the firm including its history. This shall include at a minimum:

- A description of the capabilities of the firm.
- A list of the firm's key personnel, including the project coordinator as well as individuals to be assigned to this project, together with their job titles, resumes and any licenses, degrees, and/or certifications. State the primary work assigned to each person and the staff hours each person will devote to this work.
- Describe the firm's organization and history, including ownership and location of office(s). Provide an organizational chart of the firm.

As part of this section proposers should include a list of past and current clients indicating: address, contact person, phone and fax number, type of services provided, project duration and contract (a copy of each contract should be included). This information shall also be provided by the subcontractors including the names and addresses of all other persons working in support of this project. The County reserves the right to contact these references to obtain additional information.

b. Technical Competence

A written statement must be submitted describing the method and resources to be used to perform the services requested in this RFP. The response should address each of the requirements outlined in Section 2, Scope of Services:

- Vehicles
- Vehicle Technical Specifications
- Fleet Maintenance
- Management Services

The proposer shall submit a list with the names and addresses of each maintenance facility where vehicle repair and preventive maintenance will be performed. If the list is not available, an alternate plan should be submitted detailing the process to handle vehicle preventive maintenance and repairs.

Proposers shall describe whether and, if so, to what extent they have experience with the licensing, inspecting and titling of vehicles.

NOTE: Samples of reports, manuals, forms, etc. should be included as appropriate in the response.

3. Financial Viability

Proposers shall provide information demonstrating that they have the necessary financial resources to perform the project.

- (1). A complete set of the last audited financial statements with an Independent Auditor certification in accordance with American Institute of Certified Public Accountants Statement on Auditing Standards No. 58 (AICPA SAS-58). The submission should consist of a balance sheet, statement of income and expenses, and statement of changes in financial condition. The statements must have a signed certified public accountant's opinion.

NOTE: If financial records are not certified, proposer shall submit as proof positive of financial condition letter(s) of credit and the previous year's tax return.

- (2). A set of unaudited financial statements consisting of a balance sheet, statement of income and expenses, and statement of changes in financial condition for the current fiscal year to date, and the previous two years. These statements must be signed by the chief financial officer.

4. Incentive Program

The proposers, as part of their proposals, may include an incentive program to promote the development of the vanpool demonstration program and to encourage potential vanpool candidates to participate in the program. This incentive program may also include incentives to the vanpoolers, as well as to the County.

5. Price Proposal

The price proposal is a presentation of the proposer's total offering price including the estimated price to provide a Vanpool Demonstration Program as detailed in this RFP. The price proposal must also include all services to be provided by subcontractors.

6. County Benefits

The proposers may submit information concerning discounts associated with manufacturer rebates and fleet incentives. It may include additional standard features or upgrades in the vehicles. Also, the proposers may provide subsidies or special discounts to the monthly payments.

NOTE: The proposer should be aware that any upgrades that affect the overall lease price of the vehicles will be evaluated through the price selection criteria.

The prescribed format for the price proposal is appended as Exhibit 4.

The proposer shall submit all costs for a three-year vanpool demonstration program.

3.2 Proposal Submission Requirements

The technical and price proposal must be submitted in separate sealed envelopes. Both the technical and price proposal must be clearly marked and identified as to their contents.

All proposals must be submitted on 8 1/2" x 11" paper. Proposers shall include their complete return address on the outer envelope wrapper enclosing any materials submitted in response to this RFP. Such outer envelope or wrapper should be addressed as follows:

Proposer
Address
Phone #

Clerk of the Board
Stephen P. Clark Government Center Building
111 NW First Street, 2nd Floor
Miami, FL 33128

Title of RFP
RFP Control #
Due Date

SECTION 4: EVALUATION PROCESS

4.1 Evaluation / Selection Process

The proposals will be evaluated by a Selection Committee appointed by the County Manager, comprised of appropriate staff from multiple departments, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced with regard to both ethnicity and gender.

Contract award will be based on two (2) separate evaluation phases: Technical (Quality) and Price. The Technical and the Price proposal shall be placed in two (2) separate sealed envelopes.

The Selection Committee will first evaluate and rate all responsive proposals utilizing the following Technical Criteria. Proposers may receive up to a maximum of the points available for each criterion:

1. Experience and Qualifications - 30 Points
2. Technical Competence and Project Management - 35 Points
3. Incentive Program - 5 Points

NOTE: Incentives programs may include, but are not limited to, the following: The proposer may offer the volunteer driver a maximum number of free miles for personal use of the van per month and charge a minimum fee for excess of the allowed free mileage. Other benefits could be provided to the drivers, such as: fuel incentives (gas card), free weekly car wash, free calls, and any other creative and innovative promotional incentive package.

Upon completion of the Technical (Quality) evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Proposer(s) which the Selection Committee deems to warrant further consideration based on; (i) the best rated proposal providing the highest quality of service to the County; (ii) scores in clusters; (iii) significant breaks in scoring; and/or (iv) maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4. Price Proposal - 30 Points

The sealed price envelopes of proposals remaining in consideration will then be opened in the presence of the Selection Committee. "Price" will be considered separately and after the completion of the technical analysis. The Committee will then rank each price proposal utilizing a mathematical formula, with the lowest cost receiving the highest ranking. This price should

reference any potential revenue sources in addition to the collection of fees from the vanpool participants. The responsive proposal with the lowest price for fleet management services cost and vehicle lease cost will be given the maximum points for the Price category.

In order to determine the lowest price, the following process will be used to evaluate each proposal:

1. Vehicle Cost

Total cost from line item "A" as shown in Exhibit #4 Section I:

Year #1: Unit Lease Price (\$) x 25 vehicles = Vehicle Cost (VC) Year #1

Year #2: Unit Lease Price (\$) x 25 vehicles = Vehicle Cost (VC) Year #2

Year #3: Unit Lease Price (\$) x 25 vehicles = Vehicle Cost (VC) Year #3

(a). Total Vehical Cost (TVC) = VC#1 + VC#2 + VC#3

(b). Average Vehicle Cost per Year = TVC / 3

2. Management Services Cost

Total cost from line items "A" through "D" as shown in Exhibit #4 Section II:

Year #1: Management Services Cost (MSC) = Year #1

Year #2: Management Services Cost (MSC) = Year #2

Year #3: Management Services Cost (MSC) = Year #3

(a). Total Management Service Cost (TMSC) = MSC#1 + MSC#2 + MSC#3

(b). Average Management Service Cost per Year = TMSC / 3

3. Average Total Cost per Year = Average Vehicle Cost per Year + Average Management Services Cost per Year

This average total cost per year will be used to evaluate each cost proposal. The lowest price will receive the maximum points, thereafter every other proposal will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the proposal being evaluated with the result being multiplied by the weight to arrive at a cost score of less than the full score for price.

The application of the formula will result in a uniform assignment of points relative to the criterion of price.

Example 1: $\frac{\text{Lowest Price Proposed}}{\text{Proposer's Proposed Price}} \times \text{Total Points for Price} = \text{Points}$

Example 2: Lowest Proposal = \$500 and Proposal Being Evaluated = \$600
 $(500/600) \times 30 = \text{Score} = 25.0$

The Proposed Price shall be the average total cost per year calculated for Vehicle Costs (including vehicle maintenance costs and vehicle insurance costs), and Management Services Costs (i.e., administration, marketing, ride-matching).

Pricing for the second and third year cannot exceed 5 percent over prior year.

4.2 Overall Ranking

The Selection Committee will determine the overall ranking by adding the Price proposal evaluation score with the Technical (Quality) score, to determine the overall ranking.

Following the evaluation and ranking of the proposals, the Selection Committee may recommend to the County Manager that a contract be negotiated with the highest ranked Proposer. Upon concurrence of the County Manager, a contract will be negotiated and submitted to the MPO for approval.

4.3 Contract Award

The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the MPO Governing Board to be in the best interest of the County. The MPO Governing Board decision of whether to make the award and which proposal is in the best interest of the County shall be final.

Section 5:

Proposal

Exhibits

**Metro Dade
Metropolitan Planning Organization**

**RFP 000064
Vanpool Demonstration Program**

PROPOSAL FORM

The undersigned declares that I/we have read the Request for Proposals and have the authority to submit the following Proposal on the basis that the undersigned, its firm and employees or agents, agree to meet all requirements contained in this RFP. We further declare that we have full authority to enter into the Agreement which may result from acceptance of this Proposal by the MPO on the terms and conditions contained or referenced herein. The undersigned Proposer agrees to furnish such additional information, prior to the acceptance of any offer relating to the qualifications of the Proposer as may be required by the MPO.

The following is hereby designated as the person to contact for additional information about our Proposal:

CONTACT NAME: _____

TELEPHONE NUMBER: _____

Signed this _____ day of _____, 19____.

FIRM'S NAME: _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

STATE OF INCORPORATION _____

IN WITNESS WHEREOF, the Proposer has executed this Proposal Form this

_____ day of _____, 19____.

**Metro Dade
Metropolitan Planning Organization**

**RFP 000064
Vanpool Demonstration Program**

ACKNOWLEDGMENT OF ADDENDA

Proposer: _____

Date: _____

Complete Part I or Part II, whichever applies.

PART I		
ADDENDUM #	DATED	INITIALS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
PART II		
No Addendum was received in connection with this RFP		

Authorized Official: _____

Title: _____

Signature: _____

**Metro Dade
Metropolitan Planning Organization**

**RFP 000064
Vanpool Demonstration Program**

COST PROPOSAL

Company Name: _____

DESCRIPTION	YEAR #1	YEAR #2	YEAR #3
I. VEHICLES	\$	\$	\$
A. Unit Lease Price (*)(**)			
B. Handicap Modification Cost			
Note: This Handicap Modification Cost will not be used in the Evaluation, however it shall be in effect when a modification is required.			
II. MANAGEMENT SERVICES	\$	\$	\$
A. Administration			
B. Marketing			
C. Ride-Matching			
D. Fee			
<p>(*) Unit Cost per vehicle for an estimated leased fleet of 25 vans per year. This Cost for each leased vehicle will be in effect regardless of the actual number of vans leased per year.</p> <p>(**) Lease cost shall include insurance and maintenance costs.</p>			

Authorized Officer: _____

Title: _____

Signature: _____

CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant [applicant for a FTA grant, or cooperative agreement, or potential third party contractor] is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification).

THE PRIMARY PARTICIPANT (APPLICANT FOR A FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under the State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

BUY AMERICA PROVISION:

This procurement is subject to the Urban Mass Transportation Buy America Requirements in 49 CFR 661.

A Buy America Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A waiver from the Buy America Provision may be sought by MDTA if grounds for the waiver exist.

Section 165(a) of the Surface Transportation Act of 1982 permits UMTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States.

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a) BUY AMERICA

The Bidder hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Firm Name _____

Date _____

Signature _____

Printed Name _____

Title _____

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(a) BUY AMERICA

The Bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7.

Firm Name _____

Date _____

Signature _____

Printed Name _____

Title _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 or each such failure.

Signature

Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____ (Date)
by _____ He/She is personally known to me or has
(Affiant)
presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States in insure or guarantee a loan, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____
(Date)

by _____ . He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p> <p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1152. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____</p>	

DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE _____

NAME OF FIRM, CORPORATION, OR ORGANIZATION _____

AUTHORIZED AGENT COMPLETING AFFIDAVIT: _____

POSITION _____ PHONE NUMBER: () _____

I _____, being duly first sworn state:

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

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C 12101-12213 and 47 U.S.C Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications, and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Signature

Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on

(Date)

by _____ He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal

Appendix:

**Request for
Proposals**

RFP #000064

CONTRACT

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METROPOLITAN DADE COUNTY

AND

RFP NUMBER RFP-000064

This Agreement dated as of the _____ day of _____, 1997, by and between Dade County, a political subdivision of the State of Florida, acting by and through its Metropolitan Planning Organization (MPO), hereinafter referred to as the "COUNTY" having its principal offices at 111 N.W. 1st Street, Miami, Florida 33128-1989, and _____, having an office at _____ hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Contractor has offered to provide vehicles and management services for the development of a vanpool demonstration program; and

WHEREAS, the Contractor has submitted a written proposal dated _____, 1996 which is incorporated by reference herein and;

WHEREAS, the COUNTY is willing to contract for the performance of such services upon the terms and conditions set forth in the Request for Proposal No. 000064 dated _____, and as hereinafter set forth (hereinafter referred to as "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- D. The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the services, the Contractor may bill the COUNTY periodically, but not more than once each month, upon invoices certified by the Contractor. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the COUNTY and shall show the COUNTY's contract number. All payments shall be governed by the provision of the Florida Prompt Payment Act. Payment will be made within thirty (30) days after receipt by the COUNTY of properly prepared and documented invoices submitted in accordance with the Florida Prompt Payment Act.

Invoices, and associated back-up documentation will be sent duplicated to the following addresses:

The original to:

Metropolitan Planning Organization
111 N.W. First Street, Suite 910
Miami, Florida 33128
Attn: Project Manager

- E. Beginning with the first day of the second year after the effective date of this Agreement, and each subsequent year thereafter, all rates identified in the Price Schedule shall be adjusted based on negotiations of the proposal received from the Contractor, but the rate of increase shall not exceed ____% per year. Contractor's proposal for such rate increase shall be furnished to the Project Manager no later than ninety (90) days prior to such anniversary date.
- F. In the event funds paid to the Contractor under this contract are subsequently disallowed by Dade County, State or Federal agencies within three years because accounting errors or charges not in conformity with this contract, the Contractor shall refund such disallowed amounts to the COUNTY promptly.

ARTICLE 7 - TERM OF AGREEMENT

The Contract shall become effective upon the Contract date and shall be for a duration of one (1) year. In addition, the Director of the MPO, at his sole option, may extend the term for up to two (2) additional one (1) year periods upon the same terms and conditions and at the prices set forth in the Price Schedule. The COUNTY shall furnish the Contractor written notice at least thirty (30) days prior to the anniversary date of its interest to exercise any option to extend the contract term.

ARTICLE 8 - GENERAL

- A. The Contractor agrees that it will at all times employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professional and other personnel to perform services as aforementioned.
- B. The Contractor agrees that it will at all times cooperate with the COUNTY and coordinate its work with the work and requirements of the COUNTY.
- C. No change or modification in the Scope of Services as aforementioned shall be made without having received direction to do so from the Director of the MPO or designee, in accordance with Article 20 "Changes and Extra Work."
- D. The Contractor shall avoid infringement of any trademark, copyright or patent rights in the performance of the Services.
- E. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by Registered Mail, addressed as follows:

- (1) To the COUNTY:

Metropolitan Planning Organization
 111 N.W. First Street, Suite 910
 Miami, Florida 33128
 Attn: Project Manager

- (2) To the Contractor:

Attention: _____

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

- F. The Contractor's Project Administrator shall:
 - i) be dedicated to this project or, if not dedicated to this project, shall have this project as one of his/her highest priority,

- ii) not be removed by Contractor from this project without the COUNTY's consent in writing in advance;
- iii) be removed from the project at the request of the COUNTY;
- iv) be replaced only by a person who is approved in advance in writing by the COUNTY.

ARTICLE 9 - MANNER OF PERFORMANCE

The Contractor is engaged as an independent business and agrees to perform the Services in the manner of and as an independent contractor and not as the agent or employee of the COUNTY, its affiliates and subsidiaries. The Contractor shall exercise full control over and supervision of the employment, direction, compensation and discharge of its officers and employees and of all other persons assisting it in the performance of the Services.

ARTICLE 10 - OWNERSHIP OF PLANS: PATENTS AND COPYRIGHTS

The COUNTY shall own any patent or copyright to, and the right to patent or copyright, any plan, drawing, design, specification, report, software, study, survey, data, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction or materials, regardless of medium (hereafter "Material") prepared by or for the Contractor, any subcontractor, or by their respective consultants, agents, officers or employees in connection with performance of the services, whether prior or subsequent to execution of this Agreement. Upon completion of the services or the earlier termination of this Agreement, the Contractor shall deliver to the COUNTY all such material, including such documentation, certifications and executed forms, assignments and agreements as may be necessary to enable the COUNTY to fully comprehend, apply and change the knowledge and information contained in such Materials and to patent or copyright same.

In the event any such materials or portions thereof utilized in the performance of the services have been or may be patented or copyrighted by others or are subject to other protection from use or disclosure, then the COUNTY shall have a royalty-free perpetual license to use the same for any purpose, provided that if the Contractor does not have the right to grant such a license, the Contractor shall obtain for the COUNTY such rights of use as it may request without separate or additional compensation, whether such materials or portions thereof are patented or copyrighted or become subject to such other protection from use before, during or after the performance of the Services. The COUNTY shall have the right to use or permit the use of all such materials, and also any oral information of any nature whatsoever received by the COUNTY in connection with performance of the services, and any ideas or methods represented by such materials, for any purposes and at any time without other compensation than that specifically provided herein, and no such materials prepared or utilized in connection with performance of the services shall be

deemed to have been given in confidence and any statement or legend to the contrary thereon shall be void and of no effect.

Subject to the provisions set forth in this paragraph, the Contractor shall indemnify the COUNTY against and save it harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright or trade secret infringement or unfair competition arising out of or in connection with the use, in accordance with the preceding unnumbered paragraphs of this numbered paragraph, of such materials or portions thereof which are patentable or which may be copyrighted, or which are patented or copyrighted or which are otherwise protected by law. If requested by the COUNTY and if notified promptly in writing of any claim as to which the Contractor is to indemnify the COUNTY, the Contractor shall conduct all negotiations with respect to, and defend, such claim without expense to the COUNTY. If the COUNTY be enjoined from using the product of the services or any portion thereof as to which the Contractor is to indemnify the COUNTY against such claims, the COUNTY may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Contractor to provide at its own expense, substitutes for such product or affected portion thereof not subject to such injunction and not infringing any patent, copyright, trade secret or other protection from use or disclosure, and if the Contractor shall fail to do so, the Contractor shall, at its expense, refund the cost of the offending product or portion thereof to the COUNTY or take such steps as may be necessary to ensure compliance by the COUNTY with such injunction, to the satisfaction of the COUNTY.

Except to the extent necessary for the performance of this Agreement, the COUNTY shall not acquire any rights in software which are proprietary to Contractor ("Contractor Proprietary Software").

ARTICLE 11 - NON-ASSIGNMENT

This Agreement may not be assigned without the written consent of the COUNTY.

ARTICLE 12 - SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the COUNTY the name of the proposed Subcontractor, the portion of the services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the COUNTY may require. The COUNTY will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the COUNTY.**
- C. Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such Subcontractor will strictly comply with the requirements of this Contract.**
- D. In order to qualify as a Subcontractor satisfactory to the COUNTY, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the COUNTY that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the COUNTY that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.**
- E. The COUNTY shall have the right to withdraw its consent to a subcontract if it appears to the COUNTY that the subcontract will delay, prevent, or otherwise impair the performance of Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the COUNTY's proprietary and confidential information. Contractor shall furnish to the COUNTY copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the COUNTY permitting the COUNTY to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the COUNTY finds Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the COUNTY to any subcontractor hereunder as more fully described herein.**

ARTICLE 13 - LIAISON

The Contractor shall maintain continuing liaison with and shall report to, as requested by the COUNTY, and the Contractor shall keep the COUNTY fully informed as to the progress of the services at all times. The Contractor shall do so not only through regularly issued progress and expenditure reports and minutes, as herein provided, but through close liaison between COUNTY personnel and Contractor personnel. The Contractor shall submit to the COUNTY minutes of

any meetings attended by it (including meetings with the COUNTY) relating to the services provided to the COUNTY within the (10) days following such meetings.

ARTICLE 14 - RECORDS, ACCOUNTS, INSPECTION AND AUDIT

- A. The Contractor shall keep records and books of account, showing the actual cost to it of all items of labor, material, equipment, supplies, services and other expenditures of whatever nature as incurred in connection with this agreement for purposes of audit by COUNTY personnel or its agents.

- B. The COUNTY and its representatives shall at all times during normal business hours have access to and the right to examine the premises of the Contractor where its records are kept and to all work and materials, books, records, correspondence, instructions, working papers, plans, drawings, specifications, receipts, vouchers and memoranda of every description of the Contractor pertaining to the services, and the Contractor, at its expense, shall preserve such documents for a period of three (3) years after the expiration of this Agreement and any extension thereof. Such records shall subsequently conform to those requirements, defined in Subpart 4.7 of the Federal Acquisition Regulations ("FAR"), shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides for the following:

- i). accounting records that are supported with adequate documentation; and

- ii). adequate procedures for determining the allowability and allocability of costs according to the FAR; and

- iii). effective control over, and accountability for, contract funds and tangible personal property acquired for use on a contract; and

- iv.) records that accurately, currently, and completely identify costs in a logical and consistent manner; and

- v.) timekeeping records kept in sufficient detail to allow employees' time to be associated with the various contracts they work on ; and

- vi). records that enable comparisons between actual costs incurred and budgeted costs (both during performance of the contract and after its completion).

ARTICLE 15 - REVIEWING DELIVERABLES

- A. The Contractor agrees to submit all deliverables required to be submitted for review and approval by the COUNTY in accordance with the specific requirements in the Statement of Work, and as specified herein. The Contractor understands that the COUNTY shall have final approval on all deliverables.

- B. In reviewing the deliverables, the Contractor understands that the COUNTY will provide the Contractor with:
 - i. a written notification of the COUNTY's approval,
 - ii. a written notification that each deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,
 - iii. in the case of a deliverable that does not meet the requirements of the Agreement, a written notification of the COUNTY's disapproval. The COUNTY's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the deliverable was determined to be unacceptable.

- C. The Contractor understands that failure by the COUNTY to provide a notice of approval does not constitute approval. Furthermore:
 - i. For each deliverable made hereunder, the COUNTY shall have thirty (30) business days, commencing on the first business day after receipt by the COUNTY of the deliverable, to determine whether the deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
 - ii. Unless an extension of time has been granted by the COUNTY pursuant to Article 16 "Extension of Time", within five business days after receipt of the COUNTY's notification of "disapproval", the Contractor shall deliver to the COUNTY the necessary revisions and/or modifications for a second review by the COUNTY.
 - iii. If after the second review period the deliverable remains unacceptable for the COUNTY's approval, the COUNTY may direct the Contractor to:
 - * Proceed with the services subject to the correction of all outstanding deficiencies which led to the COUNTY's determination that a deliverable was not acceptable for approval on or before a specific date established by the COUNTY for correcting such deficiency or deficiencies; or,

- * Suspend all services being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the COUNTY for approval. Any suspension of the services under this provision shall not alter the COUNTY's right to assess liquidated damages in the event that the services are not completed in accordance with other provisions of this Agreement.

- D. The COUNTY shall have the right to approve or accept part of any deliverable. Any such approval shall be regarded as partial and conditional upon the COUNTY's approval or acceptance of all aspects of the deliverable. The Contractor must correct any deficiencies within the time the COUNTY specifies for such correction in the COUNTY's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the COUNTY does not subsequently approve or accept all aspects of the deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the COUNTY, be regarded as void and of no effect.

ARTICLE 16 - EXTENSION OF TIME

- A. If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of services may be extended by the COUNTY in the reasonable exercise of its discretion for such reasonable time as the COUNTY may determine, subject to the following conditions:
 - i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and
 - ii. The completion of the services will be actually and necessarily delayed by the causes set forth in "i" above; and
 - iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
 - iv. The Contractor has provided a written request and other information to the COUNTY, as described in subsection (d) below, within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time. The Contractor shall specifically state in such notice

that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the services identified in the notice. If the Contractor shall fail to give the foregoing notice, the right to request an extension for such cause shall be waived. All of the conditions of this subsection (a) must be met in order to be deemed an excusable delay.

- B. All references in this Article to the Contractor shall be deemed to include subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.
- C. The period of any extension of time shall be only that which is necessary to make up the time actually lost. The COUNTY reserves the right to rescind or shorten any extension previously granted if the COUNTY subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.
- D. The COUNTY may require the Contractor to furnish such additional information or documentation as the COUNTY shall reasonably deem necessary or helpful in considering an extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the COUNTY's reasonable satisfaction that the circumstances shown justify such extension.
- E. Within thirty (30) days of its receipt of all information and documentation as may be required by the COUNTY, the COUNTY shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the COUNTY to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.
- F. Since the granting of an extension of time may materially alter the scheduling plans and other actions of the COUNTY and since, with sufficient notice, the COUNTY might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (a.) (iv.) above shall be a condition precedent to the Contractor's rights hereunder.
- G. Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Services, the

Contractor shall promptly give the COUNTY a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.

- H. Neither permitting the Contractor to proceed with the Services subsequent to any missed schedule or performance of any services (as such date may have been extended pursuant to Article 17 "Extension of Time Not Cumulative") nor the making of any payments to the Contractor shall compromise the COUNTY's contractual right to assess liquidated damages or to declare the Contractor in default.

ARTICLE 17 - EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 15 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall services unless the overall services are necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the services.

ARTICLE 18 - NO DAMAGES FOR DELAY

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the COUNTY, or any of its representatives or other contractors, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the services, as provided for in Articles 16, 17, and 18 "Extension of Time", Extension of "Time Not Cumulative", and "No Damages for Delay".

ARTICLE 19 - TAXES

The Contractor shall be responsible for franchise fees and taxes levied against the Contractor. The COUNTY is exempt from sales and compensating use taxes 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 20 - CHANGES AND EXTRA WORK

- A.** The COUNTY reserves the right to order changes which may result in additions to, reductions to or deletions from the amount, type or value of the Services required by this Agreement. Any such work shall be known as "Extra Work" or "Changes," respectively. It is understood and agreed by the Contractor that the amount to be paid or deducted from payment by the COUNTY for extra work shall be computed on the basis of the applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager. Extra work so ordered must be performed by the Contractor.
- B.** The only persons authorized on behalf of the COUNTY to agree to a change or modification to this Agreement are the Director of the COUNTY or his designee. For purposes of this Contract, the Project Manager shall be the COUNTY Director's designee. No other person is authorized to change or modify this Agreement in writing or orally.
- C.** No extra work shall be performed except pursuant to written orders of the Project Manager expressly and unmistakably indicating his intention to treat the work described therein as extra work. In the absence of such an order, if the Project Manager shall direct, order or require any work which the Contractor deems to be extra work, the Contractor shall nevertheless comply therewith and shall promptly, and in no event after beginning the performance thereof or incurring cost attributable thereto, give written notice to the Project Manager stating why he deems such work (hereinafter "Disputed Work") to be extra work. Said notice is for the purposes of (1) affording an opportunity to Project Manager to cancel promptly such order, direction or requirement; (2) affording an opportunity to the Project Manager to keep an accurate record of the materials, labor and other items involved; and (3) affording an opportunity to the COUNTY to take such action as it may deem advisable in light of such disputed work.
- D.** The Contractor must promptly notify the Project Manager, in writing, of a potential change under this Contract, except that such notice is not required if the change is initiated by the COUNTY. The COUNTY's decision as to whether the work constituting an alleged change is in fact a change shall be final and binding upon the Contractor.
- E.** No change in or modification, termination or discharge of this Agreement in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative; provided, however, that any change in or modification, termination or discharge of this Agreement, expressly provided for in this Agreement shall be effective as so provided. The COUNTY may only be bound hereunder by a properly authorized officer of the COUNTY.

- F. In the event that the COUNTY shall order extra work for which there are no applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager, it is understood and agreed by the Contractor that the COUNTY and the Contractor shall negotiate a mutually agreeable price to be paid by the COUNTY for the Contractor's performance of such extra work.
- G. This Contract constitutes the entire agreement between the COUNTY and Contractor. The COUNTY is not bound by any written or oral statement or representation which is not set forth in this Agreement. Accordingly, the COUNTY is not liable or obligated for any goods, services, or other costs which are not expressly set forth in this Agreement.

ARTICLE 21 - DISPUTES

Except as otherwise provided in this contract, a dispute concerning a question of fact or interpretation arising under this contract which is not disposed of by agreement, or any other dispute arising under this contract where the parties are unable to reach an agreement shall be decided by the Project Manager, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Project Manager shall be final and conclusive unless, within ten (10) days from the date or receipt of such copy, the Contractor mails or otherwise furnishes to the Director of the MPO a written appeal addressed to the Project Manager. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Project Manager's decision. The decision of the Director of the MPO or designee for the determination of such appeals shall be final and conclusive.

Nothing herein shall preclude Contractor from challenging the decision of the Director of the MPO or designee on the basis of a claim that such decision is arbitrary.

ARTICLE 22 - 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 the following:
 - i. the Contractor has not delivered to the COUNTY deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in cases for which an extension of time is provided, to supply enough properly skilled staff personnel;

- iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
 - iv. 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;
 - v. the Contractor has failed to obtain the approval of the COUNTY where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances "as required under subsection "B" below;
 - vii. the Contractor's certified financial statements and Federal Tax Returns or of the Contractor's parent company submitted to the COUNTY do not fairly represent the Contractor's or its parent's true financial position; or,
 - viii. the Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the COUNTY, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the services or any portion thereof, the COUNTY may request that the Contractor, within the time frame set forth in the COUNTY's request, provide adequate assurances to the COUNTY, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the COUNTY receives such assurances, the COUNTY may suspend all payments to the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the COUNTY the requested assurances within the prescribed time frame, the COUNTY may:**
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.
- C. In the event the COUNTY shall terminate this Agreement for default, the COUNTY or its designated representatives, may immediately take possession of all applicable licensed software, documentation, and data.**

**ARTICLE 23 - NOTICE OF DEFAULT - OPPORTUNITY TO CURE /
TERMINATION**

If an event of default occurs, in the determination of the COUNTY, the COUNTY 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 COUNTY may be terminated. Notwithstanding, the COUNTY may, in its sole discretion, allow the Contractor to rectify the default to the COUNTY's reasonable satisfaction within a thirty (30) day period. The COUNTY may grant an additional period of such duration as the COUNTY shall deem appropriate without waiver of any of the COUNTY's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the COUNTY prescribes. The default notice shall specify the date the Contractor shall discontinue the services upon the termination date.

ARTICLE 24 - REMEDIES IN THE EVENT OF DEFAULT

- A. Upon the Contractor's default, the COUNTY shall have the right to complete the services with its own forces and/or with other contractors and/or hire Contractor's staff personnel. The COUNTY, as part of its right to complete the services, may take possession of and use any or all of the materials, supplies and property of every kind, provided, purchased, maintained, leased, owned, or rented by the Contractor including but not limited to all technical specifications, drawings, source code, object code, make available such materials to third parties, and/or procure other materials, plant, tools, equipment, supplies and property for the completion of the services.

- B. If an event of default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:
 - i. lost revenues;

 - ii. the difference between the cost associated with procuring services procured hereunder and the amount actually expended by the COUNTY, including procurement and administrative costs; and

 - iii. such other direct and consequential 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 COUNTY may bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 25 - WARRANTY ON VEHICLES

- A. For a period of one year from the date the COUNTY accepts delivery of each vehicle, the Contractor warrants that each vehicle accepted by the COUNTY will conform to the Contract requirements and will be free of any patent or latent defect of the material or workmanship. Nothing in the above intends or implies that this warranty shall apply to vehicles which have been abused or neglected by the vanpool program participants.
- B. The warranty hereunder shall be in addition to whatever rights the COUNTY may have under law. The Contractor's obligation under this warranty shall be at its own cost and expense, promptly to repair or replace (including cost of removal and installation), that vehicle (or part or component thereof) which proves defective or fails to comply with the warranty within the warranty period.
- C. In case the Contractor shall fail to repair or replace defective vehicles (or parts or components thereof) in accordance with the terms of this warranty or if immediate repair or replacement of defective vehicles (or parts or components thereof) is necessary, the COUNTY shall have the right to cause such repair or replacement to be made at the expense of the Contractor.
- D. The warranty covering any defective vehicles (or parts or components thereof) shall be reinstated for a period of one year effective as of the date when the vehicle is replaced or the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part, component or item so affected as well, and shall start as of the date the interrelated parts, components and items function properly. The warranty reinstatement provided for in this subparagraph shall apply only to the first replacement or repair of any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such affected items, parts and components.
- E. All guarantees and warranties under this Contract are fully enforceable by the COUNTY acting in its own name.

ARTICLE 26 - MANUFACTURER'S WARRANTIES AND GUARANTEES

The contractor shall obtain all manufacturers' warranties and guarantees of all vehicles, equipment and materials required by this Contract in the name of the COUNTY and shall deliver same to the COUNTY; provided that the delivery of such manufacturers' warranties and guarantees shall in no respect relieve the Contractor of its obligation under the preceding provisions of this Contract.

ARTICLE 27 - THE COUNTY MAY AVAIL ITSELF OF ALL REMEDIES

The COUNTY 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 COUNTY, 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 COUNTY'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 28 - NO DEFAULTER

The Contractor represents and warrants that the Contractor is not in arrears to the COUNTY and is not a defaulter as a surety or otherwise upon any obligation to the COUNTY. 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 COUNTY of any change during the term of this Agreement.

ARTICLE 29 - LAWS

The Contractor agrees:

- A. To comply with the provisions of all state, federal and local statutes, ordinances and regulations applicable to the performance of this Agreement, and
- B. To procure all legally required licenses and permits.
- C. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. The parties agree that the 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 30 - INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and save the COUNTY, and the County, their agents and employees harmless from any and all claims, liability, losses and causes of action that may arise out of the contract. The Contractor shall pay all claims and losses of any nature whatever arising

out of or in connection therewith and shall defend all suits, in the name of the COUNTY or County when applicable, and shall pay all costs including but not limited to attorney's fees and judgments that may issue thereon.

The Contractor shall procure and maintain at all times, at its own expense, from the date the contract commences until its expiration or cancellation by the COUNTY, insurance of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do such business in the State of Florida, and acceptable to the COUNTY covering all operations under this contract whether performed by the Contractor or by subcontractors.

The Contractor shall comply with the insurance provisions stated herein. The kinds and amounts of insurance required are as follows:

The Contractor shall furnish to Metropolitan Dade County, c/o Procurement Management Division, RFP Unit, 111 N.W. 1st Street, Suite 2350, Miami, Florida 33128-1989, Certificate(s) of Insurance that shows that insurance coverage has been obtained that meets the requirements as outlined below:

A. Workers' Compensation

Workers' Compensation insurance for all employees of the Contractor, as required by Florida Statute 440;

B. Public Liability

Public Liability insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Metropolitan Dade County must be shown as an additional insured with respect to this coverage;

C. Automobile Liability

Automobile liability insurance in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury for each vehicle and property damage. Metropolitan Dade County must be shown as an additional insured with respect to this coverage.

The Contractor shall be responsible for physical damage to all vehicles and provide coverage for all drivers and riders under any option. In no event shall the County be responsible for physical damage to the vehicle or loss from any other cause.

Contractor shall maintain the above mentioned insurance at all times when vehicles are in use by commuter groups. The insurance will also be provided when vehicles are being driven by authorized personnel when providing maintenance services.

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:

1. **Insurer Ratings**

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by 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 Metropolitan Dade County's Risk Management Division; or

2. **Florida Certification**

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.

C. CERTIFICATE OF INSURANCE

As part of the contract, the Contractor must furnish within fifteen (15) days after the Contract is awarded by the COUNTY Governing Board, original certificates of insurance which clearly indicate possession of insurance of the type and amount as required for strict compliance with this Section.

Certificates will show that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

D. CONTRACTOR LIABILITY AND OBLIGATION

Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this subsection or under any other subsection of this Agreement. Execution of a contract is contingent upon receipt of the insurance documents within fifteen (15) calendar days after the contract is awarded. If the insurance certificate is received within the specified period, but not in the manner prescribed in this Request for Proposal, the Contractor shall be verbally notified of the deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County.

If the Contractor fails to submit the required insurance documents in the manner prescribed in this Request for Proposal within twenty (20) calendar days after the contract is awarded, the Contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract, unless such time frame for submission has been extended by the COUNTY. Under such circumstances, the

Contractor may be prohibited from submitting future proposals to the COUNTY for one (1) year.

E. CERTIFICATE CONTINUITY

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this subsection remain in force for the duration of the contractual period, including any and all option years, if applicable. 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 Metro Dade County Risk Management Division 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 that cover the contractual period, the COUNTY shall suspend the contract until the new or renewed certificates are received by the COUNTY in the manner prescribed in the Agreement; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the COUNTY may, at its sole discretion, terminate the contract for cause.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Contractor shall notify the COUNTY of any intended changes in insurance coverage, including renewals of existing policies.

F. SELF-INSURANCE

Notwithstanding the above, the Contractor may meet the required auto liability insurance through a legally established, self-insurance or risk management plan. If the auto policy has a deductible or self-insured retention, the following provisions apply:

- a. For the first \$10,000/20,000/10,000 of coverage, the Contractor must meet the requirements of the Florida Financial Responsibility Law. A self-insured certificate from the State of Florida showing limits of \$10,000 per person, \$20,000 per accident for bodily injury and \$10,000 for property damage (or \$30,000 combined single limit) must be furnished.
- b. If the Contractor has a larger deductible or self-insured retention than the Florida Financial Responsibility Law (in addition to the certificate required in "a" above), the financial stability and ability to pay claims must be demonstrated as follows:

In an amount not less than the difference between the state approved self-insurance certificate and the beginning threshold of the approved auto liability insurance policy, the Contractor must submit one of the following:

1. Irrevocable letter of Credit (Attachment A)
2. Surety Bond (Attachment B)
3. Cash Deposit

If a claim is paid utilizing one of the above, the limit must be fully reinstated and kept in force throughout the term of the agreement.

The insurance coverage and limits required above may be adjusted from time to time with coverages deemed customary under like conditions. Modification or waiver of any of the aforementioned requirements is subject to approval of the Metro-Dade County Risk Management Division. It is the Contractor's responsibility to meet the insurance requirements, if any, of U.S. Law, Florida State Statutes and the Code of Metropolitan Dade County.

ARTICLE 31 - LOSS OR DAMAGE TO PROPERTY OF THE COUNTY OR THE COUNTY

The Contractor shall care for and protect all property of the COUNTY and the County which comes into the possession or custody of the Contractor, and shall, at its own cost and expense, repair or restore any such property which is lost or damaged due to its negligence.

ARTICLE 32 - TERMINATION

The COUNTY may terminate this Agreement in its entirety at any time and for any reason (irrespective of whether the Contractor is in default) by written notice to the Contractor. The Contractor shall immediately stop all work, as applicable, under the Agreement upon receipt of such notice, unless otherwise directed in the notice of termination or upon such other effective date as may be stated in the notice.

Upon termination without default of the Contractor, the Contractor shall be paid for services performed up to the effective date of termination and the COUNTY shall have no further obligation to the Contractor.

ARTICLE 33 - NON-DISCLOSURE

Except upon prior written approval of the COUNTY, the Contractor shall not furnish or disclose or allow its subcontractors to furnish or disclose to any person or organization, (a) any reports, studies, data, or other information provided by, or obtained from the COUNTY 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 of 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 COUNTY.

All computer programs, documentation, reports, studies, recommendations, data, and other products of the performance of the services by the Contractor and its subcontractors shall be deemed works made for hire under the Federal Copyright Law, and shall be delivered to the COUNTY with sufficient detail and clarity and with sufficient explanations and information to enable the COUNTY to understand, apply, and modify such products without further assistance.

ARTICLE 34 - AGREEMENT LIMITING TIME WITH WHICH TO BRING ACTION AGAINST THE COUNTY

In the event that the Contractor may be deemed to have a cause of action against the COUNTY, no action shall lie or be maintained by the Contractor against the COUNTY upon any claim arising out of or based upon this Agreement or by reason of any act or omission or requirement of the COUNTY 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 Services), or within six (6) months after the date this Agreement is terminated or declared abandoned by the COUNTY under the provisions of this Agreement.

Notwithstanding anything to the contrary contained herein, any proceeding initiated by the Contractor pursuant to Article 37 "Choice of Law," whether in a state or federal court, must be commenced within four (4) months of the issuance of the final determination by the COUNTY.

ARTICLE 35 - 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 COUNTY, after additional compensation is mutually agreed upon, any and all assistance which the COUNTY may require of the Contractor.

ARTICLE 36 - 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 37 - PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the COUNTY:

- a. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the COUNTY, or the services being performed hereunder, unless the Contractor first obtains the written approval of the COUNTY. Such approval may be withheld if for any reason the COUNTY 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, commission 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 COUNTY; 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 COUNTY.

ARTICLE 38 - 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 39 - 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 COUNTY to any third party.

ARTICLE 40 - CONFLICT OF INTEREST

The Contractor represents that:

- (a) No officer, director, employee, agent, or other contractor of the COUNTY or the MPO or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or

compensation, whether tangible or intangible, in connection with the grant of this Agreement.

- (b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other contractor of the COUNTY or the MPO, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- (c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this agreement; provided that the COUNTY, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the COUNTY with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the COUNTY best interest to consent to such relationship.
- (d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- (e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the MPO's Project Manager. Contractor shall thereafter cooperate with the COUNTY's review and investigation of such information, and comply with the instructions you receive from the Project Manager in regard to remedying the situation.

ARTICLE 41 - CONTRACTOR APPLICATION AND FORMS

- A. Contractor Application/Administrative Fee.** The Contractor shall remit a yearly administrative fee to the Metro-Dade Board of County Commissioners to help defray the increasing costs of printing, advertising and processing bids, application, related documents and mailings. The Contractor shall be notified annually of the requirements, and sent a Vendor Application package to update the information in the file.

The following documents are required of the Contractor and must be submitted with the Application.

- i) Articles of Incorporation:** A copy of the single Certification Page that was signed and dated by the Florida Secretary of State indicating State receipt of the duly executed Articles of Incorporation.
- ii) Business or Occupational License:** All Metropolitan Dade County businesses are required to purchase an Occupational License to conduct business within the County. Other states, or municipalities may also require such a license. Every business submitting an Application to the COUNTY must include a copy of the Business or Occupational License or a written statement on letterhead indicating the reason no license exists.
- iii) Vendor Disclosure of Ownership Affidavit:** In accordance with Ordinance Number 88-121, the County is prohibited from issuing Purchase Orders and contracts to any business failing to fully disclose its legal name, physical address and ownership. Only publicly traded corporations and governmental agencies are exempt from this requirement.
- iv) State of Florida Affidavit on Public Entity Crime:** Pursuant to Florida Statutes, Sections 287.132-133, effective July 1, 1989, the Florida Department of General Services must maintain a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a Public Entity Crime.

No contract shall be awarded to a vendor convicted of a Public Entity Crime. A Public Entity Crime Affidavit noting the specific contract number shall be furnished by the Contractor prior to the effective date of this Contract. The Affidavit can be an original or faxed copy. No award can be made without this Affidavit.

- v) Cuba Affidavit:** All Businesses doing business with Metropolitan Dade County are required to complete the Cuba Affidavit attesting that the vendor is not in violation of the Cuban Democracy Act of 1992, and are in compliance with Dade County Resolution No. R-656-93, as adopted by the Board of County Commissioners.

- vi) Drug Free Workplace Affidavit:** The award of this contract must comply with Ordinance 92-15 amending Section 2-8.1 of the Code of Metropolitan Dade County, Florida, effective March 17, 1992 which requires vendors to have a drug free workplace when a contract or purchases exceeds ten thousand (\$10,000) dollars.

Contractor is advised that award of this contract will be contingent upon receipt of an affidavit attesting to the firm advising each employee in writing of the following:

- a) Dangers of drug abuse in the workplace.
- b) The firm's policy of maintaining a drug-free environment at all workplaces.
- c) Availability of drug counseling, rehabilitation and employee assistance programs.
- d) Penalties that may be imposed upon employees for drug abuse violations.

Contractor shall also provide to each employee a copy of its employee handbook which provides that, as a condition of employment, such employee will notify Contractor of any criminal drug conviction occurring in the workplace no later than five (5) days after receiving notice of such conviction.

It should be noted that any contract or transaction in violation of this ordinance is voidable, and any person who willfully or knowingly supplies false information can be punished by a fine of up to five hundred (\$500.00) dollars or may be considered to be in default of this contract, or both.

- vii) Employment Disclosure.** The award of this contract must comply with Ordinance 90-133 amending Section 2-8.1 of the Code of Metropolitan Dade County, Florida, effective December 14, 1990, which requires Contractor to disclose additional information when a contract or purchase exceeds ten thousand (\$10,000) dollars.

Except for publicly traded corporations and governmental agencies, contractor is advised that award of this contract will be contingent upon receipt of the following disclosure information:

- a) whether the entity has a collective bargaining agreement with its employees.
- b) the schedule of wage rates and benefits to be paid employees performing work under such contract or transaction.

- c) the health care benefits to be paid to employees performing work under such contract or transaction.
- d) a current breakdown of the entity's work force as to race, national origin, and gender.

It should be noted that any contract or transaction in violation of this ordinance is voidable, and any person who willfully fails to disclose the required information or knowingly discloses false information can be punished by a fine of up to five hundred (\$500) dollars or by imprisonment in the County Jail for up to sixty (60) days, or both.

- viii) **Family Leave Policy.** The award of this contract must comply with Ordinance 142-91 of the code of Metropolitan Dade County, Florida, effective March 15, 1992, for procurements that exceed ten thousand (\$10,000) dollars.

All Contractors entering into contracts with the COUNTY with at least fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar years are hereby advised that award of this contract will be contingent upon receipt of an affidavit attesting to their firm's Family Leave Policy.

Such polices must provide the employees with the following provisions:

- a) An employee who has worked for the same employer for at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition.
- b) A Family Leave Policy must entitle employees to take leave without risk of termination of employment or retaliation by employers.

Contractor will be required to submit this information within fifteen (15) days prior to award of this contract by Metropolitan Dade County Board of County Commissioners. Failure to submit this sworn statement within the specified time frame may be cause for termination of this Agreement.

ARTICLE 42 - LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS.

Contractor agrees to comply with the provisions of any and all Federal, State, and COUNTY orders, statutes, ordinances, rules and regulations which may pertain to the work required under this Agreement, including but not limited to:

- i) **Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.**
- ii) **Minority Business Enterprise (MBE), as applicable to this Contract**
- iii) **Environmental Protection Agency (EPA), as applicable to this Contract.**
- iv) **Metropolitan Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this project shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, or place of birth. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law. The Contractor agrees to abide by and be governed by Dade County ordinances, including but not necessarily limited to, Ordinance No. 72-82 (Conflict of Interest Ordinance) as amended, which is incorporated herein by reference as if fully set forth herein in connection with the obligations of the Contract and Chapter 31, Article III of the Code of Metropolitan Dade County.**
- v) **"Conflicts of Interest" and "Employment Discrimination"**
- vi) **Applicable State of Florida and local laws requiring registration, licensing and inspection of vanpool vehicles, vanpool drivers and vanpool backup drivers.**
- vii) **Title VI Compliance (Civil Rights Act of 1964)**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees follows:

a) Compliance with Regulations

The Contractor shall comply with the Regulations relative to non-discrimination if Federally-assisted programs of the Department of Transportation (hereinafter referred to as "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b) Non-Discrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c) Solicitation for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, religion, color, sex, age, or national origin.

d) Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by COUNTY or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the COUNTY, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e) Sanctions for Non-compliance

In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it or as FTA may determine to be appropriate, including, but not limited to:

1) Withholding of payments to the Contractor under the contract until the contractor complies, and/or,

b) Cancellation, termination or suspension of the contract, in whole or in part.

f) Incorporation of Provisions

The Contractor shall include the provisions of the Equal Employment Opportunity Act in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurements as the COUNTY may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request COUNTY to enter into such litigation to protect the interests of COUNTY, and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

ARTICLE 43 - NONDISCRIMINATION

During the performance of this Contract, 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 insure 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.

By entering into this Contract with the COUNTY and signing the Disability Nondiscrimination Affidavit attached hereto (Attachment A) the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Metro-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency, the Courts or the COUNTY to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 44 - MOST FAVORED CUSTOMER

The Contractor agrees to treat the COUNTY as its most favored customer. The Contractor represents that all of the prices, warranties, benefits and other terms being provided hereunder are equal to or better than the terms being offered by the Contractor to its current customers. If, during the term of this Agreement, the Contractor enters into an agreement with any other customer providing such customer with more favorable terms, then this Agreement will be deemed appropriately amended to provide such terms to the COUNTY. The Contractor shall

promptly provide the COUNTY with any refund or credits thereby created. If the Contractor provides Services to the COUNTY which the Contractor did not create specifically for the COUNTY and which the Contractor offers to its current customers, the Contractor represents that all of the prices, warranties, benefits and other terms associated with those Services are equal to or better than the terms being offered by the Contractor to its current customers.

ARTICLE 45 - NO ESTOPPEL OR WAIVER

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

ARTICLE 46 - 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 47 - 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 contain herein.

ARTICLE 48 - 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 COUNTY under this Agreement which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 49 - INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. 431, no member of, or delegates to the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

ARTICLE 50 - INTEREST OF PUBLIC OFFICIALS

No member, officer or employee of the COUNTY or Metropolitan Dade County during their tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof in violation of Section 2-11.1 (q), Code of Metropolitan Dade County.

ARTICLE 51 - CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT REQUIREMENTS

Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt Federal Contracts, grants or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

ARTICLE 52 - CONSERVATION

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

ARTICLE 53 - CERTIFICATION REGARDING LOBBYING

31 U.S. Code Section 1352 provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Contractor shall be governed by this provision upon Contract award.

ARTICLE 54 - AMERICANS WITH DISABILITIES ACT (ADA)

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

To comply with all of the applicable regulations of the Americans with Disabilities Act of 1990, Public Law 101-336, as may be amended from time to time; Title I,

Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

All proposers must certify that they comply with all the requirements of the ADA, by completing the attached Affidavit. The requirements include but are not limited to posting a notice informing service providers and employees that they can file any complaints of ADA violations with Dade County

ARTICLE 55 - BUY AMERICA

This procurement is subject to the Federal Transit Administration Buy America requirements in 49 CFR 661. A Buy America Certificate must be completed and submitted with the proposal. A proposal which does not include the Certificate will be considered non-responsive. A waiver from the Buy America provision may be sought by the COUNTY if grounds for the waiver exist.

ARTICLE 56 - CAPITAL COST OF CONTRACTING

The selected contractor shall agree to provide all necessary information required by the Federal Transit Administration under Section 15 of the Federal Transit Act, Reporting and FTA Circular 7010.1 - "Capital Cost of Contracting". Additional information, regarding the nature and use of capital equipment, may also be required based on the promulgation of the proposed Code of Federal Regulations rule 49 CFR 639, Capital Leases. The COUNTY retains the right to direct changes in the method of accounting used by the Contractor, if necessary, to comply with the provisions of this section.

ARTICLE 57 - INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Metropolitan Dade County Administrative Order 3-20, the Consultant is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the COUNTY deems it appropriate to do so. Upon written notice from the COUNTY, the consultant shall make available to the IPSIG retained by the COUNTY, all requested records and documentation pertaining to this Agreement for inspection and copying. The COUNTY shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices in Appendix B, Price Schedule and any changes thereto approved by the COUNTY, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Consultant, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the COUNTY to conduct an audit or investigate the operations, activities

and performance of the Contractor in connection with this agreement. The terms of this Article shall not impose any liability on the COUNTY by the Consultant or any third party.

ARTICLE 58 - BUSINESS ACTIVITY WITH AND TRAVEL TO CUBA

By entering into this Agreement with the COUNTY and signing the Cuba Affidavit attached hereto as Appendix C the Consultant attests that it is not in violation of Metropolitan Dade County Resolutions Nos. 202-96 and 206-96, as implemented by Administrative Order No. 3-12. Resolution No. 202-96, as implemented by Administrative Order No. 3-12 prohibits the COUNTY from entering into a contract with any person or entity that has traveled to Cuba in violation of U.S. travel restrictions during the ten year period preceding the due date for submittal of proposals, nor any entity presently having an officer or holder of a ten percent or more ownership interest in such entity who traveled to Cuba in violation of such restrictions during such ten year period. The Consultant shall complete and notarize the attached Cuba Affidavit.

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

ATTEST:

METROPOLITAN PLANNING ORGANIZATION

By: _____
Clerk

By: _____ (SEAL)
Director of the Metropolitan Planning
Organization

CONTRACTOR

By: _____
Secretary

By: _____ (SEAL)
President

FEDERAL TAX I.D. NO. _____ Date: _____

Approved as to form and legal sufficiency:

Assistant County Attorney

- Appendix A :** **Scope of Services**
(To be Attached at time of Contract Execution)

- Appendix B :** **Price Schedule**
(To be Attached at time of Contract Execution)

- Appendix C:** **Cuba Affidavit**
(To be Attached at time of Contract Execution)

- Attachment A:** **Irrevocable Letter of Credit (See page 25)**
(To be Attached at time of Contract Execution)

- Attachment B:** **Surety Bond (See page 25)**
(To be Attached at time of Contract Execution)

- Attachment C:** **Disability Nondiscrimination Affidavit**
(To be Attached at time of Contract Execution)

