

Solicitation RFP-20-019-DR

NORTH MIAMI BEACH TROLLEY OPERATION AND MAINTENANCE SERVICES

Bid Designation: Public



City of North Miami Beach

Bid RFP-20-019-DR

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Bid Number **RFP-20-019-DR**

Bid Title **NORTH MIAMI BEACH TROLLEY OPERATION AND MAINTENANCE SERVICES**

Bid Start Date **In Held**

Bid End Date **Jun 24, 2020 2:00:00 PM EDT**

Question &

Answer End **Jun 16, 2020 5:00:00 PM EDT**

Date

Bid Contact **Meghan Cianelli Bennett**

305-948-2946

Meghan.bennett@cityymb.com

Bid Contact **Donna Rockfeld**

305-948-2946

donna.rockfeld@cityymb.com

Description

The City of North Miami Beach is a first-tier suburb in northeastern Miami-Dade County, which is located in the southeast part of Florida. Located midway between Miami and Fort Lauderdale with excellent regional highway access, it is primarily a residential and shopping community. Its central location and easy access has made North Miami Beach one of South Florida's best known regional shopping areas and offers a wide variety of recreational, cultural, and dining experiences. The City of North Miami Beach celebrated its 90th Anniversary in 2016.

The City of North Miami Beach Trolley operates a fixed route system. The awarded Contractor is required to operate a minimum of five (5) trolley vehicles with a minimum capacity of twenty-four (24) passengers per vehicle on each route.

The awarded contractor shall coordinate, manage, operate and maintain the City's NMB-Line Trolley free trolley transportation services in accordance with the route(s) in compliance with the City's operating policies and local ordinances. The contractor shall provide all of the necessary services, including system management, training, technical and operating personnel and supervise all elements of on-street operation and develop administrative procedures as necessary for the operation of the City's fixed route(s) trolley system. The Contractor shall be responsible for fleet maintenance, fuel and physical facilities including office facilities and garage, required for operation and maintenance of the service to operate the service.

The City of North Miami Beach ("City"), Florida invites qualified firms to submit proposals no later than 2:00 PM EST June, XX, 2020. Submissions will be received at the office of Procurement Management Division, 17011 NE 19 Avenue, Room 315, North Miami Beach, FL (305-948-2946). Late submissions shall not be considered.

The City of North Miami Beach reserves the right to reject any and all proposals, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, a Cone of Silence is hereby imposed on the project identified above.

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RFP No. 20-019-DR NORTH MIAMI BEACH TROLLEY OPERATION AND MAINTENANCESERVICES

The City of North Miami Beach, FL invites qualified firms to submit proposals in accordance with the requirements stated herein no later than **2:00 PM EDT on June 24, 2020** for **RFP No. 20-019-DR NORTH MIAMI BEACH TROLLEY OPERATION AND MAINTENANCESERVICES**. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.citynmb.com/> or at www.BidSync.com.

Questions regarding this solicitation shall be submitted in writing to Bidsync.com no later than 5:00 PM EDT on June 16, 2020.

Event	Date
RFP Available	June 1, 2020
Last Date Receipt of Questions (by 5:00 pm EST)	June 16, 2020
Proposals Due (2:00 pm EST)	June 24, 2020
Evaluation Committee Review Meetings	July 2020
City Commission Resolution to Award	July 2020
Contract Start Date	October 1, 2020

Proposers shall submit **One (1) original complete proposal package, four (4) duplicate copies of said package and one (1) flash drive**, to the **City of North Miami Beach Procurement Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162** on or before the due date stipulated above.

All packages shall be clearly marked “**RFP No. 20-019-DR NORTH MIAMI BEACH TROLLEY OPERATION AND MAINTENANCESERVICES**”. The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be accepted.**

RFP responses will be publicly recorded and firm names read aloud in the City Hall 2nd Floor Commission Chambers on the due date/time noted above. The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

Meghan Cianelli Bennett

Purchasing Supervisor
City of North Miami Beach

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

END OF SECTION

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids/Proposals.

Advertisement for Bids: The public notice inviting the submission of bids for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Bidder for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose bid is accepted and who enters into a Contract with

the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Project Manager: The duly authorized representative designated to manage the Project.

Bid: The written offer of a Bidder to perform the work or service.

Bid Documents: Bid Guarantee or Bid deposit. The Advertisement for Bid, Instructions to Bidders, Bid Form, Bidder Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Scope of Service: Document which details the work to be performed by the Bidder.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Bidder in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit Bids. At the time of contract award (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.Citynmb.com to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to www.Citynmb.com.

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Invitation to Bid ("ITB").

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer or Procurement Supervisor. Such inquiries or request for information shall be submitted to the Chief Procurement Officer or Procurement Supervisor and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The request may also be electronically mailed to bids@Citynmb.com or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence the following is prohibited: Any communication regarding this solicitation between a potential vendor, service

provider, Bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Management Division at bids@Citynmb.com.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

1.5 SUBMISSION OF BIDS

- A. Bids and Addenda thereto shall be delivered via Bidsync.com by the due/time specified.

1.6 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation,

whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda via Bidsync.com. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

1.7 REJECTION OF BID

The City reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the contract or reject all bids within one hundred and twenty (120) calendar days after Bids opening date.

1.8 WITHDRAWAL OF BID

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the Bid opening.
- B. Bids may be withdrawn prior to the time set for the Bid opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the Bid deposit furnished by any Bidder who requests to withdraw a Bid after the Bid opening.

1.9 LATE BIDS OR MODIFICATIONS

Only Bids received as of opening date and time will be considered timely. Bids and modifications received after the time set for the Bid opening will be rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Bid Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the **Chief Procurement Officer by the deadline for Questions posted on Bidsync.com.**

1.12 INVOICING/PAYMENT

All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3rd Floor, North Miami Beach, Florida 33162. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the bid form.

1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and

organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Chief Procurement Officer.
Procurement Management Division
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946 Fax: (305) 957-3522
Email: bids@Citynmb.com
and,

To the City Attorney
City Attorney
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162
Phone: (305) 948-2939 Fax: (305) 787-6004

To the Bidder

Notices will be sent to the Bidder at the physical address, e-mail address, fax numbers and to the person listed in the bid, as applicable.

Either party may at any time designate a different address and/or contact person by

giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.15 EMPLOYEES

All employees of the Bidder shall be considered to be at all times the sole employees of the Bidder under the Bidder's sole direction, and not employees or agents of the City of North Miami Beach. The Bidder shall supply competent and physically capable employees and the City is authorized to require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF BID

The bid, or contract, shall be awarded to the lowest responsible and responsive bidder whose bid conforms with the terms and conditions of the Invitation to Bid.

1.17 PROTESTS

- A. Right to protest. Any Bidder or interested parties (hereinafter collectively referred to as the " Bidder ") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of the ITB may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the ITB.
 1. Any protest concerning the ITB specifications, requirements, and/or terms must be made within three business days (for the purposes of this

section, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest ITB specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

2. Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days following the release of the notice of the City Manager's written recommendation to the City Commission for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based, and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All Bidders shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the City Manager's written recommendation to the City Commission.
 - B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which

expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

- C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the ITB.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the ITB in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.
- F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the

ITB unless a written determination is made by the City Manager, that the award pursuant to the ITB must be made without delay in order to protect a substantial interest of the City.

- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time the City Manager's written recommendation for award of the ITB is presented at a meeting of the Mayor and City Commission, the City Attorney, or designee, shall present a report to inform the Mayor and City Commission of any legal issues relative to any protest filed in connection with the ITB in question.
- K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.

1.18 AGREEMENT

An agreement shall be sent to the awarded Bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Bidder.

1.19 DISQUALIFICATION OF BIDDERS

A Bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

Poor performance or default, in the City's opinion, on previous contracts with the City.
 Poor performance or default, in the City's opinion, on previous contracts with other public entities.
 Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.20 SUBCONTRACTING

The Bidder will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The Bidder shall furnish in writing to the City the names of the Subcontractors. The Bidder shall not contract with any Subcontractors to whom the City has made reasonable and timely objection. The final Subcontractors list shall be presented to the City.

1.21 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City and City's approval.

1.22 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.23 COLLUSION

The Bidder, by affixing his signature to this bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a bid, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.25 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Bidders' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this ITB shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently

or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

1.26 EXCEPTIONS TO BID

The Bidder must clearly indicate any exceptions they wish to take to any of the terms in this Bid, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Bid. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took

exception to (as said term and/or condition was originally set forth on the ITB.)

1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Bidder shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of North Miami Beach, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

1.28 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.29 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.30 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the bid form by the Bidder.

1.31 CLAIMS

Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.32 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.33 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36

months from the date of being placed on the convicted vendor list.

1.34 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.35 DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.37 ACCESS TO RECORDS

The City reserves the right to require the Bidder to submit to an audit. The Bidder shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The selected Bidder shall

retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

1.38 GREEN PROCUREMENT POLICY

Bidders shall be required to comply with City's Green Procurement Policy, as provided for in the City's Purchasing Policy and Procedures.

1.39 INSURANCE REQUIREMENTS

The Bidder shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Bidder shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440. Should the Bidder be exempt from this Statute, the Bidder and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Bidder shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the

certificate of insurance.

- C. Umbrella Liability, in an amount not less than \$5,000,000, to also include the City of North Miami Beach as an additional insured. The Umbrella coverage must be as broad as the primary General Liability Coverage.
- D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

Each policy of insurance required to be carried under this section shall contain (i) a provision that no act or omission of the CITY or CONTRACTOR shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained and (ii) a waiver of subrogation by the insurer.

All insurance procured by the CONTRACTOR in accordance with the requirements of this section shall be PRIMARY over any insurance carried out by the CITY and not require contribution by the CITY. The terms of the insurance policies referred to herein shall preclude subrogation claims against the CITY and their respective officers, employees, agents and contractors.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide

published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

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

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

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

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for

submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

1.40 CITY WEBSITE

The City utilizes the following procedures for notification of bid opportunities: www.bidsync.com and on the City Website: <https://www.citynmb.com/214/Bid-Opportunities>. These are the only forms of notification by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

1.41 DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this ITB; postpone or cancel at any time this ITB process; or, waive any formalities of or irregularities in the process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, Bidder(s) submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Commission, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the ITB, which is, in the sole opinion of the City Commission of the City of North Miami Beach, in the best interest of the City

of North Miami Beach. The issuance of this ITB constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this ITB. In all cases the City of North Miami Beach shall have no liability to any bid for any costs or expense incurred in connection with this ITB.

1.42 CONFIDENTIALITY

As a political subdivision, the City of North Miami Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a bid, Bidder acknowledges that the materials submitted with the bid and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its bid.

1.43 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services, and render full and

prompt cooperation with the City in all aspects of the Services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Bidder acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Bidder agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.44 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Bidder warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Bidder deemed necessary in order to determine the price the Bidder will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and

Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Bidder any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Bidder.

All Services undertaken by the Bidder before City's approval of this Contract shall be at the Bidder's risk and expense.

1.45 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Bidder may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.46 MANNER OF PERFORMANCE

- A. The Bidder shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Bidder in all aspects of the Services. At the request of the City, the Bidder shall promptly remove from the project any Bidder's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Bidder.
- B. The Bidder agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Bidder's personnel performing services hereunder at the behest of the City. Removal and replacement of any Bidder's personnel as used in this Article shall not require the termination and or demotion of

such Bidder's personnel.

- C. The Bidder agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Bidder shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Bidder shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.47 INDEPENDENT CONTRACTOR RELATIONSHIP

The Bidder is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Bidder's 's sole direction, supervision and control. The Bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Bidder s relationship and the

relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Bidder does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in the Agreement.

1.48 AUTHORITY OF THE CITY'S CONTRACT MANAGER

- A. The Bidder hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.
- C. The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Bidder and the Contract Manager are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract

Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Bidder's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.49 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.51 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and

request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.53 SEVERABILITY

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

1.54 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or

cancellation, including attorney's fees.

- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.
- D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

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

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
 - 1. Stop work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary

for the protection and preservation of the City's materials and property;

- 3. Cancel orders;
- 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
- 5. Take no action which will increase the amounts payable by the City under the Agreement.
- G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

1.55 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the 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:
 - 1. The Contractor has not delivered Deliverables on a timely basis;
 - 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. 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;
 5. The Contractor has failed to obtain the approval of the City where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
1. Treat such failure as a repudiation of the Agreement;
 2. 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 City shall terminate the

Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.56 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.57 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own

expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.58 PROPRIETARY RIGHTS

- A. The Bidder hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Bidder hereunder or furnished by the Bidder to the City and/or created by the Bidder for delivery to the City, even if unfinished or in

process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Bidder as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Bidder shall not, without the prior written consent of the City, use such documentation on any other project in which the Bidder or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Bidder to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Bidder and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Bidder nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Bidder, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Bidder's performance hereunder.

1.59 ELECTRONIC BIDDING

The City maintains an automated vendor address list that has been generated for each specific commodity class item through our electronic bid issuing service, www.bidsync.com. Notices of Invitations to Bids (ITB'S) are sent by email to the selection of bidders who have fully registered with www.bidsync.com, and to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with

BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address contact www.bidsync.com.

1.60 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidder agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. 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 a 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.

- F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".
- H. Florida Building Code (FBC).
- I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.61 NONDISCRIMINATION

During the performance of this Contract, Bidder agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be 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 City, the Bidder attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Bidder or any owner, subsidiary or other firm affiliated with or related to the Bidder is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Bidder submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Bidder was not in violation at the time it submitted its affidavit.

1.62 CONFLICT OF INTEREST

The Bidder represents that:

- A. No officer, director, employee, agent, or other consultant of the City 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 the Agreement.
- B. There are no undisclosed persons or entities interested with the Bidder in the Agreement. The Agreement is entered into by the Bidder without any connection with any other entity or person making a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Bidder's knowledge, any subcontractor or supplier to the Bidder.
- C. Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder's faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City 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 City's 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 the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Bidder 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, Bidder shall promptly bring such information to the attention of the City's Attorney. Bidder shall thereafter cooperate with the City Attorney's review and investigation of such information, and comply with the instructions Bidder receives from the Contract Manager in regard to remedying the situation.

1.63 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Bidder, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Bidder first obtains the written approval of the City. Such approval may be withheld if for any reason the City 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 City; and
- C. Represent, directly or indirectly, that any product or service provided by the Bidder or such parties has been approved or

endorsed by the City, except as may be required by law.

1.64 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Bidder has with the City, the Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law.

1.65 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

1.66 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Bidder and the City under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Bidder, which are assigned by a person designated as authorized to bind the Bidder, will be recognized by the City as duly authorized expressions on behalf of Bidder.

1.68 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's Bidder lists, and prohibition from engaging in any business with the City.

1.69 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.70 E-VERIFY

Bidder acknowledges that the City may be utilizing the Bidder's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Bidder shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Bidder during the Agreement term. The Bidder is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Bidder acknowledges that the terms of this paragraph are material

terms, the breach of any of which shall constitute a default under the Agreement.

1.71 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.72 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Bidder shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.73 ANNEXATION

Bidder agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

1.74 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its

common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.75 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF BIDDERS

Bids shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Bidder(s) qualified by experience to do the work specified.

The Bidder shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Bidder shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Bidder agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected.

2.3 CONTRACT TERM

This contract shall commence upon the effective date of the duly executed Agreement, and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been delivered and completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods. Bidding firms shall provide timelines within their bid packages outlining investment, project and revenue milestones as applicable.

2.4 PRICING

Pricing shall be all-inclusive. Successful bidders shall include in their pricing all the labor specified below, performed according to the

provisions of the contract, supplying all materials, supplies, permits and any other necessary services to complete the work. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.5 REQUESTS FOR INFORMATION

For information concerning specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Please note: No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in www.bidsync.com shall become part of any contract that is created from this ITB.

2.6 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from ITB specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the City in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least ten (10) working days before the Solicitation opening, or at the pre-Bid

conference, to allow sufficient time to resolve all discrepancies.

2.7 VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Bidder is an independent contractor and not an agent of City. The Bidder shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

2.8 PROTECTION OF PROPERTY

The Bidder shall take extra precaution to protect all property while conducting services. Any damage done by the Bidder shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

2.9 BIDDER'S REPRESENTATIONS

Bidder must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Bidder must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Bidder.

2.10 PERSONNEL

Bidder's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

PURPOSE AND INTENT

The City of North Miami Beach Public Works Department is soliciting proposals from qualified and experienced firms for the operation and maintenance of city provided trolleys for the NMB-Line Trolley (NMB-Line) services. Contractor shall provide day to day management, operation and maintenance of the trolley transportation services for the City of North Miami Beach.

All firms that provide public transit services and are licensed to operate in the State of Florida are invited to submit a proposal.

The NMB-Line provides an alternative mode of transport (transit) which alleviates traffic load to the transportation system during peak hours resulting in associated environmental and social benefits. There is no cost to the passenger to use the trolley transport.

DESCRIPTION OF CITY OF NORTH MIAMI BEACH

The City of North Miami Beach is a first-tier suburb in northeastern Miami-Dade County, which is located in the southeast part of Florida. Located midway between Miami and Fort Lauderdale with excellent regional highway access, it is primarily a residential and shopping community. Its central location and easy access has made North Miami Beach one of South Florida's best known regional shopping areas and offers a wide variety of recreational, cultural, and dining experiences. The City of North Miami Beach celebrated its 90th Anniversary in 2016.

BACKGROUND

The City of North Miami Beach NMB-Line Trolley (NMB-Line) services currently has five trolleys in the service area. The trolleys currently in operation are owned by the City. Our trolleys meet all applicable Americans with Disabilities Act (ADA) requirements, plus complies with all safety, mechanical, and vehicular standards mandated by Miami-Dade Transit Agency Consumer Service Department or any other applicable regulatory agencies

The NMB-Line has reached a level of annual ridership that ranks 8th in Miami Dade County, amongst twenty-six (26) similar operations. Miami-Dade Transit service is available. The City coordinates existing transit services with the Circulator Service. The route circulators, as well as additional optional routes are public fixed-route transit services and funded by the Miami Dade County Citizens Independent Transportation Trust (CITT). Subsidies for the circulator system are at times provided through Miami Dade County, Florida Department of Transportation (FDOT) Public Transit Service Development Program, and South Florida Regional Transportation Authority.

The Circulator Service is operated as a turn-key arrangement. The Circulator Service operates 5 trolleys at this time. Each trolley has capacity for a minimum of 24-passengers. The Circulator Service operates six days a week, and may include holidays, for approximately twelve hours Monday through Saturday. There is no service on Sundays.

The awarded contractor will be required to meet all Federal, State and Local operations, maintenance and administrative reporting requirements such as those stated in the Florida Administrative Code (FAC) Chapter 14-90, Florida Department of Transportation (FDOT) service development program requirements, including audits and inspections, and Federal American Recovery and Reinvestment Act (ARRA) reporting requirements

3.1 **SCOPE OF SERVICES**

The awarded contractor shall coordinate, manage, operate and maintain the City's NMB-Line Trolley free trolley transportation services in accordance with the route(s) as indicated herein and its equipment in compliance with the City's operating policies and local ordinances.

The awarded contractor shall provide the necessary services, system management, training, technical and operating personnel and supervise all elements of on-street operation and develop administrative procedures as necessary for the operation of the City's fixed route(s) trolley system.

The Contractor shall provide fleet maintenance, fuel and physical facilities including office facilities and garage, required for operation and maintenance of the service to operate the service.

The awarded contractor shall operate the City's in Section 3.2, during the service hours required and number of estimated vehicle(s) miles necessary in the performance of the NMB-Line trolley system.

The services are provided Monday through Saturday within the City at the locations and according to the schedules set forth, attached hereto as Exhibit "A". The approximate total hours for all four routes are estimated 18,360 hours per year for all four routes and a five trolleys operation.

3.2 **ROUTES**

The City of North Miami Beach Trolley operates a fixed route system. The awarded Contractor is required to operate a minimum of five (5) trolley vehicles with a minimum capacity of twenty-four (24) passengers per vehicle on each route.

The City of North Miami Beach trolley system currently consists four (4) routes with a fleet of 5 trolleys as follows:

Route Name	Days	Service Times	No. of Trolleys
Route A	Monday - Saturday	7:30AM – 7:30PM	1
Route B	Monday - Saturday	7:30AM – 7:30PM	1
Route C	Monday - Saturday	7:30AM – 7:30PM	1
Route D	Monday - Saturday	7:30AM – 7:30PM	2

The awarded Contractor will operate the trolley service according to the projected service hours as established by the City. The City will be responsible for providing information to be displayed by the Contractor inside the vehicles. The proposed route(s) in this proposal have been developed by the City and are subject to modifications.

At the City's sole discretion, the City reserves the right to increase or decrease the standard contract hours and route given ten 10 calendar days' notice.

3.2.1 **LEGAL HOLIDAYS**

The legal holidays as indicated below, and marked with an "***" asterisk, require that service shall be provided by the contractor at no holiday or premium rate.

New Year's Day
 Martin Luther King's Birthday
 President's Day*
 Memorial Day
 Fourth of July
 Labor Day

Columbus Day*
 Veteran's Day*
 Thanksgiving Day
 Friday after Thanksgiving Day*
 Christmas Day

3.2.2 Additional Routes - At its sole discretion, the City reserves the right to add or delete routes, trolleys, service hours or personnel to the system.

3.2.3 Special Event and Hours -The City reserves the right to request full service of trolley and vehicle operators for special events and special hours.

3.3 COMPENSATION

Proposers shall provide a per hourly cost to include the management, staffing for vehicle operation, monitoring and vehicle maintenance in order to provide the services specified herein.

3.3.1 The awarded Contractor shall keep its prices for the original and additional service(s) fixed and firm throughout the duration of the contract term, unless modified by the City.

3.4 VEHICLE DESCRIPTION AND EQUIPMENT

Year	Make & Model	VIN #	TAG #	Length	Capacity	Miles
2020	FRHT Bus/Trolley	4UZADEFD8LCLZ3325	XH5204	30'	28	6,128
2020	FRHT Bus/Trolley	4UZADEFDXLCLZ3326	XH5203	30'	28	6,176
2016	FRHT Bus/Trolley	4U2ADEDU8HCJB2372	XE6339	26'	24	113,814
2016	FRHT Bus/Trolley	4U2ADEDU8HCJB2373	135392	26'	24	118,287
2016	FRHT Bus/Trolley	4U2ADEDU8HCJB2374	213283	26'	24	119,417

* Miles as of May 10th, 2020

The City of North Miami Beach reserves the right to add, delete, modify, or change operations and performance standards. The City may add, delete, modify, or change the normal hours of operations (Monday- Saturday).

3.4.1 Trolley Physical Size - With exceptions such as exterior mirrors, marker and signal lights, bumpers, fender skirts, washers, wipers, ad frames, cameras, object detection systems, bicycle racks, feelers and rub rails, City owned trolley vehicles have approximately the following overall dimensions as shown in Figure 1 at static conditions and design height Attachment B – Transit Bus Exterior Dimensions. Additional vehicle specifications are attached.

3.4.2 Backup Vehicles – the awarded Contractor must provide two (2) additional trolley vehicles to serve as backups to the trolley vehicles that will be in service.

A. Contractor's vehicles, when required for use as temporary replacement in the Circulator Service, should meet all specifications as defined in this proposal and required by law. Transit vehicles must meet the requirements of Florida Administrative Code 14-90. The system fleet must meet all local, state and federal Americans with Disabilities Act requirements.

- B. The awarded contractor backup vehicles provided must meet or exceed the current trolley's vehicle minimum specifications (Supreme Classic American, Brown Industries, HomeCity Trolley or Approved Equal).
- C. The City and the proposer must schedule inspections of the backup vehicles prior to executing an agreement. Backup vehicles not meeting the minimum requirement will be deemed non-responsible and shall be cause for the City to negotiate with the next highest ranked firm.

3.4.3 The awarded Contractor shall give the City and its assignees the right and privilege to inspect vehicles on the premises of the Contractor or wherever located whenever the City's judges such inspection may be proper.

3.5 **RECORDS**

The awarded contractor shall document and maintain records but not limited to the following:

- a) Days and hours of operation;
- b) Total actual vehicle miles – the total miles a vehicle travels including any deadhead;
- c) Total actual vehicle revenue miles, if applicable – the total miles the vehicle travels while in revenue service excluding any deadhead;
- d) Total scheduled vehicle revenue miles – the total vehicle revenue miles computed from the scheduled service excluding deadhead, service interruptions, and special additional services;
- e) Unlinked passenger trips – the number of passengers who board the public transportation vehicles (as determined by an actual 100% count or by a Federal Transit Administration ("FTA") approved sampling procedure);
- f) Passenger Miles – the sum of the distances ridden by each passenger;
- g) Ridership for each route.
- h) Log and report all events that impede vehicle movement
- i) A complete individual vehicle history of every vehicle provided by the City keeping the vehicle maintenance file current throughout the term of the Contract
- j) The completion of required inspections;
- k) The timely execution of scheduled servicing;
- l) Major repairs and replacement of Vehicle components
- m) Use of parts and components;
- n) Unscheduled maintenance:
- o) Accident repairs and body work;
- p) Warranty work and claims;
- q) Fuel and oil and fluids consumption on a unit per Vehicle basis;
- r) Vehicle mileage and hours of operation;
- s) Tire and brake life;
- t) Frequency of service provided.

3.5.1 Vehicle Defect Records - The awarded contractor shall maintain records regarding any vehicle defect that occurs. Vehicle defect cards shall be made available to operators and staff on all vehicles operated under this Contract.

3.5.1.1 A vehicle defect report shall be completed as part of the pre-trip inspection on each vehicle and after service and filed chronologically by vehicle number. Operators will turn in defect cards prior to and after each shift to the contractor's staff person who is charged with reviewing each card to prevent trolleys with problems from going out on the next shift/assignment. Original vehicle defect reports shall be kept on file.

3.5.2 City's Right to Inspection - The City shall have the right and authority to periodically conduct, keep with or without prior notice, inspections of all logs and records, including maintenance

records and procedures. The City shall order necessary and reasonable revisions to such procedures as determined to be in the best interests of the City.

3.6 EMERGENCIES AND NATURAL DISASTERS

In the event of an emergency or natural disaster, the City may require the contractor to make available, to the maximum extent possible, transportation and communications services and facilities to assist the City in ameliorating such incidents. Any such use of the trolley vehicles for emergency response purposes must be pre-approved the City and said approval must be secured in writing. To the extent the City requires the contractor to provide such emergency services, the contractor shall be relieved of the obligation to fulfill the duties and responsibilities of operating the current or any future trolley operations which may be established herein. Further, the contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by the contractor and the City prior to the conclusion of the emergency or disaster, or at such other time as they may mutually agree upon.

3.7 CONTRACTOR'S RESPONSIBILITIES

The Contractor will provide start-up services, system management, training, personnel, drivers, fleet maintenance, fuel, personnel and physical facilities including office facilities and garage, required for operation and maintenance of the service to operate the service.

- 3.7.1 All personnel assigned to this project shall be knowledgeable of the NMB-Line Trolley Circulator Service.
- 3.7.2 The Contractor shall provide a twenty-four hour (24) hour telephone contact number. A minimum of two contact names and numbers must remain on file with the City at all times.
 - a. An officer or owner of the Contractor must be available either by phone, by electronic mail or in person to make decisions or provide coordination as necessary.
- 3.7.3 Responsibility for Contractor's day-to-day operations shall be vested in the Contractor's full-time Trolley System Manager assigned to the City.
- 3.7.4 The awarded Contractor will obtain and provide all required state and local vehicle permits and license plates and ensure that all drivers are properly licensed for the service they are providing as applicable. The Contractor must also have all applicable state and local business licenses prior to the start of service.
- 3.7.5 The Contractor shall bear the cost of all operating expenses incidental to the use of its own backup vehicles (including any leased vehicle) and in the operation of the vehicles (including City owned, e.g.: PMC stickers) to comply with all laws, regulations, rules and orders of lawfully constituted authorities.
- 3.7.6 The Contractor shall be liable for any penalties imposed on the City by local, state, and federal agencies due to the Contractor's failure to obtain the proper vehicle licenses or maintain vehicles in accordance with local, state, and federal regulations.
- 3.7.7 The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicles are being utilized for public transportation and while utilizing any and all routes. To the extent that any terms of this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.
- 3.7.8 The Contractor shall comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration (FTA), which shall include, but not be limited to, regulations for drug and alcohol testing. To the extent that any terms of the

resulting agreement with the awarded contractor are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control. The awarded contractor must acknowledge that based upon his Certification of Compliance with FTA requirements submitted to the City, the City will certify the Contractor's FTA compliance to Miami Dade County.

- 3.7.8.1 The awarded contractor must implement a written Drug and Alcohol Testing program as well as adequate background check procedures of all employees related to the City's operation.

3.8 **CONTRACTOR'S PERSONNEL**

The Contractor shall be solely responsible for the satisfactory work performance of its employees and agents as described in this Request for Proposal or any reasonable performance standard established by the City.

The Contractor's personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work within the program.

- 3.8.1 Drivers and Dispatch personnel shall be preferably tri-lingual (English, Spanish and Creole) and trained for the special needs of elderly and disabled individuals and shall respond to questions concerning the service with both sensitivity and efficiency.
 - 3.8.1.1 Drivers and dispatchers shall accurately complete and submit the required operating reports daily.
- 3.8.2 Drivers must have a valid Florida CDL (chauffeurs or commercial) driver's license as well as any other licenses required by applicable federal, state, and local regulations. Vehicle operators must also have a medical examination certificate and pass drug testing. A vehicle operator who does not pass the medical and drug examination shall not be permitted to operate a vehicle.
 - 3.8.2.1 Any vehicle operator shall be trained in all operational procedures relating to the Circulator Service, including thorough knowledge of the service area street network.
 - 3.8.2.2 Drivers shall be fully trained in defensive driving and vehicle handling.
 - 3.8.2.3 Drivers shall be trained in the special skills required to provide transportation to elderly and disabled individuals. Drivers shall also be trained to understand and practice the high quality of service required by the City.
 - 3.8.2.4 Drivers shall assist passengers confined to wheelchairs in boarding and shall perform the tie downs.
 - 3.8.2.5 Drivers shall not transport any animal, except seeing-eye dogs and special companion assistant dogs;
 - 3.8.2.6 Drivers shall be properly trained to operate all types of vehicles (including reserve vehicles owned by the Contractor) in the service, wheelchair lifts and secureness systems, and other equipment that they may be expected to use during service hours.
- 3.8.3 Road Supervision - The Contractor shall provide road supervision as required to monitor drivers, vehicles, quality of service, and adherence to all established routes and time schedules, and to respond to emergency calls.

- 3.8.4 Regularly assigned drivers or trained back-up drivers shall be available and on time daily to ensure consistent and reliable service.
- 3.8.5 No vehicle operator shall take lunch hour or breaks inside or close by his/her vehicle. Passengers must never be kept waiting, except where schedules are maintained.
- 3.8.6 Drivers shall be dressed and groomed appropriately, and they shall be in a uniform acceptable to the City. Drivers shall wear identification tags clearly displaying their first name only while performing their duties.
- 3.8.7 Drivers shall demonstrate courtesy, helpfulness, and good driving habits;
- 3.8.8 Each driver and vehicle shall have an accurate timepiece available and in clear sight at all times during vehicle operation.
- 3.8.9 Drivers are required to have a thorough knowledge of traffic regulations along the route and the schedule time points.

3.9 **TRAINING**

- 3.9.1 The awarded Contractor shall provide manuals related to personnel policies and procedures and maintain an employee acknowledgment file with employee signature indicating they have read and fully understand its contents.
- 3.9.2 All contractor personnel shall be required to attend quality/safety workshops as required by the City up to a maximum of eight hours per year per employee.

3.10 **WAGES**

The awarded Contractor shall be solely responsible for payment of all employees' and/or subcontractor's wages and benefits. The Contractor's personnel wages and work hours shall be in accord with the local, county, and state regulations affecting such personnel.

3.11 **SERVICE STANDARDS**

The Contractor shall strive to provide service in a manner that will maximize the productivity and at the same time maximize customer service, never losing sight of specific performance standards.

- 3.11.1 The Contractor and the City shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by the Contractor with concurrence and final decision by the City.
- 3.11.2 Should it be found that the Contractor's performance has contributed to the Contractor's failure to achieve these standards; the Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance. Should deficiencies persist, the City may assess monetary penalties.
- 3.11.3 Service hours will comply with all Circulator Service operational hours established by the City. The Contractor shall not be held responsible for the failure to provide on-time service due to naturally occurring disasters.

3.12 **CONTRACTOR'S FACILITY**

To effectively manage and operate the Circulator Service, the following facilities may be required to include the following. The City reserves the right to inspect the Proposer's closest maintenance and storage facility.

- 3.12.1 Dispatch room and supervisor station;
- 3.12.2 Secured maintenance and storage area of the City vehicles after hours;
- 3.12.3 Maintenance facility to perform all repairs and maintenance in accordance with vehicle manufacture maintenance guidelines.
- 3.12.4 Scheduling and passing the Miami Dade County annual and semiannual inspection and correction of any mechanical repairs need to insure compliance.
- 3.12.5 Storage for the Contractor's vehicle maintenance (including cleaning supplies) equipment;
- 3.12.6 Fueling facilities to provide a dedicated source of fuel available in emergencies;
- 3.12.7 Break room for drivers and staff;
- 3.12.8 Showers and restroom facilities.

3.13 **LOST AND FOUND ITEMS**

Throughout the day, following each route, the Contractor's driver shall inspect the interior of the trolley and collect any passenger property left behind, placing such items in a bin to be secured by the driver. It is the City's goal to return the property to the passenger.

- 3.13.1 At the end of each day, the contractor's driver shall take lost and found items back to the City's operations center for a hold of the items for a minimum of thirty (30) calendar days. Passengers may contact a city provided telephone Number to inquire about lost articles.

3.14 **ACCIDENT AND INCIDENT PROCEDURES**

The awarded contractor shall develop, implement, and maintain formal and expedient procedures to respond to all accidents, disturbances, passenger injuries/fatalities, and any other service interruptions/failures.

The contractor shall be responsible for reporting to the City as described below, any incidents that occur.

- 3.14.1 All traffic accidents involving vehicles/pedestrians, irrespective of injury, shall be immediately reported to The City of North Miami Beach Police Department. The Contractor will advise such agency of the accident and request a police unit to investigate the accident.
- 3.14.2 The City Trolley Manager shall be immediately notified by the Contractor of any accident or incident, especially those resulting in injury, in loss or damage to the City and/or private property. Written notification shall follow within 24 hours. This written notification shall describe the sequence of events and include reports by driver, attendant, witnesses, etc. In addition, the Florida Department of Transportation requires verbal notification of any accident involving these services within 48 hours thereafter the incident, followed by a written report within 24 hours. Further, fatalities are to be reported verbally to the Florida Department of Transportation within 24 hours of the incident, followed with a written report within the next 24 hours. It will be the responsibility of the Contractor to provide follow-up reports, both verbally and in writing, within required hours of reported incident - applicable to both property damage, injury and/or fatality.

3.15 **SAFETY AND SECURITY PROGRAM PLAN**

The Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel, and vehicles and equipment are maintained at the highest possible level. The Contractor shall comply with all applicable State of Florida Department of Transportation including Florida Administrative Code 14-90 and federal safety requirements.

- 3.15.1 The Contractor shall adhere to the City's Safety and Security Program including periodic attendance to safety meetings, participation in safety organizations, offering safety incentives to drivers and other employees, and participation in risk management activities under the auspices of the Contractor's insurance carrier or other organization.
- 3.15.2 The Contractor shall assist the City with periodic updates of the Safety and Security Program plan. The Contractor will require all drivers, dispatch personnel, vehicle maintenance mechanics, and supervisors to participate in the safety program.
- 3.15.3 The awarded contractor will observe all safety rules and other requirements of regulatory bodies having jurisdiction over the Service Area and operate the Vehicles with the highest regard for all aspects of safety.
- 3.15.4 The Contractor will not use or allow the Vehicles to be used for any illegal purpose.
- 3.15.5 The Vehicles shall not be used for towing, pushing or any purpose other than the transportation of passengers.
- 3.15.6 The awarded contractor shall not overload the Vehicles beyond their specified carrying capacity nor operate a Vehicle in an unsafe manner.
- 3.15.7 No other use may be made of the Vehicles dedicated to the City except as specifically authorized in writing by the City.
- 3.15.8 All Vehicles shall operate with headlights and taillights turned on while in Service.
- 3.15.9 City will designate specific bus stops along the routes described herein. Passengers shall be picked up and discharged only at these designated bus stops. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers.
- 3.15.10 Service shall be provided to all orderly persons who comply with ridership rules and regulations established by the City. The Contractor shall not discriminate against any passenger because of race, color, religion or country of origin, age, gender, sexual preference or disability.
- 3.15.11 Mobility impaired passengers shall be assisted, as necessary, from the curbside to a secured position on the vehicle while boarding, or in reverse while alighting the vehicle. An Operator shall not provide assistance to a mobility-impaired passenger beyond the curbside. No assistance shall be required of an Operator, other than as specified above, if it necessitates leaving the driving position.

3.16 **CITY'S RESPONSIBILITY:**

- 3.16.1 Provide vehicles operated under this contract.
- 3.16.2 Provide oversight of the NMB-Line Trolley service through its designated Trolley Manager, as well as provide administration, marketing, and public information services.
- 3.16.3 Provide a clean and safe workplace.

- 3.16.4 Have the right to refuse any personnel supplied by the Contractor. Any person employed by the contractor who the City may deem temporarily or permanently incompetent or unfit to perform the work, shall be removed promptly from the job and such persons shall not again be placed with the City.
- 3.16.5 Make every reasonable effort to notify the contractor in writing of any special events and their specific requirements at least one week (seven calendar days) prior to the commencement of the event.
- 3.16.6 The City maintains the rights to inspect, examine or test at any reasonable time any of the facilities, records, (including, but not limited to, financial, personnel or maintenance) or equipment used in the performance of the work, or otherwise monitor Contractor's work in order to assure compliance with this Scope of Service.
- 3.16.7 The City may utilize a maintenance auditor to provide expert review of the contractor's maintenance practices and to audit the condition of the City's vehicles at time intervals no less than quarterly. These auditors may or may not be the City employees. These fleet audits will include extensive vehicle inspections, utilizing the pits and lifts of the facility and also involve inspection of maintenance documentation and awarded contractor's procedures. Fluid analysis may be involved.

The contractor must provide full cooperation to these consultants, arrange for efficient use of their time through facility and vehicle access, supply personnel to move vehicles, and make on-the-spot repairs, adjustments, etc.

3.17 **TOLL ENFORCEMENT AND TRAFFIC VIOLATIONS**

The awarded contractor shall be responsible for all toll enforcement charges during the full term of the contract and while in possession of the vehicles as well as Traffic Violation Penalties incurred by the company's operators.

3.18 **MAINTENANCE OF VEHICLES**

The Contractor shall be responsible for all maintenance activities including preventative maintenance but not limited to replacement parts and tires, oil and fluids change, filters, labor, cleaning of vehicle and all related materials.

The Contractor shall maintain the vehicles provided by the City in accordance with manufacturer's standards and keep vehicle in reasonable condition at all times. Scheduled maintenance tasks shall be related and shall be, in accordance with the manufacturer's recommended preventative maintenance schedule (along with routine daily service performed during the fueling operations)

- 3.18.1 **Maintenance Goals and Objectives** – the awarded contractor must establish, submit for the City approval, and track vehicle maintenance goals and objectives. A general description of this program shall be submitted with the proposal with the detailed program submitted to the City for approval at least 30 days before the first day of service provision. At a minimum the detailed maintenance program will:
 - 3.18.1.1 Provide adequate facilities for maintaining vehicles throughout the course of the agreement.
 - 3.18.1.2 Be responsible for any costs associated with any and all materials, parts, labor, oil and fuel for the vehicles provided for services referenced in this agreement.
 - 3.18.1.3 Provide maintenance records to the City throughout the contract period upon the City's request.

- 3.18.2 Modification and Repair of Destination Signs – the awarded contractor shall perform any required maintenance to ensure proper operation of all vehicle destination signs. In the event of route changes that affect the destination sign readings, the City will notify the Contractor of changes in writing and the Contractor will revise the destination sign to reflect that change. Contractor will be responsible for equipment necessary to update these signs.
- 3.18.3 Vehicle Appearance /Cleaning – the awarded contractor shall provide all labor and materials necessary to keep the vehicles clean at all times.
- 3.18.3.1 Vehicles will be delivered with special paint or decaling scheme for Circulator service. It will be the Contractor's responsibility to maintain the color scheme, with painting/decals as needed, throughout the life of the contract.
 - 3.18.3.2 Vehicles shall be free of dents, scratches, or other damage, which materially and adversely affect a vehicles' appearance.
 - 3.18.3.3 Vehicles shall also be free of mechanical problems that render the vehicle unsafe, excessively noisy or uncomfortable to ride in.
 - 3.18.3.4 The awarded contractor shall wash the exteriors of the vehicles, including support vehicles, at least bi-weekly, and shall clean the interiors of the vehicles daily by picking up all litter, sweeping the floor, and cleaning the windows if required.
 - 3.18.3.5 The awarded contractor shall mop vehicle floors and clean all other interior items including seats, handrails, and windows as needed to maintain a clean vehicle.
 - 3.18.3.6 The interior passenger compartment shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products.
 - 3.18.3.7 The awarded contractor shall remove all graffiti from the exterior and interior of the vehicles immediately or as soon as it is practical, but no later than the start of the next day's service. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately.
 - 3.18.3.8 All drivers shall be required to complete a vehicle inspection report (VIR) at the end of each shift noting any safety or mechanical defects.

3.19 FUEL

The awarded contractor will be responsible for supplying all vehicle fuel unless otherwise directed by City. The fuel used for buses must comply with all fuel requirements.

3.20 PARTS, LUBRICANTS, SUPPLIES

The awarded contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts, and supplies required for the maintenance and operation of all buses and service vehicles.

3.21 TIRES

The trolleys will arrive at the awarded contractor's facility with the City owned tires. The Contractor will be responsible for replacing tires for all vehicles.

3.22 PARTS INVENTORY

The awarded contractor shall maintain reasonable inventory levels to assure timely repair of vehicles/equipment.

- 3.22.1 The awarded contractor's supplied parts inventory shall remain the property of the contractor upon completion of the term of this Contract,

3.22.2 The City shall have first right of refusal for the purchase of any remaining inventory. The contractor shall submit a Parts and Warehousing Plan to the City for approval, including, at a minimum, loss prevention, shelf-life, and a critical items list.

3.22.3 A general description of the contractor's inventory program shall be submitted with the proposal with the detailed program submitted to the City for approval or at least thirty (30) days before the first day of service provision.

3.23 GENERAL REPAIRS

The awarded contractor shall provide as required all general repairs to vehicles provided by this Contract. This includes replacement of items that are or appear to be worn out (such as seat covers).

3.23.1 All mechanical defects identified by a City inspection shall be corrected within three (3) days;

3.23.2 Vehicles with safety defects that would impair safe operations shall be removed from service immediately and the problem corrected, and

3.23.3 Minor damage to the body of a Vehicle shall be repaired by the contractor.

3.23.4 Within three (3) days of learning of damage or the need for any repairs, the contractor will complete or cause to have completed all mechanical repairs found necessary to maintain the function of all components and features of the Vehicles unless otherwise directed in writing by the City.

3.23.5 Body and frame repairs, inclusive of necessary painting, will be inspected and certified in writing as completed by the garage performing the work prior to returning the Vehicle to service.

3.23.5.1 Minor body damage repairs shall be repaired as soon as possible, but not to exceed two (2) weeks, subject to the availability of OEM parts when needed.

3.23.5.2 Major body damage shall be repaired before returning the Vehicle to service, not to exceed five (5) weeks out of service, subject to the availability of OEM parts when needed.

3.23.6 Repairs to non-working items that relate to safety shall be completed prior to returning the vehicle to service. Failure of safety related items on a vehicle while performing service shall require immediate removal of the Vehicle from service for repair. These items shall include legally required lights, working brakes, tire tread depth or condition or any other mechanical condition that may have an effect on continued safe operation of a Vehicle.

3.23.7 The contractor shall be responsible for providing any towing services necessary to complete repairs required. Such services shall be done in a safe manner that will not cause damage to the Vehicle, its structure or components.

3.23.8 Fluid Analysis – The City shall notify the Contractor at least forty-eight (48) hours in advance regarding the upcoming collection of oil, transmission, coolant, or other fluids for analysis as part of an audit. During this 48 hours, the Contractor must inform the City of any scheduled preventive maintenance on any trolley which might affect the samples to be tested. Repairs – Any deficiencies in the vehicle fleet identified by the audits shall be repaired by the Contractor. Within 10 days after notification of such deficiencies, the Contractor shall present a written repair schedule/timeline to the City for approval. Failure to submit such a schedule or to not complete the repairs according to an approved schedule will permit the City to procure a third party to complete such work at the Contractor's expense. Any deficiencies that render a vehicle "deadlined" shall be repaired immediately. Protest – In the event the Contractor disputes the independent auditor's findings, or believes for other reasons that the City should reimburse the

Contractor for such repairs, the Contractor may seek the City's approval of a third party paid for by the Contractor and approved by the City, to provide a second opinion. With assistance from the City's auditor, the City will consider additional opinions and attempt to resolve the issue. If the dispute cannot be resolved within a reasonable timeframe, the decision of the City shall be final. Under no circumstances shall the Contractor be relieved of its responsibility for fully complying with adequate equipment requirements to meet service needs during such protest periods.

3.24 **PREVENTIVE MAINTENANCE**

The Contractor shall design and implement a preventive maintenance ("PM") program that will combine regular inspections with scheduled interval-related servicing needs and warranty requirements as provided by the manufacturer.

3.24.1 The Contractor shall maintain the vehicles in accordance with industry standards and warranty requirements to ensure safe, clean, attractive and efficient operation of the vehicles at all times. The Contractor shall submit with its proposal a written Preventive Maintenance (PM) Policy and Program Manual. Any changes after award must be approved by the City in advance. The Contractor shall provide separate PM programs for the vehicle heating and air conditioning (HVAC). Emergency Road call service, including towing of disabled vehicles, will be performed by the Contractor.

3.24.2 Elements of the PM program shall include (but not be limited to):

- a) Daily pre- and post-pullout safety inspections.
- b) Daily servicing of fluid levels, tires, lights and minor mechanical problems. Brakes shall be checked weekly.
- c) Periodic mechanical and safety inspections by mechanics and supervisors. Such inspections shall be documented and completed monthly or more often as indicated necessary by recurring problems.
- d) Interval related servicing should be scheduled to reduce downtime and ensure maximum life and performance of Vehicle components. A minimum of the manufacturer's recommended intervals are required.
- e) The Contractor is responsible for the required inspections of all vehicles used for these services, if and when applicable. The Contractor shall schedule and deliver the Vehicles to a certified inspection station as required, if and when applicable without disrupting service.
- f) A major vehicle mechanical condition inspection and assessment of all Vehicles shall be conducted annually by the Contractor.

3.24.3 Preventive Maintenance of Heating and Air Conditioning - Periodic inspection and servicing checklists will be developed that conform at least to manufactures' most severe service recommendations and generally accepted best industry practices. The Contractor shall properly maintain operating HVAC systems on all vehicles at all times. No vehicle shall be permitted to enter service without a properly functioning heating or air conditioning system and the Contractor shall be expected to make all reasonable efforts to change out a vehicle that experiences a malfunctioning heating or air-conditioning system while in service.

3.25 VARIATIONS AND OEM PARTS

No variation or vehicle system modifications will be allowed without written authorization from the City. Only original equipment manufacturer (OEM) parts and supplies may be used unless the awarded contractor submits a written request to the City, with all relevant documentation, for a specific case-by-case waiver from this requirement and is granted that request. As a result of the required vehicle repairs, the contractor shall ensure that all reassembly tasks are performed in such a manner that the vehicle remains in the OEM configuration as it was received. This includes but is not limited to the wiring configuration and clamping, powertrain components, and body assembly.

3.26 QUALITY ASSURANCE AND AUDITS

The City shall have immediate and unrestricted access to all vehicles and vehicle maintenance records during planned or unannounced visits or inspections to vehicles and awarded contractor's facility for the duration of the Contract. Contractor shall immediately remove from operation any trolley that is determined by the City to be in need of repair, cleaning, or other action.

3.27 MISCELLANEOUS WORK

The contractor shall provide labor for miscellaneous maintenance-related activities on vehicles as may be necessary.

3.28 WARRANTY CLAIMS

The Contractor shall be responsible for documenting, filing and executing all warranty claims with the OEMs and component manufacturers.

3.28.1 The contractor must ensure that all vehicle manufacturer warranty work is accomplished to guarantee the City compliance with necessary warranty requirements.

3.28.2 Contractor shall track all warranty work including parts and labor and submit claims for reimbursement to the manufacturer/supplier. Contractor shall be responsible for defending claims and diligently pursuing claims that, in the City's, its agent's, or the Contractor's opinion are unjustifiably denied. The City may have its maintenance auditor review vehicle records to ensure warranty claims are being properly recorded, submitted, and defended.

3.28.3 Trolley Engine/Powertrain Replacement- Warranty reimbursement for the replacement of components still under warranty will be the responsibility of the Contractor. Powertrain component replacements and repairs for non-warranty items will be the Contractor's responsibility. All repairs and replacements shall be completed within two weeks of failure or request for replacement, unless otherwise approved.

End of Section

SECTION 4.0 PRICE PROPOSAL (25 Points)

THIS FORM IS REQUIRED

4.1 Pricing Form

Provide the hourly rate to be charged to the City for hours each Trolley is in service providing transportation to residents, commuters, and visitors. The City anticipates 18,360 annual hours on in-service Trolley the four routes, five trolleys operation.

The City reserves the rights to increase or decrease the standard contract hours with ten days' notice at the City's sole discretion.

Description:	Unit of Measure:	Estimated Quantity:	Unit Cost:	Extended Amount:
Cost for Labor to staff NMB Line Trolley Services , in accordance with Section 3.0. Scope of Services.	Trolley Hour*	18,360	\$_____/hr	\$_____/year
Cost for "Special Event Hours", if different from the Regular Trolley Hour rate indicated above.	Trolley Hour*		\$_____/hr	

**A trolley hour is defined as one trolley in service for a one hour period. The range of figures given for trolley hours of operation per year does not reflect driver "downtime" or any other reason for drivers on standby or otherwise in an idle status.*

Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the City.

SIGNATURE IS REQUIRED AT THE END OF THIS SECTION

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

END OF SECTION

SECTION 5.0 PROPOSAL FORMAT

Proposers shall submit One (1) original complete proposal package, four (4) duplicate copies of said package and one (1) flash drive or CD copy, to the City of North Miami Beach Procurement Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162 on or before the due date stipulated above. All packages shall be clearly marked “**RFP No. 20-019-DR NORTH MIAMI BEACH TROLLEY OPERATION AND MAINTENANCE SERVICES.**”

Proposals should be prepared by providing straightforward, concise descriptions of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Response must provide the required information in the following order for each of the below items:

5.1 TITLE PAGE AND TABLE OF CONTENTS

Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date. Clearly identify the material by section and page number.

5.1.1 Cover Letter - A cover letter signed by an individual authorized to bind the Proposer.

5.1.2 Executive Summary – A brief executive summary of the proposal being submitted providing an overview of the Proposer’s qualifications. Proposer Company Information & Qualifications – Provide the information necessary to demonstrate the Company’s qualifications for this RFP as identified above in the section “Qualifications of Proposer Including Experience and Past Performance.”

5.2 OPERATIONS PLAN

- 1) Describe implementation plan to begin operations of the trolleys beginning on October 1, 2020.
- 2) Describe in detail the Proposers management plan for monitoring, reporting to and providing the services requested by the City.
- 3) Identify all personnel with oversight responsibilities, training programs, as well as recommendations for operational improvements and efficiencies.

5.3 FIRMS QUALIFICATIONS AND EXPERIENCE

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City’s needs. Include any related or affiliated firms.
- 2) Describe in detail the Proposer’s national, regional and local involvement in the transportation industry.
- 3) Describe the Proposer’s relevant experience in providing similar scope of services to public sector agencies, particularly to municipal/local governments.
- 4) Key Personnel Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel that will perform supervisory, management or oversight responsibilities. Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP.

5.4 CLIENT REFERENCES

- 1) Provide a minimum of three (3) references from public sector agencies, particularly municipal/local government, for which Proposer has performed similar scope of services in the past three years.
- 2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.

5.5 REQUIRED FORMS, ATTACHMENTS AND VALUE-ADDED BENEFITS

- A. All required Section 7.0 forms, attachments, licenses and certificates of insurance – shall be included in a labeled section.
- B. Discuss value-added benefits that set your firm apart including unique service offerings, use of technology, community services, etc. Include descriptions, letters, press releases, brochures and flyers that will assist the City in evaluating the proposal.

5.6 REQUIRED PRICE PROPOSAL

- A. Required Section 4.0 Price Proposal Form shall be included in a labeled section. Form must be signed.

Remainder of Page Intentionally Left Blank

SECTION 6.0 EVALUATION CRITERIA

6.1 EVALUATION METHOD AND CRITERIA

The Procurement Management Division shall review all Proposal submissions for responsiveness to the requirements of the RFP. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP. The Procurement Division will also evaluate the Proposers(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the City Manager. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the City.

Award will be made to responsible firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

The selection of a Proposer with who to contract shall be based on the proposal most advantageous to the City based on the "best value to the City" using the following criteria:

	Evaluation Criteria	Available Points 100
1.	Operations Plan (Section 5.2)	20
2.	Experience and Qualifications - Qualifications of the firm and staff (Section 5.3)	25
3.	Past Performance (Section 5.4)	20
4.	Total Cost of Proposed Services (Price Proposal – Section 4.0)	35

Sample Objective Formula for Price Proposal				
Vendor	Total Proposed Amount	Example Maximum Allowable Points	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to the nearest tenth	Total Points Awarded
Vendor A	\$100.00	35	$\$100 / \$100 \times 35 = 35$	35
Vendor B	\$150.00	35	$\$100 / \$150 \times 35 = 23$	23
Vendor C	\$200.00	35	$\$100 / \$200 \times 35 = 18$	18

The above is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the shortlisting and final ranking of Proposers by establishing a general frame work for those deliberations. During the evaluation process, City reserves the right, where it may serve the City of North Miami Beach's best interest, to request additional information or clarification from Proposers.

6.2 ORAL PRESENTATIONS / INTERVIEWS / FACILITY VISITS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the City require such oral presentation(s), the Proposer will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Proposer's Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist's proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

6.3 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the City may select one or more vendors within the competitive range with which to commence negotiations. The City may enter into contract negotiations with the recommended Proposer or take such other actions in the best interest of the City.

6.4 CONTRACT AWARD

The City of North Miami Beach reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the City of North Miami Beach.

Any contract, as a result of this RFP, will be submitted to City Manager for considerations and may be submitted to the City Commission for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.

END OF SECTION

SECTION 7.0 REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

- 7.1 Statement of "No" Bid
- 7.2 Acknowledgement of Addenda
- 7.3 Bid Signature Page for Cooperation
- 7.4 Bid Signature page for Sole Proprietor or Partnership
- 7.5 Drug Free Workplace Program
- 7.6 Solicitation, Giving, and Acceptance of Gifts Policy
- 7.7 Source of Information
- 7.8 Indemnification Clause
- 7.9 Sworn Statement pursuant to section 287.133 (3) (a) Florida Statutes on Public Entity Crimes
- 7.10 Anti-Kickback Affidavit
- 7.11 Non-Collusive Affidavit
- 7.12 Proposer Experience

7.1 STATEMENT OF “NO” PROPOSAL

If your company will **not** be submitting a Proposal in response to Request for Proposals, please complete this Statement of “No” Proposals Sheet and return, prior to the RFP Due Date established within, to:

**The City of North Miami Beach
Procurement Management Division, Room 315
17011 NE 19th Avenue
North Miami Beach, Florida 33162**

This information will help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: _____ Title _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for “NO” Proposal:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Insufficient time to respond to the RFP.
	Our schedule would not permit us to perform.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

7.2 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

7.3 PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President _____	
Vice-President _____	
Secretary _____	
Treasurer _____	
Registered Agent _____	

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

Post Office Address

PROPOSER:

(CORPORATE NAME)

PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: _____
SECRETARY

YES [] NO []

If no, give address of principal place of business: _____

7.4 PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

PROPOSER

(FIRM NAME)

Witnesses:

(SEAL)

SIGNATURE AND E-MAIL ADDRESS

PRINT NAME

Title (Sole Proprietor or Partner)

Post Office Address:

TELEPHONE

CITY in which fictitious name is registered.

Attach a copy of proof of registration

7.5 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

7.6 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

_____ SIGNATURE	_____ PRINTED NAME
_____ NAME OF COMPANY	_____ TITLE

Failure to sign this page shall render your bid non-responsive.

7.7 SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

- | | |
|---|--------------------------|
| 1. www.Citynmb.com | <input type="checkbox"/> |
| 2. www.BidSync.com | <input type="checkbox"/> |
| 3. Daily Business Review | <input type="checkbox"/> |
| 4. The Miami Herald | <input type="checkbox"/> |
| 5. Referral/word-of-mouth | <input type="checkbox"/> |
| Specify Source: _____ | <input type="checkbox"/> |
| 6. Search Engine/Internet search | <input type="checkbox"/> |
| 7. E-mail, newsgroup, online chat | <input type="checkbox"/> |
| Specify _____ Source: _____ | <input type="checkbox"/> |
| | <input type="checkbox"/> |
| 8. Banner or Link on another website | |
| 9. Flyer, _____ newsletter, _____ direct _____ mail | |
| Specify Source: _____ | |
| Other _____ | Specify Source: _____ |

Please note: This survey form is used for internal Procurement purposes only.

7.8 INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the City Commission, the City of North Miami Beach and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Proposer's Name Signature Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her
[name of individual signing]
signature in the space provided above on this ____ day of _____, 20____

NOTARY PUBLIC

7.9 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day _____, 20____

Personally known _____

OR _____ Name of Notary

Produced identification _____ Notary Public – State of _____

7.10 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of North Miami Beach, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

COUNTY OF _____ }

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20____.

My Commission Expires:

Notary Public State of Florida at Large

7.12 PROPOSER QUESTIONNAIRE

1. Today's Date: _____
2. Name of Company Submitting Proposal: _____
3. How many years has your firm been in business under its present business name? _____
3. Under what other former name(s) has your firm operated? _____

4. Have any similar agreements held by Proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: _____

5. Has the Proposer or any principals of the firm failed to qualify as a responsible Proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes
If yes, please explain: _____

6. Has the Proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes
If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or State registration.

8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):

9. State the name and title of the individual who will have personal management of the work: _____

10. State the name and address of attorney, if any, for the firm: _____

11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: _____

13. Bank references:

BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE NUMBER
_____	_____	_____
_____	_____	_____

14. Firm has attached a current Certificate of Liability Insurance? Yes No

15. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years.

16. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name

Relationship

FIRM NAME

SIGNATURE OF AUTHORIZED AGENT

NAME & TITLE, TYPED OR PRINTED

STATE OF _____)
COUNTY OF _____) SS
_____)

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20____ by
_____ who is personally known to me or produced
_____ as identification.

NOTARY PUBLIC, State of _____

Commission No.: _____

Print Name: _____

Commission Expires: _____

SEAL

(if Corporation)

7.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor: _____

Client Name: _____

Address: _____

Client Contact name: _____

Title: _____

Phone number: _____

Email: _____

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.



SECTION 8.0
AGREEMENT No. 2020-0X
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
(VENDOR NAME)

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2020, by and between (Vendor Name) a corporation organized and existing under the laws of the State of Florida, having its principal office at (Vendor Address) (hereinafter referred to as the "CONTRACTOR"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "CITY"),

RECITALS

WHEREAS, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the Request for Proposal (RFP) No. 2020-0X (Solicitation Title) which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CITY desires to procure from the CONTRACTOR such services for the CITY, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this Agreement shall begin upon full execution of the agreement for an initial three (3) year term. The City Manager or designee shall have the option to renew the Agreement for up to two (2) additional one (1) year terms.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

SECTION 2. PROMPT PAYMENT ACT.

2.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR: VENDOR NAME

Attn: _____
Vendor Address
Telephone No. (____) ____ - ____
Email: _____

SECTION 4. MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONTRACTOR

5.1 The CONTRACTOR is an Independent Contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONSULTANT and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that CITY will not provide workers' compensation insurance for the CONTRACTOR or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the

CONTRACTOR shall be deemed to be an employee or agent of the CITY. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend, with counsel approved by the City and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, causes of actions, demands, liabilities, losses and expenses including, but not limited to, attorneys' fees, including attorney fees at the trial and all levels of the appeal, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions, willful misconduct or other wrongful conduct of CONTRACTOR, its officer, employees, agents, servants, or other personnel entity acting under CONTRACTOR's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including any default by the CONTRACTOR, wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

It is understood and agreed by CONTRACTOR that its liability to the CITY, and/or to CITY'S officers, employees, agents, servants, and contracts, under Section 6.1, shall not in any way be limited to or affected by the amount of insurance coverages required or carried by CONTRACTOR under this Agreement.

The provisions of Section 6.1 shall survive expiration or termination of this Agreement.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

8.1 CONTRACTOR agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the CITY under this agreement shall be the property of the CITY. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONTRACTOR's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONTRACTOR, successors and assigns.

SECTION 9. CONFLICT OF INTEREST/CODE OF ETHICS.

9.1 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the MiamiDade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of North Miami Beach Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONTRACTOR covenants that it

presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

SECTION 10. PUBLIC RECORDS/CONSULTANT PUBLIC RECORDS RESPONSIBILITIES.

10.1 The CONTRACTOR understands the City is subject to Florida's Public Records Act, Chapter 119, FL. Stat. and that any such books, records, documents and data maintained by the City are public records unless expressly exempted by general law. CONTRACTOR agrees that all documents and advertisements maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by City to CONTRACTOR pursuant to this Agreement shall at all times remain the property of City, shall be returned to City, and shall not be used by CONTRACTOR for any other purpose without the written consent of the City.

10.2 CONTRACTOR shall comply with the requirements of Florida Statutes 119.071 to the extent applicable to CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number: (305) 787-6001, e-mail address: CityClerk@citynmb.com, and mailing address: Andrise Bernard City Clerk, NMB City Hall, 17011 N.E. 19 Avenue, North Miami Beach, Florida 33162-3100).

SECTION 11. SOVEREIGN IMMUNITY.

11.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 12. ORDER OF PRECEDENCE

12.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, THE RFP, CONTRACTORS' RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, THE RFP, AND THE CONTRACTORS' RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 13. CONFIDENTIAL INFORMATION

13.1 The CONTRACTOR agrees that any information received by the CONTRACTOR for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations without the expressed consent of the City Manager or designee.

SECTION 14. ASSIGNMENT AND SUBCONTRACTING

14.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated or subcontracted by the CONTRACTOR without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement. The City may assign its rights, together with its obligations hereunder.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 20

CONTRACTOR

CITY OF NORTH MIAMI BEACH

Signature

Esmond K. Scott, City Manager

Name

Date

Title

Date

Approved as to form and legal sufficiency:

Weiss Serota Helman, et al.

Attest:

Andrise Bernard, City Clerk

(City Seal)

ROUTE A

1	Intracoastal Mall / Arrive	7:30 AM	8:59 AM	10:28 AM	11:57 AM	1:27 PM	2:56 PM	4:25 PM	5:55 PM	
1	Intracoastal Mall / Leave	7:40 AM	9:09 AM	10:38 AM	12:07 PM	1:37 PM	3:06 PM	4:35 PM	6:05 PM	
2	NE 35th Ave 166th ST	7:43 AM	9:12 AM	10:42 AM	12:11 PM	1:40 PM	3:10 PM	4:39 PM	6:08 PM	
3	NE 35th Ave 169th ST	7:49 AM	9:19 AM	10:48 AM	12:17 PM	1:46 PM	3:16 PM	4:45 PM	6:14 PM	
4	NE 35th Ave 170th ST	7:53 AM	9:22 AM	10:51 AM	12:21 PM	1:50 PM	3:19 PM	4:49 PM	6:18 PM	
5	NE 35th Ave 171st ST	7:56 AM	9:25 AM	10:55 AM	12:24 PM	1:53 PM	3:23 PM	4:52 PM	6:21 PM	
1	Intracoastal Mall	7:59 AM	9:28 AM	10:57 AM	12:27 PM	1:56 PM	3:25 PM	4:55 PM	6:24 PM	
6	Stratford	8:03 AM	9:33 AM	11:02 AM	12:31PM	2:01 PM	3:30 PM	4:59 PM	6:28 PM	
7	Post Office/ Laurenzo's	8:11 AM	9:41 AM	11:10 AM	12:39 PM	2:08 PM	3:38 PM	5:07 PM	6:36 PM	
8	Inland Towers	8:13 AM	9:42 AM	11:12 AM	12:41 PM	2:10 PM	3:40 PM	5:09 PM	6:38 PM	
9	NMB Library	8:20 AM	9:49 AM	11:18 AM	12:47 PM	2:17 PM	3:46 PM	5:15 PM	6:45 PM	
10	Walmart	8:24 AM	9:53 AM	11:23 AM	12:52 PM	2:21 PM	3:51 PM	5:20 PM	6:49 PM	
11	NE 171st ST 16th Ave	8:27 AM	9:56 AM	11:26 AM	12:55 PM	2:24 PM	3:54 PM	5:23 PM	6:52 PM	
12	Victory Pool/ City Hall	8:34 AM	10:03 AM	11:32 AM	1:02 PM	2:31 PM	4:00 PM	5:30 PM	6:59 PM	
13	NE 20th Ave 168th ST	8:36 AM	10:05 AM	11:34 AM	1:04 PM	2:33 PM	4:02 PM	5:32 PM	7:01 PM	
14	NE 19th Ave 167th ST	8:38 AM	10:07 AM	11:36 AM	1:06 PM	2:35 PM	4:04 PM	5:34 PM	7:03 PM	
15	Inland Towers	8:41 AM	10:11 AM	11:40 AM	1:09 PM	2:38 PM	4:08 PM	5:37 PM	7:06 PM	
16	Post Office/ Laurenzo's	8:43 AM	10:13 AM	11:42 AM	1:11 PM	2:40 PM	4:10 PM	5:39 PM	7:08 PM	
6	Stratford	8:53 AM	10:22 AM	11:51 AM	1:21 PM	2:50 PM	4:19 PM	5:49 PM	7:18 PM	

EAST

NMB-Line will not be providing service on the following holidays:

- New Year's Day
- MLK- Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Special Rules to Remember:

- Shop for only as much as you can carry yourself.
- No more than four(4) plastic or two(2) bags allowed per person
- The driver cannot carry your packages or leave vehicle unattended
- Please no tipping

NMB LINE is operated by:

The City of North Miami Beach Public Works Department

For more Information call :
(305) 537-4173
(305) RIDENMB
743 3662

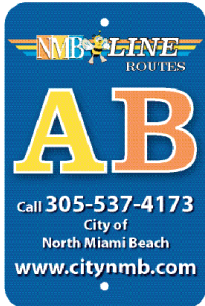
or visit us online at:
www.citynmb.com

ROUTE B

1	Walmart / Arrive		8:10 AM	8:56 AM	9:45 AM	10:30 AM	11:16 AM	12:02 PM	12:47 PM	1:33 PM	2:19 PM	3:05 PM	3:52 PM	4:37 PM	5:23 PM	6:08 PM	6:54 PM
1	Walmart / Leave	7:30 AM	8:16 AM	9:02 AM	9:51 AM	10:36 AM	11:22 AM	12:08 PM	12:53 PM	1:39 PM	2:25 PM	3:11 PM	3:58 PM	4:43 PM	5:29 PM	6:14 PM	7:00 PM
2	NE 170th ST 15th Ave	7:31 AM	8:17 AM	9:04 AM	9:52 AM	10:38 AM	11:23 AM	12:09 PM	12:55 PM	1:40 PM	2:26 PM	3:13 PM	3:59 PM	4:45 PM	5:30 PM	6:16 PM	7:01 PM
3	NE 175th ST 15th Ave	7:34 AM	8:20 AM	9:06 AM	9:55 AM	10:40 AM	11:26 AM	12:12 PM	12:57 PM	1:43 PM	2:29 PM	3:15 PM	4:02 PM	4:47 PM	5:33 PM	6:18 PM	7:04 PM
4	Greynolds P. Elem	7:35 AM	8:21 AM	9:07 AM	9:56 AM	10:41 AM	11:27 AM	12:13 PM	12:58 PM	1:44 PM	2:30 PM	3:16 PM	4:03 PM	4:48 PM	5:34 PM	6:19 PM	7:05 PM
5	NE 181st ST 12th Ave	7:37 AM	8:23 AM	9:09 AM	9:58 AM	10:43 AM	11:29 AM	12:14 PM	1:00 PM	1:46 PM	2:32 PM	3:18 PM	4:04 PM	4:50 PM	5:35 PM	6:21 PM	7:07 PM
6	Shops at Skylake	7:42 AM	8:28 AM	9:16 AM	10:03 AM	10:48 AM	11:34 AM	12:19 PM	1:05 PM	1:50 PM	2:37 PM	3:23 PM	4:09 PM	4:55 PM	5:40 PM	6:26 PM	7:12 PM
7	NE 183rd ST 19th Ave	7:45 AM	8:31 AM	9:20 AM	10:06 AM	10:51 AM	11:37 AM	12:23 PM	1:08 PM	1:54 PM	2:40 PM	3:27 PM	4:12 PM	4:58 PM	5:44 PM	6:29 PM	7:15 PM
8	NE 177st ST 19th Ave	7:46 AM	8:33 AM	9:21 AM	10:07 AM	10:53 AM	11:38 AM	12:24 PM	1:09 PM	1:55 PM	2:41 PM	3:28 PM	4:16 PM	4:59 PM	5:45 PM	6:30 PM	7:16 PM
9	Vitory Pool/City Hall	7:48 AM	8:35 AM	9:24 AM	10:09 AM	10:55 AM	11:40 AM	12:26 PM	1:11 PM	1:57 PM	2:43 PM	3:30 PM	4:16 PM	5:01 PM	5:47 PM	6:33 PM	7:18 PM
10	NE 171st ST 23rd Ave	7:50 AM	8:36 AM	9:25 AM	10:11 AM	10:56 AM	11:42 AM	12:28 PM	1:13 PM	1:59 PM	2:45 PM	3:32 PM	4:18 PM	5:03 PM	5:49 PM	6:34 PM	7:20 PM
11	W. Dixie Hwy NE 22nd Ave	7:51 AM	8:38 AM	9:27 AM	10:12 AM	10:58 AM	11:43 AM	12:29 PM	1:14 PM	2:00 PM	2:47 PM	3:33 PM	4:19 PM	5:04 PM	5:50 PM	6:36 PM	7:21 PM
12	NE 167th ST 22nd Ave	7:52 AM	8:39 AM	9:28 AM	10:13 AM	10:59 AM	11:44 AM	12:30 PM	1:16 PM	2:01 PM	2:48 PM	3:34 PM	4:20 PM	5:06 PM	5:51 PM	6:37 PM	7:22 PM
13	Nova South Univ.	7:55 AM	8:41 AM	9:30 AM	10:16 AM	11:01 AM	11:47 AM	12:32 PM	1:18 PM	2:04 PM	2:50 PM	3:37 PM	4:22 PM	5:08 PM	5:54 PM	6:39 PM	7:25 PM
14	NE 167th ST 19th Ave	7:57 AM	8:44 AM	9:32 AM	10:18 AM	11:04 AM	11:49 AM	12:35 PM	1:20 PM	2:06 PM	2:52 PM	3:39 PM	4:25 PM	5:10 PM	5:56 PM	6:41 PM	7:27 PM
15	NE 164th ST 19th Ave	7:59 AM	8:46 AM	9:34 AM	10:20 AM	11:06 AM	11:51 AM	12:37 PM	1:22 PM	2:08 PM	2:54 PM	3:41 PM	4:27 PM	5:12 PM	5:58 PM	6:43 PM	7:29 PM
16	NMB Library	8:01 AM	8:47 AM	9:36 AM	10:21 AM	11:07 AM	11:53 AM	12:38 PM	1:24 PM	2:09 PM	2:56 PM	3:42 PM	4:28 PM	5:14 PM	5:59 PM	6:45 PM	7:30 PM
17	NE 164th ST 15th Ave	8:02 AM	8:48 AM	9:37 AM	10:23 AM	11:08 AM	11:54 AM	12:40 PM	1:25 PM	2:11 PM	2:57 PM	3:44 PM	4:30 PM	5:15 PM	6:01 PM	6:46 PM	7:32 PM
18	163rd Mall Main Ent	8:04 AM	8:51 AM	9:40 AM	10:25 AM	11:11 AM	11:56 AM	12:42 PM	1:28 PM	2:13 PM	3:00 PM	3:46 PM	4:32 PM	5:18 PM	6:03 PM	6:49 PM	7:34 PM
19	NMB High, JFK Middle	8:08 AM	8:54 AM	9:43 AM	10:28 AM	11:14 AM	12:00 PM	12:45 PM	1:31 PM	2:17 PM	3:03 PM	3:49 PM	4:35 PM	5:21 PM	6:06 PM	6:52 PM	7:37 PM

NORTH

Look for our stops!



ROUTE C

1	Walmart / Arrive		7:56 AM	8:59 AM	10:03 AM	11:06 AM	12:09 PM	1:12 PM	2:17 PM	3:21 PM	4:25 PM	5:28 PM	6:34 PM
1	Walmart / Leave		8:04 AM	9:07 AM	10:11 AM	11:14 AM	12:17 PM	1:20 PM	2:25 PM	3:29 PM	4:33 PM	5:36 PM	6:39 PM
2	NMB Library		8:06 AM	9:10 AM	10:13 AM	11:16 AM	12:19 PM	1:22 PM	2:27 PM	3:32 PM	4:35 PM	5:38 PM	6:41 PM
3	Fulford Elem.		8:09 AM	9:13 AM	10:16 AM	11:19 AM	12:22 PM	1:25 PM	2:30 PM	3:35 PM	4:38 PM	5:41 PM	6:44 PM
4	NE 18th Ave 157th Ter		8:11 AM	9:14 AM	10:17 AM	11:21 AM	12:24 PM	1:27 PM	2:32 PM	3:37 PM	4:40 PM	5:43 PM	6:46 PM
5	NE 16th Ave 153rd Ter		8:13 AM	9:17 AM	10:20 AM	11:23 AM	12:26 PM	1:30 PM	2:35 PM	3:39 PM	4:42 PM	5:46 PM	6:49 PM
6	NE 151st ST W. Dixie Hwy		8:15 AM	9:19 AM	10:22 AM	11:25 AM	12:28 PM	1:32 PM	2:37 PM	3:41 PM	4:44 PM	5:47 PM	6:50 PM
7	NE 151st ST & US1		8:17 AM	9:21 AM	10:24 AM	11:27 AM	12:30 PM	1:34 PM	2:38 PM	3:43 PM	4:46 PM	5:49 PM	6:52 PM
8	David Lawrence Jr.		8:20 AM	9:24 AM	10:27 AM	11:30 AM	12:33 PM	1:37 PM	2:42 PM	3:46 PM	4:49 PM	5:52 PM	6:55 PM
9	FIU North Campus		8:23 AM	9:26 AM	10:29 AM	11:32 AM	12:35 PM	1:39 PM	2:44 PM	3:48 PM	4:51 PM	5:54 PM	6:57 PM
10	ATM High School		8:26 AM	9:29 AM	10:32 AM	11:35 AM	12:38 PM	1:43 PM	2:47 PM	3:51 PM	4:54 PM	5:58 PM	7:01 PM
11	US1 & 151st ST		8:28 AM	9:32 AM	10:35 AM	11:38 AM	12:41 PM	1:45 PM	2:50 PM	3:54 PM	4:57 PM	6:00 PM	7:03 PM
12	US1 & 146th ST		8:30 AM	9:33 AM	10:36 AM	11:40 AM	12:43 PM	1:47 PM	2:52 PM	3:56 PM	4:59 PM	6:02 PM	7:05 PM
13	Highland Park	7:30 AM	8:34 AM	9:37 AM	10:40 AM	11:43 AM	12:46 PM	1:51 PM	2:55 PM	3:59 PM	5:02 PM	6:05 PM	7:09 PM
14	US1 & 141st ST	7:32 AM	8:36 AM	9:39 AM	10:42 AM	11:45 AM	12:48 PM	1:53 PM	2:57 PM	4:01 PM	5:04 PM	6:07 PM	7:11 PM
15	US1 & 146th ST	7:33 AM	8:37 AM	9:41 AM	10:44 AM	11:47 AM	12:50 PM	1:54 PM	2:59 PM	4:03 PM	5:06 PM	6:09 PM	7:12 PM
16	NE 151st ST /W. Dixie Hwy	7:39 AM	8:43 AM	9:46 AM	10:49 AM	11:52 AM	12:55 PM	2:00 PM	3:04 PM	4:08 PM	5:11 PM	6:15 PM	7:18 PM
17	NE 152nd Ter. & 14th CT	7:44 AM	8:47 AM	9:51 AM	10:54 AM	11:57 AM	1:00 PM	2:05 PM	3:09 PM	4:13 PM	5:16 PM	6:19 PM	7:22 PM
18	NE 154th ST & 13th Ave	7:46 AM	8:50 AM	9:53 AM	10:56 AM	12:00 PM	1:03 PM	2:07 PM	3:12 PM	4:16 PM	5:19 PM	6:22 PM	7:25 PM
19	NE 12th Ave & 158th ST	7:49 AM	8:53 AM	9:56 AM	10:59 AM	12:03 PM	1:06 PM	2:10 PM	3:15 PM	4:19 PM	5:22 PM	6:25 PM	7:18 PM
20	NMB High & JFK Middle	7:53 AM	8:56 AM	10:00 AM	11:03 AM	12:06 PM	1:09 PM	2:14 PM	3:18 PM	4:22 PM	5:25 PM	6:28 PM	7:30 PM

SOUTH



ROUTE D

		D1	D2	D1	D2	D1	D2	D1	D2	D1	D2	D1	D2	D1	D2	D1	D2	D1	D2
1	Walmart / Arrive	7:30 AM	8:06 AM	8:45 AM	9:21 AM	10:00 AM	10:36 AM	11:16 AM	11:52 AM	12:31 PM	1:07 PM	1:47 PM	2:23 PM	3:02 PM	3:38 PM	4:18 PM	4:54 PM	5:33 PM	6:09 PM
	Walmart / Leave	7:38 AM	8:14 AM	8:53 AM	9:29 AM	10:08 AM	10:44 AM	11:24 AM	12:00 PM	12:39 PM	1:15 PM	1:55 PM	2:31 PM	3:10 PM	3:46 PM	4:26 PM	5:02 PM	5:41 PM	6:17 PM
2	Allen Park	7:46 AM	8:22 AM	9:02 AM	9:38 AM	10:17 AM	10:53 AM	11:32 AM	12:08 PM	12:48 PM	1:24 PM	2:03 PM	2:39 PM	3:19 PM	3:55 PM	4:34 PM	5:10 PM	5:50 PM	6:26 PM
3	Hazel Fazzino Park	7:51 AM	8:27 AM	9:06 AM	9:42 AM	10:22 AM	10:58 AM	11:37 AM	12:13 PM	12:53 PM	1:29 PM	2:08 PM	2:44 PM	3:24 PM	4:00 PM	4:39 PM	5:15 PM	5:55 PM	6:31 PM
4	Sauls Park	7:55 AM	8:31 AM	9:11 AM	9:47 AM	10:26 AM	11:02 AM	11:42 AM	12:18 PM	12:57 PM	1:33 PM	2:13 PM	2:49 PM	3:28 PM	4:04 PM	4:44 PM	5:20 PM	5:59 PM	6:35 PM
5	Oak Grove Park	8:01 AM	8:37 AM	9:16 AM	9:52 AM	10:32 AM	11:08 AM	11:47 AM	12:23 PM	1:03 PM	1:39 PM	2:18 PM	2:54 PM	3:34 PM	4:10 PM	4:49 PM	5:25 PM	6:05 PM	6:41 PM
6	Jefferson Plaza	8:03 AM	8:39 AM	9:19 AM	9:55 AM	10:34 AM	11:10 AM	11:50 AM	12:26 PM	1:05 PM	1:41 PM	2:21 PM	2:57 PM	3:36 PM	4:12 PM	4:52 PM	5:28 PM	6:07 PM	6:43 PM
7	NE 167th ST 7th Ave	8:08 AM	8:44 AM	9:23 AM	9:59 AM	10:39 AM	11:15 AM	11:54 AM	12:30 PM	1:10 PM	1:46 PM	2:25 PM	3:01 PM	3:41 PM	4:17 PM	4:56 PM	5:32 PM	6:12 PM	6:48 PM
8	Uleta Park Community Ctr	8:10 AM	8:46 AM	9:26 AM	10:02 AM	10:41 AM	11:17 AM	11:57 AM	12:33 PM	1:12 PM	1:48 PM	2:28 PM	3:04 PM	3:43 PM	4:19 PM	4:59 PM	5:35 PM	6:14 PM	6:50 PM
9	NE 2nd Ave 172nd ST	8:14 AM	8:50 AM	9:30 AM	10:06 AM	10:45 AM	11:21 AM	12:00 PM	12:36 PM	1:16 PM	1:52 PM	2:31 PM	3:07 PM	3:47 PM	4:23 PM	5:02 PM	5:38 PM	6:18 PM	6:54 PM
10	Jackson North Medical Ctr	8:17 AM	8:53 AM	9:32 AM	10:08 AM	10:48 AM	11:24 AM	12:03 PM	12:39 PM	1:19 PM	1:55 PM	2:34 PM	3:10 PM	3:50 PM	4:26 PM	5:05 PM	5:41 PM	6:21 PM	6:57 PM
11	US 441 NW 177th ST	8:18 AM	8:54 AM	9:34 AM	10:10 AM	10:49 AM	11:25 AM	12:05 PM	12:41 PM	1:20 PM	1:56 PM	2:36 PM	3:12 PM	3:51 PM	4:27 PM	5:07 PM	5:43 PM	6:22 PM	6:58 PM
12	US 441 NW 183rd ST	8:20 AM	8:56 AM	9:35 AM	10:11 AM	10:51 AM	11:27 AM	12:06 PM	12:42 PM	1:22 PM	1:58 PM	2:37 PM	3:13 PM	3:53 PM	4:29 PM	5:08 PM	5:44 PM	6:24 PM	7:00 PM
13	NE 6th Ave & NE 179th Dr.	8:26 AM	9:02 AM	9:41 AM	10:17 AM	10:57 AM	11:33 AM	12:12 PM	12:48 PM	1:28 PM	2:04 PM	2:43 PM	3:19 PM	3:59 PM	4:35 PM	5:14 PM	5:50 PM	6:30 PM	7:06 PM
14	NE 6th Ave & NE 175th ST	8:26 AM	9:02 AM	9:41 AM	10:17 AM	10:57 AM	11:33 AM	12:12 PM	12:48 PM	1:28 PM	2:04 PM	2:43 PM	3:19 PM	3:59 PM	4:35 PM	5:14 PM	5:50 PM	6:30 PM	7:06 PM
15	Sabal Palm Elem. School	8:29 AM	9:05 AM	9:44 AM	10:20 AM	10:59 AM	11:35 AM	12:15 PM	12:51 PM	1:30 PM	2:06 PM	2:46 PM	3:22 PM	4:01 PM	4:37 PM	5:17 PM	5:53 PM	6:32 PM	7:08 PM
16	NE 10th Ave & NE 169th ST	8:32 AM	9:08 AM	9:48 AM	10:24 AM	11:03 AM	11:39 AM	12:19 PM	12:55 PM	1:34 PM	2:10 PM	2:50 PM	3:26 PM	4:05 PM	4:41 PM	5:21 PM	5:57 PM	6:36 PM	7:12 PM
17	NMB High & JFK Middle	8:40 AM	9:16 AM	9:56 AM	10:32 AM	11:11 AM	11:47 AM	12:27 PM	1:03 PM	1:42 PM	2:18 PM	2:58 PM	3:34 PM	4:13 PM	4:49 PM	5:29 PM	6:05 PM	6:44 PM	7:20 PM

**NMB
TRANSIT
APP**



Google play

Download on the
App Store

Get real time
Trolley ETAs
and schedules
on your
mobile device

Major Locations in North Miami Beach

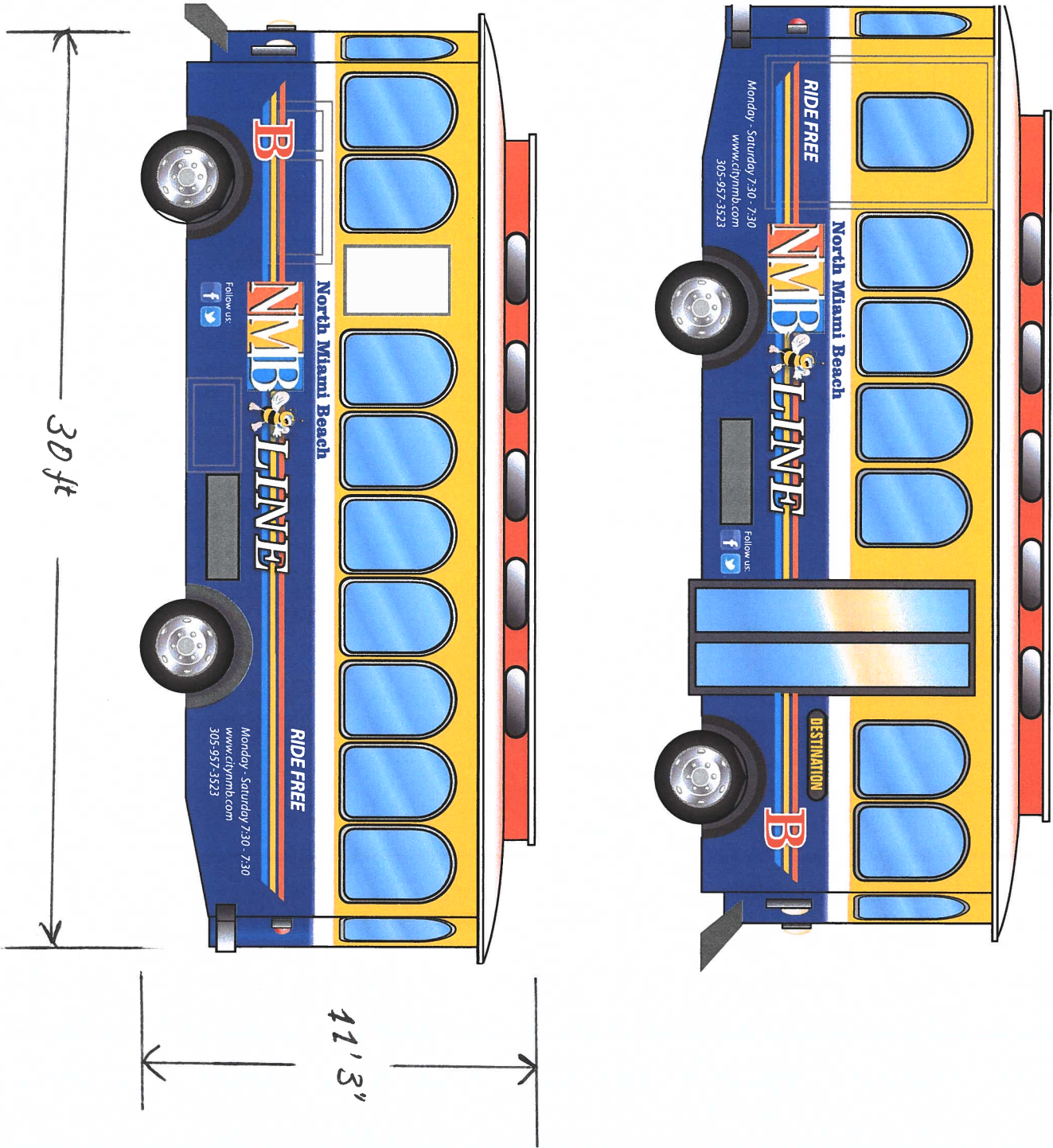
- ROUTE A**
 - 1 Intracoastal Mall
 - 6 Stratford House
 - 7 U.S. Postal Office
 - 9 NMB Public Library
 - 10 Walmart
 - 12 City Hall / Victory Pool
- ROUTE B**
 - 1 Walmart
 - 4 Greynolds Park Elementary
 - 6 Shops at Skylake
 - 9 City Hall / Victory Pool
 - 11 Spanish Monastery
 - 16 NMB Public Library
- ROUTE C**
 - 1 Walmart
 - 3 Fulford Elementary/ Allen Park
 - 9 FIU
 - 15 Biscayne Commons
 - 13 Highland Village
 - 17 Washington Park
- ROUTE D**
 - 1 Walmart
 - 2 Fulford Elementary/ Allen Park
 - 6 Jefferson Plaza
 - 8 Uleta Park
 - 9 Jackson North Medical Center
 - 12 Transfer Miami Gardens Express
 - 19 Sabal Palms Elem.

-  NMB Line trolley stop only
-  NMB Line & MIAMI-DADE Transit bus stop

   Transfer to Sunny Isles' SIB Shuttle, North Miami's NOMI Express and Miami Garden's Express.

  
@CityNMB
#IamNMB









This diagram provides a detailed cross-section of the aircraft cabin interior. The overall width is 92.50 units. The main cabin length is 327.00 units (25'-7" OA BODY). Key dimensions and features include:

- Forward Section:** A width of 100.00 units. It contains two flip seats and a 45K floor area.
- Seating Area:** Features 4x 30.00 unit wide rows of seats, with a 3x 29.00 unit section at the rear of the main cabin.
- Dimensions:**
 - 62.38 units from the forward wall to the first row of seats.
 - 62.50 units from the forward wall to the rear of the flip seats.
 - 130.00 units from the forward wall to the rear of the 4x seating area.
 - 158.00 units from the forward wall to the rear of the 3x seating area.
 - 228.00 units from the forward wall to the rear of the main cabin.
 - 36.00 units from the rear of the main cabin to the co-pilot seat.
 - 77.00 units from the rear of the main cabin to the rear wall.
 - 49.00 units from the rear wall to the aft fuselage.
- Equipment:** A co-pilot seat with an oak storage box underneath is located 36.00 units from the rear of the main cabin.

- EMERGENCY WINDOWS
ROADSIDE: (2nd & 6th)
CURBSIDE: (1st & 3rd)
REAR: (CENTER) WINDOW
- ENTRY DOOR PORTAL PART #020498 (BUY) #480521993 (MAKE)

APPROVED BY: _____
APPROVED DATE: _____

STANDARD TOLERANCE UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN INCHES ASSY DIMS ± 0.13" X.X ± 0.06" X.XXX ± 0.063" ANGULAR ± 1.0° INTERPRET GEOMETRIC TOLERANCES 			CUSTOMER:		SVI / NORTH MIAMI BEACH					
			TITLE:		18 + 4 PASS & 2 W/C REAR LIFT					
			DRAWN		BW	7/11/16	SERIES:	26" TROLLEY-PARATRANSIT	MODEL:	FRTLINER MB65
			APPROVED		—		SIZE:	B	FILE LOC:	t:\drawings\orders\2016\floor plans
			WEIGHT		—		SCALE:	1:30	DWG#:	01g267316
			FINISH		—		REV/ECO:	PART NO.		—
			MATERIAL		—		—			

PROPRIETARY AND CONFIDENTIAL 7 6 5 4
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SUPREME CORPORATION, ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SUPREME CORPORATION IS PROHIBITED

BROWN INDUSTRIES				
SPECIALTY VEHICLES- TROLLEY				
BODY #:				
TOTAL PASS. OR SPEC DESC.				
DEALER NAME:	SPECIALTY VEHICLES			
DEALER CONTACT:				
CUSTOMER / END USER:				
ESTIMATED PURCH. QTY:				
PO OR BID REFERENCE:				
PAYMENT TERMS:				
SHIPMENT/FREIGHT TERMS:				
OTHER COMMENTS:				
QTY	OPTION	DESCRIPTION	PRICE	EXT. PRICE
*		<u>CHASSIS INFO</u>		
*		MAKE & MODEL: FREIGHTLINER MB65		
*		MODEL YEAR: 2020		
*		GVW: 26,000		
*				
*		<u>TROLLEY</u>		
1	TR30	FE TROLLEY 30' - 190" WB		
1	C250	FRONT END ALIGNMENT		
1	MB65- 26K GVWR (2B)	240HP - 2200PTS TRANS - (190" W.B.) 26,000 GVWR - 270 ALTERNATOR - DUAL TM-21 COMPRESSORS - ADA PKG - HYDRAULIC BRAKES - 19.5" STEEL WHEELS		
*		<u>FREIGHTLINER MB65 CHASSIS OPTIONS</u>		
1	1B,1C,2B,2C	19.5" SPARE TIRE / WHEEL- ORDERED WITH CHASSIS		
*		<u>FLOOR OPTIONS</u>		
1	C14	5/8 FRP FLOOR		
*		<u>BATTERIES</u>		
1	C36FRT	STANDARD BATTERY SET-UP - TWO OEM 8-D BATTERIES IN LOCKING BATTERY BOX W/SLIDING TRAY (FREIGHTLINER)		
1	C75	MASTER ELECTRICAL SHUT-OFF DISCONNECT SWITCH (BODY OPTIONS ONLY) (ROTARY TYPE LOCATED IN BATTERY BOX)		
*		<u>ENGINE COMPONENTS</u>		
1	C26	ENGINE TO FRAME GROUND STRAP		
1	C45	ENGINE ALARM SYSTEM OEM SUPPLIED (HIGH WATER TEMP- LOW OIL PRESSURE-LOW WATER LEVEL) FREIGHTLINER CHASSIS		
1	C51	ELECTRICAL LOAD MANAGEMENT SYSTEM - IN-POWER MULTIPLEXING SYSTEM		
*		<u>BUMPERS</u>		
1	C58	BUMPER REAR STANDARD		
1	C68	COWCATCHER W/BIKE RACK PROVISION		
*		<u>WHEELS & TIRES, ETC</u>		
1	SL	SHIP SPARE TIRE LOOSE		
1	C91	FRONT & REAR RUBBER WHEEL FLARES		
*		<u>ALTERNATORS</u>		
1	C150	CHASSIS OEM ALTERNATOR - FREIGHTLINER LEECE NEVILLE 270 AMP 4944		
*		<u>A.C.T. A/C SYSTEMS</u>		
1	4806001219N	(ACT-5533) 130,000 BTU FREEBLOW (TWO EZ-5 EVAPORATORS, TWO CS-3 CONDENSERS, & DUAL COMPRESSORS - TWO OEM TM-21) DASH IS TIED INTO ONE OF THE TM-21 COMPRESSORS MAKING IT A SLAVE SYSTEM FREIGHTLINER MB65 CHASSIS		
*		<u>MISC A/C OPTIONS</u>		

1	A51	DASH A/C, HEAT AND DEFROST		
2	A53	EVAPORATOR COVER		
*		<u>HEATERS</u>		
1	H05	HEATER - 65,000 BTU - SEAT FRAME OR WALL MOUNT		
*		<u>MISC HEATING OPTIONS</u>		
1	H12	HEATER - INLINE BOOSTER PUMP (RECOMMENDED OPTION ON ALL MID-SIZE UNITS)		
1	H21	SILICONE HEATER HOSES W/CONSTANT TORQUE CLAMPS		
*		<u>ENTRY DOORS</u>		
1	W17	32" WIDE X 91" HIGH ELECTRIC DOUBLE ENTRY DOOR WITH A&M HEADER		
*		<u>MISC ENTRY DOOR OPTIONS</u>		
1	D37	EXTERIOR KEY LOCK (KUBOTA #35260-31800) (REQUIRES ELECTRIC DOOR OPTION)		
1	D38	EXTERIOR ENTRY DOOR WEATHER PROOF TOGGLE SWITCH (MOUNTED NEAR CENTER OF FIREWALL)		
*		<u>REAR WALL OPTIONS</u>		
1	D59	TROLLEY REAR WINDOW PACKAGE - (2) NON-EGRESS W/CENTER EGRESS - SOLID PANE		
*		<u>WINDOW OPTIONS</u>		
1	D78	TROLLEY WINDOW PACKAGE - VERTICAL SLIDE, TINTED		
*		<u>W/C DOORS</u>		
1	P116	W/C LIFT DOOR 47 1/2" X 73" SINGLE PANEL DOOR W/TROLLEY TYPE WINDOW (REAR)		
*		<u>BRAUN 403/404 COMPLIANT LIFTS</u>		
1	266092	BRAUN WHEELCHAIR LIFT - CENTURY 1000 LB CAPACITY 34" X 54" PLATFORM FRONT PUMP #NCL954FIB3454-2		
*		<u>INTERLOCKS</u>		
1	P30	INTERLOCK SYSTEM - BRAKE/TRANSMISSION/W/C - INTERLOCK (TRIGGERED BY W/C LIFT OPERATION)		
*		<u>L-TRACK BELT KITS</u>		
2	P407	Q-STRAINT FLANGED L-TRACK QRT ECONO KIT #Q-8200-A1-L - CONSISTS OF Q-8200-A1 SINGLE KNOB RETRACTOR SECUREMENT SYSTEM W/RETRACTABLE LAP/SHOULDER BELT COMBO W/HEIGHT ADJUSTER, & Q8-6500-L MOUNTING HARDWARE. (PRICE INCLUDES (5) FLANGED L-TRACK MOUNTS, STORAGE POUCH, BELT CUTTER AND ADA SIGNAGE, PER W/C PLACEMENT).		
*		<u>PULL CORD SYSTEMS</u>		
1	P70	PULL CORD STOP REQUEST SYSTEM W/TRANSIGN STOP REQUEST SIGN & BUZZER - AUDITORY & VISUAL- RUN PULL CORD JUST BELOW WINDOW LINE- SEE PICS		
1	P99	PULL CORD CHIME - 12 VOLT BUZZER FOR PASSENGERS & CHIME FOR ADA POSITIONS (REQUIRES PULL CORD OPTION)		
*		<u>DRIVER'S SEATS</u>		
1	S130	DRIVER'S SEAT - USSC #9210MLX -HI BK RECLINER W/LH & RH BLACK MOLDED ARMRESTS, 3-POINT SHOULDER & LAP BELT, INCLUDES MECHANICAL SUSPENSION (BLACK CLOTH)		
*		<u>OAK SEATS</u>		
12	O17	OAK SLAT SEAT - 35" DOUBLE (SEE FLOOR PLAN)		
1	480608519	OAK SLAT SEAT - 30" FLIP SEAT (CO-PILOT SEAT/SIDE FACING)		
2	O30	OAK SLAT SEAT - 35" FLIP SEAT		
1	S92	OAK STORAGE BOX (CAN BE MOUNTED UNDER CO-PILOT FLIP SEAT OR BY ITSELF IN THE CO-PILOT AREA)		
*		<u>MIRRORS</u>		
1	I01	INTERIOR DRIVER'S 7" X 10" MIRROR (CONVEX ADJ. 4 WAY)		

*		<u>LIGHTS</u>		
1		STANDARD LED INTERIOR LIGHTS, (2) ENTRY STEPWELL LIGHTS, CENTER DOME LIGHTS AND DRIVER MAP LIGHT		
1	I23	LED INTERIOR LIGHT (ABOVE LIFT)		
*		<u>FLOOR COVERING</u>		
1	I25K	ALTRO 2.2MM TRANSIT FLOORING		
*		BISON		
1		30'		
1	BK	DRIVER'S FLOOR BARYMAT BLACK		
*		<u>MISC OPTIONS</u>		
1	I29	WHITE ENTRY STEP NOSING		
1	I30	WHITE STANDEE LINE		
1	I46	ANGLED ENTRY HANDRAIL - LEFT SIDE		
1	I47	ANGLED ENTRY HANDRAIL - RIGHT SIDE		
8	I48	LEATHER GRAB STRAP (EACH)		
1	I50	WOOD DASH		
1	I51	PLEXIGLASS UPPER SHIELD BEHIND DRIVER (SMOKED) 23" X 35" (W/CUT IN HAND HOLD)		
1	I55	BROCHURE HOLDER 18" x 24" (SPECIFY LOCATION)		
*		<u>SIDEWALLS & REAR WALL</u>		
1	I34	OMIT CARPET BELOW WINDOWS - FULL LENGTH OAK PANELS		
*		INTERIOR WOOD COLOR - CHOOSE COLOR BELOW		
*		AMERICAN OAK		
*		<u>CEILING</u>		
1	MSW	WOOD COVERED CEILING TO MATCH SIDEWALLS		
*		<u>HANDRAILS</u>		
1	I49	MODESTY PANELS (2) - BEHIND ENTRY DOOR & BEHIND DRIVER (PAINTED)		
1	I78	OVERHEAD CHROME HANDRAILS (2)		
1	I96	METAL MOUNTING PLATES ON ALL STANCHIONS AND/OR OVERHEAD HANDRAILS, INCLUDING ENTRY		
1	I97	INTERIOR & EXTERIOR BRASS STANCHION POLES, HARDWARE, HANDRAIL BRACKETS (IN LIEU OF STAINLESS/CHROME)		
*		<u>ALARMS</u>		
1	T01	BACK UP ALARM		
*		<u>FIRES EXTINGUISHERS</u>		
1	T16	FIRE EXTINGUISHER - 5 LB. - SHIP LOOSE		
*		<u>MISC SAFETY ITEMS</u>		
1	T28	TRIANGLE REFLECTOR KIT - SHIP LOOSE		
1	T31	SAFETY KIT 16 UNIT - SHIP LOOSE		
*		<u>RADIOS</u>		
1		FORWARD FACING A/V KIT - CONSISTS OF VR3000 DVD/RADIO, (1) 27" MONITOR, VIDEO FILTER, DISTRIBUTION AMP, TWO PAIR SPEAKERS (2 FRONT, 2 REAR)		
*		<u>PA OPTIONS</u>		
1	PA 64HM	READY 2 TALK PA 64HM (INCLUDES 1 HANDHELD MIC) CAN ACCEPT 2ND MIC FOR ADDITIONAL CHARGE		
*		<u>PA SPEAKERS</u>		
1	E42	EXTERIOR PA SPEAKER W/SCREEN BEHIND ENTRY DOOR		
*		<u>CAB AREA OPTIONS</u>		
1	M07	ADDITIONAL SUNVISOR - NEW VIEW ROLLER SHADE (BLACK VINYL) - DRIVER'S SIDE WINDOW		
1	M08	12 VOLT POWER PORT INSTALLED IN DRIVER'S AREA		
*		<u>UNDERCOATING</u>		
1	M15	UNDERCOATING		

*		<u>MISC OPTIONS</u>		
1	M42	SPORTSWORK BIKE RACK - DL2 BLACK STEEL - COWCATCHER MOUNT		
1	M60	CHROME CHIMES W/PULL ROPE (INTERIOR SIDE WALLS)		
*		<u>ADVERTISING</u>		
1	M85	INTERIOR ALUMINUM ADVERTISING SIGN HOLDER- SEE PICS		
1	M86	EXTERIOR ALUMINUM ADVERTISING SIGN HOLDER(S)- SEE ATTACHED PICS		
*		<u>EXTERIOR MIRRORS</u>		
1	X10	MIRRORS - EXTERIOR - VELVAC WEST COAST STYLE		
*		<u>LIGHTS</u>		
1	X54	4" LED LIGHT BELOW LIFT DOORS - FLUSH MOUNT		
1	X18	CENTER MOUNT HEADLIGHTS		
1	X48	LED TURN SIGNALS - SIDE MOUNT (MID BODY)		
1	X45	LED MARKER LIGHTS 5-FRONT & 7-REAR		
1	X36	LED TAIL LIGHTS - STOP/TURN/BACKUP ALL LED - 4" ROUND RED/WHITE/RED		
1	X44	LED LICENSE PLATE LIGHT		
*		<u>FRONT DESTINATION SIGNS</u>		
1	Y50	FRONT SIGN - TWIN VISION MOBILELITE LED (14 X 108) #906-1408-908 (REQUIRES OPTION X56 ON CUTAWAY MODELS)		
*		<u>SIDE DESTINATION SIGNS</u>		
1	Y51	SIDE SIGN - TWIN VISION MOBILELITE LED (14 X 72) - #906-1472-908		
*		<u>MISC OPTIONS</u>		
1	X92	CUPOLA WINDOWS IN ROOF		
1	X50	WINDOW & CUPOLA ETCHED DECAL PACKAGE (ALL SIDE & REAR WINDOWS & UPPER CUPOLA WINDOWS)		
1	X94	TROLLEY BELL - EXTERIOR		
*		<u>EXTERIOR PAINT</u>		
1		FOUR COLOR- SEE ATTACHED PICS FOR EXAMPLE- AXALTA COLOR CODES ARE: N0127 "YELLOW", N0140 "ORANGE", K9740 "BLUE", N0295 "WHITE"		
*		<u>MISC PAINT OPTIONS</u>		
1	Z60	PAINT GRILL BLACK		
1	Z63	OMIT EXTERIOR PINSTRIPES		
1	Z75	CUSTOM GRAPHICS- SEE ATTACHED PICS FOR EXAMPLE		
*		<u>SPECIAL ITEMS</u>		
1	SPECIAL OPTION A	INTERIOR INFORMATION SIGNS, SUCH AS: NO SMOKING, NO EATING OR DRINKING, PLEASE REMAIN SEATED.		
1	SPECIAL OPTION B	24" X 24" OAK FRAME MAP HOLDER- MOUNTED ON THE PLEXIGLASS DRIVER'S BARRIER- SEE PICS & ENGINEERING DRAWING		
*				

Question and Answers for Bid #RFP-20-019-DR - NORTH MIAMI BEACH TROLLEY OPERATION AND MAINTENANCE SERVICES

Overall Bid Questions

There are no questions associated with this bid.