



## REQUEST FOR PROPOSALS

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### OPERATION AND MAINTENANCE SERVICES

FOR

**THE CITY OF NORTH MIAMI COMMUNITY TRANSIT (NoMI EXPRESS) PROGRAM**

**RFP No. 45-24-25**

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**DATE OF ADVERTISEMENT**

**SEPTEMBER 8, 2025**

**DEADLINE FOR SUBMITTAL OF QUESTIONS**

**SEPTEMBER 15, 2025**

**BY NO LATER THAN 3:30 PM (LOCAL TIME)**

**PROPOSAL SUBMITTAL DEADLINE**

**SEPTEMBER 29, 2025**

**BY NO LATER THAN 3:30 PM (LOCAL TIME)**

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

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

Copies of this Solicitation may be obtained by contacting DemandStar at [www.demandstar.com](http://www.demandstar.com) or calling 866-273-1863 and request Document No. 45-24-25 or by visiting our website at <https://www.northmiamifl.gov/bids.aspx>

Contact Person: Corey McCall, Purchasing Agent  
Email: [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov) - Telephone: (305) 895-9886



The City of North Miami, Florida ("City") is hereby soliciting proposals from qualified and experienced firms to provide day-to-day operation and maintenance services for the City's NoMi Express fixed-route community transportation trolley program.

Proposals must be submitted in a sealed envelope bearing the name of the individual and/or company submitting the Proposal, along with the number and title of this Solicitation, by no later than the date and time indicated in the Submittal Deadline below. Each Proposal must contain the following: one (1) original Proposal, five (5) duplicate copies, and one (1) digital copy on a USB Flash Drive. **NOTE:** The Price Proposal Form must be submitted in a sealed envelope as part of the Proposal and in a separate file folder on the USB Flash Drive.

**Proposals must be addressed to the City of North Miami, Office of the City Clerk, First Floor - City Hall, 776 N E 125th Street, North Miami, Florida 33161.** Proposals received after the deadline **will not** be considered and no time extensions will be permitted. **All Proposals received on a timely basis shall be opened and read in the City of North Miami Council Chambers, located on the Second Floor of City Hall, shortly after the Submittal Deadline has passed.**

**Proposals must be clearly marked as follows:**

**"IMPORTANT - PROPOSAL ENCLOSED"**  
**Operation and Maintenance Services For**  
**The North Miami Community Transit (Nomi Express) Program**  
**RFP No. 45-24-25**

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date	September 8, 2025	
Deadline for Questions or Requests for Clarification	September 15, 2025	3:30 pm
Proposal Submittal Deadline	September 29, 2025	3:30 pm
Evaluation Committee Interviews	TBD	
City Council Approval Date	TBD	

***Note: The City reserves the right to modify scheduled dates and will post notice of any changes on the Purchasing Department website.***

**Bid Bond and Performance Bond**

A 5% **Bid Bond** of the total bid or proposal amount or other form of allowable guarantee (see Section 2.7) **must** be included with the Proposal as a guarantee by the bidder to contract with the City for the proposed bid price, if selected. Likewise, the selected bidder must also be able to provide a **100% Performance Bond** or other form of allowable guarantee upon award of contract by the City.

We look forward to your participation in this Solicitation.

Sincerely,

*Alberto Destrade, Purchasing Director*

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**Attachment A – Trolley Specifications**

**Attachment B – NoMi Express Route Map & Schedule**

**Attachment C – Aerial Map of the Motor Pool Facility**

**Attachment D – Affidavits**

All of our Solicitation forms are fillable and can be found on the City's website at:

<https://www.northmiamifl.gov/217/Contract-Forms>

- A-1    Public Entity Crimes Affidavit
- A-2    Non-Collusive Certificate
- A-3    Local Preference Affidavit
- A-4    Questionnaire Instructions
- A-5    Acknowledgement of Addenda
- A-6    Disclosure of Sub-Contractors/Sub-consultants
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# SECTION 1.0

## INSTRUCTIONS TO RESPONDENTS /

## GENERAL TERMS AND CONDITIONS

### **1.1 DEFINITIONS**

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

### **1.2 CITY OVERVIEW**

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

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

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

### **1.3 INVITATION**

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

### **1.4 PUBLIC ENTITY CRIMES AFFIDAVIT**

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

## **1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST**

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

## **1.6. LOBBYING**

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

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

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

In addition, the principals of any Respondent or its sub-Contractors, sub-consultants or vendors who

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

## **1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRIES**

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

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling 866-273-1863- and requesting the corresponding document number.

## **1.9. VERBAL COMMUNICATION**

No verbal communication made by City staff shall be considered binding. Only the content of this RFP and any subsequent written addenda issued by the City shall govern all aspects of this Solicitation.

## **1.10. ADDENDA**

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at (<https://www.northmiamifl.gov/bids.aspx>) and on DemandStar at [www.demandstar.com](http://www.demandstar.com) at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City's**

website ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and DemandStar at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-0305 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the DemandStar can be downloaded.

### **1.11. CANCELLATION**

The City reserves the right to cancel this Solicitation and re-advertise this contract at any time, whenever determined to be in the best interest of the City.

### **1.12. PROTEST**

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

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

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

### **1.13. CONTRACT**

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

### **1.14. PROPOSAL COST**

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

### **1.15. TAX EXEMPT STATUS**

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

### **1.16. SUBMITTAL AND OPENING OF PROPOSALS**

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

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

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

### **1.17. ASSIGNMENT OF RESPONSE**

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

### **1.18. WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed.

## **1.19. PUBLIC RECORDS & EXEMPTIONS**

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

## **1.20. REJECTION OF RESPONSES**

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

- a) When rejection is in the best interest of the City;
- b) If such Proposal is deemed non-responsive;
- c) If the Respondent is deemed non-responsive;
- d) If the Proposal contains any materials irregularities.

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

## **1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS**

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

## **1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS**

An Evaluation Committee shall be established in accordance with the City's Procurement Code. The Committee shall be convened for the purpose of

reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 5.0 of this Solicitation. The Committee may decide to interview one or more Respondents or it may instead choose to evaluate each eligible Respondent based solely on their review of the submitted proposals without conducting any interviews. In the event that the Committee chooses to interview one or more of the Respondents, the final results shall be based on the Committee's final evaluation following their interview of the selected firms.

Based on the results of the Committee's evaluation, the Committee shall score and rank each of the Respondents and make a recommendation to the Purchasing Department to award this Solicitation. In the event only one (1) proposal is received, the Evaluation Committee may proceed with the evaluation or recommend to the Purchasing Department to reject the proposal, whichever is in the best interest of the city.

## **1.23. CITY MANAGER'S REVIEW**

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

- a) Approve the Committee's recommendation and submit to City Council for approval;
- b) Reject the Committee's recommendation and direct the Committee to re-evaluate and make further recommendations; or
- c) Reject all proposals.

## **1.24 CITY COUNCIL REVIEW**

After reviewing the City Manager's recommendation, the City Council may:

- a) Approve the City Manager's recommendation and authorize the contract or contract negotiations.
- b) Reject all proposals; or
- c) Reject all proposals and instruct the Purchasing Department to reissue a solicitation.

## **1.25 CONTRACT AWARD**

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent

updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

## **1.26 NON-RESPONSIVE PROPOSALS**

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

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

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

## **1.27 CONE OF SILENCE**

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (**see Appendix "C"**).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Respondent, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

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

## **1.28 SUBCONTRACTORS/ SUBCONSULTANTS DISCLOSURE**

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

## **1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION**

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

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

## **1.30 EXCEPTION TO THE RFP**

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the

City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

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

#### **1.31 PROPRIETARY/ CONFIDENTIAL INFORMATION**

[See Section 1.19 above]

#### **1.32 LOCAL VENDOR PREFERENCE**

[See Section 2.14 below]

#### **1.33 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

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

#### **1.34 MODIFICATION OF PROPOSAL**

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

#### **1.35 TRUTH IN NEGOTIATION STATEMENT**

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

#### **1.36 ATTORNEYS' FEES**

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

expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

#### **1.37 CONFLICTS OF INTEREST**

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

#### **1.38 COMMUNITY BENEFITS PLAN**

The awarded Contractor must submit a Community Benefits Plan for approval by the City. The Benefits Plan should identify the proposed benefits to the City submitted by the Bidder including, but not limited to, the creation of job opportunities for local vendors and residents, as described under Section 7-151 of the City Code of Ordinances.

If requested by the City, the Benefits Plan shall be incorporated and become a part of the Agreement entered into between the City and the awarded

#### **1.39 CONSTRUCTION SERVICES**

Not Applicable.

#### **1.40 THE CITY OPTIONS**

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

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

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

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

**END OF SECTION**

## SECTION 2.0

### SPECIAL CONDITIONS

#### **2.1 PURPOSE**

The City of North Miami is soliciting proposals from qualified and licensed firms to provide day-to-day operation and maintenance of City-owned trolleys for the fixed-route North Miami Community Transit Program (NoMi Express). The City's NoMi Express program currently consists of four (4) routes providing free public transportation services throughout the City.

#### **2.2 BACKGROUND**

The NoMi Express program was operated for many years with the use of bus shuttles. The City of North Miami has transitioned its NoMi Express program from using bus shuttles to operating four (4) 32-passenger **Villager 31' Freightliner 6.7L Diesel (2022)** trolleys manufactured by Hometown Trolley. These new trolleys are built on a Freightliner chassis and are powered by a 6.7L diesel engine, providing a more efficient and community-friendly transportation option for residents and visitors.

The **Villager 31'** trolleys are designed to offer a nostalgic, streetcar-style experience while incorporating modern amenities. They are equipped with features such as air conditioning, bike racks to ensure passenger comfort and safety. The trolleys also adhere to the Americans with Disabilities Act (ADA) requirements, making them accessible to a wide range of passengers, plus comply with all safety, mechanical and vehicular standards mandated by the Miami-Dade Transit Department and other applicable regulatory agencies (see Attachment A – Trolley Specification).

The NoMi Express program has reached a level of annual ridership that ranks as one of the tops among twenty-six (26) similar operations in the County and is coordinated with Miami-Dade Transit services. Moreover, the program is funded by the Miami Dade County Citizens Independent Transportation Trust (CITT).

The program operates five (5) days a week, Monday through Friday, from 7:00 a.m. – 7:00 p.m., with no service on the weekends. The City may request additional services to be provided by the awarded Respondent during specific holidays.

#### **2.3 TERM OF CONTRACT**

The initial contract period shall commence on the date stipulated upon issuance of a Notice to Proceed and shall remain in effect for a period of five (5) years. It is the awarded vendor's responsibility to request any annual pricing adjustment under the initial term, provided that such requests do not exceed the percentage change in the relevant pricing index based on changes in the Consumer Price Index for All Urban Consumers – Transportation in the Miami-Fort Lauderdale, Florida area. This request must be submitted no less than thirty (30) days prior to the expiration of the then-current annual contract term. The vendor's adjustment request must be supported by backup documentation for the requested increase. The City of North Miami reserves the right to request, in writing, the pay information of employees assigned to operate the NoMi Express trolley service's four routes: Blue, Red, Orange, and Green.

## **2.4 OPTION TO RENEW**

The City reserves the sole option to renew this Contract for three (3) additional one-year terms. Each renewal of this Contract is contingent upon approval by the City Manager or duly authorized designee and continued satisfactory performance by the Contractor.

## **2.5 MINIMUM QUALIFICATIONS**

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

Those qualifications are as follows:

- a. Be registered to conduct business in the State of Florida. Proposers shall submit a copy of their active State of Florida, Division of Corporations records.
- b. The Respondent must have and submit current and valid certificates of transportation, permits and chauffeur registrations as required by Chapter 31 of the Code of Miami-Dade County.
- c. The Respondent must have prior experience in providing fixed-route scheduled passenger transportation services. Accordingly, the Respondent must provide adequate documentation of prior fixed-route passenger transportation services rendered and indicate dates of services (e.g. copies of executed contracts, bid award documents, etc.). Evidence of such experience shall be limited to no more than ten (10) previous contracts.
- d. The Respondent must designate a Project Manager who will oversee the complete operation of services detailed herein. Proposers are required to clearly identify their Project Manager and include his/her resume with previous work history, job descriptions, education, and references.
- e. The Respondent must have an Automotive Service Excellence (ASE) certified mechanic as a member of their staff or outsource services with an (ASE) certified repair shop. Copies of ASE Certifications and the location of the repair shop must be included in response to this solicitation.
- f. Each Respondent must provide a 5% Bid Bond as part of their proposal and be able to provide a 100% Performance Bond if awarded the contract (see Section 2.7).
- g. Respondents must provide at least three (3) references of current or prior contracts, similar in services to this Solicitation, performed within the last ten (10) years. If available, such references should represent contracts with public agencies. Please include a fully completed **Form A-14**, along with additional backup information for each contract, if any.

***Note: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the***

*event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.*

- h. Respondents must submit with their responses either proof of insurance meeting or exceeding the following coverage(s) listed below under **Section 2.7** or a letter of intent to provide said coverage(s), if awarded a Contract.

## **2.6 INSURANCE AND INDEMNIFICATION**

### **2.6.1 COMMERCIAL GENERAL LIABILITY**

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

### **2.6.2 COMMERCIAL AUTOMOBILE LIABILITY**

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

### **2.6.3 WORKER'S COMPENSATION**

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

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

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

Contractor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFP. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required

insurance shall be considered default of the Contract. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the successful Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Contractor under the Contract.

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

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

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

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

## **2.7 BID BOND AND PERFORMANCE BOND**

All proposals must include a **5% Bid Bond** of the total bid or proposed amount. The bid bond shall be provided by a surety company authorized to do business in the State of Florida, guaranteeing that the Respondent will not withdraw the bid or proposal for a specific period stipulated in this Solicitation, and will accept a contract for that bid amount, if awarded, or forfeit the bid bond.

In lieu of a bid bond, Respondents may submit a cashier's check, irrevocable letter of credit, or money order equal to 5% of their total bid or proposal amount, guaranteeing that the Respondent will not withdraw the bid or proposal for a specific period stipulated in this Solicitation, and will accept a contract for that bid amount, if awarded, or forfeit the sum of money submitted in lieu of the bid bond.

Likewise, the selected Respondent will also be required to provide a **Performance Bond** equal to 100% of the total awarded amount of the Contract issued by a surety company authorized to do business in the State of Florida or in the alternative the awarded firm must provide other alternate forms of guarantee in lieu of the **Performance Bond**, as indicated above.

## **2.8 FAILURE TO PERFORM**

If in the opinion of the City's representative the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or

neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then City's representative may notify the Contractor that the City will terminate the contract.

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

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

## **2.9 FEDERAL AND STATE REGULATIONS**

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

## **2.10 TERMINATION OF AGREEMENT**

The City reserves the right, at its sole discretion and best interest, to cancel this Agreement by giving written notice to Contractor thirty (30) days prior to the effective date of such cancellation, with or without cause. The City shall reimburse the Contractor for any unpaid cost of the contract which is due to the Contractor. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps necessary, including the legal assignment of his contractual rights, as the City may require.

## **2.11 NOTICE TO PROCEED**

The City seeks a Contractor that has the resources and capacity to commence Services within **sixty (60) calendar days** from the City's issuance of a **Notice-to-Proceed (NTP)**, unless otherwise agreed to by the City.

## **2.12 COMMUNITY BENEFITS PLAN**

Each Proposal must include a proposed "Community Benefits Plan" which outlines the Respondent's plan to incorporate local workforce initiatives, in accordance with Section 7-151 of the City's Code of Ordinances. The City reserves the right to accept, reject and/or request modifications to the proposed Plan in accordance with the City's best interest.

The awarded Respondent shall provide the City with periodic updates and reports regarding the progress of their local vendor/workforce hiring and training initiatives in accordance with their proposed plan. Failure to comply with the agreed upon Community Benefits Plan approved by the City, may result in breach of contract and termination of this contract by the City.

## **2.13 LOCAL BUSINESS PREFERENCE**

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with sub-contractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-Contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or Contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

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

## **2.14 COUNCIL MEETING**

The selected Respondent must be available to attend the City Council meeting when required and must be prepared to answer any questions and/or provide reports (presentations) regarding the status of the project, if so requested by Council members and/or appropriate City staff.

## **2.15 REQUESTS FOR CLARIFICATION AND/OR QUESTIONS**

Any requests for clarification and/or questions regarding this Solicitation must be submitted in writing to the Purchasing Department, via email at [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov) Respondent(s) are advised that the only official answer(s) or position of the City concerning this Solicitation shall be the one(s) received in writing from the Purchasing Department.

The Solicitation title and number must be included on all correspondence. Moreover, please reference the section of the Solicitation related to each question in order to facilitate a prompt and accurate response. All questions must be received by no later than the time and date specified in the Solicitation Timetable section. **NO QUESTION WILL BE ANSWERED IF SUBMITTED AFTER SAID DEADLINE.** The City's response to each question will be posted and made available to the public via addendum(s) on the City's webpage. Each Respondent is solely responsible for reviewing and acknowledging that any addendum(s) issued by the City shall be incorporated and become part of this Solicitation.

**END OF SECTION**

## **SECTION 3.0**

### **SCOPE OF SERVICES AND OPERATION GUIDELINES**

#### **3.1 SCOPE OF SERVICES**

The awarded firm shall be responsible for the daily operation and maintenance of the City-owned trolleys and the NoMi Express services. Moreover, the Contractor shall provide day-to-day management and operation (including drivers, dispatchers, supervisors, maintenance and full insurance requirements) of the fixed-route transportation services for the City of North Miami.

#### **3.2 OPERATION & MAINTENANCE REQUIREMENTS**

- a. The awarded Contractor shall coordinate, manage, operate and maintain the City's NoMi Express transportation services in accordance with the route(s) as indicated herein and its equipment in compliance with the City's operating guidelines and local ordinances.
- b. 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 safe and timely operation of the City's fixed-route(s) transportation services system.
- c. The awarded Contractor shall provide fleet maintenance, repairs required for operation and maintenance of the NOMI Express trolleys at a facility designated by the Contractor and accepted by the City. The designated facility proposed location(s) for maintenance and upkeep of the City trolleys may not be further than ten (10) miles from the City boundary and must be reviewed and accepted by City staff.
- d. 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.
- e. The NoMi Express services are typically provided Monday through Friday, in accordance with the routes and locations set forth in the attached map (see Attachment "B"). **The approximate total hours for all four routes are estimated at 12,480 hours per year for all four routes a four trolleys operation.**

#### **3.3 ROUTES AND HOURS OF OPERATION**

The Contractor shall operate four (4) routes, Monday through Friday, excluding weekends and holidays, from 7:00 a.m. – 7:00 p.m. The routes are designated by colors on the attached map as follows:

- ❖ NoMi Green (1)
- ❖ NoMi Orange (2)
- ❖ NoMi Blue (3)
- ❖ NoMi Red (4)

- a. The Special Events Hours rate in the bid form will apply to the possible extension of the service until 10:00 p.m. weekdays or for special events from time to time with a minimum of 4 hours of service.
- b. Each of the four (4) primary routes which are 10-12 miles long and has a roundtrip service time of approximately one (1) hour.
- c. All routes are within the City of North Miami except for connections to municipal services in adjacent cities.
- d. The City reserves the right to amend routes and add routes as it deems necessary. The City and the Contractor shall mutually agree on the commencement date of any additional routes.

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 and/or advertisements to be displayed by the Contractor inside the vehicles. The proposed route(s) in this proposal has been developed by the City and may be subject to periodic adjustments.

At the City's sole discretion, the City reserves the right to increase or decrease the standard contract hours and routes, with prior notice to the Contractor, and to request additional services for special events and extended hours.

### **3.4 STORAGE FACILITY**

- a. The City has set aside an area for storage of the four (4) trolleys within the City-owned facility known as the **Motor Pool**, located at **1855 N.E. 142<sup>nd</sup> Street, North Miami, Florida** (see Attachment "C").
- b. The awarded Contractor will need to coordinate with City staff to ensure the appropriate means and methods for ingress and egress from this secure location in an orderly and timely manner to avoid any disruption of NoMi Express service hours.

### **3.5 SERVICE FACILITY**

- a. The awarded Contractor will be **solely** responsible for the maintenance and upkeep of the City's trolleys.
- b. Therefore, each Respondent must include in their proposal the location and information of the facility which will provide periodic maintenance, repairs and upkeep of the trolleys. Respondents must make their maintenance facility available for inspection by City staff, before or after award of this contract, with prior notice from the City.

- c. Respondent's proposed location(s) for maintenance and upkeep of the City trolleys may not be further than **ten (10) miles** from the City boundary and must be accepted by City staff.

### **3.6 FUEL COST**

- a. The City will provide fuel for the NoMi Express trolleys at the City's Motor Pool.
- b. The awarded Respondent shall be responsible for coordinating with City staff to ensure the safe and timely fueling of the trolleys to avoid any interruption to the NoMi Express services.

### **3.7 LEGAL HOLIDAYS**

Unless specifically requested by City staff, the NOMI Express program does not provide services on the following City observed holidays:

- a. New Year's Day
- b. Dr. Martin Luther King's Day
- c. President's Day
- d. Memorial Day
- e. Juneteenth
- f. Independence Day
- g. Labor Day
- h. Veteran's Day
- i. Thanksgiving
- j. Christmas

### **3.8 TROLLEY'S TECHNOLOGY**

- a. Respondents will be expected to provide digital security camera system, an automated passenger counter system, and web-based GPS automatic vehicle location system as part of their operation of the trolleys. Moreover, the awarded vendor will be responsible for the installation and operation of three (3) cameras on each trolley with real-time video feed accessible to City staff, with clear views of the interior and exterior and a minimum resolution of 720p (HD). City staff must be able to download videos when needed or have access to remote website accessibility for viewing of all cameras.
- b. The GPS tracking system will provide real-time information to staff and to the public via mobile and desktop applications to provide route options to riders based on current location and destination and estimated time of arrival at each stop. It will also provide City staff with real-time tracking and provide customizable reports for monthly on-time performance analysis. The awarded vendor shall be required to coordinate with the City's staff and shall also be responsible for training the vendor's employees to ensure the audio-visual equipment displays the correct route information during transit and ensure the tracking system is operational at all times and properly configured.
- c. The awarded vendor shall provide an accurate daily record of boarding and passenger counts and location-based reports to determine ridership based on stops.

- d. The City intends to operate TV monitors for announcements and possible advertisements.
- e. The vehicle must be equipped with 2-way radio communications that are monitored from the time the vehicle leaves the Contractor's facility to the time they return, and the drivers must be provided with mobile phone accessible by the City at all time during operations hours.

### **3.9 PRICE PROPOSAL FORM**

- a. Proposers shall provide a per-hourly cost to include all necessary labor, supervision, equipment, insurance, maintenance costs, overhead and profit to provide the services required under this Contract (see Appendix "B").
- b. The awarded Contractor shall keep its prices fixed, subject to annual adjustments requested by the Contractor pursuant to the Consumer Price Index (CPI) for All Urban Consumers – Transportation in the Miami-Fort Lauderdale, Florida area CPI.

### **3.10 BACK-UP VEHICLES**

The awarded Contractor must be able to provide one (1) additional vehicle to serve as back-up to the trolleys that will be in service. The proposed back-up vehicle must meet or exceed the following:

- a. The back-up vehicle may be either a trolley or bus accommodating at least 22 seated passengers and one wheelchair passenger.
- b. The back-up vehicle must be in excellent working order with no more than 10,000 miles.
- c. The back-up vehicle must be equipped with 2-way radio communications that are monitored from the time the vehicle leaves the Contractor's facility to the time they return, and the drivers must be provided with mobile phone accessible by the City at all times during operations.
- d. In the event of a trolley malfunction or accident, the Contractor must ensure that the maximum response time for arrival of the replacement vehicle be no more than one (1) hour.
- e. City staff shall have the right to access and inspect the condition of the back-up vehicle at any time during regular work hours.

### **3.11 RECORDS**

The awarded Contractor shall maintain and make available for inspection by City staff the following records:

- 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. Ridership for each route.
- f. Log and report all events that impede vehicle movement
- g. A complete individual vehicle history of every vehicle provided by the City keeping the vehicle maintenance file current throughout the term of the Contract
- h. The completion of required inspections;
- i. The timely execution of scheduled servicing;
- j. Major repairs and replacement of Vehicle components;
- k. Use of parts and components;
- l. Unscheduled maintenance;
- m. Accident repairs and body work;
- n. Warranty work and claims;
- o. Fuel and oil and fluids consumption on a unit per Vehicle basis;
- p. Vehicle mileage and hours of operation;
- q. Frequency of service provided.

Vehicle Defect Records - The awarded Contactor 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.

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.

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.

### **3.12 OPERATION STANDARDS**

The Contractor shall operate this Service with the following performance standards and goals, which include but are not limited to:

1. Average passenger wait time – maximum of five (5) minutes based on the scheduled arrival time.
2. Reliability – lateness of more than five (5) minutes, should occur less than 10% of the time and the trolleys shall never depart a stop before its scheduled time.

### **3.13 SERVICE STANDARDS**

The Contractor shall strive to provide service in a manner that will maximize productivity and at the same time maximize customer service, never losing sight of specific performance standards. The Contractor and the City shall meet periodically to evaluate the 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. 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. Service hours will comply with all NoMi Express 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.

### **3.14 ADDITIONAL OPERATING PROCEDURES**

The 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.

1. The awarded Contractor will not use or allow the Vehicles to be used for any illegal purpose.
2. The vehicles shall not be used for towing, pushing or any purpose other than the transportation of passengers.
3. The awarded Contractor shall not overload the Vehicles beyond their specified carrying capacity nor operate a Vehicle in an unsafe manner.
4. No other use may be made of the Vehicles dedicated to the City except as specifically authorized in writing by the City.
5. All Vehicles shall operate with headlights and taillights turned on while in Service.
6. City will designate specific stops along the routes described herein. Passengers shall be picked up and discharged only at these designated stops. Four-way flashers shall be used whenever the vehicle is stopped to load or unload passengers.
7. 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.
8. 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.

### **3.15 PREVENTATIVE MAINTENANCE SCHEDULES**

The awarded Contractor shall provide the City with the proposed trolley maintenance schedule to ensure the safe operation of the trolleys, in accordance with the Original Equipment Manufacturer (OEM) requirements, State of Florida codes and industry standards. The Contractor shall also provide quarterly maintenance logs for each trolley and documentation for any major repairs (in excess of \$5,000) performed.

**a. Mechanical and Body Repairs**

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. a) 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. b) 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. c) 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. d) 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. 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.

**b. Repair Standards**

In conducting necessary repairs, the Contractor will warrant that: a) Qualified maintenance personnel, utilizing appropriate tools and equipment, trained to complete such work have conducted the repairs.

**c. Maintenance**

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

**d. Safety and Security Program Plan**

The awarded 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.

The awarded 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. 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.

e. Road Supervision

The awarded 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.

f. 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. All traffic accidents involving vehicles/pedestrians, irrespective of injury, shall be immediately reported to the City of North Miami Department. The awarded Contractor will advise such agency of the accident and request a police unit to investigate the accident. The City Transportation staff 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 48 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 48 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.

### **3.16 TROLLEYS APPEARANCE / INSPECTIONS**

All trolleys in service are required to be clean, free of dents, scratches, graffiti, or damage. Trolleys must also be free of mechanical problems that render the trolley unsafe, excessively noisy or uncomfortable to ride in.

- a. At the end of each service day, the trolleys must be cleaned of debris, trash or litter and deodorized. At a minimum, the exterior of all trolleys must be washed weekly.
- b. Windows of trolleys must be cleaned at ALL times.
- c. All fluid levels on the trolleys shall be checked on a daily basis. The City prefers to have fluid levels checked prior to the start of a service day.

- d. All drivers will be required to complete a trolley inspections report at the beginning and end of each shift noting any safety or mechanical defects. These reports will be made available to the City upon request.
- e. Before each shift (either one route to another or a spare), appropriate route signage will be confirmed and GPS and air conditioning tested.

### **3.17 STAFF APPEARANCE**

- a. Drivers are required to wear Contractor issued identification, with the driver's name clearly visible. ID badges are to be worn at all times during Service.
- b. A standard uniform (i.e. shirt, pants, and shoes) must be worn by all drivers while on duty.

### **3.18 BACKGROUND CHECKS**

The awarded Contractor is required to perform a background check on all drivers and vehicle operators assigned to work in the operation of the City's trolleys on behalf of this Contract. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE) and such additional background checking as the Contractor may deem appropriate. At a minimum, the Contractor must obtain a "Level-Two" written background checks.

The Contractor shall be responsible for costs associated with the background checks. Written FDLE background checks must be submitted to City staff for review and approval prior to any employee of the Contractor working in the operation of the City's trolleys under this Contract. Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the City under this Contract. Others may be excluded at the sole discretion of the City, based upon the results of the background check.

### **3.19 DRIVER STANDARDS**

- a. Vehicle operators 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.
- b. Drivers performance shall be tracked, through either software (software that will track the operator's driving behavior and/or lack of skills) or reports (including driver behavior through video, complaints, etc.) on a weekly basis, and training shall be recommended to improve these findings.
- c. No driver shall be employed or remain employed if said driver has had three (3) or more moving violations within the last two years prior to application, have more than one moving violation within the last 12 months or a criminal record with any felony convictions (includes a guilty verdict, a determination of guilt after trial to a

judge, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest).

### **3.20 PASSENGER RELATIONS**

- a. Passengers must receive prompt, friendly, courteous service and accurate information.
- b. Passengers shall receive efficient service with a smile and a thank you.
- c. Passengers are to be treated with respect & dignity, care and compassion.
- d. Passengers shall receive prompt answers to his/her questions.
- e. Contractor will provide training to all new drivers continually reinforce the importance of positive relations with NoMi Express riders.

### **3.21 SITE INSPECTION OF VENDOR MAINTENANCE AND REPAIR FACILITY**

City staff shall have access to the Contractor's maintenance and repair facility to conduct an on-site inspection of trolleys and maintenance operations.

### **3.22 ADDITIONAL REQUIREMENTS**

- a. The awarded Contractor shall be responsible for all traffic violation penalties, including toll enforcement charges, incurred by their drivers or other agents during the full term of the Contract.
- b. Gratuities of any sort shall not be accepted, solicited, or encouraged by the Contractor's drivers or other vehicle operators.
- c. The Contractor's drivers or other vehicle operators are not permitted to smoke, eat, drink or play a radio (other than necessary driver/dispatcher radios) while on duty in operation of the trolleys.

**END OF SECTION**

## **SECTION 4.0**

### **PROPOSAL FORMAT**

#### **4.1 INSTRUCTIONS TO RESPONDENTS**

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

#### **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.**

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

Each proposal must be submitted as follows:

- One (1) original (must be clearly identified as "ORIGINAL").
- Five (5) duplicate copies.
- One (1) digital copy on flash drive/thumbprint drive.

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

A "tab" should be provided for each section as follows:

**a. Cover Page**

The title page should include the name of the respondent's company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle the City's account, date, and the subject and signature page (See Appendix "A").

**b. Table of Contents**

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

**c. Business Structure**

Corporations, Joint Ventures, or Partnerships - Submit a copy of State of Florida Department of corporate information (if applicable) indicating when the corporation was organized, corporation number, and date and status of the most recent annual report. Provide copies of current City / County / State Occupational License(s) where

applicable, including the licenses to operate transit service in the State of Florida and Miami-Dade County.

**d. Qualification and Experience of the Firm and Key Personnel - (max. 25 Points)**

Provide a complete history and description of your company, including, but not limited to, the number of years in business, number of employees, copy of applicable licenses/certifications, credentials, resources and capacity to successfully perform the requirements of this Contract.

The Proposer must describe its prior experience with providing fixed-route scheduled transportation services using similar vehicles. Please provide examples.

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

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

Each Proposer must also include:

1. Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
2. A staffing plan indicating the key personnel, qualifications and their roles who will be assigned to work on this Contract by the Respondent.
3. A resume and qualifications of the primary individual who will be responsible for supervising the work for this Contract on behalf of the Respondent, including the percentage of time the primary individual is expected to contribute to this Contract.
4. A summary of the additional employees and sub-contractors, if any, who will be involved in the performance of this Contract and description of their specific roles to be carried out for this Contract.

**e. Approach to Providing the Scope of Services - (max. 25 Points)**

Describe how the Respondent intends to perform the requisite services outlined in this Solicitation. This section should include, but not be limited to, the Respondent's approach to successfully providing the day-to-day operation and maintenance of the NoMi Express transit services, such as:

1. Identify and provide backup information for the proposed location to provide maintenance, repairs and other ongoing upkeep required for the trolleys.
2. Provide information regarding the Respondent's training program and manual for their drivers.
3. Provide information regarding the Respondent's approach to ensuring passenger safety and satisfaction focus by their drivers.

4. Describe internal procedures and how you will communicate to City staff any problems in terms of equipment and service or complaints by riders.
5. Provide examples of daily and monthly reports on ridership, on-time performance, trolley operations, and logging of incidents.
6. Please describe how the Respondent intends to be fully operational within sixty (60) days of the City's notice-to-proceed.

**f. Minority/Woman Owned Business and/or Small Business Enterprise Participation – (max. 10 Points)**

Please indicate whether the Respondent or any of its Sub-consultants is classified as either a Minority/Woman Owned Business and/or Small Business Enterprise. Please submit proof of current MWBE and/or SBE certification.

**g. Community Benefits Plan - (max. 10 Points)**

Please include the Respondent's proposed "Community Benefits Plan" in this section of the Proposal, such as local workforce training and hiring efforts, job fairs conducted within the City to identify potential local applicants.

**h. References - (max.10 Points)**

Respondent must provide at least three (3) references of current or prior contracts, similar in services to this Solicitation, performed within the last ten (10) years. If available, such references should represent contracts with public agencies. Please include a fully completed Form A-14, along with additional backup information for each contract, if any.

**i. Price Proposal - (max. 20 Points)**

Each Respondent must submit the **Price Proposal Form** attached hereto as **Appendix "B"** in a separate envelope inside of the sealed Proposal and in a separate file folder on the USB Flash Drive.

The Respondent's price proposal shall be based upon and include any and all costs or expenses to be incurred by the Respondent in the performance of their work under this Contract, including all direct costs and expenses, and shall also include all other costs and expenses such as administrative and overhead costs, supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).

Each price proposal shall be evaluated based on a maximum score of twenty (20) points, with a tiered allocation structure factoring the lowest price proposal to the Respondent's price and the total number of proposals submitted. See Evaluation Criteria for sample price proposal formula evaluation method.

**j. Local Business Preference**

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business (Respondent) shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation **and**;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City **and**;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty percent (20%) of the contractual amount of a City contract with sub-contractors who meet the above listed criteria can also be deemed a Local Business for award of local preference. If the Respondent utilizes sub-contractors to qualify for Local Business Preference, the Respondent **must** submit **Form A-6** along with **Form A-3** listed below.

**k. Solicitation Forms**

The following forms must be included as part of the Proposal:

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit **[if applicable]**
- A-4 Questionnaire Instructions
- A-5 Acknowledgement of Addenda
- A-6 Disclosure of Sub-Contractors/Sub-consultants **[if applicable]**
- A-9 Bid Bond
- A-10 Performance Bond
- A-14 References

All of our forms can be found on our website at:

<https://www.northmiamifl.gov/217/Contract-Forms>

## **SECTION 5.0**

### **EVALUATION CRITERIA/SELECTION PROCESS**

#### **5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

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

By submitting a proposal, each Respondent acknowledges and agrees to all terms and conditions set forth in this RFP and agreement by the City of North Miami.

Each Respondent acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The respondent acknowledges and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal. Neither the City nor its representatives will be responsible for any error or omission in any proposal, or for the failure on the part of any respondent to determine the full extent of the exposure.

#### **5.2 EVALUATION PROCESS**

An Evaluation Committee shall be established in accordance with the City's Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined below in Section 5.3. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondent for award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

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

#### **5.3 EVALUATION CRITERIA**

Criteria will be scored on a scale of **“0” to “100”** per each Committee member with the maximum number of points for each evaluation category detailed below. The total maximum number of points for each Respondent is **100 points per Evaluation Committee member**. Scoring is based on a point total per evaluator and not a percentage. **The final ranking will be based on the sum total of the Committee's scores for each Respondent, plus the points awarded based on the price proposal formula, adjusted by the Local Business Preference factor, if any, for each Respondent.**

## **EVALUATION CRITERIA**

CATEGORY	DESCRIPTION	MAXIMUM POINTS
1	<b>Qualifications and Experience of the Firm and Key Personnel</b> [See Section 4.1(d)]	<b>25</b>
2	<b>Proposed Approach to the Scope of Services</b> [See Section 4.1(e)]	<b>25</b>
3	<b>MWBE and/or SBE Participation</b> [See Section 4.1(f)]	<b>10</b>
4	<b>Community Benefits Plan</b> [See Section 4.1(g)]	<b>10</b>
5	<b>References</b> [See Section 4.1(h)]	<b>10</b>
6	<b>Price Proposal *</b> [See formula below]	<b>20</b>
<b>MAXIMUM TOTAL</b>		<b>100</b>

\* **Note:** Each price proposal shall be scored based on the following formula:

<b>*Sample Objective Formula for Fee Proposal</b>				
Vendors	Proposed Price	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	20	\$100 / \$100 X 20 = 20	20
Vendor B	\$150.00	20	\$100 / \$150 X 20 = 13	13
Vendor C	\$200.00	20	\$100 / \$200 X 20 = 10	10

#### **5.4 EVALUATION COMMITTEE INTERVIEWS**

The Evaluation Committee may select and choose to invite any and/or all Respondents to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation **or** the Committee may instead choose to evaluate each Respondent based solely on the content of their Proposals. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not change or add to their previously submitted proposal.

Any discussion between the Respondents and Evaluation Committee during presentations is intended only for purposes of question and answers between the Committee and the Respondent. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City disavows any responsibility or liability for any costs or damages, monetary or otherwise, incurred by the Respondent or any of its sub-consultants (sub-contractors) in connection with such interviews/presentations (e.g. travel, accommodations, accidents, etc.).

#### **5.5 CONTRACT NEGOTIATIONS**

The City may choose to award a Contract to the highest-ranked firm based solely on their initial Price Proposal. Therefore, each Proposal should contain the Respondent's best offer from a business and financial standpoint.

Nonetheless, the City may also choose to negotiate the Contract Price and Terms with the highest-ranked firm. In doing so, if the City is unable to reach terms of agreement with the highest-ranked firm, then the City reserves the right to terminate negotiations and to initiate negotiations with the next ranked Proposer. This process may continue until a contract acceptable to the City has been agreed to **or** until all Proposals are rejected. No Respondent shall have any rights against the City arising from such contract negotiations or termination thereof.

**END OF SECTION**



**Appendix “A”**

**Cover Page & Contact Information Form**



**COVER PAGE & CONTACT INFORMATION**

**RFP No. 45-24-25**

**OPERATION AND MAINTENANCE SERVICES FOR  
THE NORTH MIAMI COMMUNITY TRANSIT (NOMI EXPRESS) PROGRAM**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by either an authorized officer or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s): \_\_\_\_\_

Federal Employee Identification  
Number (FEIN): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_



I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

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

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

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

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Company Name

---

Authorized Company Representative (Print Name)

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Title:

---

Signature

---

Date:



**Appendix “B”**

**Price Proposal Form**



**APPENDIX "B"**  
**PRICE PROPOSAL FORM**

<b>NOMI Express Fixed-Route Services <u>WITHOUT FUEL</u></b>	<b>Estimated Annual Hours</b>	<b>Hourly Rate (US\$)</b>	<b>Total Annual Cost</b>
Cost for Labor to staff, Operate and Maintenance of the Nomi Express Services in accordance with Section 3.0 Scope of Services.	12,480 hours	\$ _____ /hr	\$ _____
Cost of "Special Event Hours"  If different from the Regular Trolley Hour rate indicate above.		\$ _____ /hr	

1. The Respondent acknowledges that Services must commence within **sixty (60) days** of the date of Contract execution, unless otherwise agreed to by the City.
2. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also, the Respondent agrees to hold this offer open for a period of **one hundred and eighty (180) days** from the deadline for receipt of Proposals.
3. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

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Authorized Company Representative (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

---

Signature \_\_\_\_\_ Title \_\_\_\_\_



**Appendix "C"**  
**Cone of Silence**

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## **Cone of Silence Notification**

### **Operation and Maintenance Services For The North Miami Community Transit (Nomi Express) Program**

**RFP No. 45-24-25**

#### **DIVISION 8. CONE OF SILENCE**

##### **Sec. 7-192. Cone of Silence.**

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

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

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

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

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

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

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

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

##### **(d) Notwithstanding the foregoing, the cone of silence shall not apply to:**

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-

based organization (CBO) competitive grant processes, administered by the city;

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

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

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

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

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

### **Sec. 7-193. Procedure.**

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

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

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



**Attachment "A"**

**Trolley Specifications**



## Attachment "A"

### **Villager 31' Freightliner 6.7I Diesel Trolley Specifications manufactured by Home**

#### **STANDARD ITEMS:**

- ❖ 2022 Ford Strip Chassis ( see chassis brochure for details)
- ❖ 22,000 GVW
- ❖ 19.5" Tires
- ❖ Front End Alignment
- ❖ Marine Plywood Sub Floor
- ❖ Stainless Steel Roll Out Battery Tray
- ❖ Engine Alarm System for Hi Water Temp
- ❖ Low Oil Pressure - Low Water Pressure Guage /Alarm
- ❖ Standard Rear Bumper
- ❖ Rear and Front Tow Hooks
- ❖ Rear Wheel Extended Valve Stems
- ❖ Front and Rear Wheel Well Flares
- ❖ Aluminum locking fuel door
- ❖ Dash Defroster/ Heat
- ❖ A & M Electric Entry Door 32" w x 92" high with Header Access
- ❖ Entry door angled handrailing's both sides
- ❖ Entry Key lock with exterior toggle switch with cover located under passenger side headlight bucket
- ❖ Front Driver Area Windows Clear no Tint

- ❖ Arch Top windows with Egress compliant with FMVSS
- ❖ Master Disconnect in sealed battery compartment
- ❖ Interlock Brake and Transmission
- ❖ Vintage Oak Passenger Seating
- ❖ Interior Rear Mirror and Convex Mirror
- ❖ 12v Chrome Center Headlight
- ❖ Clearance Light Chrome Guards
- ❖ LED Exterior Lighting DOT approved
- ❖ LED Interior ADA Light , Door Light, Driver Light and Step Well Lighting
- ❖ All Required Signage
- ❖ Altro Transit Flooring
- ❖ Black Bary mat Acoustic driver mat
- ❖ White Step Edges
- ❖ White Standee Line
- ❖ Engine Cover
- ❖ Stainless Steel Handrailing's including entry railings and Driver's Guard
- ❖ Oak Panel Interior
- ❖ Back Up Alarm
- ❖ Fire Extinguisher 5lb
- ❖ Triangle Reflector Kit
- ❖ Safety Kit
- ❖ Exterior Interior PA
- ❖ 12 Volt power outlet
- ❖ Undercoating
- ❖ Gong Bell with electrical switch and pull cord, continues rings or pull ding
- ❖ LED Lighting as requested
- ❖ Cupola Windows with Etchings



## **Attachment "B"**

### **NoMi Express Route Map & Schedule**



7 am to 7 pm

Monday-Friday

Stop	GREEN ROUTE	Minutes after hour
1	<b>Griffing Center</b>	:05
2	W Dixie Hwy & NE 119th ST	:06
3	119 ST & N Miami AVE	:08
4	NW 2nd AVE & NW 119 ST	:09
5	NW 2 AVE & 125 ST	:10
6	125 ST & NW 4 AVE	:11
7	NW 7 AVE & 125 ST	:15
8	NW 7 AVE & 120 ST	:16
9	NW 119 ST & NW 10 AVE	:18
10	NW 119 ST & 12 AVE	:20
11	NW 13 AVE & 121 ST	:22
12	<b>Sunkist Grove Center</b>	:24
13	Thomas Sasso Pool	:25
14	NW 11 Avenue & 131 Street	:28
15	NW 131 ST & 13 AVE	:30
16	Joe Celestin Center	:32
17	135 ST & NW 12 AVE	:34
18	135 ST & NW 7 AVE	:36
19	<b>Flea Market</b> (NW 7 AVE/139 ST)	:38
20	NW 7 AVE & 135 ST (southbound)	:40
21	NW 131 ST & 7 AVE	:42
22	NW 131 ST & 2 AVE	:44
23	135 ST & N Miami AVE	:45
24	NE 135 ST & Memorial Hwy	:48
25	135 ST & NE 6 AVE	:50
26	NE 6 AVE & 133 ST	:52
27	<b>Publix</b> (NE 6 AVE/128 ST)	:54

Stop	ORANGE ROUTE	Minutes after hour
1	<b>Griffing Center</b>	:05
2	125 ST & NE 2 AVE	:07
3	125 ST & N Miami Ave	:09
4	NW 2 AVE & 125 ST	:10
5	NW 2 AVE & NW 128 ST	:12
6	NW 2 AVE & NW 135 ST	:13
7	135 ST & N Miami AVE	:14
8	135 ST & Memorial Highway	:16
9	NE 135 ST & NE 5 AVE	:18
10	NE 6 AVE & 136 ST	:20
11	NE 6 AVE & 140 ST	:22
12	<b>N Miami Elementary</b> (NE 6 AVE/145 ST)	:24
13	NE 145 ST & NE 12 AVE	:26
14	NE 145 ST & W DIXIE HWY (BRAVO)	:28
15	NE 12 AVE & NE 140 ST	:30
16	W Dixie HWY & NE 11 AVE	:31
17	W Dixie HWY & 136 ST (Swift Laundry)	:32
18	NE 135 ST & 8.9 AVE	:34
19	<b>Library/NM Senior</b> (NE 8 AVE/133 ST)	:35
20	NE 8 AVE & 129 ST	:38
21	<b>City Hall</b> (NE 8 AVE & NE 125 ST)	:40
22	NE 7 AVE & NE 127 ST	:44
23	<b>Publix</b> (NE 6 AVE/128 ST)	:45
24	131 ST & NE 5 AVE	:47
25	131 ST & Griffing BLVD	:49
26	NE 125 ST & Griffing BLVD	:51
27	125 ST & NE 4 CT	:53

Stop	BLUE ROUTE	Minutes after hour
1	<b>Griffing Center</b>	:05
2	125 ST & NE 4 CT (Presidente)	:07
3	<b>Publix</b> (NE 6 AVE/127 ST)	:11
4	NE 6 AVE & 135 ST	:12
5	NE 135 ST & 7 AVE	:13
6	<b>North Miami Library</b> (NE 8 AVE/133 ST)	:15
7	W Dixie HWY & NE 132 ST	:16
8	W Dixie HWY & 135 ST	:18
9	W Dixie HWY & 139 ST	:19
10	NE 135 ST & NE 12 AVE	:21
11	NE 135 ST & 134 Rd	:22
12	NE 135 ST & NE 16 AVE (Enchanted Forest)	:23
13	NE 135 & Arch Creek Rd	:24
14	Biscayne Blvd & 135 ST	:26
15	Target/Post Office (Biscayne/140 St)	:30
16	Biscayne BLVD & 137 ST	:32
17	Biscayne BLVD & NE 135 ST (southbound)	:34
18	Biscayne BLVD & NE 130 ST	:35
19	<b>Publix</b> (Biscayne Blvd/128 ST)	:37
20	Johnson & Wales (NE 127 ST)	:40
21	NE 16 AVE & 125 ST	:44
22	NE 123 ST & 16 AVE	:45
23	NE 123 ST & 14 AVE	:46
24	125 ST & NE 13 AVE	:48
25	NE 125 ST & 12 AVE	:49
26	NE 125 ST & 10 AVE	:50
27	<b>City Hall</b> (NE 8 AVE/125 ST)	:52

Stop	RED ROUTE	Minutes after hour
1	<b>Publix</b> (Biscayne Blvd/128 ST)	:05
2	Johnson & Wales (NE 127 ST/17 AVE)	:06
3	NE 16 AVE & 125 ST	:07
4	NE 123 ST & 16 AVE + Whole Foods	:09
5	Walgreens (NE 123 ST/18 AVE)	:12
6	Sans Souci Tennis Center	:14
7	Sans Souci Blvd & NE 121 ST	:16
8	LA Fitness (123 ST/18 AVE)	:18
9	Biscayne Blvd & 128 ST	:19
10	Biscayne Blvd & NE 131 ST	:20
11	Biscayne Blvd & NE 135 ST (SE Corner)	:20
12	NE 135 ST & NE 20 AVE	:22
13	NE 135 ST & NE 25 AVE	:24
14	Biscayne Blvd & NE 135 ST (Starbucks)	:24
15	Target - Post Office	:25
16	Biscayne Blvd & NE 145 ST (Publix)	:27
17	NE 151 ST & Biscayne Blvd	:28
18	NE 151 ST & Sole Mia Way (Costco)	:30
19	*Alonzo Mourning HS (Drop off only)	:33
20	FIU North Library	:38
21	*Alonzo Mourning HS (Drop off only)	:43
22	146 ST & NE 18 AVE	:45
23	NE 16 AVE & 143 ST	:45
24	NE 16 AVE & 139 ST	:46
25	135 ST & NE 16 AVE	:49
26	Biscayne Blvd & NE 135 ST	:51
27	Biscayne Blvd & NE 130 ST	:54

## Map & Schedule

Mapa y horario • Plan & Orè



DOWNLOAD THE  
NOMI EXPRESS MOBILE APP



North Miami's  
**FREE BUS**



Published: October 2023

Customer service:

Número de atención al cliente

Nimewo sévis kiyantèl

305-947-9995

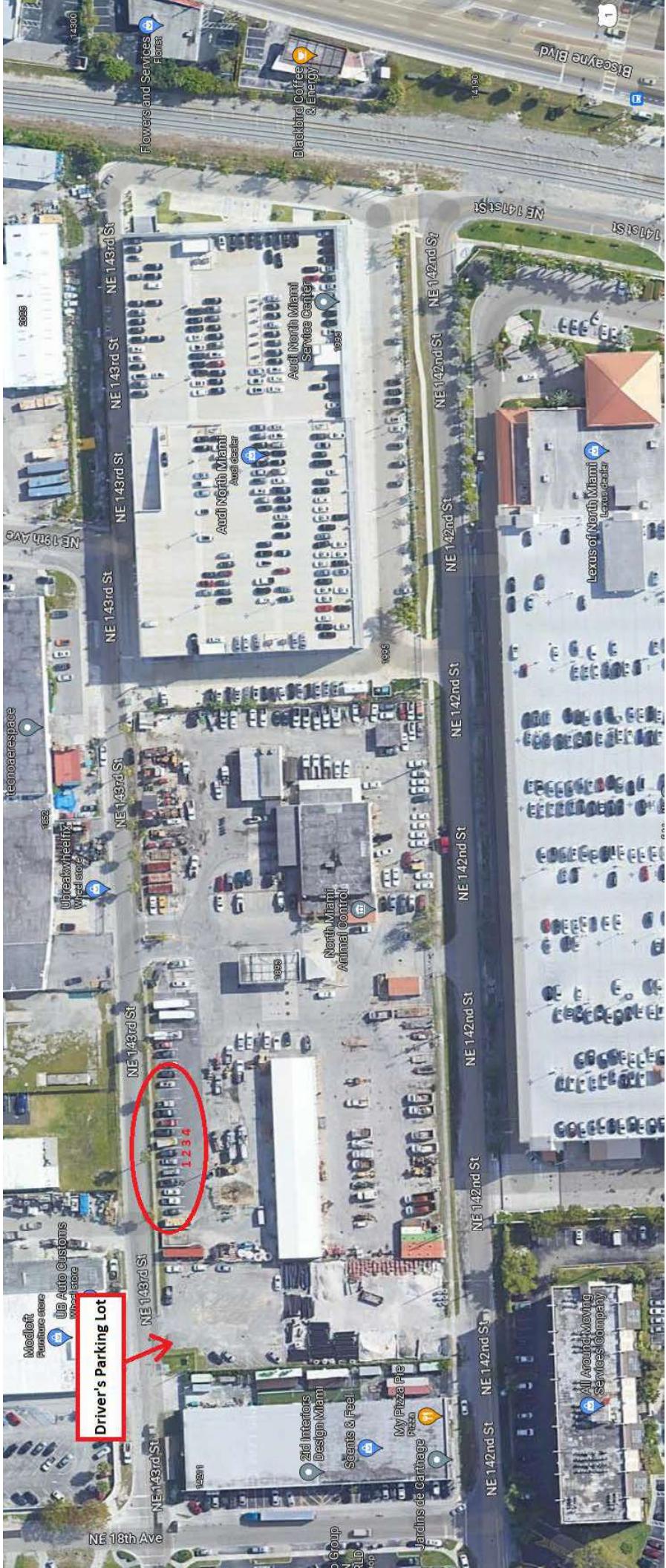
[www.northmiamifl.gov/nomibus](http://www.northmiamifl.gov/nomibus)





**Attachment "C"**

**Aerial Map of the Motor Pool Facility**





## **Attachment "D"**

### **Affidavits**



## CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the City. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the City.

<p>____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c) of <a href="#">Section 287.138, F.S.</a></p>	
<p>Bidder's/Proposer's Legal Company Name</p>	
<p>Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.</p>	
<p>Print Name of Bidder's/Proposer's Authorized Representative: _____</p>	
<p>Title of Bidder's/Proposer's Authorized Representative: _____</p>	
<p>Signature of Bidder's/Proposer's Authorized Representative: _____</p>	
<p>Date: _____</p>	



**KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED  
OFFENSES AFFIDAVIT**

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

\_\_\_\_ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)  
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

**Title of Contractor's Authorized Representative:**

Signature of Contractor's Authorized Representative:

Date:



**Prohibition against contracting with Scrutinized Companies  
[PURSUANT TO FLORIDA STATUTE § 287.135]**

certifies that \_\_\_\_\_ does not: Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

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Signature

## Title

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Date