REQUEST FOR PROPOSALS

CITY OF NORTH MIAMI COMMUNITY TRANSIT SERVICES (NOMI EXPRESS)
RFP No. 58-18-19

DATE OF ADVERTISEMENT
September 25, 2019

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
October 9, 2019 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

PROPOSAL SUBMITTAL DEADLINE
November 7, 2019 – BY NO LATER THAN 3:30 PM (LOCAL TIME)

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, FIRST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FLORIDA 33161-4116

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk prior to the Submittal deadline rests solely with the Respondent. The City of North Miami will not accept late submittals due to delays resulting from or caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation may be obtained by contacting DemandStar at www.demandstar.com or calling 206-940-0305 or downloaded from the City’s Purchasing Department website at:


Contact Person: Phillip Ford
Email: Purchasing@northmiamifl.gov - Telephone: (305) 895-9886
The City of North Miami, Florida (“City”) is soliciting proposals from qualified and experienced firms to provide fixed-routes transit services for the City of North Miami Community Transit Services (NOMI Express).

Please submit one (1) original Proposal, six (6) copies of the original Proposal and one (1) digital copy on compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below. All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall. Proposals received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

Please clearly mark Proposals as follows:

“IMPORTANT - SOLICITATION ENCLOSED”
City of North Miami Community Transit Services (NOMI Express)
RFP No. 58-18-19

The Solicitation Timetable is as follows:

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<td>Advertisement Date</td>
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<td>Deadline for Questions or Request for Clarification</td>
<td>October 9, 2019</td>
<td>3:30pm</td>
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<td>Proposal Submittal Deadline</td>
<td>November 7, 2019</td>
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<td>Evaluation Committee Interviews</td>
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<td></td>
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<tr>
<td>City Council Approval Date</td>
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Note: The City reserves the right to delay or modify scheduled dates and will post notice of any changes on the Purchasing Department website.

BID BOND AND PERFORMANCE BOND
A Bid Bond that is 5% of the amount of the total bid must be included with Bid submittal, as a guarantee that bidder will enter into an agreement with the City if the bid is accepted, and 100% Performance Bond will be required for award of Contract, as stipulated herein.

CONCEAL OF SILENCE
Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see Appendix “A” for further information).

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade
Alberto Destrade, CPPO
Purchasing Director
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Attachment A – Interlocal Agreement Between Miami-Dade County and the City of North Miami for the Provision of Public Transportation Services

Attachment B - NOMI Express Bus Wrap

Attachment C – NOMI Express Map & Schedule

All of our contract forms are fill-in able and can be found on the City’s website at:

http://northmiamifl.gov/departments/Purchasing/forms.aspx

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit
- A-3(a) Statement of Intent
- A-4 Questionnaire Instructions
- A-5 Acknowledgement of Addenda
- A-6 Disclosure of Subcontractors and Suppliers
- A-7 General Insurance Requirements
- A-9 Bid Bond
- A-10 Performance Bond
- A-14 References
SECTION 1.0
INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) “City” means the City of North Miami.
b) “Contract” means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
c) “Contractor” or “Awarded Vendor” means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.
d) “Proposal” means any and all documents submitted by a Proposer in response to this Solicitation.
e) “Proposer” or “Respondent.” Any and all individuals, companies, joint ventures or other type of business organization submitting a response to this Solicitation.
f) “Scope of Services” or “Scope of Work” means the work to be performed by the selected Respondent under this Contract.
g) “Solicitation” means this Request for Proposals (RFP) document, and all associated addenda and attachments.
h) “Subcontractors” or “Sub-consultant” shall mean any person, Respondent, entity or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
i) “Work” or “Services” includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

1.2 CITY OVERVIEW

The City of North Miami, Florida (with a population of over 62,000 residents) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest City in Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City’s rich history since its incorporation in 1926.

The City currently has over 500 employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and awarded vendors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our goal of identifying the most cost effective and competitive pricing, we strive to remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City’s anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The Public Entity Crime Affidavit, (Form “A-1”) referenced in this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted
as part of the Respondent’s Proposal package, is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, subcontractors/subconsultants, vendors, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event of such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6. LOBBYING

All Respondents, their agents and sub-consultants or sub-contractors, are hereby placed on notice that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, sub-consultants or sub-contractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning this Solicitation, the selection process and the negotiation and award procedures.

1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 of the City’s Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its sub-contractors, sub-consultants or vendors who are included on the City’s “Suspension List” shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City’s “Suspension List” shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Interested firms may contact the City’s Purchasing Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City’s web site (www.northmiamifl.gov) and DemandStar at www.demandstar.com or by calling 206-940-0305 and requesting the corresponding document number.
1.9. ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10. ADDENDA

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx) and on Demand Star at www.demandstar.com at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City’s website (www.northmiamifl.gov) and Demand Star at www.demandstar.com or calling 206-940-0305 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the Demand Star can be downloaded.

1.11. CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12. PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer’s right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City of North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City’s Clerk’s Office.

1.13. CONTRACT

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14. PROPOSAL COST

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15. TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16. SUBMITTAL AND OPENING OF PROPOSALS

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference
information shall also be marked on the outside of the sealed envelope, including the Respondent’s return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a submittal issued by any City office, receptionist or personnel other than the Clerk’s Office will not constitute “delivery” as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17. ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submittal of a Proposal to the City.

1.18. WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

1.19. PUBLIC RECORDS AND EXEMPTIONS

Please be advised that Proposals received by the City become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

1.20. REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

a) When such rejection is in the interests of the City;

b) If such Proposal is deemed non-responsive;

c) If the Respondent is deemed non-responsible;

or
d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.
1.22 PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS

An Evaluation Committee shall be established in accordance with the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 4.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee’s final evaluation following their interview of the selected firms. The Committee’s results and recommendation for award shall be submitted to the City Council for review by the Purchasing Department.

1.23 CITY MANAGER’S REVIEW

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

a) Approve the Committee’s recommendation and submit to City Council for approval;

b) Reject the Committee’s recommendation and direct the Committee to re-evaluate and make further recommendation; or

c) Reject all Proposals.

1.24 CITY COUNCIL REVIEW

Upon receipt of the City Manager’s recommendation, the City Council may:

a) Approve the City Manager’s recommendation and authorize the contract or contract negotiations;

b) Reject all Proposals; or

c) Reject all Proposals and direct staff to re-issue a new Solicitation.

1.25 CONTRACT AWARD

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

1.26 PRICE PROPOSAL FORM

See Section 7.0

1.27 NON-RESPONSIVE PROPOSALS

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.
1.28 CONE OF SILENCE

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see Appendix “A”). Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk’s Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

1.29 SUBCONTRACTORS AND SUPPLIERS DISCLOSURE

This RFP requires that the Respondent must list any and all sub-contractors and/or sub-consultants who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. Failure to comply with this requirement shall render the Proposal non-responsive. Moreover, the selected Respondent shall not change or substitute sub-contractors, sub-consultants or suppliers from those listed in the Proposal without prior written approval of the City (see Form A-6).

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at www.northmiamifl.gov.

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

1.31 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.
1.32 PROPRIETARY/CONFIDENTIAL INFORMATION

[See Section 1.19 above]

1.33 LOCAL VENDOR PREFERENCE

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

A local business shall be defined as:

A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or

Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or

Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

1.34 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.35 MODIFICATION OF PROPOSAL

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

1.36 TRUTH IN NEGOTIATION STATEMENT

The selected Respondent must provide a written statement stating “wage rates and other factual unit cost supporting the compensation are accurate, complete and current” prior to Contract execution.

1.37 LATE SUBMITTALS

The City will not accept Proposals received after opening time and encourages early submittal.

1.38 ATTORNEYS’ FEES

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Contract, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.39 CONFLICTS OF INTEREST

The City’s Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded vendors or Respondents providing professional services on Work assigned to the selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to
this Solicitation, no person having such conflicting interest shall be employed by the Respondent.

1.40 CONSTRUCTION SERVICES

Not Applicable.

1.44 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

END OF SECTION
SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE
The City of North Miami, Florida ("City") is soliciting proposals from qualified, licensed and experienced firms to provide fixed-routes passenger transit services for the City of North Miami Community Transit Services (NOMI Express).

NOMI Express is a free community bus service for the residents of the City and is funded by Miami-Dade County's ½ Cent Transportation Surtax.

2.2 TERM OF CONTRACT
The initial contract period shall commence on the date stipulated upon issuance of a Notice to Proceed and shall remain in effect for a period of four (4) years.

2.3 OPTION TO RENEW
The initial contract prices shall prevail for a period of four (4) years from the contract’s effective date.

The City Manager or a duly authorized designee reserves the sole option to renew this Contract for two (2) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his authorized designee and continued satisfactory performance by the Contractor in accordance with the Scope of Work stated herein.

Prior to completion of that initial term, the City may consider an adjustment to price based on changes in the Consumer Price Index for All Urban Consumers – Transportation in the Miami-Fort Lauderdale, Florida area (Series ID: CUURS35BSAT, CUUSS35BSAT).

It is the Contractor’s responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Contractor’s request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the City will assume that the Contractor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.4 MINIMUM QUALIFICATIONS
To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be deemed as “NON-RESPONSIVE”.

Those qualifications are as follows:

- Be registered to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida, Division of Corporations records.
• The Respondent must have current and valid certificates of transportation, permits and chauffeur registrations as required by Chapter 31 of the Code of Miami-Dade County.

• The Respondent must have a minimum of five (5) years of successful experience in providing fixed-route passenger transportation services. Accordingly, the Respondent must provide adequate documentation of fixed-route passenger transportation services rendered within the last five (5) years (e.g. copies of executed contracts, bid award documents, etc.). Evidence of such experience shall be limited to no more than ten (10) contracts.

• The Respondent must designate a Project Manager who will oversee the complete operation of services detailed herein. Project Manager shall have at least five (5) years of experience in fixed-routes passenger transit services. Proposers are required to clearly identify its Project Manager and include his/her resume with previous work history, job descriptions, education, and references.

• The Respondent must have an Automotive Service Excellence (ASE) certified mechanic as member of their staff. Copies of ASE Certifications must be included in response to this solicitation.

• Each Respondent must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond that will satisfy the requirements reflected in Section 2.10 of this Solicitation.

• Each Respondent must provide a Bid Bond in accordance with the City’s Code of Ordinance, Article III – Procurement Code, Section 7-176, a Bid Bond is required for competitive sealed proposals when the price is estimated to exceed one hundred thousand dollars ($100,000.00). The amount of the guarantee shall be five percent (5%) of the total proposal amount.

• Respondent must provide at least three (3) references of clients to which it has provided fixed-route passenger transportation services within the last ten (10) years. If available, such references should be representative of Florida public agencies. Please include a fully completed Form A-14.

**Note:** Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.

2.5 **INSURANCE AND INDEMNIFICATION**

Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.5.1 **COMMERCIAL GENERAL LIABILITY**

Minimum limit of $1 Million per occurrence for bodily injury and property damage; with $2,000,000 aggregate coverage; this coverage shall also include personal, advertising injury and medical expense.

2.5.2 **COMMERCIAL AUTOMOBILE LIABILITY**
Minimum limit of $2 Million, covering any auto including owned, non-owned, hired or leased. In the event Contractor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Contractor to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

2.5.3 WORKER’S COMPENSATION

As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer’s Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Insurance policies required by Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City’s Risk Manager prior to signing of Contract. Contractor may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

Contractor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFP. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the City’s review or acceptance of insurance maintained by the successful Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Contractor under the Contract.

Contractor shall indemnify and hold harmless the City of North Miami and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may ensue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to
indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming the City of North Miami as additional insured where applicable.

2.6 **BID BOND AND PERFORMANCE BOND**

All proposals must be accompanied by a bid bond of 5% of the total bid amount submitted by the Respondent and the awarded Respondent shall be required to provide the City with performance bond for 100% of the total awarded amount of the Contract. Moreover, all bonds must be executed by a surety company authorized to do business in the State of Florida and that complies with the requirements of Florida Statutes 287.0935.

In lieu of submitting a bid bond, as well as performance bond, the Respondent may submit money orders, certified checks, cashier’s checks or irrevocable letters of credit, made payable to the City of North Miami, in the appropriate dollar amount of the bid bond and/or performance bond. If an irrevocable letter of credit is used, it must be issued by a bank located in Miami-Dade County for the requisite dollar amount and should clearly state that it cannot be revoked until express written approval has been given by the City. To draw on same, the City would simply have to give written notice to the bank with a copy to the awarded Respondent.

2.7 **FAILURE TO PERFORM**

If in the opinion of the City’s representative the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then City's representative may notify the Contractor that the City will terminate the contract.

If at any time the City's representative shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City may there-upon look to the next responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.8 **FEDERAL AND STATE REGULATIONS**

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding provision of Services.

2.9 **ACCEPTANCE OF SERVICES BY THE CITY**

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.
2.10 NOTICE TO PROCEED
The City seeks a contractor that will commence Services within ninety (90) calendar days from the City’s issuance of a Notice-to-Proceed (NTP).

2.11 COUNCIL MEETING
The Contractor must be available to attend City Council meeting when required. Contractor must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint handouts) if requested by City Council and/or an authorized City representative.

2.12 SOLICITATION CLARIFICATIONS AND INQUIRIES
For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at purchasing@northmiamifl.gov. Such Contact is to be for procedural clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Request for Qualifications must be submitted in writing by email. The Solicitation number and title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Bid. No questions will be received verbally or after said deadline.

2.13 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS
The City reserves the right to reject any and all proposals and to waive minor irregularities in the procedure.

2.14 CONDITIONS OF PROPOSALS
2.14.1 Late Proposals – Proposals received by the City Clerk after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

2.14.2 Completeness – All information required by this RFP must be supplied to constitute an acceptable Proposal.

2.14.3 Public Opening – All Proposals will be publicly opened at the time and place specified.

2.14.4 Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conform to the RFP and is most advantageous to the City.

2.14.5 Contract - A Contract (the “Agreement”) will be awarded in accordance with City Council approval, and Florida Statutes, by the City Council. The City Manager reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests. The Agreement is provided herein as an attachment to this RFP. The City Manager reserves the right to award a contract to more than one Consultant as is in the City’s best interest.

END OF SECTION
SECTION 3.0
SCOPE OF SERVICES/
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES
The successful Respondent, herein after referred to as “CONTRACTOR”, shall provide a
turnkey transit service operation which will include the daily operation of the fixed-route NOMI
Express, providing a minimum of five (5) buses as specified herein and all other equipment,
facilities and personnel required to operate the NOMI Express.

3.2 BUSES
3.2.1 Minimum Bus Requirements: CONTRACTOR shall initially provide five (5) buses: two (2)
new buses (less than 10,000 miles), accommodating sixteen (16) seated passengers and
one wheelchair passenger; two (2) new buses (less than 10,000 miles), accommodating 22
seated passengers and one wheelchair passenger; and one (1) spare bus in excellent
working order, accommodating 16 seated passengers and one wheelchair passenger.
3.2.2 Buses must be wheelchair lift-equipped, ADA compliant.
3.2.3 Buses must be equipped with a front bumper mounted bicycle rack.
3.2.4 CONTRACTOR shall maintain the air conditioning system in order that all buses shall have
properly working cooling systems during operation. In the event the interior temperature
cannot be maintained at a comfortable level, a replacement bus shall be dispatched.
3.2.5 CONTRACTOR is encouraged to provide innovative green technologies or practices,
including reduced idle time, alternative fuels, etc.
3.2.6 In the event of a bus breakdown. The maximum response time until the arrival of the
replacement bus shall be one (1) hour.
3.2.7 All buses must be equipped with 2-way radio communications that are monitored from the
time the buses leave the CONTRACTOR’S bus facility to the time they return to the facility.
Radio communications should minimize driver distraction and be used only for business use.
Cell phone use while the driver is operating the bus is strictly forbidden.
3.2.8 CONTRACTOR shall be responsible for providing an Operations Manual which shall, at a
minimum, include provisions regarding:
- Bus Operating Procedures
- Driver Conduct
- Safety Procedures
- Accident Procedures
- Administration
- Reporting Procedures
- Passenger Relations and Protocol
- Bus Downtime Procedures
3.2.9 Buses shall be replaced at 90% of its useful life. The mileage limit may be adjusted
depending on the frequency of repairs based on a mutual agreement between
CONTRACTOR and the City.

3.3 BUS TECHNOLOGY
3.3.1 All buses, including spare bus or any temporary replacement bus, must be equipped with the
following Technology which must be functional at all times:
3.3.2 GPS bus tracking system to provide real-time information to staff and to the public via a
mobile and desktop applications. Tracking system must be compatible with Miami-Dade
County’s real-time tracking system.
3.3.3 Provision of free Wi-Fi for passengers.
3.3.4 Three (3) cameras shall be installed on all buses with real-time video feed to the City, with
clear views of interior and exterior. City staff must be able to download videos when needed.
3.3.5 Automatic passenger counters (APC) and software to provide accurate boarding and alighting counts in real-time and location based data and reports to determine ridership based on stops.

3.3.6 TV monitor for announcements and possible advertisement.

3.4 **FACILITIES**
Contractor shall provide facilities for housing and maintenance of buses.

3.5 **STAFF**
3.5.1 Contractor shall designate a Project Manager who will oversee the complete operation of Services detailed herein. Project Manager shall have at least five (5) years of experience in fixed-routes passenger transit services.

3.5.2 Project Manager will serve as the primary contact with City staff and will be responsible for ensuring that all issues are addressed. City will be notified in advance of a change in the Project Manager.

3.5.3 Project Manager shall meet with City staff quarterly and on an as needed basis to provide reports and review operations.

3.5.4 Contractor must have a Supervisor on-site in the event of any accident.

3.5.5 Contractor must have an Automotive Service Excellence (ASE) certified mechanic as a member of their staff.

3.5.6 Contractor shall provide personnel staff and a dedicated Miami-Dade phone number to receive and address customer question and complaints during bus operating hours.

3.5.7 Drivers shall be able to provide destination information and transfers related to all NOMI Express routes.

3.6 **REPORTS**
3.6.1 The CONTRACTOR shall provide reports to the City on a monthly basis including ridership by route and stop, on-time performance, bus operating performance (mileage, down time).

3.6.2 CONTRACTOR shall provide the City with monthly reports per Staff requests, and as may be required by Miami-Dade County, the Federal Transit Authority (FTA) and Florida Department of Transportation (FDOT). Payment for services will not be made without required reports. Contractor shall accept and log all customer complaints and submit them to the City with invoices.

3.7 **BUS SIGNAGE**
3.7.1 CONTRACTOR shall wrap all buses, including spare, as depicted in Attachment B - NOMI Express Bus Wrap.

3.7.2 Buses shall have route designation signs and shall be conspicuously displayed on the front, curb side and rear of the buses.

3.7.3 At the City’s discretion and cost, advertising may be placed on the outside or inside of bus, including interior videos.

3.7.4 Any temporary replacement bus shall be clearly identified as part of the NOMI Express fleet and noticeably include the route designation.

3.8 **ROUTES AND HOURS OF OPERATION**
3.8.1 The CONTRACTOR shall operate four (4) routes Monday through Friday, excluding City observed holidays, from 7 a.m. to 7 p.m. and the weekend route on Saturday and Sunday from 10am to 6pm, excluding City observed holidays.

3.8.2 The Revenue Hour rate in the bid form will apply to the possible extension of the service until 10 pm weekdays or for special events from time to time with a minimum of 4 hours service.

3.8.3 Each of the four (4) primary routes and the weekend route are between 10-12 miles long and have a roundtrip service time of approximately one (1) hour.
3.8.4 All routes are within the City of North Miami except for connections to municipal services in adjacent cities.

3.8.5 The City reserves the right to amend routes and add routes as it deem necessary. The City and the CONTRACTOR shall mutually agree on the commencement date of any additional routes.

3.9 CITY OBSERVED HOLIDAYS
NOMI Express does not provide service on the following City observed holidays:
- New Year’s Day
- Dr. Martin Luther King Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Christmas

3.10 OPERATIONS STANDARDS
The CONTRACTOR shall operate this Service with the following performance standards and goals, which include but are not limited to:
- Average passenger wait time – maximum of five (5) minutes based on the scheduled arrival time.
- Reliability – lateness of more than five (5) minutes, should occur less than 10% of time and the buses shall never depart a stop before its scheduled time.
- CONTRACTOR shall provide proof of schedule adherence.

3.11 PREVENTATIVE MAINTENANCE SCHEDULES
CONTRACTOR shall provide the City with the bus maintenance schedule to ensure the safe operation of buses, following the Original Equipment Manufacturer (OEM) requirements, Florida state code and industry standards. The CONTRACTOR shall also provide quarterly maintenance logs for each bus and documentation for any major repairs (in excess of $5,000) performed.

3.12 BUS APPEARANCE / INSPECTIONS
3.12.1 All buses in service are required to be clean, free of dents, scratches, graffiti, or damage. Buses must also be free of mechanical problems that render the bus unsafe, excessively noisy or uncomfortable to ride in.

3.12.2 At the end of each service day, the buses must be cleaned of debris, trash or litter and deodorized. At a minimum, the exterior of all buses must be washed weekly.

3.12.3 Windows of buses must be cleaned at ALL times.

3.12.4 All fluid levels on the buses shall be checked on a daily basis. The City prefers to have fluid levels checked prior to the start of a service day.

3.12.5 All drivers will be required to complete a bus inspections report at the beginning and end of each shift noting any safety or mechanical defects. These reports will be made available to the City upon request.

3.12.6 Before each shift or replacement of bus (either one route to another or a spare bus), appropriate route signage will be confirmed and GPS and air conditioning tested.

3.13 STAFF APPEARANCE
3.13.1 Bus drivers are required to wear CONTRACTOR issued identification, with bus driver’s name clearly visible. ID badges are to be worn at all times during Service.
3.13.2 A standard uniform (i.e. shirt, pants, and shoes) must be worn by all bus drivers while on duty.

3.14 **DRIVER STANDARDS**

3.14.1 All drivers must have a current and valid, Class C, Florida Drivers License, with a Passenger Endorsement. CONTRACTOR must provide copies of driver’s licenses prior to commencement of services.

3.14.2 Drivers must be a licensed US driver for a minimum of three (3) years; read, write, and understand English and be at least 25 years old.

3.14.3 No driver shall be employed or remain employed if said driver has had three (3) or more moving violations within the last two years prior to application, have more than one moving violation within the last 12 months or a criminal record with any felony convictions (includes a guilty verdict, a determination of guilt after trial to a judge, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest).

3.15 **PASSENGER RELATIONS**

3.15.1 Passengers must receive prompt, friendly, courteous service and accurate information.

3.15.2 Passengers shall receive efficient service with a smile and a thank you.

3.15.3 Passengers are to be treated with respect & dignity, care and compassion.

3.15.4 Passengers shall receive prompt answers to his/her questions.

3.15.5 CONTRACTOR shall Vendor will provide training to all new drivers continually reinforce the importance of positive relations with NOMI Express riders.

3.16 **SITE INSPECTION OF VENDOR FACILITY**

City staff shall have access to CONTRACTOR’S facility to conduct an on-site inspection of buses and operation.

3.17 **OTHER REQUIREMENTS**

3.17.1 Gratuities of any sort, shall NOT be accepted, solicited or encouraged by the driver. Buses shall include signs stating such.

3.17.2 No one shall be permitted to smoke, eat, drink or play a radio (other than necessary driver/dispatcher radios) while on the buses.

END OF SECTION
SECTION 4.0
EVALUATION / SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submittal requirements outlined in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the necessary documentation, is submitted in the format outlined in this Solicitation, is submitted in a timely manner and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

This Contract will be awarded to the Respondent which provides the best value and is in the best interest of the City in accordance with City’s Procurement Code.

4.2 EVALUATION PROCESS

The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, approach to the Scope of Services, and proposed Cost to the City from each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the factors detailed under Section 4.3.

4.3 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is 100 points per Evaluation Committee member. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee’s score for each Respondent, adjusted by the Local Business Preference factor, if any.

EVALUATION CRITERIA

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<thead>
<tr>
<th>CATEGORY</th>
<th>DESCRIPTION</th>
<th>MAXIMUM POINTS</th>
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<tr>
<td>1</td>
<td>Qualifications of the Firm and Fixed-Route Transportation Service Experience – Section 5.1 (4)</td>
<td>30</td>
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<tr>
<td>2</td>
<td>Proposed Approach to the Scope of Services, Equipment and Technology – Section 5.1 (5)</td>
<td>30</td>
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<td>4</td>
<td>Cost to the City – Section 5.1 (6)</td>
<td>30</td>
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<tr>
<td>5</td>
<td>References – Section 5.1 (7)</td>
<td>10</td>
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<tr>
<td>TOTAL</td>
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4.4 **COMMITTEE INTERVIEWS**
Respondents may be invited to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The presentation may clarify but may not modify the content of the Respondent’s proposal. Verbal communications between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a “negotiation” of terms by either party. The City/Agency will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

4.5 **NEGOTIATIONS**
The City may award a Contract to the highest ranked firm based solely on their initial Proposal. Therefore, each initial offer should contain the Proposer’s best terms from a monetary and technical standpoint.

Nonetheless, if the City proceeds to negotiate a Contract with the highest ranked firm and is unable to reach an agreement, the City reserves the right to terminate negotiations and may begin negotiations with the next ranked responsible and responsive Proposer. This process may continue until a contract acceptable to the City Manager has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any firm selected for negotiations may be required to provide the City with the following information:

a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer’s preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

**END OF SECTION**
SECTION 5.0
PROPOSAL FORMAT

5.1 INSTRUCTIONS TO RESPONDENTS

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2” X 11” pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must be marked “ORIGINAL”. The document package copies should be individually bound. CD’s must be provided on a CD or DVD (Adobe or Word format). Proposals which do not include the required documents may be deemed non-responsive and may not be considered for award.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared in a clear and concise manner, addressing the requirements according to the instructions provided in this Solicitation.

Each proposal must be submitted as follows:

- One (1) original (must be clearly identified as “ORIGINAL”).
- Five (5) duplicate copies.
- One (1) CD’s or DVD’s (must be clearly labeled with Company Name, Bid No., Title & Professional Category) or Thumbprint Drive.

Proposals shall be submitted in sufficient detail to permit the City/Agency to conduct a meaningful evaluation of the proposed services. The proposal must include the following information:

A “tab” should be provided for each section as follows:

1. Cover Page
   The title page should include the name of the respondent’s company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City/Agency’s account, date, and the subject and signature page. (See Section 6.0)

2. Table of Contents
   The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

3. Business Structure
   Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of corporate information (if applicable) indicating when corporation was organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable, including the licenses to operate a transit service in the State of Florida and Miami-Dade County.
4. Qualifications of the Firm and Related Fixed-Route Transportation Service Experience – 30 Points
Provide a complete history and description of your company, including, but not limited to, the number of years in business, number of employees, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City’s needs.

The Proposer must describe its expertise in and experience with providing turnkey, fixed-route transportation services for municipalities or agencies using shuttles or light to medium duty buses. Please provide examples.

Proposer must demonstrate that the firm has sufficient financial resources, maintenance facilities and personnel to successfully deliver the Services without interruption.

Provide information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees is or has been involved within the last five years.

Identify if Proposer has taken any exception to the terms of this solicitation. If so, indicate what alternative(s) is being offered and the cost implications of the exception(s).

Each Proposer must include:
- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the City’s primary contact and provide the person(s’) background, training, related experience, qualifications and authority.

5. Approach to the Scope of Services, Equipment and Technology – 30 Points
The NOMI Express serves the residents of the City and the service therefore represents the City to the riders and the general public. How will the company ensure that the drivers and buses reflect a high level of service? What kind of training is provided to the drivers and how is their performance in terms of safety and customer focus enforced or rewarded?

What buses are being recommended to provide the service as described in the scope? Provide specifications including engine type, overall length, seating arrangement, ADA access, bicycle rack, a/c system, and other relevant information or special features. Provide the expected life of each of the buses based on the manufacturer and testing by Altoona or similar agencies. Demonstrate that Proposer has experience with the specific buses being recommended and has the ability to maintain or replace the bus as needed.

Technology has enhanced the ability to deliver a high quality of service. How will you ensure that buses are adhering to the schedule both in real time and to monthly evaluations? Please describe the technologies to be employed and the information that will be available to your dispatchers, City staff, and the public via an app. Describe how you will deploy video systems, automatic passenger counters, on-board wifi and how will you ensure they are operational including on any replacement buses.
Describe internal procedures and how you will communicate to City staff any problems in terms of equipment and service or complaints by riders. Provide examples of daily and monthly reports on ridership, on-time performance, bus operations, and logging of incidents.

Successful proposer will be taking over an existing service. Please provide a transition plan to meet the goal of having the service fully operational within 90 days from the Notice-to-Proceed.

6. **Cost to the City – 30 Points**  
Proposer must provide an hourly rate per revenue hour. The hourly rates must include all costs associated with the performance of the contract as a result of this RFP and must include overhead and profits.

7. **References -10 Points**  
Respondent must provide at least three (3) references of clients to which it has provided fixed-route passenger transportation services within the last ten (10) years. If available, such references should be representative of Florida public agencies. Please include a fully completed Form A-14.

8. **Local Business Preference**  
The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3). A local business shall be defined as:

A business located in the City with a current City business tax receipt issued prior to the City’s issuance of the solicitation for supplies or services; or  
Has at least ten (10) percent of its total workforce residing in the City prior to the City’s issuance of the solicitation for supplies or services; or  
Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

END OF SECTION
SECTION 6.0
COVER PAGE & CONTACT INFORMATION
This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The “Contact Person” listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

<table>
<thead>
<tr>
<th>Legal Name of Proposer(s):</th>
</tr>
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<tbody>
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<table>
<thead>
<tr>
<th>Federal Employee Identification (FEIN) Number:</th>
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<table>
<thead>
<tr>
<th>Mailing Address:</th>
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<table>
<thead>
<tr>
<th>City, State, Zip Code:</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Contact Person:</th>
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<table>
<thead>
<tr>
<th>Title:</th>
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<table>
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<tr>
<th>Email Address:</th>
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<table>
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<tr>
<th>Telephone Number:</th>
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<table>
<thead>
<tr>
<th>Fax Number:</th>
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<tr>
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</tbody>
</table>
I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Name of Company: ____________________________________________

Authorized Signature: _________________________________________

Title of Officer: _______________________________________________
SECTION 7.0
COST PROPOSAL
<table>
<thead>
<tr>
<th>NOMI Express Fixed-route Transit Services</th>
<th>Estimated Annual Hours of Operation</th>
<th>Hourly Rate (US$)</th>
<th>Total Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation of the Blue and Red Routes with a minimum of two (2) sixteen (16) seated passenger buses and one (1) wheelchair passenger</td>
<td>6240 hours</td>
<td>$________/hour</td>
<td>$___________</td>
</tr>
<tr>
<td>Operation of the Orange and Green Routes with a minimum of two (2) twenty-two (22) seated passenger buses and one (1) wheelchair passenger</td>
<td>6240 hours</td>
<td>$________/hour</td>
<td>$___________</td>
</tr>
<tr>
<td>Operation of the Purple (Weekend) Route with a minimum of a sixteen (16) seated passenger bus and one (1) wheelchair passenger</td>
<td>832 hours</td>
<td>$________/hour</td>
<td>$___________</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL COST** $___________

1. The Respondent acknowledges that Services must commence within **ninety (90) calendar days** from the City’s issuance of a Notice-to-Proceed.

2. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

3. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Authorized Company Representative (Print Name) _______________________________ Date ________________

Signature _______________________________ Title _______________________________
SECTION 8.0
MINIMUM QUALIFICATIONS AND PROPOSAL SUBMITTAL CHECKLIST
## Minimum Qualifications and Proposal Submittal Checklist

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Check List</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.)</td>
<td>Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz.org report with your company registered in active status.</td>
<td>Submit Copy of Active Sunbiz.org Registration</td>
</tr>
<tr>
<td>2.)</td>
<td>Respondent must have current and valid certificates of transportation, permits and chauffeur registrations as required by Chapter 31 of the Code of Miami-Dade County.</td>
<td>Submit Copies of Certificates</td>
</tr>
<tr>
<td>3.)</td>
<td>The Respondent must have a minimum of five (5) years of successful experience in providing fixed-route passenger transportation services.</td>
<td>Submit verifiable documentation</td>
</tr>
<tr>
<td>4.)</td>
<td>The Respondent must designate a Project Manager who will oversee the complete operation of services detailed herein. Project Manager shall have at least five (5) years of experience in fixed-routes passenger transit services.</td>
<td>Submit verifiable documentation</td>
</tr>
<tr>
<td>5.)</td>
<td>The Respondent must have an Automotive Service Excellence (ASE) certified mechanic as member of their staff. Copies of ASE Certifications must be included in response to this solicitation.</td>
<td>Submit verifiable documentation</td>
</tr>
<tr>
<td>6.)</td>
<td>The Respondent must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond that will satisfy the requirements reflected in Section 2.10 of this Solicitation.</td>
<td>Performance Bond Letter of Commitment</td>
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<tr>
<td>7.)</td>
<td>In accordance with the City’s Code of Ordinance, Article III – Procurement Code, Section 7-176, a Bid Bond is required for competitive sealed proposals when the price is estimated to exceed one hundred thousand dollars ($100,000.00). The amount of the bond shall be five percent (5%) of the total proposal amount.</td>
<td></td>
</tr>
<tr>
<td>8.)</td>
<td>The Respondent must provide at least three (3) references of clients to which it has provided fixed-route passenger transportation services within the last ten (10) years. If available, such references should be representative of Florida public agencies.</td>
<td></td>
</tr>
</tbody>
</table>
PROPOSAL SUBMITTAL CHECKLIST

CITY OF NORTH MIAMI COMMUNITY TRANSIT SERVICES (NOMI EXPRESS)
RFP No. 58-18-19

This checklist is provided for Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Bid received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: ______________________

<table>
<thead>
<tr>
<th>Tab/Page No.</th>
<th>Forms</th>
<th>OFFICE USE ONLY</th>
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<tr>
<td></td>
<td>Section 6.0 Cover Page/Information Sheet</td>
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<td></td>
<td>Minimum Qualifications and Proposal Submittal Checklist</td>
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<tr>
<td></td>
<td>Proposal Letter</td>
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</tr>
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<td>Business Structure</td>
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<td>Sunbiz Report</td>
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<td>Qualifications of the Firm and Related Fixed-Route Transportation Service Experience</td>
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<td>Proposed Approach, Equipment and Technology</td>
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<td>Proposed Rates</td>
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<tr>
<td>A-1</td>
<td>Public Entity Crimes Affidavit</td>
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<tr>
<td>A-2</td>
<td>Non- Collusive Bid Certificate</td>
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<tr>
<td>A-3</td>
<td>Local Preference Affidavit (if applicable)</td>
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<tr>
<td>A-3(a)</td>
<td>Statement of Intent (if applicable)</td>
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</tr>
<tr>
<td>A-4</td>
<td>Questionnaire Instructions</td>
<td></td>
</tr>
<tr>
<td>A-5</td>
<td>Acknowledgement of Addenda (if applicable)</td>
<td></td>
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<tr>
<td>A-6</td>
<td>Disclosure of Subcontractors &amp; Suppliers (if applicable)</td>
<td></td>
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<tr>
<td>A-7</td>
<td>Insurance Requirements</td>
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<td>A-9</td>
<td>Bid Bond</td>
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<td>A-10</td>
<td>Performance Bond</td>
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<tr>
<td>A-14</td>
<td>References</td>
<td></td>
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</table>
Appendix “A”
Cone of Silence Ordinance
Sec. 7-192. Cone of Silence.

(a) **Purpose and intent.** The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) **Cone of silence is defined to mean a PROHIBITION on:**

(1) **Any communication** regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city’s professional staff including, but not limited to, the city manager and his or her staff;

(2) **Any communication** regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) **Any communication** regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) **Any communication** regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) **Any communication** regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:
(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees,
contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.