Transportation America Inc	
Bid Contact <b>Bob Beers</b>	Address 2766 NW 62ND ST

mlevitt@losf.us Ph 305-308-8110 Address 2766 NW 62ND ST MIAMI, FL 33147

Bid Notes Original Bond will be delivered to City of Fort Lauderdale Procurement Services Division. Copy of Bond is in submittal.

ltem #	Line Item	Notes	Unit Price	Qty/Unit	Α	ttch.	Docs
12439-81501-01	Operations and Maintenance of Community Shuttle Transit Service: Refer to Section VI: Cost Proposal Page	Supplier Product Code: RFP #12439-815 Supplier Notes: See attached Limousines of South Florida, Inc. Response	First Offer -	1 / each		Y	Y
				Lot Total	\$0.00		

Supplier Total \$0.00

p. 1

#### **Transportation America Inc**

#### Item: Operations and Maintenance of Community Shuttle Transit Service:Refer to Section VI: Cost Proposal Page

Attachments

City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service Bid 12439-815.pdf



# Response to Solicitation 12439-815 **City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service**



BidSync

Limousines of South Florida, Inc.

CAM #21-0076 Exhibit 4 Page 3 of 124





November 18, 2020

City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, Florida 33315

### Re: RFP # 12439-815 Operation and Maintenance of Community Shuttle Transit Service

Dear Evaluation/Selection Committee,

Limousines of South Florida, Inc. is pleased to express its interest in participating in the City of Fort Lauderdale's procurement process for the Operation and Maintenance of Community Shuttle Transit Service.

Pursuant to the RFP published by the City of Fort Lauderdale, Limousines of South Florida, Inc. also known and referred to as "LSF Shuttle" has reviewed the specification documents and has the financial ability, experience, expertise and management personnel along with the interest and capabilities to operate and deliver the required services in more efficient higher quality of service than any of our competitors for several reasons. These include but are not limited to our local infrastructure, local management, location of our local facilities including our in-house maintenance facility along with our available backup equipment and staff.

Limousines of South Florida has been operating the City of Fort Lauderdale's Operation and Maintenance of Community Shuttle Transit Service as an interim provider for the City of Fort Lauderdale as a piggyback to one of our existing agreements with another municipality. We are the largest provider of Community Shuttles in the State of Florida. Due to the size and amount of contracts and buses we operate, we also have backup drivers and vehicles located at our facility. LSF has more backup vehicles than all of our competitors combined. We have a full time dispatch office with radio communication and live dispatchers from 5:00 a.m. until midnight. We also have a complete training facility where our drivers are trained and re-trained.

In the attached proposal, you will see that all of our top level management staff is local and accessible. Limousines of South Florida looks forward to continue working with the City of Fort Lauderdale and their staff in providing the highest quality of transportation service in the industry to your city's residents and visitors.

Respectfully

Mark Levitt, Vice President

3300 SW 11th Avenue Fort Lauderdale, FL 33315 Phone: (954) 463-0845

CAM #21-0076 Exhibit 4 Page 4 of 124

BidSync

City of Fort Lauderdale

12439-815 F

# **Table of Contents**





City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service Bid 12439-815



## 4.2.1 TABLE OF CONTENTS

4.2.1	Table of Contents.    1
4.2.2	Executive Summary
4.2.3	Experience and Qualifications
4.2.4	Description of the Proposed Facility and Equipment
4.2.5	History of Performing Safe Transit Operations
4.2.6	Industry Awards and/or Certifications
4.2.7	Description of the Proposed Financial, Management, and Technical Resources 19-31
4.2.8	Approach to Scope of Work
4.2.9	References
4.2.10	Minority/Women (M/WBE) Participation54
4.2.11	Description of Capabilities and Experience
4.2.12	Subcontractors
4.2.13	Required Forms
4.2.13	•
4.2.13	Required Forms
4.2.13	1. Proposal Certification
4.2.13	1. Proposal Certification 2. Cost Proposal Pages
4.2.13	<ol> <li>Proposal Certification</li> <li>Cost Proposal Pages</li> <li>FTA Certifications</li> </ol>
4.2.13	<ol> <li>Proposal Certification</li> <li>Cost Proposal Pages</li> <li>FTA Certifications</li> <li>Non-Collusion Statement</li> </ol>
4.2.13	<ol> <li>Proposal Certification</li> <li>Cost Proposal Pages</li> <li>FTA Certifications</li> <li>Non-Collusion Statement</li> <li>Non-Discrimination Certification Form</li> </ol>
4.2.13	<ol> <li>Proposal Certification</li> <li>Cost Proposal Pages</li> <li>FTA Certifications</li> <li>Non-Collusion Statement</li> <li>Non-Discrimination Certification Form</li> <li>Verification of Employment Status</li> </ol>
4.2.13	<ol> <li>Proposal Certification</li> <li>Cost Proposal Pages</li> <li>FTA Certifications</li> <li>Non-Collusion Statement</li> <li>Non-Discrimination Certification Form</li> <li>Verification of Employment Status</li> <li>Contract Payment Method</li> </ol>
4.2.13	<ol> <li>Proposal Certification</li> <li>Cost Proposal Pages</li> <li>FTA Certifications</li> <li>Non-Collusion Statement</li> <li>Non-Discrimination Certification Form</li> <li>Verification of Employment Status</li> <li>Contract Payment Method</li> <li>Sample Insurance Certificate</li> </ol>
4.2.13	<ol> <li>Proposal Certification</li> <li>Cost Proposal Pages</li> <li>FTA Certifications</li> <li>Non-Collusion Statement</li> <li>Non-Discrimination Certification Form</li> <li>Verification of Employment Status</li> <li>Contract Payment Method</li> <li>Sample Insurance Certificate</li> <li>System for Awards Management (SAM)</li> </ol>
4.2.13	<ol> <li>Proposal Certification</li> <li>Cost Proposal Pages</li> <li>FTA Certifications</li> <li>Non-Collusion Statement</li> <li>Non-Discrimination Certification Form</li> <li>Verification of Employment Status</li> <li>Contract Payment Method</li> <li>Sample Insurance Certificate</li> <li>System for Awards Management (SAM)</li> <li>Active Status Page from Division of Corporations – Sunbiz.org</li> </ol>



4.2.2

# **4.2.2 Executive Summary**

CAM #21-0076 Exhibit 4 Page 7 of 124 BidSync



City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service Bid 12439-815



## 4.2.2 EXECUTIVE SUMMARY

## Limousines of South Florida, Inc.

Mark Levitt, Vice President 2000 North State Road 7 Lauderdale Lakes, Florida 33313 Telephone: (954) 463-0845 Email: mlevitt@losf.us

**Limousines of South Florida, Inc. (LSF Shuttle)** was established in 1984 in the State of Florida as a "C" Corporation, with the expectation of rapid expansion in the transportation industry providing service to Government entities.

### **Business Description**

The Company was formed to provide transportation services to municipalities throughout South Florida. We currently offer shuttle bus and trolley service in Miami-Dade, Broward and Palm Beach Counties. We are the largest Trolley and Community Bus Operator in South Florida. We currently operate Shuttle Buses and Trolleys for more than twenty-five cities in South Florida. We also operate Shuttle buses for both Broward and Miami-Dade Counties. We currently employ over 500 full-time employees. We are a full turn-key operation, as we are the experts in transportation. We operate, supervise, insure and maintain trolleys and shuttle buses for more than ten (10) cities in the Broward County Community Shuttle Bus Program that currently consists of a total of eighteen (18) cities similar to the vehicles and operations requested in the City of Fort Lauderdale's Operation and Maintenance of Community Shuttle Transit Service Request for Proposals. Our ASE Certified maintenance staff is familiar with this type of equipment, and our parts department stocks most parts needed to provide minimal down time.

### Current Service for the City of Fort Lauderdale

LSF Shuttle entered into an agreement with the City of Fort Lauderdale on October 17, 2020 where we started an interim contract with very little notice. LSF Shuttle worked with City staff in assisting them in making this fast track interim service.

### Facility

LSF Shuttle's main offices are located in Miami-Dade County at 2766 NW 62<sup>nd</sup> Street, Miami, Florida 33147. We have three (3) full service facilities located in Miami-Dade County. Additionally, we have two (2) facilities located in Broward County. **Our facility located at 2000 North State Road 7, Lauderdale Lakes, Florida 33313 will be the facility that will service the City of Fort Lauderdale's Community Shuttle Transit Service.** This facility has a full service dispatch office, training facility, conference room, drivers lounge and a full maintenance facility staffed by ASE Certified mechanics. Our executive offices located in our Broward County facility provides billing and payroll for LSF Shuttle's entire South Florida operations. Our local management located in our Lauderdale Lakes facility operates and oversee all of our Broward and Palm Beach County contracts. Our General Manager who is responsible for and oversees our dispatch office, reports directly to the Vice President, whose offices are also located at this facility.





#### City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service – Bid 12439-815

#### **Experience and Qualifications**

LSF Shuttle is a professional transportation management and operations firm organized specifically to supply expertise to both public and private transportation systems. We are the largest operator of shuttle bus and trolley contracts in South Florida, operating for over thirty-five years. We are committed to making the City of Fort Lauderdale's Community Shuttle Transit Service successful. You will see that our proposal, including project staffing, local support, work plan, and references, speaks directly to our commitment to provide the highest quality of customer satisfaction and successful shuttle service performance in the industry.

A large part of our success can be attributed to the commitment and dedication of our local staff and our previous management skills that built LSF Shuttle to become the largest and most well-respected transportation operators in South Florida. It is this attention to detail that has resulted in a highly productive, safe, and effective Community Shuttle Transit Service.

LSF Shuttle provides contracted busing and fixed-route transportation service throughout South Florida. Our public and private customers include many municipalities and multiple transit agencies in Broward and Miami-Dade Counties. Our local experience is extensive and unparalleled, and a complete list of our customers is provided in this proposal under Tab 4.2.9 References for your evaluation.

In Broward County, we currently provide shuttle services for the City of Dania Beach, the Town of Hillsboro Beach, the City of Lauderdale by the Sea, the City of Lauderdale Lakes, the City of Coral Springs, the City of Margate, the City of Hallandale Beach, City of Pompano Beach, Town of Davie and the City of Lauderhill. We also provide shuttles for the City of Boca Raton in Palm Beach County.

In Miami-Dade County, LSF Shuttle provides more community bus and Trolley services than all of our competitors combined. These municipalities include the City of Miami, City of Opa Locka, Town of Bay Harbor Island, Town of Surfside, Miami Shores Village, City of North Miami, City of North Miami Beach, Village of Miami Springs, City of Homestead, City of Miami Beach, City of Miami Gardens, City of Sweetwater, and City of Doral. As you can see, LSF Shuttle has more experience than any other company in South Florida, providing Community and Municipal Shuttle Bus and Trolley Service similar to the City of Fort Lauderdale's Community Shuttle Transit Services. In all of the agreements listed above, LSF Shuttle provides Operations and Maintenance.

### Staffing

LSF Shuttle has the experience and ability to staff, train and operate a public transit service—as we have demonstrated by providing only the highest quality service to you and the rest of our existing client list for the past thirty-five years. We employ more than 500 operators in our existing operations in South Florida, which again, speaks directly to our ability to effectively hire and train staff. Our leadership team brings years of experience in the transit and specialized passenger transportation industry, and has positioned LSF Shuttle as a preferred transportation provider. Our team achieves success through our focus on the customer, along with the application of new technologies and transportation best practices for both new and current customers. In this proposal, you will see our specific policies and procedures in our hiring practices.

### Conclusion

Further in this proposal, you will see that LSF Shuttle has all required qualifications, equipment, facilities, systems and personnel, along with the financial resources, to provide the City of Fort Lauderdale with the highest quality of service. LSF Shuttle has more local experience than all of our local competition combined. We look forward to working with the City of Fort Lauderdale and their staff in the future, as we have the infrastructure, experienced staff and knowledge needed to continue to operate the City of Fort Lauderdale Community Shuttle Transit Service with high quality of service that we have been providing in this interim agreement.



# **4.2.3 Experience and Qualifications**





Operations and Maintenance of Community Shuttle Transit Service



## 4.2.3 EXPERIENCE AND QUALIFICATIONS

LSF Shuttle, a Florida Corporation, has been in operation since 1984, and is a wholly owned subsidiary of Transportation America – a local, family owned and operated South Florida Company representing a unique combination of decades of public transit experience here in South Florida.

**City of Fort Lauderdale** 

Bid 12439-815

LSF Shuttle is a professional transportation management and operations firm organized specifically to supply expertise to both public and private transportation systems. LSF Shuttle is the largest operator of shuttle bus and trolley contracts in South Florida, in operation for over thirty-five years. We are committed to making the City of Fort Lauderdale's Community Shuttle Transit Services successful. You will see that our proposal, including project staffing, local support, work plan, and references, speaks directly to our commitment to provide the highest quality customer satisfaction and successful community transit service performance.

LSF Shuttle has a complete and full understanding of the operational and staffing needs for the City of Fort Lauderdale's Community Shuttle Transit Services as we have been operating as the interim operator without complaints or issues in a short term startup. Mr. Mark Levitt, the current Vice President of LSF Shuttle and former President, owner and founder of LSF Shuttle will continue to be involved in overseeing the day to day operations.

As prefaced above, LSF Shuttle was acquired by Transportation America, Inc., a local South Florida experienced Transportation Company that has several transportation businesses all located here in South Florida. Transportation America purchased LSF Shuttle from Keolis Transit America in December, 2013.

Transportation America, through its operation of various transportation companies, has provided high quality passenger-based transportation services to the riders in the South Florida market since 2001. During that time, Transportation America has surpassed all of our many clients' established standards for service quality, culminating in recognition of one of our affiliated companies by the Florida Commission for the Transportation Disadvantaged as its 2009 Transportation Operator of the Year. In the past decade, Transportation America has delivered over 20,000,000 trips safely, on time and within our clients' budgets.

Transportation America operates the following passengerbased transportation companies:

- Super Nice STS DBA Transportation America –
  Paratransit provider
- MCT Express DBA Miami-Dade Ambulance Service
   Ambulance Service provider
- Medical Care Transportation Non-Emergency Transportation Service provider
- Miami-Dade Taxi Taxi Transportation Service provider
- Trip 2 Share Ride Paratransit provider

We are the exclusive Paratransit provider for Broward County in the Broward County TOPS Program, as well as the exclusive provider for Miami-Dade County STS Paratransit Program. In Miami-Dade County, our contract is the largest Paratransit contract in the State of Florida and the third largest program in the county. Prior to Covid-19, we provided over 6,000 trips per day in Miami-Dade County and over 3,500 trips per day in Broward County.

LSF Shuttle understands that budget is important for any public agency that needs to control all of its operating costs in these challenging economic times. LSF Shuttle institutes strong program controls that have created a culture of honesty, ethical behavior, and commitment to service integrity. LSF Shuttle is focused on meeting its riders' needs with high quality service.

LSF Shuttle currently provides shuttle services for the City of Dania Beach, the Town of Hillsboro Beach, Town of Lauderdale by the Sea, City of Lauderdale Lakes, City of Coral Springs, City of Margate, City of Pompano Beach, City of Lauderhill, City of Hallandale Beach and the Town of Davie in Broward County as part of the Broward County Community Shuttle Bus Program.

In Miami-Dade County, LSF Shuttle provides more community bus and Trolley services than all of our competitors combined. These municipalities include the City of Miami, City of Opa Locka, Town of Bay Harbor Island, Town of Surfside, Miami Shores Village, City of North Miami, City of North Miami Beach, Village of Miami Springs, Village of Pinecrest, City of Homestead, City of Miami Beach, City of Miami Gardens, City of Sweetwater and the City of Doral.





City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service – Bid 12439-815

Additionally, LSF Shuttle operates contracted routes for Broward County and Miami-Dade County. We are the only company that operates County Routes. In Broward, we operate Broward County Transit Routes 15, 23 and 56, which consist of seven buses daily. In Miami-Dade, we operate over one hundred buses operating daily.

Because we are currently operating the City of Fort Lauderdale's Community Shuttle Transit Service, LSF Shuttle already has the necessary resources in place to continue meeting all of the requirements of this new contract. We are not merely promising to put in, or purchase systems that may or may not work; our systems are in place and they work. We have a proven track record. LSF Shuttle has the experience, qualifications and capability of personnel that far exceeds any other company in providing Community Bus or Trolley Services in South Florida. Clearly, we exceed all qualifications and experience necessary to safely and reliably operate this Agreement for the City of Fort Lauderdale.

LSF Shuttle has the experience and ability to staff, train, operate and maintain the City of Fort Lauderdale's Community Shuttle Transit Service as our philosophy starts with our hiring and training practices, which are based on industry leading customer service and training programs.

LSF Shuttle provides detailed instruction and training to help operators understand the part they play in providing and promoting a positive passenger experience. We have established Driver Hiring Practices and Procedures Guidelines to ensure that our drivers are qualified and adequately trained to perform transportation services.

# LSF Shuttle's Driver Hiring Practices and Procedures

The following is a summary of LSF Shuttle's Key Hiring and Training Procedures:

- English proficiency will be determined first through a telephone interview, and tested further during the face-to-face interview (ie. role play, discussions etc.)
- A standard interview format will be used in strict compliance with all Federal, State, and Local laws employed to ensure consistency during the interview.
- LSF Shuttle will also utilize the "Volunteer Ambassador's Program" which will be integrated into the training program as part of the formal reservations training module. It will also be discussed during Dispatch Service training.
- Dispatch Service training will be designed for Community Shuttle bus customers and will extend

beyond standard training protocols. LSF Shuttle's staff will be trained to provide exemplary service to our passengers.

- LSF Shuttle will utilize a practical hands-on process with on-going monitoring philosophy that fosters an incremental and continued learning approach to the unique knowledge and skills required to be successful in this field.
- Safety and emergency procedures are outlined in the LSF Shuttle Employee Handbook (which is provided to all LSF Shuttle Applicants)
- All members of LSF Shuttle's Management Team will be trained and periodically re-tested in emergency procedures ranging from computer breakdown to hurricanes.

In addition to these driver pre-conditions for employment and basic curriculum, LSF Shuttle will employ and advertise its Workforce Development Program for all positions needed on Indeed, Career Builders, Zip Recruiter and other employment search engines in South Florida. LSF Shuttle's Plan will identify and select the most qualified employees in a standardized manner. Applicants will be able to begin the hiring process online or in person by registering and answering pre-screening organizational and job-specific qualifying questions.

## **Hiring Standards**

Automatic and manual updates to the applicant's status are made at each step in the hiring process, ensuring compliance with LSF Shuttle's hiring process. At minimum, all applicants must:

- Complete and sign an Employment Application
- Provide complete and verifiable employment history
- Pass a criminal background check based on standards established by federal, state, and Broward County law, as delineated above
- Possess a valid driver's license, including proper endorsements

Applicants for operator positions also must:

- Be at least twenty-five (25) years of age
- Proper driving experience, as delineated above
- Possess a high school diploma or GED
- Be a US citizen or provide proof of the right to work in the United States
- Be able to communicate in English, both orally and written
- Possess a valid Commercial Driver's License, Class B or above, with passenger endorsement, as well



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#### City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service – Bid 12439-815

as any other license required by applicable federal, state, and Broward County laws and regulations

- Pass a U.S. Department of Transportation physical examination
- Pass an FTA compliant Pre-Employment drug/ alcohol screen
- Attend Broward County Community Shuttle Bus Training Class

LSF Shuttle asks all applicants to thoroughly review the job description and physical demand schedule for the job in which he or she is applying. Applicants must be physically able to safely use each piece of equipment necessary to perform assigned duties with or without reasonable accommodation.

LSF Shuttle will review the existence of any violations or convictions and may deny employment based on a violation, conviction, or pattern of violations or convictions indicating a safety risk. An original Motor Vehicle Record must be obtained before the employment application is acted upon.

### **Pre-Employment Drug Testing**

All LSF Shuttle employee applicants must undergo a pre-employment drug test by an appointed physician or facility and receive clearance from prior DOT employers as a condition of employment. Applicants do not have advance notice of their scheduled drug test. If the drug test is cancelled for any reason, applicants must retake the test and receive a negative result prior to working in a safetysensitive position or entering a company vehicle. Applicants who have previously failed a drug or alcohol test in a safetysensitive position will not be considered for employment.

### **Training Programs**

LSF Shuttle believes that effective training is the foundation upon which safe, dependable vehicle operations are built. Well-trained and consistent operators who follow procedures in detail will ensure that buses operate on time and are dependable for our customers. As a leading provider of transportation services, LSF Shuttle locally leads the way with industry proven best practices and comprehensive training programs that improve employee performance and create safe and reliable vehicle services. In our proposal you will see that our training never ends.

### **Propane Vehicles**

LSF Shuttle and Transportation America have an enormous amount of experience with propane vehicles. For the past six (6) years we have been operating at least seventy-five (75) and up to two hundred and fifty (250) dedicated propane

buses for Broward County. In addition, our maintenance staff has installed over one hundred (100) retrofit propane kits for ICOM North America on New 2019 Broward County Ford Transit Buses. These ICOM Propane installs are very technical and are achieved by removing the spare tire assembly and installing a new propane tank and then installing propane filler doors in exterior and interior existing walls for the vehicles. Then we install fuel rail harnesses to each injector along with hoses and filters. Installing bifuel switches on the dash board of the vehicle allows the vehicles to switch from gas to propane. Clearly, the above installation shows that our staff has more experience and understanding of these propane systems than any of our competitors. We are currently expecting another sixty (60) Broward County Transit vehicles before the end of this year to install the ICOM Propane System that have already been delivered and awaiting the vehicle delivery. Currently, LSF Shuttle operates twenty-three (23) Broward County Ford F-550 buses that are identical to the two propane vehicles that are provided in the City of Fort Lauderdale RFP. Our future plan is to install propane tanks in our Lauderdale Lakes facility similar to the propane tanks that we currently have at our Fort Lauderdale Airport facility as shown below.



Our team understands that the continued success of the City of Fort Lauderdale's Community Shuttle Transit Service requires:

- **Safety** Every LSF Shuttle employee's #1 responsibility
- Reliability Passengers rely on timely, efficient service
- **Sensitivity** Awareness of the needs of each individual passenger
- **Flexibility** Meeting the changing needs of the passengers of City of Fort Lauderdale
- **Communication** Maintaining open lines of communication with both our staff, clients and passengers
- **Understanding** Development of best practices to operate on-time, safe, and a reliable Shuttle system



City	of Fort Lauderdale O	perations and	Maintenance of	Community	/ Shuttle	Transit Service -	Bid 12439-815

# **Corporate Resolution**

	-
LSF SI	HUTTLE
A TRANSPORTATION / CORPORATE RESOLUTION	America Company
Extracts from the Minutes of the March 4, 2014 Meeting of the Board of Dir Limousines of South Florida, Inc. (hereinafter referred to as "LSF").	ectors of
WHEREAS, the corporation wishes to participate in competitive procurement public co opportunities throughout the State of Florida; and,	ontracting
WHEREAS, to facilitate the preparation of bids and proposals in connection thereto, authorized representative may be appointed as having power to represent the corporation	, a single 1.
NOW THEREFORE, it has been resolved that LSF's Board of Directors hereby desig following representative, whose signature shall be duly binding for LSF, and the Boar expressly authorizes same to act as authorized representative for the purposes of subm requisite bids and/or proposals submitted on behalf of LSF:	d further
Mark Levitt, Vice President, LSF	
This resolution shall remain in effect until a written notice of modification from the of Directors is received by the public agency(ies) in receipt of bids and proposals su on behalf of LSF after March 4, 2014.	ne Board ubmitted
CERTIFICATION AND DECLARATION	
I, the undersigned, President of LSOF, attest and certify that:	
<ol> <li>The foregoing Resolution was adopted by the Board of Directors in compliance By-laws of the Corporation; and,</li> </ol>	with the
2. The foregoing Resolution is still in effect, and no provision not disclosed in writi	ng to the
public agency(ies) either restricts or limits it.	
Bay Gonzalez, President Witness	
Bay Goldalez, Preddent Witness	
NOTARY	
Sworn and subscribed to before me, a Notary Public, this <u>4th</u> day of March, 2014, by Ra Gonzalez, President of & CEO of Limousines of South Florida, Inc. (LSF) ("Affiant") who () personally known to me or () produced the following identification	is
Notary Public State of Florida George Lima My Commission EE 206529 Expires 09/07/2016 (Notary Public Seal)	
	2766 NW 62nd Street Miami, Florida 33147
	Tel305.265.3302 Fax305.265.3303



11/19/2020

City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service – Bid 12439-815

# Local Business Tax Receipt

				Pecaint	#-326-304	
Business Na	OBA: ame: LIMOUSIN	es of south :	FLORIDA INC	Business Typ	COURIER/TRAN COURIER/TRAN COURIER/TRAN	NSPORT/DLVRY/TOWI PION SVCS)
Business Loca	ame: MARK LEVI tion: 2000 N S FT LAUDE tone: 954-925-	TATE RD 7 RDALE	State/	usiness Opene County/Cert/Re Exemption Cod	g:MC45	
Roc	oms	Seats	Employees	Machines	Profes	sionals
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	Number of Machin			Vending Type		The second second
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3,30	0.00	0.00	0.00	0.00	36-30
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WHEN VALIDA	S A TAX RECEIP	non-regula and zonin the busin business	levied for the privileg atory in nature. You g requirements. This ess is sold, busines location. This receipt poliance with State or	must meet all Cour Business Tax Re ss name has cha does not indicate	nty and/or Municip ceipt must be tran nged or you hav hat the business	bality planning insferred when we moved the
Mailing Addres	ss:					
	OF SOUTH FL	ORIDA INC			#WWW-20-00003	
LIMOUSINES 2000 N STA LAUDERDALE	OF SOUTH FL TE RD 7				#WWW-20-0000 27/2020 3.30	
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2000 N STA	OF SOUTH FL TE RD 7		2020 - 20	Paid 10/		
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11/19/2020



## Passenger Motor Carrier Certificate of Transportation







## **ASE Certification**

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21-007



## **Resume – Vice President**

# Mark Levitt Lauderdale Lakes, Florida

#### Mark Levitt, Limousines of South Florida, Inc. and Transportation America

Mr. Mark Levitt has over 35 years of specific management and operations in public ground transportation services. He was the founder and past President of Limousines of South Florida, Inc. which continues today to operate over 30 municipal contracts in Miami-Dade, Broward and Palm Beach Counties. His management skills and leadership along with his experience and impressive background makes any transportation service run smoothly and efficiently.

#### Additionally, he was a **Member of Two (2) Super Bowl Transportation Committees and the Florida Breeders Cup Transportation Committee.**

#### Experience

- **2013 Present:** Vice President, Limousines of South Florida, Inc., operating over 30 municipal contracts, 250 plus vehicles
- 2015 Present: Vice President, Transportation America, operating 102 Paratransit Vehicles
- 2010 2013: Consultant for Limousines of South Florida, Inc./Keolis Transit America
- 1984 2008: President and owner of Limousines of South Florida, Inc.
- 1993 2012: President and owner of Southern Shuttle Services, Inc. dba SuperShuttle

#### **Professional Affiliations**

Founding Member of the Florida Limousine Association

Former Member of the National Limousine Association

Former Member of Airport Ground Transportation Association (AGTA)

Member of Broward County MPO – Transportation Disadvantaged Local Coordinating Board



City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service - Bid 12439-815

## Resume – General Manager

# **David Fernandez** Lauderdale Lakes, Florida

#### David Fernandez, Limousines of South Florida, Inc.

Mr. Fernandez has over 7 years of experience in the Transportation industry starting as a Dispatcher and working up to General Manager. Employed by Limousines of South Florida since 2013.

### Experience

2020 – Present: General Manager, Limousines of South Florida, Inc.

Responsibilities include but not limited to: Overseeing all operational employees. Hiring and training of new operators and dispatchers. Scheduling and coordinating weekly schedules for operators. Attending periodic municipal meetings with cities/clients to address operational updates. Generating monthly billing reports recording daily passenger counts and vehicle mileage. Maintaining operator license and DOT expiration dates. Working with Broward County Transit in scheduling operator trainings and route adjustments. Report to Vice President

2014 – 2019: Operations Manager, Limousines of South Florida, Inc.

Responsibilities include but not limited to: Ensuring drivers are prompt and equipped to operate daily scheduled routes. Basic minimal mechanical work in the event that a transit vehicle required it. Scheduling and coordinating weekly schedules for operators. Attending periodic municipal meetings with cities/clients to address operational updates. Generating monthly billing reports recording daily passenger counts and vehicle mileage. Report to General Manager.

2013 – 2014: Dispatcher, Limousines of South Florida, Inc.

Responsibilities include but not limited to: Ensuring drivers are prompt and equipped to operate daily scheduled routes. Customer serviced based phone calls ranging from passengers, drivers, route inquires, and cities/clients. End of the month filing of individual passenger count logs per route. Report to Operation's Manager.





# 4.2.4 Description of the Proposed Facility and Equipment







City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service Bid 12439-815



## 4.2.4 DESCRIPTION OF THE PROPOSED FACILITY AND EQUIPMENT

## Facility

Limousines of South Florida's facility is located at 2000 North State Road 7, Lauderdale Lakes, Florida 33313. The City of Fort Lauderdale's vehicles will be housed at this location. This location is secured by a six foot fence and currently we have fifty-four (54) security cameras at this location.

Our facility has dispatch offices, training facility, on-site IT department, and a complete maintenance department with thirteen (13) full size bays equipped with twelve (12) lifts, two paint booths and a full tire shop equipped with tire machines and high speed balancers











City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service – Bid 12439-815



12















Our future plans at this Lauderdale Lakes facility is to install a fuel island to accommodate both gas and diesel vehicles. Propane tanks will also be installed on property. Additionally, our plans include a full bus wash to replace our current wash bays.







# 4.2.5 History of Performing Safe Transit Operations





Operations and Maintenance of Community Shuttle Transit Service Bid 12439-815



## 4.2.5 HISTORY OF PERFORMING SAFE TRANSIT OPERATIONS

LSF Shuttle operates a county-wide network of local and community shuttles in Broward County. Fixed Route bus service is referred to as Fixed Route Service, which includes Community Shuttle Services contracted with individual cities within Broward County and Broward County Contracted Routes (RT 15-23-56). This report provides an update on key performance indicators for LSF Shuttle's Fixed Route service focusing on areas such as safety, courtesy and reliability.

**City of Fort Lauderdale** 

Recordable Vehicle Accidents per 100,000 Miles – These accidents are incidents concerning physical contact between vehicles used in fixed route service and other vehicles, objects or pedestrian where an operator failed to do everything reasonable to prevent the accident.

LSF Shuttle's accidents per 100,000 miles is less than1% which is less than the industry standard.

**LSF Shuttle's customer complaints per 1,000 boarding is approximately 4.2 per thousand** boardings, which is less than the industry standards of six (6) complaints per 1,000 customer boardings on Fixed Route Service.

#### Performance Dashboard

LSF Shuttle understands that the City of Fort Lauderdale is requesting that we provide and maintain a Performance Dashboard. LSF Shuttle is committed in working with the City of Fort Lauderdale in developing the performance measures that they would like to include in this dashboard. There has not been any uniformity in conducting transit performance evaluations among transit agencies. Each agency, depending on their capabilities and needs, adopts different methodologies in the collection, measurement, analysis and assessment of transit performance data. Performance in general terms refers to any evaluation of comparison measures. A performance measure can be considered as a quantitative or qualitative characterization of performance. A performance indicator is more a goal and to monitor performance. Some of the performance measures that we would suggest is cost effectiveness or cost per passenger trip, service utilization/effectiveness or passenger trips per mile, vehicle utilization/efficiency or miles per vehicle, service quality including safety and miles between accidents.

We understand that the City of Fort Lauderdale is requesting Performance Measures such as Timely Performance, Service Failure/Disruptions, Compliance with Contract Requirements, On-Time Performance (OTP), accidents per 100,000 miles, Average Revenue Miles between Accidents and Average Revenue Miles between Road Calls, Complaints and Appearance. Many of these items are easily tracked and are being tracked by the new reporting requirements in the Broward County Transit (BCT) System Performance Measures that became effective in the month of October, 2020.

Currently, with this new BCT Performance Reporting the following is now being tracked. Mileage, Fatalities, Major Injuries, Safety Events and System Reliability. Therefore we would suggest to meet with the City of Fort Lauderdale Transportation Staff to determine what other measures or data would be requested in addition to the items currently being tracked for BCT. See Safety Performance Summary below.

						SAFETY PERFORMANCE MEASURES REPORTING SUMMARY								
Miles	Miles	FATALITIES		MAJOR INJURIES		SAFETY EVENTS					SYSTEM RELIABIL	lity		
	enue		ies ) lles		es ) lles	ents	န္ န္ က SAFETY EVENTS				MECHANICAL FAILU	JRES		
Monthly Revenue (All Vehicles)	Monthly Reve (All Vehicles)	Total	Total Fatalities per 100,000 Revenue Miles	Total	Major Injuries per 100,000 Revenue Miles	Total Accidents	Total Accidents	Total Occurrences	Total	Safety Event per 100,000 Revenue Miles	Total	Failures per Revenue Miles	Total Mechanical Failures per 100,000 Revenue Miles	Average Revenue Miles per Failures/Mean Distance Between Failures (MDBF)
4,621	5,183	0		0		0	0	0	0		0			



CAM #21-9876 Exhi**shuttle** Page 25 of 124 p. 25



City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service - Bid 12439-815

### Safety and Training Manager

Jorge Romero is our Safety and Training Manager who is responsible for the oversight of our safety program. He provides safety and health, accident prevention and investigation training for our supervisors and operators. He also assists management in Annual Inspections and investigation of accidents along with developing measures to prevent recurrences. He also reviews all of the accidents and oversees the accident investigators. Additionally, he provides operator classroom training. Mr. Romero has been with our company since 2015 and was previously a Road Supervisor and Accident Investigator. Prior to 2015, Mr. Romero was a City of Hialeah Gardens Police Officer from 1995 to 2015. Mr. Romero reports directly to Mr. Levitt, Vice President of LSF Shuttle, and is overseen by Raul Alvarez, our Safety and Compliance Officer. Mr Alvarez has over forty years' experience in the ground transportation industry and has completed training at the National Transit Institute, National Safety Council, Florida Department of Transportation, US Department of Transportation, Federal Transit Administration and is also a licensed Private Investigator in the State of Florida. LSF Shuttle has a unique situation to have these two experience and skilled professionals overseeing our safety departments policies and procedures along with providing our on-site training.





# 4.2.6 Industry Awards and/ or Certifications





City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service Bid 12439-815



## 4.2.6 INDUSTRY AWARDS AND/OR CERTIFICATIONS

N/A





# 4.2.7 Description of the Proposed Financial, Management, and Technical Resources





City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service Bid 12439-815



## 4.2.7 DESCRIPTION OF THE PROPOSED FINANCIAL, MANAGEMENT, AND TECHNICAL RESOURCES





Tab 4.2.7 – Description of the Proposed Financial, Management, and Technical Resources



#### LIMOUSINES OF SOUTH FLORIDA, INC. AUDITED FINANCIAL STATEMENTS DECEMBER 31, 2019

#### TABLE OF CONTENTS

#### PAGE NO.

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT	1
FINANCIAL STATEMENTS	
Balance Sheet	2
Statement of Operations and Retained Earnings	3
Statement of Cash Flows	4
Notes to Financial Statements	5-8





Agreda & Co., C.P.A.

**CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS** 

8900 Coral Way, Suite 102 · Miami, FL 33165 Tel.: (305)661-4441 · Fax (305)661-9994 E-mail: yagreda@agredacpa.com

#### Report of Independent Certified Public Accountant

To the Board of Directors Limousines of South Florida, Inc.

We have audited the accompanying financial statements of Limousines of South Florida, Inc. as of December 31, 2019, which comprise of the balance sheet as of December 31, 2019, and the operations and retained earnings, and cash flows for the year then ended and the related notes to the financial statements.

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these combined consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express an opinion on these combined consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined consolidated financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Limousines of South Florida, Inc., as of December 31, 2019, and the results of their operations and their cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Aqueda & Co., C.P.A.

Miami, Florida July 28, 2020

1





#### Limousines of South Florida, Inc. Balance Sheet December 31, 2019

Assets		
Current assets		
Cash	\$	622,052
Accounts receivable, net		3,648,468
Note receivable		1,700,000
Other receivables		167,571
Loans to related parties, net		8,676,228
Loans to Shareholders	_	2,428
Total current assets		14,816,747
Land, building, and depreciable assets, net		14,508,436
	\$ _	29,325,183
Liabilities and Stockholder's Equity Current liabilities		
Accounts payable and accrued expenses	\$	1,884,250
Line of credit	+	1,700,000
Current portion of notes payable		1,503,886
Security deposits held		5,300
Total current liabilities	-	5,093,436
Long term liabilities		
Long term portion of notes payable		10,110,539
Total long term liabilities	_	10,110,539
Total liabilities		15,203,975
Stockholder's equity		
Common stock - \$1.00 par value, 1,000 shares		
Authorized, 300 issued and outstanding		300
Additional paid in capital		2,880,641
Retained earnings		11,240,267
Total stockholder's equity		14,121,208
	\$	29,325,183

Read notes to financial statements

2

Tab 4.2.7 – Description of the Proposed Financial, Management, and Technical Resources





#### Limousines of South Florida, Inc. Statement of Operations and Retained Earnings Year Ended December 31, 2019

Fixed Route Income	\$ 42,730,502
Total Income	 42,730,502
Cost of Sales	27,600,221
Gross Profit	 15,130,281
Operating Expenses	
Insurance	3,665,754
Depreciation	1,866,607
Repairs and maintenance	1,118,347
Office	441,171
Utilities	344,568
Legal and professional fees	288,766
Licenses and permits	204,730
Property taxes	149,354
Performance bond fees	117,317
Employment verification	94,699
Training and education	54,484
Advertising	40,994
Rent	39,750
Other	32,261
Charitable contributions	6,480
Bank charges	3,525
Total Operating Expenses	 8,468,807
Operating Income	6,661,474
Other Income (Expense)	
Interest expense and loan costs	(411,714)
Total Other Income (Expense)	(411,714)
Net Income	6,249,760
Retained Earnings, Beginning of Year	7,331,986
Distributions	 (2,341,480)
Retained Earnings, End of Year	\$ 11,240,267

Read notes to financial statements

3

Tab 4.2.7 – Description of the Proposed Financial, Management, and Technical Resources





#### Limousines of South Florida, Inc. Statement of Cash Flows Year Ended December 31, 2019

Cash flows from operating activities Net Income Adjustments to reconcile net income to net cash	\$	6,249,760
Provided by operating activities: Depreciation Increase in accounts receivable Net increase in deposits and other assets Decrease in accounts payable and accrued expenses		1,866,607 (293,526) (70,172) (48,109)
Net cash provided by operating activities		7,704,560
Cash flows from investing activities: Purchases of land and building, vehicles, vehicle equipment, Office furniture and office equipment Net cash (used) by Investing activities	-	(7,074,040)
Cash flows from financing activities: Note receivable issued to affiliated party Net increase of loans to related parties Proceeds from line of credit Proceeds from note payable Pay down of notes payable Distributions		(1,700,000) (2,038,911) 1,700,000 5,000,000 (1,394,878) (2,341,479)
Net cash (used) by financing activities	_	(775,268)
Net decrease in cash		(144,748)
Cash, beginning of year	-	766,800
Cash, end of year	\$	622,052
Supplemental disclosure		
Interest paid	\$	411,714

Read notes to financial statements

4





#### City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service – Bid 12439-815



Tab 4.2.7 - Description of the Proposed Financial, Management, and Technical Resources


Limousines of South Florida, Inc. Notes to Financial Statements December 31, 2019

#### Note 4 - Loans to Related Parties, Net

The Company lends and obtains loans from related parties, which share common ownership. The loans are non-interest bearing and have no set repayment date.

#### Note 5 - Land, Building and Depreciable Assets, Net

Land and building	\$ 8,542,199
Vehicle and machinery	14,184,716
Office furniture and equipment	83,121
	22,810,036
Less - accumulated depreciation	 8,301,600
	\$ 14,508,436

#### Note 6 - Line of Credit

The Company entered into a \$2,500,000 credit facility with a major bank, to finance the operations of the company. Interest is payable monthly at the per annum rate equal to the 30-day LIBOR Rate plus two hundred seventy-five (275) basis points. The interest rate on this line of credit was 4.53% at December 31, 2019. The amount outstanding at December 31, 2019 was \$1,700,000. The line of credit matures on January of 2021.

#### Note 7 – Notes Payable

The Company financed the purchase of land and building, with a major bank on April of 2015 for the amount of \$1,462,000. The note bears interest at a fixed rate of 3.75% per annum. The outstanding balance at December 31, 2019 was \$1,286,113. The monthly principal and interest payments are \$7,519 with a balloon payment of approximately \$1,034,000 due at maturity. Management is in the process of extending the note for an additional 5 years with the same terms. The renewed maturity date will be April of 2025.

The Company had a \$3,000,000 line of credit from a major bank to purchase vehicles, from October 2014 to October 2015. In October 2015, \$2,837,468 was outstanding and was converted to a 5 year fully amortizable note with monthly payments of \$51,479 which includes interest at 3.39%. The outstanding balance at December 31, 2019 was \$496,996. The maturity date of the note is October of 2020.

The Company had a \$3,000,000 non-revolving credit facility, with a major bank, to finance the acquisition of transportation vehicles from July 2016 to July 2017. In July 2017, \$2,639,308 was outstanding and was converted to a five year note, amortized over a seven year period, with fixed monthly payments of \$36,564 and a balloon payment due at the end of the fifth year, July 2022. The interest rate is fixed at 4.40% during the five year period. The amount outstanding at December 31, 2019 was \$1,826,884. The Loan is guaranteed by a related party, Super Nice STS, Inc. (STS), the shareholders of STS and collateralized by the transportation vehicles purchased and all other assets of LOSF.

Tab 4.2.7 - Description of the Proposed Financial, Management, and Technical Resources



Limousines of South Florida, Inc. Notes to Financial Statements December 31, 2019
Note 7 – Notes Payable (Cont.)
The Company had a \$4,000,000 non-revolving credit facility, with a major bank, to finance the acquisition of transportation vehicles in July 2017. In July 2018, \$3,631,153 was outstanding and converted to a five year note, amortized over a seven year period with fixed monthly payments of \$51,544. The note matures at the end of the fifth year, July 2023. The interest rate is fixed at 5.13% during the five year period. The amount outstanding at December 31, 2019 was \$3,007,828. The Loan is guaranteed by a related party, Super Nice STS, Inc. (STS), the shareholders of STS and collateralized by the transportation vehicles purchased and all other assets of LOSF.
The Company financed the purchase of land and building, with a major bank on October of 2019 for the amount of \$5,000,000. The note bears interest at a rate of 4.03% per annum. The outstanding balance at December 31, 2019 was \$4,996,603. The monthly principal and interest payments of \$26,491 are paid monthly with a balloon payment of approximately \$3,587,000 due at maturity. The maturity date of the note is September of 2029.
The future yearly principal payments for the notes are as follows:
For the year ended December 31, 2020       \$ 1,503,886         For the year ended December 31, 2021       1,054,810         For the year ended December 31, 2022       1,781,138         For the year ended December 31, 2023       1,679,881         For the year ended December 31, 2024 and after       \$ 11,614,425
Note 8 – Related Party Transactions
The company pays for automobile repairs to an automobile repair service company owned by a related party. The total amount of automobile expense paid during 2019 to the related party was \$680,025.
Note 9 – Major Customer
No customer accounted for greater than ten percent of gross sales. No customer accounted for greater than ten percent of the accounts receivable balance at December 31, 2019.
Note 10 – Subsequent Event and Commitments and Contingencies
There are no material subsequent events as of the date of this report.
The Company is co-guarantor on an \$8,000,000 line of credit on behalf of the shareholders. The amount outstanding at December 31, 2019 was \$7,000,000.
7

Tab 4.2.7 – Description of the Proposed Financial, Management, and Technical Resources

#### Limousines of South Florida, Inc. Notes to Financial Statements December 31, 2019

#### Note 10 - Subsequent Event and Commitments and Contingencies (Cont.)

The Company is co-guarantor on a \$2,240,000 loan of a related entity that is owned by the same shareholders. This loan was used to finance the purchase of real estate. The amount outstanding at December 31, 2019 was \$2,106,304.

The Company is co-guarantor on a \$24,940,000 loan of a related entity that is owned by the same shareholders. This loan was used to finance the purchase of real estate. The amount outstanding at December 31, 2019 was unchanged.

Tab 4.2.7 – Description of the Proposed Financial, Management, and Technical Resources



City of Fort Lauderdale

City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service – Bid 12439-815

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Tab 4.2.7 – Description of the Proposed Financial, Management, and Technical Resources

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City of Fort Lauderdale

City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service – Bid 12439-815

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Tab 4.2.7 – Description of the Proposed Financial, Management, and Technical Resources





Details of our Management Plan and Technical Resources can be found in Tab 4.2.8 Approach to Scope of Work.

# **4.2.8 Approach to Scope of Work**







#### 4.2.8 APPROACH TO SCOPE OF WORK

#### **Management Plan**

A major component of the success of our operations is our leadership and their combined years of experience. Our management team offers innovation, dedication and commitment to the successful operation of all our services.

## Detailed Background and Experience of Personnel

The following LSF Shuttle Staff will be assigned to the overall operation for the City of Fort Lauderdale Operation and Maintenance of Community Shuttle Transit Service (Resumes provided in Tab 4.2.3 Experience and Qualifications):

- 1. Mark Levitt Vice President
- 2. David Fernandez Gen. Manager, LSF Broward Facility

#### Mark Levitt: Vice President

Mr. Levitt has been involved in LSF Shuttle and the original startup of the City of Fort Lauderdale's Community Shuttle Transit Service. Mr. Levitt is involved in the operations and oversees and ensures the quality of service provided to all of LSF Shuttle's clients. As you know, Mr. Levitt is copied on all of the communications with the City, and the General Manager reports to Mr. Levitt on a daily basis.

#### David Fernandez: General Manager – LSF Shuttle Broward Facility

Mr. Fernandez has been involved in the management and operations of many of our contracts for several years. He was the general manager of our Pompano Facility for LSF Shuttle for the past five years. He has the ability to handle labor relations and oversee the operations of our municipal contracts while ensuring that our maintenance program and overall quality control standards along with operator performance standards are strictly adhered to.

#### **Dispatchers**

The City of Fort Lauderdale's Community Shuttle Transit service dispatchers communicate with the operators and the maintenance staff (to ensure vehicle availability), and assign all available and ready vehicles to the proper operators and routes.

During Operator check-in, dispatchers will ensure all operators have the needed tools (time piece, current driver license, uniform, etc.). There will always be a sufficient number of stand-by operators to cover runs due to call-offs, improper uniforms, lack of credentials, etc.

#### **Road Supervisor**

Road Supervisors are essential to daily quality control. Road Supervisors are in constant contact with dispatch to ensure that service performance is maintained throughout the day. This continuous on-road supervision is a critical component to LSF Shuttle's high quality of service that is provided to the City of Fort Lauderdale.

LSF Shuttle has always, and will always, have a supervisor available to oversee and monitor all operator activities, as well as to handle any emergency situations that may arise. In the event that the assigned supervisor is not available due to a day off or vacation, LSF Shuttle has other supervisors or managers always available. LSF Shuttle provides supervisor vehicles to ensure adequate daily supervision and responsiveness.

Supervisors inspect vehicles and ready-to-deploy fleet so that any service disruptions will result in an immediate availability of a dispatched vehicle. Road Supervisors are in constant contact with dispatch to ensure that service performance is maintained throughout the day. This continuous on-road supervision is a critical component to daily service delivery.

Supervisors spend no less than 70 percent of their time performing assigned field duties. Additionally, supervisors are specifically tasked to perform assigned operator work schedule/system timetable adherence checks and operator performance evaluations. In addition, Supervisors respond to incidents/accidents, service delays and customer service concerns, as directed by operations control staff. Supervisors document all disciplinary contact with system operators, including verbal warnings, as well as complaintoriented contact with system passengers. These reports are submitted directly to the general manager each day upon shift completion.

#### **Road Supervisor and Dispatchers**

These positions are the front line support for the operators. They are charged with safe, efficient and on-time delivery of services. By design, these positions are required to hold valid commercial driver's licenses because these supervisors are expected to be able to perform all the duties associated with the service, including passenger vehicle operation, and are available to do so if required.

Dedicated Road Supervisors provide the oversight necessary to ensure operators are performing at their best when they are in revenue service for our customers. Road Supervisors perform the critical task of annual operator





evaluations that include safety, defensive driving, and customer service evaluations. In addition, they maintain relations with agencies, staff, and riders, as well as and providing the backup support to ensure service quality throughout revenue service.

#### **Dispatch Operations**

The Dispatch office hours of operation will be from 5:00 am – midnight. General Dispatching responsibilities include:

- Monitoring vehicle operator's performance, regarding passenger pick-ups, drop-offs and route adherence
- Tracking passenger counts as reported by vehicle operators
- Notifying the appropriate agencies and management of any traffic accidents, incidents or breakdowns in which any operator or vehicle is involved

#### **Dispatch and Inspections**

All pre-trip maintenance deficiencies are documented on the Daily Vehicle Inspection Report (DVIR), and turned into the Maintenance Department. Dispatch coordinates with the Maintenance Manager in the event of any mechanical failures on the road or an accident that may result in towing, if necessary. The Maintenance Manager plays a key role in communications with Dispatch to keep them apprised of any problems with vehicles that may cause them to adjust runs accordingly.

#### **Dispatch Log Review**

In a process similar to the manifest review, our service performance is monitored by local and senior management through review and documentation of the daily dispatch logs. In addition to recording routine service activity such as vehicle operator start times, employee schedule adherence, attendance, and other routine service data, the dispatch log records service events and significant occurrences that happen during the service day. After completion by the window and service dispatchers at the conclusion of each service day, the dispatch logs are reviewed the following morning by the General Manager. Significant events and a complete summary are reported to the General Manager on a daily basis. These reports provide the critical information for our staff to take immediate action to improve service.

#### **On-Time Performance**

The first step to ensuring on-time performance (OTP) is the proper concentration of supervisors in areas where service tends to be delayed or disrupted. Then, back-up vehicles and operators are staged. Operations are recorded each day using an internally developed report. This report includes an individual summarized accounting of daily service delays and disruptions, by route and sector, providing management and control staff with the ability to prepare and effectively plan for short and long term issues that affect timely service delivery.

OTP monitoring and reporting by supervisors is assigned in a manner that appropriately samples stop locations based on operational trends and customer feedback. Congestion and detours will be evaluated on a daily and periodic basis using our internal reporting platform. This will allow us to make targeted and timely recommendations to the agency for temporary and permanent service adjustments. Disruption reports on vehicle breakdowns and other issues are generated by our proprietary dispatch software, TA Scheduler, and sent directly via email to the city that has a disruption in the vehicle operations notifying the city of any disruption in service. When the vehicle is back on-line, another report is generated and sent to the appropriate city notifying them that the route is back in service. This information is then stored in our system.

#### **Communications System**

LSF Shuttle currently operates a radio-based communication systems for its various service operations. For the City of Fort Lauderdale, we utilize a two-way radio system in every vehicle. Currently,



we are operating over 100 shuttle buses in our Broward location, and it is our commitment to continue to provide this added service to all cities where we provide service. We have made a commitment to provide the highest level of service to communities that we service and the additional cost of a direct two-way radio system clearly has advantages.

LSF Shuttle has found that formal procedures for effective communications system use are mandatory. LSF Shuttle uses standard protocols for radio systems, a standard operating procedure designed to shorten communication times and improve response in disaster or emergency operation. Our operators are instructed on proper communications technique, including use of run and/or vehicle numbers to identify themselves, clearing and acknowledging each transmission, use of modulated, clipped tones and maintaining message brevity. Procedures governing the use of the communications system are strictly enforced.



#### **Operator Staffing**

Even with the newest vehicles and friendliest dispatchers, the customer isn't satisfied unless their service is provided by a safe, trustworthy, professional and courteous operator. LSF Shuttle has invested, and continues to invest, great time and resources to ensure that each and every operator meets or exceeds our standards of excellence.

Within the passenger transportation industry, LSF Shuttle has positioned itself as the "Employer of Choice." Our attention to employee welfare and our valuing of the contribution of our employees to our overall success are just two of the many ways that ensure we attract the best employees. In this section of the proposal, we describe the various programs used by LSF Shuttle to maintain a stable, effective, and high quality workforce to provide our customers with the best transit services possible.

#### **Minimum Vehicle Operator Qualifications**

Equally important to attracting a qualified pool of applicants is making the right hiring decision. Sound decisions rely on well-defined description of job duties, acceptable hiring standards, selection criteria that identify the best, and a strict adherence to the process which makes it all work. Our screening process starts with the basic hiring standards:

- An accurate and valid application
- Minimum, five years of driving experience
- Minimum, 50,000 miles driving experience in the US
- Minimum, 25 years of age
- Successfully pass a U.S. Department of Transportation physical examination
- Successfully pass a drug and alcohol screen
- Have the ability to obtain the special permits and endorsements
- Possess a Commercial Driver's License
- Have sufficient command of the English language
- 7 Year Motor Vehicle Record History (MVR)
- No record of DUI or DWI
- No felony, narcotics, drug/alcohol, moral turpitude convictions
- No conviction of reckless driving or speed contest
- Background check: satisfactory appraisal from prior employers, at a minimum, or verifiable references from past three employers, or last five years of employment

All LSF Shuttle new hire employees must pass a Pre-Employment Drug Test. Employee Background Checks are also performed to verify candidates criminal backgrounds to protect our company, employees and our customers. In addition, Motor Vehicle Records are obtained on all drivers twice a year. LSF Shuttle also confirms the employment eligibility of all new hires where we protect jobs for authorized workers to maintain a legal workforce by performing **E-Verification with the U.S. Department of Homeland Security and the Social Security Administration** to confirm eligibility.

#### **Ongoing Monitoring of Credentials**

Prior to hiring, all employees are required to undergo a nationwide criminal background check and provide a current motor vehicle record report which documents at least seven years of driving history. LSF Shuttle follows up on all findings documented in these reports, and documents corrective action and hiring decisions in employee files as appropriate.

However, even the most stringent of pre-employment screening measures will be ineffective without ongoing monitoring and updates. LSF Shuttle performs both background checks and motor vehicle record reports annually for all current employees. In addition, we track operator credentials through routine standard reporting practices, and verify all operator credentials through our window dispatch process, including operator possession of the appropriate commercial driver's license, current medical certificate, and other credentials, as required.

#### **Training Programs**

LSF Shuttle has implemented a training program designed to provide comprehensive and thorough training for all of our operators and operations staff. The program uses classic classroom training, as well as hands on practical experience, and takes advantage of current technology to maintain the interest of trainees by using audio/visual aids, DVDs, online resources, role-playing, workbooks, oral and written testing, and self-paced learning. Training is conducted by qualified and certified trainers, as well as senior staff and management. The Standard Operator Training Program (SOTP) allows for custom elements and modification to meet the needs of our individual operating contracts.

LSF Shuttle's SOTP is a minimum of 40 hours in length, including 20 hours of classroom learning and at least 20 hours of behind-the-wheel learning. Additional program elements provide additional training hours. However, effective training is not judged only by hours spent in class, but rather the content of the program itself.

To ensure the highest quality SOTP, LSF Shuttle has utilized several respected industry resources to build our



program, including the U.S. Department of Transportation, Transportation Safety Institute and Community Transportation Association Passenger Service.

#### **Training Program Overview**

The Operator Education Program begins with classroom training before moving to behind-the-wheel training, additional certification training, and continuous training. Classroom instruction is dynamic and efficiently paced. The daily schedule includes multiple topic changes in order to maintain the interest of trainees. For an interesting classroom experience, our program includes video, graphics, workbook reading and exercises, demonstrations, group and individual exercises, and role playing with multiple opportunities for trainee participation.

#### **Customer Service Training**

The core message of the LSF Shuttle Customer Care Program is satisfaction judged solely by the passenger. When approaching any event or situation, our operators and staff can have a positive, neutral, or negative impact on how that event or situation is perceived by our passengers. Our Customer Care Program goal is to make every customer interaction a positive one.

We deliver this core message in a way that empowers our operators and staff to be proactive; to take the best action to resolve issues quickly; and to communicate empathy and understanding with passengers. These skills are taught to each operator as they learn to identify and use various communication techniques, and how to best communicate effectively with the public. The program addresses basic guidelines of quality customer service in a transit setting, and our standards of what it means to be a professional operator.

Based on industry leading customer service training programs, LSF Shuttle provides detailed instruction to help operators understand the part they play in providing and promoting a positive passenger experience. Materials help operators overcome common negative mindsets that can make the job unnecessarily difficult. The program teaches operators:

- How and why to make customers feel welcome
- Keeping it Positive Non-Verbal Communication
- Understanding and following rules, policies and guidelines
- How to make good decisions about exceptions
- Establishing professional boundaries with customers
- Conflict Avoidance Letting it Go

- How and when to call for assistance
- How to manage schedules and time pressures
- Mature and positive communication with co-workers and management
- Communicating with customers during emergencies and other difficult situations

#### **Total Quality Management**

To meet the broad challenges to improve the quality of our service and to increase customer and employee satisfaction, reduce costs and improve productivity, LSF Shuttle has introduced innovative **"Total Quality Management" (TQM)**. This philosophy focuses on customer satisfaction and improves organizational performance. We strive to systematically energize, manage, coordinate and improve all activities in the interest of our customers. This philosophy can be defined, measured and achieved but it requires that quality is built into all work process and must be understood by all employees. Everyone is responsible for TQM, especially senior management: all employees are involved in solving problems and improving performance. There are seven (7) fundamental principles that provide guidance for TQM in the Public Transportation Industry.

- Putting the Customer First is the basis for all quality management. We have adopted the belief that service and quality should meet, if not exceed the customers' expectations.
- Manage and Improve Processes by improving operations and how work activities are performed, we can raise the quality of service and increase productivity with efficiencies and eliminate waste.
- Manage by Fact is a management philosophy that requires the use of facts and data. If you can't measure it, you can't manage it. If you can't manage it, you can't improve it.
- Cultivating Organizational Learning by solving problems, changing procedures to meet customers' changing needs. Understanding the importance of satisfying customers and designing processes all require learning "better ways".
- Train, Empower, and Recognize Employees to identify and solve problems that cause customer dissatisfaction. Empower employees to take actions to satisfy customers and recognize employees for their efforts.
- Improve Labor-Management Teamwork by working together to improve performance and satisfy customers.





• Lead the Change in Organizational Culture by being committed to sustain a long term effort to improve performance and provide increased opportunity for everyone to satisfy customers.

LSF Shuttle realizes the implementation of this program must be from the top down with active participation. Every employee needs to be trained and involved.

LSF Shuttle's Customer Service and Quality Assurance Program is based on information gathered and tracked in our electronic customer complaint program that allows us to track issue by operators, vehicles, dates and times. LSF Shuttle takes customer service very seriously, and has procedures in place to ensure a positive experience for our riders.

All customer complaints are promptly investigated and followed up by our General Manager. Each complaint is entered into our Customer Feedback database to permit monitoring of customer comments, and to detect any trends in customer comments related to overall service or a particular operator. LSF Shuttle's policy is for all complaints to be investigated and a preliminary response communicated to the individual making the complaint within 24 hours. This also includes response to the City staff as well. The investigation and follow-up will result in resolving the customer's complaint.

LSF Shuttle's General Manager will be responsible for our Customer Service quality control program. As a critical component of both our Quality Assurance and Customer Service Programs, LSF Shuttle places great importance on feedback from our riders. All customer complaints, no matter the type, receive top priority and a full investigation from our operations staff. Responses to customer comments are communicated with our passengers in a timely manner and in compliance with any existing policies and procedures. All comments are tracked and recorded on an ongoing basis. Our Management Staff will monitor comment trends in a continuous improvement effort to identify frequent or common occurrences, and take appropriate action to address the root cause of those incidents.

A key element of our Customer Service Policy includes recognition of operators and staff who provide superior customer service. We use an operator incentive program which recognizes those operators with outstanding driving records, positive customer comments, and exemplary conduct.

Additionally, each time an operator is complimented, they will receive recognition and rewards. These rewards will be in the additional compensation given in the form of gift cards. Compliments include positive customer comments received through one of our formal customer feedback methods, verbal reports from supervisors or managers, positive comments from the City staff, and operators that are "caught" doing the right thing by our staff. This recognition method is our way of improving morale and increasing motivation in all our staff to provide the best customer service we can to our customers.

#### **ADA/Passenger Sensitivity Training**

LSF Shuttle understand the importance of treating all passengers with respect and understanding. In particular, we emphasize providing high quality service for seniors and passengers with disabilities. Providing excellent service to passengers with disabilities is not complicated. However, many people have limited experience and may have fears or misconceptions about people with disabilities, making a strong ADA and passenger assistance training program essential for our staff.

The passenger sensitivity course includes a variety of hands on experiences for our operators. Extensive roleplaying and participatory experiences are used to give every operator a chance to "feel" and develop empathy for our riders. Operators have opportunities to board the vehicle using a variety of mobility devices, including a wheelchair (complete with lift boarding, securement, and lift de-boarding), walker, cane, and using a white cane while experiencing visual impairment.

The course also includes special guest instructors from the local disability community, advocacy, or training organizations. Our community involvement provides extensive opportunities for participation of local social service organizations, and helps build connections to the rider populations we serve and keep our training fresh and current.

The passenger sensitivity course materials also include role-playing exercises and video presentations. The main emphasis of our program is that riders are people first, and they are the best source for finding out what assistance they want or need.

#### Topics covered during this course include:

- Americans with Disabilities Act (ADA)
- Visual Impairments
- Mental Impairments
- Hearing Impairments
- Communication Impairments
- Mobility Impairments
- Developmental Impairments





#### **ADA Compliance**

LSF Shuttle will continue to ensure that all of its employees will operate in strict compliance with any and all requirements for those with disabilities. All operators receive training on how to utilize fully ADA-compliant vehicles and passenger sensitivity training.

#### **Securement Training**

During Behind-the-Wheel training, LSF Shuttle provides thorough hands-on experience with securing mobility devices for every operator. Demonstrations and hands-on practice conform with the companies recommendations and meet all ADA requirements. During securement training, critical attention is paid to ensure that each mobility device is properly secured, and to make sure the customer enjoys a safe ride. The focus of this training is to secure the mobility device at strength positions; the operator will never attach securement straps to spokes or other loose components. Equally important is making sure shoulder belts and lap restraint are also properly used for every passenger.

We teach the following securement procedures:

- The vehicle must be parked at the curb
- The vehicle transmission in park
- The vehicle parking brake engaged
- The vehicle interlock operational
- The operator deploys the lift according to specific lift procedures
- The operator assists the passenger in boarding the lift
- Passengers ride the lift facing away from the vehicle
- The operator ensures mobility device brakes are engaged
- The operator ensures the passenger lap belt is secured
- The operator ensures the lift safety strap and barrier are engaged
- The operator communicates to the passenger that lift operation will begin
- The operator raises the lift to its complete up position
- The operator allows the passenger to maneuver into position in the vehicle, assisting as necessary
- The operator requests permission to secure the mobility device
- The operator secures the mobility device at strength positions

Tab 4.2.8 – Approach to Scope of Work



- The operator requests permission to place shoulder and lap restraints
- The operator secures shoulder and lap restraints
- The operator notifies the passenger that they are ready to depart

One of the final tests within the training process is to place the Trainee into a wheelchair, and utilize other Trainees to load, secure and operate the vehicle with the Trainee on board. This practice provides a real-life experience for the Trainee of how an impaired rider will experience the trip on board a vehicle.

#### **Behind-the-Wheel Training**

Classroom training provides the foundation for becoming an excellent LSF Shuttle operator. With specific location training course set ups, our Behind-the-Wheel Training builds on that foundation with practical, hands on instruction and skills development. Specifically, all Behind-the-Wheel training emphasizes correct defensive driving techniques. All drivers must complete Behind-the-Wheel training prior to being put into revenue service.

#### **Closed Course Training**

Operator skill training starts with training on a closed course. Skills training is the introduction and practice with basic vehicle maneuvers and operations to familiarize operators with the larger size, slower speed, slower reaction and larger spacing of commercial vehicles before driving the vehicle on the street.

Closed Course Training occurs on private property using large paved spaces and a skills course set up using cones and barriers. The skills course requires all trainees to learn the use of multiple mirrors, vehicle steering, braking, and acceleration, and emphasizes how to safely maneuver the vehicle in both forward and reverse. The skills training program allows our trainers to identify potential deficiencies in students and apply additional training or support to improve their performance or remove students from the training program when they cannot meet our demanding standards.





Closed course skills training teaches the following skills:

- Judgment Stops
- Emergency Maneuvers
- Following Distance
- Right and Left Side Backing
- Right Turns and Left Turns
- Left Turn One Way to One Way
- Parallel Parking
- Customer Stop
- Loading Zones
- Railroad Crossings
- Drive Through
- Back Through
- Serpentine

#### **On-Road Training**

Once a student has successfully completed all skill course maneuvers during closed course training, operators begin on-road instruction under the supervision of training staff. The focus of this training is on practicing and reinforcing the defensive driving with actual on the road practice. During on-road training, each operator is presented with extensive time Behind-the-Wheel to experience as many real world driving situations as possible. In addition, each LSF Shuttle Property location uses a specific testing run that presents each trainee with all the commercial operator drive test scoring challenges. To complete on-road training, LSF Shuttle operators must demonstrate mastery of defensive driving, emergency procedures, and all technical driving skills.

#### **Corrective Retraining**

Corrective retraining is provided for individual operators using a one-on-one instruction process that allows instructors to focus their time and attention on particular operator behaviors or improvements. Operators are evaluated at least annually, and corrective retraining is provided to any operator that does not meet safety or customer service expectations. Additional triggers for corrective retraining include accidents, injuries, negative customer comments, excessive absences, or other reported incidents. Operators who receive corrective retraining are re-evaluated for job suitability, and evaluations are documented in operator training and employee files.

#### **Quality Assurance**

LSF Shuttle's General Manager will be responsible for our quality control program. As a critical component of both

our quality assurance and customer care programs, LSF Shuttle places great importance on feedback from our



riders. All customer complaints, no matter the type, receive top priority and a full investigation from our operations staff. Responses to customer comments are communicated with our clients in a timely manner and in compliance with any existing policies and procedures.

All comments are tracked and recorded on an ongoing basis. Both the General Manager and Operations Manager monitor comment trends in a continuous improvement effort to identify frequent or common occurrences, and take appropriate action to address the root cause of those incidents. See example Complaints Log below.

		COMPLAINTS LOG		
COMPLAINANT NAME	RECEIVED	INCIDENT/ALLEGATION*	COMPLAINT FORM SENT	RESOLUTION
_				

#### Lost and Found

LSF Shuttle tracks and records all lost and found items on the Lost and Found Log shown below to insure that all items left or lost on the vehicles can be easily tracked and returned.

Los

t	and	Found	Log	
7				

	Date	Vehicle #	Description of Article	Turned In By:	Received By:	Comments or Picked Up By
1		1				P 10 - 2 1 -
2						
3	-			-		
4						
5		1				
6						
7	1	1				
4						
9						
10	-				1	
41						

#### **Field Observation**

Road Supervisors are tasked with monitoring trip delivery in real time, as it happens, on the street. In coordination with the Dispatch Department, Road Supervisors monitor the safe pick-up, transport, and drop-off of riders. This task is performed through a combination of pre-scheduled ridea-longs with operators, random ride-a-longs, and visits to frequent trip-generator locations throughout a service area. Observations include an evaluation component that documents the performance of individual vehicle operators.





#### **Vehicle Operations**

Our pledge is to operate the most reliable and timely service possible, in the safest manner possible, while providing long-term value for our customers, and riders alike. We accomplish these goals through our use of Standard Operating Procedures (SOPs), and our proactive monitoring, supervision, and documentation of service delivery. The core of our technique for fixed route operations is summarized by the phrase "Trust, but Verify." The key to this operations philosophy relies first on front line staff to document their efforts using standard forms and procedures, and second on managers and supervisors proactively monitoring service delivery in person. In this way, first-hand observation verifies comprehensive reporting and allows our team to identify potential issues for early intervention and solution.

Measurement and reporting of productivity goals are an essential part of this successful service delivery method. Our experience operating fixed route transportation tells us that on-time performance is the Key Performance Indicator (KPI) that gauges how effective a service is. A secondary key metric is passengers per hour. These two KPIs are linked, since poor on-time performance drives productivity down, and high on-time performance tends to drive productivity up, as more passengers ride a bus that is dependable and on time. Providing high on-time performance results in high effectiveness ratings, lower complaints, and high levels of customer service. In addition, achieving this goal practically ensures meeting goals for low complaints. The high on-time performance has important benefits, including a positive community image, lower complaints, less staff time dedicated to monitoring service, and more staff time implementing service improvements for riders.

All passengers deserve safe, reliable and efficient transportation. Through our vast experience in managing and providing transportation services in South Florida, LSF Shuttle has developed a dynamic approach to operating transportation services.

The core of our operations includes:

- Safe, reliable and efficient transportation
- Passenger-sensitive and customer friendly delivery of service
- An experienced, dedicated and customer-focused management team
- Accountability for quality and performance
- Fact-driven, swift decision making
- Continuous improvement in the delivery of services
- Application of technology solutions to improve system efficiency and customer service

LSF Shuttle's operations fleet of hundreds of vehicles transport millions of passengers each year. We have become experts in the details and complexities of moving large numbers of people under stringent constraints. Our customers trust in our ability to transport their passengers, residents and visitors in a manner that:

- Does not interrupt their operations
- Places the passenger where they need to be when they need to be there
- Puts the passenger at ease knowing they are being transported in a clean, safe and comfortable vehicle
- Leaves the passenger with the satisfaction that they have been transported by a safe, uniformed, friendly, well trained and competent operator
- Provides the customer with a capable and competent partner who is committed to maintaining quality while effectively managing costs

**Distractive and Fatigue Awareness Course** is required for all drivers and is in compliance with FTA Map 21 Guidelines.

#### **Smith Systems**

Driver Training is the leading provider of collision avoidance driver training. With a focus on collision prevention through hands-on training, the proven Smith System concept helps fleet drivers to see, think and react to driving challenges. LSF Shuttle has on-staff trainers who have completed the Train the Trainer Smith Systems courses.

#### **Continuous Training**

Once operators graduate to revenue service, we provide ongoing and frequent training opportunities. Through both regularly scheduled training, or on an as needed basis, LSF Shuttle is committed to the successful and safe performance of all operators over the long term.

#### **Refresher Training**

Whether based on annual operator evaluation, observations from Road Supervisors or customers, or upon request of the operator, LSF Shuttle provides Refresher Training for all operators on an as-needed basis. Refresher Training allows any operator to return to any area of our comprehensive training program to re-learn or reinforce the standards and techniques that make a professional LSF Shuttle operator. From time to time, specific trends or problem areas are identified at an operating property, and refresher training is provided to all operators on a particular subject area. Refresher Training is also provided to all operators for professional growth or to learn new skills.



**Passenger Safety** *is our #1 Priority* – After completing the Behind-the-Wheel training, each driver must pass the **FINAL EVALUATION** in order to become a LSF Shuttle Transit Driver.

#### Safety Program

LSF Shuttle has developed a comprehensive Safety Plan which will be tailored to the individual needs of the Broward County Community Shuttle Program. One of the main priorities of the Safety Plan is to teach employees how to maintain attention to detail and develop good operational habits. These two attributes are critical in preventing accidents and maintaining our excellent safety record.

Safety is the most important commitment we make to our clients in which we operate service. It is our company-wide belief, from our President to the newest front-line employee, that **Safety is Every Employee's \*1 Priority**. With that in mind, LSF Shuttle has developed its safety culture to ensure that our passengers and customers experience only safe transit operations. No matter how courteous the driver, how timely the service, or how clean the vehicle, unless the transit operation is safe, all of our other efforts are wasted. Safe operation of the vehicle is what our passengers expect from us. Confidence in the ability of our services to operate without incident promotes the continued success of the system and encourages public support for the service we provide.

#### System Safety Manual

At the onset of the contract, LSF Shuttle will work with the City of Fort Lauderdale's staff to ensure all Risk Management policies specific to this contract are included in the Safety Manual used at this operation. LSF Shuttle's local team will coordinate with the city staff to ensure that all aspects relative to safety and operations in the shuttle bus operations and maintenance agreement are incorporated into our safety manual. It is important to note that this is a working, customized document, and can and will be revised as necessary.

#### **Monthly Safety Meetings**

Mandatory monthly safety meetings will be conducted internally to discuss topics of local importance. Safety meetings are designed to reinforce the **Safety is the \*1** *Priority*. It is common that after the implementation of a new route, for example, a safety issue becomes evident that needs immediate attention. Although it will be addressed immediately, safety meetings also provide our staff an opportunity to communicate the level of importance of an issue and a standardized process for addressing any issues of concern.

#### Safety Committee

The Safety Committee is a major element of the safety awareness program, and employee involvement is critical. The primary function of the Safety Committee is to exemplify our safety culture locally, review performance trends, analyze and develop practical solutions and implement them for continued improvement.

The Safety Committee will also work with the Safety and Training Manager in sponsoring LSF Shuttle's safety awareness events, such as safety fairs and contests. Management involvement with the Committee will be on a rotating basis.

#### Safety Discipline

LSF Shuttle's Operating Rules and Procedures outline preventive measures and sanction employees who disregard safe practices. Employees who repeatedly engage in unsafe behavior or demonstrate that they are no longer adhering to our safety policies, procedures and culture, are terminated. Our safety standards are high; for this reason, LSF Shuttle focuses on the causes of all events and incidents themselves, rather than on severity only. An Operator who demonstrates unsafe practices is held accountable for his/her actions, up to and including termination. Conducting facility safety evaluations, reviewing accidents, and heightening safety awareness highlights LSF Shuttle's determination to deliver a service that is safe and actively promotes prevention.

#### **Corporate Safety Oversight**

Raul Alvarez, the Director of Safety in our Corporate Office is responsible for ensuring that LSF Shuttle's management team implements our safety program and maintains compliance with all local, state, and federal regulations. Our Director of Safety, along with our executive management team, has developed a comprehensive safety and training effort designed to ensure that our operations meet and exceed established standards for hiring, training and maintaining employees as described throughout this proposal.

The General Manager will be responsible for ensuring implementation of our safety program. Overseeing program implementation for the Fort Lauderdale Community Shuttle Transit Services that are provided in shuttle buses and trams, will be our Safety and Training Manager. Mr. Alvarez, our Director of Safety, will monitor our local management team regularly by auditing local safety efforts, reviewing all accident and injury claims, reviewing monthly performance statistics and working with the local Management Team on issues regarding training and accident investigation.



#### **Accident Prevention**

Emphasis on attention to detail starts in training, where our employees are taught all the proper procedures including defensive driving methods, correct tie-down of wheelchair passengers, lift operation, proper handling of Blood Borne Pathogens, and Daily Vehicle Inspection (DVI) completion. This program also contains Knowledge Reviews to evaluate the trainee's retention.

A transportation operation which is experiencing a high frequency of accidents can be corrected. Correction starts with a morning observation of the DVI process. This observation serves two purposes: to encourage attention to detail and to ensure the DVIs are being conducted properly. A driver observed making a cursory inspection, such as looking at tires but not lug nuts, is corrected at the scene along with encouragement to complete their DVI and the remainder of their day paying attention to every detail.

A bus operator who has driven for years without an accident has developed the ability to maintain attention to detail, good operating habits, and has become motivated for success. We encourage and praise an accident-free driving record by recognizing this accomplishment. Other support components of LSF Shuttle's Safety Plan is the recruiting process, monitoring training records, accident investigation, retraining, monitoring complaints, and interviewing drivers at the end of day to discover any specific needs.

#### **Equipment and Facility Monitoring**

LSF Shuttle is serious regarding facility security and the wellbeing of our staff and our visitors. Management of a facility to ensure a secure work environment is maintained at all times. Additionally, loss prevention of equipment, parts, and office systems will be paramount at all times.

Our goal will be providing a safe environment for our staff and a safe, protected, well-functioning facility for the capital assets under our watch.

#### **Emergency Preparation**

It is not unreasonable to expect that passengers will, from time to time, experience medical emergencies while in the vehicles we operate. We have established emergency procedures which can address emergency situations while on board. These procedures are designed to ensure quick and proper response to all emergencies and include:

- Radio emergency protocols to provide operators quick access to the dispatcher to seek assistance
- Proper emergency equipment, including first-aid kits and microphone-equipped voice-activated

radio system that allows the Operator to talk to the Dispatcher while aiding a customer away from the radio

- Emergency communications procedures
- Road Supervisors communicating with Dispatch regarding emergency conditions on a real-time basis

#### Accident Response, Investigation and Reporting

LSF Shuttle is unique in that we have three (3) dedicated Accident Investigators assigned to Broward County. All Accident Investigators attend a training class on Accident Investigation Procedures and Documentation. The purpose of the class is to train these dedicated Investigators to gather and document all of the facts relevant to the investigation. This training class provides instruction for securing the vehicle involved in the accident, and determining if the vehicle should remain in service or be returned to the maintenance facility. Elements of this class include:

- Investigation procedures
- Documentation procedures
- Determining whether the collision/passenger injury is Department of Transportation (DOT) reportable
- Vehicle collision photography requirements
- Digital recording and video development procedures

All information that is gathered by our Investigators and entered into our Safety Management System (SMG) where it is assigned a case number. Information such as witness statements, driver statements, pictures, accident reports, insurance claims, diagrams, etc. are kept in our Safety Management System for easy access as needed.

#### Weather-Related Procedures

Rapidly changing weather conditions require Operators to respond quickly in order to make certain passengers taken care of adequately. Agency radio system(s) allows for allcall messages to communicate any hazardous areas to all Operators. We train our Operators on how to handle weather-related challenges confronting the boarding and de-boarding of passengers. The emphasis will unfailingly be on passenger safety.

#### **Biohazard Procedures**

We understand the importance of protecting every worker (and potentially passengers) from occupational exposure to Blood-borne pathogens and other biohazards.

LSF Shuttle has an Exposure Control Plan (ECP), which is written in accordance with OSHA's Blood-borne Pathogen Standard. The ECP assists our employees and managers





in ensuring compliance with the stated standard. It is written to provide guidance and information on required procedures and to increase workers' awareness of bloodborne pathogens.

The ECP will also provide guidance to prevent the spread of diseases contracted through exposure to blood, body fluids, and other potentially infectious materials.

The ECP includes provisions for the proper selection of personal protective clothing and equipment, labeling requirements, exposure determinations, housekeeping practices, record-keeping procedures, and training for all employees whose job classifications place them at risk of exposure.

Our local Blood-borne Pathogen Exposure Control Plan shall contain the following components:

- Risk Assessment and determination of employee exposure
- Engineering controls
- Work practices
- Personal Protective Equipment (PPE) requirements
- Housekeeping procedures
- Decontamination procedures
- Biohazard waste process
- Post Exposure evaluation plan
- Education and training
- Laundry process and information
- Regulated waste vendor information
- Record keeping

#### Safety Reporting

LSF Shuttle measures accidents per 100,000 miles as a means of comparing local performance to national and industry-accepted standards. Each of our operations are required to develop a comprehensive safety plan that outlines the activities and elements of its safety process annually. Certain elements are required in all of our sites, while others are developed by the local team in response to unique concerns. LSF Shuttle will ensure that, through consistent communication with our clients staff all critical aspects are incorporated into our plan.

#### Safety Training

Above all other concerns, our employees are instructed that they must accept responsibility for their own safety, as well as the safety of everyone around them, including coworkers, passengers, and the public. We also reinforce that safety is

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a lifestyle that cannot simply be "turned on" when beginning their work assignment—it should be a pervasive lifestyle choice outside of work as well. Our policy teaches our staff the three priorities of service; **Safety as #1**, then Customer Satisfaction, and finally Efficiency. In any situation, decisions are made using these priorities in order.

#### Safety Retraining

All Operators will receive routine and continuous training on safe operation of all vehicles utilized at our Broward facility. LSF Shuttle uses the **Smith System** Program of space cushion driving as part of our retraining efforts. All Operators and Supervisors receive refresher training in this program annually. Our management team will track Operators' years of service in order to schedule their retraining sessions in a timely manner. Class completion certificates will be maintained in the operators' individual safety files. In this manner, accident prevention is not strictly the responsibility of management, but rather it is a comprehensive program, involving all aspects of our on-site team, including the operators, management, supervisors and administrative staff to eliminate and prepare for reduction and elimination of accidents in a proactive manner.

Our Driver's training program includes customer service and sensitivity training, defensive driving, security awareness and FTA drug and alcohol training. We conduct classroom and field instruction on the contents of the plan with all employees participating in the system. All employees are responsible for understanding the contents and observing the SSPP program policies, rules and procedures in all daily operations.

Evaluation of serious incidents and traffic accidents in an effort to identify possible enhancements to the service providers training program, helps prevent future occurrences.

LSF Shuttle's #1 goal is Safety, and to continue to keep our staff focused on our #1 Goal, We have implemented several programs that we feel are effective in creating the



mind-set and awareness of SAFETY. One of the simple awareness points is having all of our drivers look at and see a lapel pin that says **"THINK SAFETY"** every

day as part of their uniform. Additionally, we will have an incentive program in place that will provide incentives for drivers. It will include another lapel pin that will be given to drivers that are accident free for a period of one

year. In our training classes, we teach our employees to Prepare, Practice and Prevent as part of the classroom safety program.







#### System Safety Program Plan

LSF Shuttle has a comprehensive System Safety Program Plan (SSPP) as required in Florida Administrative Code 14-90.LSF Shuttle's SSPP is reviewed, updated, and certified annually. This plan is to ensure that all reasonable standards of integrity are achieved when implementing the requirements of the SSPP. The underlying goal is to provide guidelines that will achieve the highest standards of safety and security for our contracted clients and riders.

To achieve this goal, the following system areas are taken into consideration:

- The safety and security of all clients, the general public and service provider employees, who may interface with the transportation system
- Potential vehicle hazards that may be identified through an aggressive program of pre and post operational inspections, preventive maintenance and quality assurance safety inspections

LSF Shuttle also recognize that when new employees sit through safety training and presentations from management on the importance of safety, it is possible that such messages go in one ear and out the other. Therefore, we strive to enforce the message by having incentive programs, which reward our employees with recognition and rewards. Another awareness tactic that we utilize is that from time-to-time we put out candy for our drivers before the start of shift. The candy has an imprinted message about safety awareness. All of our training classes incorporate and reiterate Safety as #1.



Lowering accidents frequencies, grabbing employee's attention and creating safety awareness is achieved by hype, promotion,

employee interaction and involvement. Peer pressure, team involvement and offering both individual award recognition have created a difference in our safety program.

#### **Preventive Safety Program**

For LSF Shuttle, operating transportation services within the operating environment of South Florida requires outstanding operator/driving techniques to manage operations during inclement weather. Operating vehicles within an environment of inclement weather, such as torrential

downpours and high winds, and sharing the road with other drivers during these events, requires concentration and specific location training to ensure our passengers are delivered safety to their destinations.



LSF Shuttle is committed to supporting the Preventive Safety Program by providing safety training and by implementing the following:

- Establishing and enforcing appropriate safety regulations, rules, orders, directives and emergency procedures for both on-going and temporary hazards as they occur
- Monitoring transit and other industries' safety solutions which improve or enhance safety
- Identifying causes or hazards of accidents through investigations, reviews, and analysis of accidents and hazards through the use of specific loss control software
- Acting upon findings to incorporate aggressive and effective hazard controls into the system

The primary goal of the Preventive Safety Program is to reduce the frequency and severity of accidents by positive implementation of the program. Measurable safety goals have been established and resources allocated to assure timely and cost effective accomplishment of these goals.

Specific separate goals of the Preventive Safety Program are:

- Reduce accident frequency rates in the following areas:
  - Operational, passenger and/or traffic accidents
  - Employee injuries and accidents in all categories
- Identify accident to eliminate or reduce through:
  - Reviewing all accident investigation records for causes
  - Controlling hazards
  - Conducting job hazard(s) analysis to identify potential accident areas
  - Developing and presenting (conducting) safety training programs predicated upon previous safety experience and finding (internally or externally) for new accident prevention
  - Establishing controls to prevent catastrophic accidents, fires, or other high hazard conditions throughout the system
  - Studying "greatest hazards" conditions, events, and/or possibilities within the operating environment
  - Studying catastrophic accidents and/or events that occur within other transit systems to determine how similar accidents can best be avoided within this system
  - Using logical and hypothetical hazard identification methods, determining potentials for catastrophic events or accidents



Tab 4.2.8 - Approach to Scope of Work



- Conducting Preventive Safety Program reviews or failures or near failures of such things as, but not limited to sub-assemblies braking systems, suspension systems, air supply systems, above and beyond needs of accident investigations.
- Assuring ready access to state-of-the-art technology to minimize injury potential to employees or others by:
  - Seeking out and identifying new materials that reduce fire potential of toxic combustion products and by-product
  - Seeking and utilizing improved mechanical components including braking systems subassembly failure alarms, electrical systems, and similar safety improvement devices
  - Seeking and identifying technology for improved safety and reliability
  - Keeping up with the latest communications system improvements for incorporation into the system's communication system when such improvements will serve as a deterrent to crime or vandal-related incidents or will increase safety performance with the system
  - Incorporating latest development and tested safety information and technology into all personnel training programs as it relates to their functions and responsibilities
- Utilizing safety objectives and value analysis to:
  - Identify and encouraging safe conditions;
  - Develop methods and means to eliminate or control hazards
  - Determine the simplest and most effective solutions to accident prevention problems
  - Forecast annual accident losses from previous year's accident data
  - Identify cost benefits of an effective Preventive Safety Program and hazard control
  - Measure Preventive Safety Program results to best verify forecasts or annual cost savings as the program is conducted and as new safety measures/controls are made operative.

#### **Covid-19 Safety Precautions**

In addition to our standard cleaning practices outlined in our Proposal, LSF Shuttle has increased the frequency of cleaning to help protect passengers from the spread of Coronavirus. In particular, "high touch" areas, including door handles, steering wheel, seat belts, buttons, handholds, etc., are to be cleaned more frequently. Drivers are given spray bottles of disinfectant and are asked to wipe down the high

touch areas when they have time and the vehicle is empty. LSF Shuttle has been, and will continue, participating in Web Advisories offered by The American Public Transportation Association (APTA) for public transit agencies and providers regarding Coronavirus preventive measures. We will continue coordinating closely with Broward County's Transportation Department, and monitoring all relevant reporting from local, State and Federal Public Health Officials, and will respond to direction they give the public regarding reducing risk of exposure to the virus. LSF Shuttle provides all drivers face masks which are mandatory for both drivers and passengers. Gloves are also provide to all operators, but are not mandatory and are optional. Drivers are instructed to ensure that passengers practice social distancing while on-board our vehicles. In trying to keep our employees safe, we have just implemented a New Temperature Check Facial Recognition Touchless Time Clock. This time clock detects if the employee is wearing a mask and scans body temperature. The clock can alert our staff if our employees have a temperature. This will also provide an additional safety level of not having our staff use a biometric fingerprint clock by not having to touch a surface after another person.

#### Cell Phone Use While Driving Policy

NO answering or making phone calls

NO phone conversations

NO reading or responding to e-mails and text messages



NO accessing the Internet

#### **Fleet Maintenance**

LSF Shuttle operates and maintains more than 100 shuttle buses in our Fort Lauderdale facility. We have extensive experience in maintaining transit vehicles of all makes and models, including trolleys, transit buses, cutaway vehicles, smaller vans, and sedans. Our maintenance standards and best practices are based on experience meeting, and in most cases exceeding, manufacturer's recommendations and regulatory standards. Our focus is on providing an aggressive maintenance program that ensures comprehensive care of every vehicle.

LSF Shuttle understands that a strong and comprehensive vehicle maintenance program is a cornerstone of providing reliable transportation services. Our standardized maintenance plan provides effective and efficient maintenance for commercial transportation vehicles. From vehicle cleaning to major repairs, effective vehicle



p. 56



maintenance enhances and protects a significant capital investment in rolling stock (whether that investment is made by LSF Shuttle or by the client), and promotes a positive image of both the service and the company.

#### **Maintenance Safety**

Safety is the first critical component of our vehicle maintenance plan. Our safety culture starts with safe procedures that ensure injury prevention and continues through to safe repair practices that ensure safe vehicle operation after the vehicle leaves our shop. It is our top priority to establish and maintain a lasting safety culture. The key safety procedures and strategies described below work to ensure that we achieve this goal.

#### **Preventive Maintenance Inspection Program**

Preventive Maintenance Inspections (PMIs) are the foundation of a comprehensive and effective vehicle maintenance program. The PMI process is designed to protect the capital investment in the fleet, ensure fleet availability, and maintain safe operating conditions. First and foremost in planning all maintenance activities is the availability of vehicles to meet service requirements. In particular, LSF Shuttle performs the majority of PMIs when there is the least impact to operations. Our goal is to have vehicles in service during peak hours of operation.

The company schedules and follows up on all PMIs in order to maintain 100% PMI currency. Odometer readings from operator trip sheets are entered into the Maintenance Management tool daily, and confirmed each time the vehicle enters the shop. Based on these odometer readings, vehicles are scheduled for a PMI when they meet either the mileage or time thresholds. And because the process is automated, a vehicle cannot be overlooked or missed in the PMI schedule cycle. A schedule of PMIs due within the next 30-day period is generated automatically on the 15<sup>th</sup> day of the preceding month.

During the PMI, the technician reviews both the vehicle file and all previous PMI reports, as well as the vehicle repair summary, which shows the comprehensive repair and PMI history for the life of the vehicle. This critical step in the process allows the PMI to become both a critical safety element and an efficient part of the maintenance program. First, reviewing the vehicle repair history allows the technician to identify and correct repeated repairs and address safety concerns (such as repeated brake or interlock failures, for example), even if the technician has no personal history with the vehicle. Second, the file review allows for repairing minor defects identified during the DVI process, and encourages proactive component replacement where worn or suspect parts are replaced during the PMI, when the vehicle is already out of service, and before they cause a service disruption. All defects reported through DVI or identified during the PMI are completed before the vehicle is returned to service. In addition to the PMI inspection process, LSF Shuttle conducts weekly brake and safety inspections on each vehicle to ensure the continued safe operation of all vehicles.

PMIs are conducted on schedule of A, B and C services, where "A" services are performed every 5,000 miles or 45 days. "B" services are added to the standard "A" service at 24,000 miles and "C" service is added to the "A" service at 100,000 miles. A description of each PMI service is provided in the following table:

Service Type	Service Interval	Service Items
"A" Service	5,000 Miles	Lube, Oil and Filter Change, Under Hood/Engine Compartment Inspection, Interior Inspection, Exterior Inspection, Brake Inspection, Lift Inspection & Service
"B" Service	24,000 Miles*	Transmission Service – Fluid and Filter Change
"C" Service	100,000 Miles*	Vehicle Tune-Up, Differential Service – Fluid Change
* "B" and "C"	Services are perfo	rmed in addition to and during

\* "B" and "C" Services are performed in addition to and during an "A" Service

#### **Quality Control Inspections**

LSF Shuttle uses a management re-inspection program to ensure the quality of our PMI program and provide training and education opportunities for our maintenance staff. At each of our locations, the local Maintenance Manager re-inspects twenty-five percent of all the PMI inspections conducted at the facility, with care taken to re-inspect PMIs performed by



Tab 4.2.8 – Approach to Scope of Work



each technician on staff. The re-inspection process includes review of all work orders, paperwork and vehicle file, followed by a complete re-check of the PMI to include verification of all PMI inspection check list items, and evaluation of all repairs performed on the vehicle during the PMI. Any deficiencies found during the re-inspection are immediately



corrected and the Maintenance Manager takes corrective action with technicians through retraining and other means to ensure future PMIs meet our standards.

#### Air Conditioning Maintenance Program

With our operation in South Florida (the hottest climates in the Nation), LSF Shuttle places a high priority on maintaining well-functioning air conditioning systems in our vehicles. Preventive maintenance for air-conditioning is performed at regular PMI intervals in accordance with the preventive maintenance recommendations of the manufacturer of the air conditioning system. Then, before peak air conditioning season each year, the entire system is checked and cleaned to ensure optimum performance of the system. Air conditioning repairs are made in accordance with environmental regulations as outlined in the Clean Air Act of 1990 including, but not limited to, the use of certified technicians, an approved refrigerant recovery system, and the tracking of refrigerant used for each repair.

#### Wheelchair Lift Maintenance Program

LSF Shuttle recognizes that an essential element of vehicle maintenance is ensuring that the wheelchair lift is in good operating condition at all times. Using our comprehensive wheelchair lift PM program, each PMI includes specific lift



Tab 4.2.8 – Approach to Scope of Work

maintenance, lubrication and thorough inspection of lift components. Technicians inspect for structural deficiencies, hydraulic leaks, and verify correct operation of the lift platform, sensors, barrier, and controls. Most importantly, as part of the DVIR process, all operators are required to cycle the lift to confirm trouble-free operation before the vehicle enters service. Lift malfunctions are a cause for immediate out-of-service assignment. Vehicles with inoperable or malfunctioning lifts are not placed into revenue service, and are scheduled for immediate repair.

#### **Replacement of Disabled Vehicles**

Unfortunately, service disruptions are a reality and will be handled in the most professional expeditious manner to eliminate passenger inconvenience and delays to service. LSF Shuttle has the ability to minimize delays that our competition cannot provide. Due to our unique local infrastructure, we provide our clients with an advantage over our competitors. Having Broward County facilities enhances our service that will considerably eliminate long delays in the event of a breakdown. All of our facilities currently have standby drivers and vehicles that would be able to assist the vehicle and passenger that is in distress. Our current infrastructure in Fort Lauderdale is existing and currently provides backup drivers and vehicles at all times for our other clients. Emergency situations will be handled in the same manner and work towards eliminating passenger inconvenience and further service delays. Additionally, Road Supervisors will also be dispatched in the event of an emergency. Dispatchers, after being notified of emergency situations, once addressed, will contact the City Staff and keep them informed about the situation.

If a vehicle breaks down on route, is involved in an accident, or has any other emergency, LSF Shuttle is committed to quickly restoring passenger service. Our dispatch staff is trained to respond to various in-service events, and follow standard procedures to determine the best method of response. Once confirmed, immediate response by a Road Supervisor and replacement vehicle is arranged for vehicle accidents and other emergencies.

To facilitate an immediate response to service disruptions, LSF Shuttle maintains a "ready line" for daily assignment. The "ready line" is a vehicle that has already had a pre-trip inspection performed, is parked at the facility, and is ready to leave at a moment's notice. In the event that a replacement vehicle is needed in service, the "ready line vehicle" is used to take over passenger operations on the route. Typically, the original operator resumes revenue service while the road supervisor coordinates with maintenance staff to arrange repair or towing for the stranded vehicle.





For mechanical breakdowns, a triage process is used by the dispatcher in coordination with maintenance staff to get the vehicle back in service or a replacement vehicle placed in service as quickly as possible. The road call process follows these steps:

- Triage mechanical issues with operator and maintenance staff
- Confirm a replacement vehicle is needed
- Coordinate "ready line vehicle" and Road Supervisor assignment
- Confirm with maintenance staff if tow truck, on scene repair, or drive in response is needed
- Confirm break down location using landmarks and GPS if available
- Route "ready line vehicle" and Road Supervisor to breakdown location
- Confirm route is returned to revenue service
- Complete the Road Call Report, verifying vehicle number, route number, operator name, time and date, location and description of the problem
- Route the Road Call Report to both General Manager and Maintenance Manager
- Contact the City to keep them informed, if required

LSF Shuttle tracks all road calls in our RTA maintenance system, and provides accurate reporting of miles between road calls. Following a road call event, the vehicle is diagnosed and repaired. Before the vehicle is returned to revenue service, the Maintenance Manager must sign off on the repair. In addition, LSF Shuttle has **existing backup vehicles** in place to ensure seamless service standards.

#### Warranty Management

LSF Shuttle administers both vehicle and parts warranties for all vehicles maintained in our operating fleet. The RTA system is used to identify all parts under warranty and to manage warranty recovery. The system is also used to identify all vehicles affected by a defective manufacturer's part or recall program. We maintain strong relationships with bus manufacturers and dealerships including Ford, General Motors, El Dorado National, and Creative Bus Sales,



among others, in order to coordinate and complete warranty repairs. Regardless of where the work is done, LSF Shuttle accurately and aggressively manages and oversees

the completion of warranty repairs and recall campaigns that affect the vehicle fleet.

#### Parts Inventory and Management

As part of our dedication to providing maximum service reliability, LSF Shuttle is committed to using only the best quality parts for service vehicles. By making every effort to use only Original Equipment Manufacturers (OEM) quality parts, and meeting or exceeding all OEM recommendations for both repair procedures and parts, we help to ensure that buses remain in revenue service, providing maximum reliability for passengers.

In addition, we maintain a secure and robust inventory of parts at our local maintenance shops so as to ensure that routine parts and supplies are readily available to meet the needs of PMI and repair



schedules, minimizing maintenance down-time. Typical parts inventory levels are held at a *three-week supply level, and all parts are stored under secure lockup,* including tires and consumables. Parts inventories are physically counted and verified at least once a year. Parts inventories and usage is tracked in our RTA system for accurate reporting and accounting of all parts used, as well as trend analysis reporting.

We maintain active and healthy relationships with a vast network of vendors and suppliers to provide the parts needed to maintain our vehicles. Through both local and national account vendors, LSF Shuttle provides operating locations with extensive options to procure the best quality parts and the best possible prices. Our network includes many Disadvantaged Business Enterprise (DBE) vendors, and we promote use of DBE vendors across our company operations. Examples of key suppliers include Interstate Batteries, Creative Bus Sales, Factory Motor Parts, Local Ford and GM dealers, Cummins, and Thermo-King.

#### Vehicle Cleaning Plan

Vehicle appearance is a top priority for our staff. The City of Fort Lauderdale's passengers and guests deserve the highest quality passenger experience possible, and a clean, presentable vehicle plays a large role in that experience. Vehicle operators and maintenance technicians play key roles in ensuring that riders are transported in clean, comfortable, and safe vehicles. Cleanliness and vehicle appearance is a part of the operator's pre-trip inspection.





All vehicle exteriors are thoroughly washed once a week or more often as necessary due to weather or unusual conditions. Our environmentally sound practice reduces water run-off, and all wash water is collected for proper treatment and disposal. Vehicle interiors are cleaned daily at the end of each shift, and checked as part of the following day's pre-trip inspection. The daily cleaning includes but is not limited to the following:

- Cleaning the inside of all windows, removing all dust, fingerprints and head prints
- Removing all dust from seats, dashboards, wheel wells, rails, ledges
- Sweeping and mopping all floor areas
- Ensuring bus is free of all paper, gum and debris, etc.
- Repairing damaged seats
- Daily removal/repair of graffiti

In addition, LSF Shuttle enforces and annual complete vehicle detail process, where all vehicles receive a major cleaning, including both complete interior, and exterior detail with wax and polish. Vehicle cleanliness is a key customer service indicator and our management team often performs unannounced spot inspections to ensure compliance with our vehicle appearance policy.

LSF Shuttle currently has the ability to replace seat covers on the buses when they become dirty or soiled.

LSF Shuttle contracts with a local company that provides service for cleanup for any bodily fluids spills. In the event that there is an incident, the vehicle is immediately put out of service and IPS is called. Their mobile crew comes to our location, utilizing Personal Protective Equipment (PPE) during the disinfection, disposal and decontamination procedures. We will not subject any of our employees to provide this type of cleaning, therefore we utilize a professional company that is trained in handling bio-hazardous materials.

## Contract Compliance, Data Management and Reporting

Timely and accurate reports and records will be submitted to the City of Fort Lauderdale. LSF Shuttle will be responsible for ensuring that all data is captured and stored for the term of the contract.

LSF Shuttle has a total understanding of the required reporting that City of Fort Lauderdale is expecting and how these reports need to be submitted in a timely manner. Many of the required reports that will be needed from our staff will be provided in a timely manner and if they can be automated to have them sent electronically, we will have our programing staff create these reports to be sent automatically. Our intension to work closely with the City of Fort Lauderdale's Staff in creating this electronic flow.

LSF Shuttle recognizes the importance of performing daily vehicle inspections and maintaining logs of daily service and schedules along with reporting all service activities necessary to operate vehicles and a safely and efficient manner, therefore we will work to also provide this information to City of Fort Lauderdale. LSF Shuttle has been testing the use of tablets in some or our locations to electronically and automatically provide information to the City's. When we implement this technology, the tablets will also provide GPS and we will have the ability to track passenger boarding by location.

#### **Programmers on Staff**

LSF Shuttle provides multiple types of Transportation to many different clients and municipalities, therefore, in addition to our on-staff IT Department, we also have a programming staff that writes programs and provides reports to our staff and clients. The art of programming is the simplification and distilling the essence of a problem and then producing computer code that solves the problem or provides the information needed. To accomplish these goals, it takes time, skill and a good ear to write these reports, but LSF Shuttle currently has these programmers on staff and can create and provide additional reporting and valuable information at no additional cost to the City of

Fort Lauderdale. Currently, when a vehicle is down for mechanical issues, our system sends an email to your city letting you know that our service is down and when the vehicle or a replacement vehicles is back on route our system automatically sends an email advising that the route is back up and operating.





#### SmartPhone App

LSF Shuttle will provide the City of Fort Lauderdale with a SmartPhone App that will provide GPS Tracking for all of the City of Fort Lauderdale Routes. Development and Publication of this App will take approximately 30 to 60 days from the time all materials are received. This GPS App will only be installed in the new vehicles once received from Broward County Transit, as the cost of installation would be cost prohibitive to install these units in the interim existing older buses and then have to take them out and install them in the new buses. Therefore we are proposing to provide this service in the new buses once received.



This App will allow access to all of the City of Fort Lauderdale Community Shuttle Transit Bus Fleet's location information from your smartphone, tablet or computer. Riders will be able to access real time data on the whereabouts of the vehicles. Mobile technology has enabled us to allow the fleet tracking in the palm of your hand. This system will permit passengers to search specific stops and routes and their estimated time of arrival.

App includes the following:

- Where am I My location in the Map and the closest stop
- Easy Tracker A linear diagram showing the active Bus at the stop or heading to the next stop
- Favorite Stops



Tab 4.2.8 – Approach to Scope of Work

- Routes Maps Diagram of routes and places of interest
- Call Tracker (optional) IVR system to get ETA's
- Feedback Easy way to be in contact with your customers
- The Bus Tracker allows passengers to see one route or all of them simultaneously in real-time

#### Mobile App Front Page

The City of Fort Lauderdale will be asked to provide the City Logo and colors to be used in the front page of the App. There is some customization allowable in the Apps.



#### Transition/Startup

LSF Shuttle clearly has a unique advantage as we are currently operating and maintaining the City of Fort Lauderdale's Community Shuttle Transit Service. We took over and provided the city with a transition under a piggyback interim agreement that was with short notice and it was very smooth transition due to our experience and professionalism.

#### Seabreeze Tram Operations

LSF Shuttle is proposing to utilize in addition to the driver, a "safety announcer" that will be stationed in the last seat of the Tram's Trailer with a Public Address microphone who will announce to the passengers when to get on and off the tram, along with waiting for the vehicle to come to a complete stop. The announcer will also provide communication to the driver when it is clear for the driver to accelerate and move the vehicle. Due to the length of the vehicle with a trailer attached it will be impossible for the driver to see if everyone





is seated and if it is clear to move the vehicle. This Tram with the attached trailer is almost identical to the trams utilized at the Fort Lauderdale Hollywood International Airport in the parking garage. This practice of using a "safety announcer" is for the protection and safety of all passenger and will reduce the contractor and city's liability along with the frequency of accident and incident. The children riding the tram along with younger clientele utilizing the service on Fort Lauderdale Beach may not be mindful of the safety issues when boarding and exiting an open-aired vehicle. We understand that our hourly rate is clearly going to be higher but the safety of the passengers and residents of Fort Lauderdale is vital and paramount. LSF Shuttle will install the PA and Microphone system as an **added value** in our proposal.

Please refer to Tab 4.2.13 Required Forms for our complete Cost Proposals.





City of Fort Lauderdale

12439-815

# **4.2.9 References**



p. 63





#### **4.2.9 REFERENCES**

Name of Client Entity: City of Hallandale Beach Address: 400 Federal Highway City/State/Zip: Contact: Eric Houston Title: Contract Administrator Email Address: ehouston@cohb.org Telephone: (954) 457-2224 Type of Service: Years: 2003 - Present

#### Address: City/State/Zip: Contact: Title: **Email Address:** Telephone: Type of Service:

Address: City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service: Years:

Years:

# Name of Client Entity: City of Margate

Address: City/State/Zip: Contact: Title: **Email Address:** Telephone: Type of Service: Years:

# Hallandale Beach, FL 33309 Five (5) Fixed Route Buses

Name of Client Entity: City of Coral Springs

9551 West Sample Road Coral Springs, FL 33065 Jason Walsh Contract Manager jwalsh@coralsprings.org (954) 345-2110 Two (2) Fixed Route Buses 2006 - Present

#### Name of Client Entity: City of Dania Beach

100 West Dania Beach Blvd. Dania Beach, FL 33004 Eric Brown Director of Parks and Recreation ebrown@daniabeachfl.gov (954) 924-6800 ext. 3730 Two (2) Fixed Route Buses 2004 - Present

5790 Margate Blvd. Margate, FL 33063 Mark Collins Public Works Director mcollins@margatefl.com (954) 972-8127 Three (3) Fixed Route Buses 2010 - Present

Address: City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service: Years:

Address: City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service: Years:

Address: City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service: Years:

Address: City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service: Years:

#### Name of Client Entity: Town of Davie

4700 SW 64th Avenue, Suite D Davie, FL 33314 Glenda Martinez Community Services Manager glenda Martinez@davie-Fl.gov (954) 797-1196 Five (5) Fixed Route Buses 2017 - Present

#### Name of Client Entity: City of Lauderhill

5581 West Oakland Park Blvd Lauderhill, FL 33313 Irv Kiffen Transportation Manager ikiffin@lauderhill-fl.gov (954) 572-1475 Seven (7) Fixed Route Buses 2006 - Present

#### Name of Client Entity: City of Pompano Beach

100 West Atlantic Blvd. Pompano Beach, FL 33060 Erjeta Diamanti **Budget Analyst** erjeta.diamanti@copbfl.com (954) 786-4065 Four (4) Fixed Route Buses 2003 - Present

#### Name of Client Entity: City of Lauderdale by the Sea

4501 North Ocean Drive Lauderdale by the Sea, FL 33008 Debbie Hime Transportation Coordinator debbieh@lauderdalebythesea-fl.gov (954) 640-4205 One (1) Fixed Route Bus 2010 - Present



#### Name of Client Entity: Town of Hillsboro Beach Address: City/State/Zip: Contact: Title: Email Address:

Telephone: Type of Service: Years:

Address: City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service: Years:

Address: City/State/Zip: Contact: Title: **Email Address:** Telephone: Type of Service: Years:

1210 Hillsboro Mile Hillsboro Beach, FL 33062 Mac Serda Town Manager mserda@townofhillsborobeach.com

(954) 427-4011 One (1) Fixed Route Bus 2010 - Present

#### Name of Client Entity: City of Boca Raton

201 West Palmetto Park Blvd. Boca Raton, FL 33432 Kimberly Kosirog Transportation Analyst kkosirog@myboca.us (561) 416-3837 Four (4) Fixed Route Buses 2007 - Present

#### Name of Client Entity: City of Doral

8401 NW 53th Terrace Doral, FL 33166 Shirley Forero Transit Operations Manager Shirley.Forero@cityofdoral.com (305) 593-6740 Nine (9) Fixed Route Trolleys 2003 - Present

#### Name of Client Entity: City of Homestead

Address: City/State/Zip: Contact: Title: **Email Address:** Telephone: Type of Service: Years:

790 N. Homestead Road Homestead, FL 33030 Ana Azicri Public Works Coordinator aazicri@cityofhomestead.com (305) 224-4777 Four (4) Fixed Route Trolleys 2008 - Present

## Address:

City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service: Years:

Address: City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service: Years:

## Name of Client Entity: City of Opa Locka

Address: City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service: Years:

Name of Client Entity: Town of Surfside

Address: City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service: Years:

#### Name of Client Entity: City of Miami Gardens

1050 NW 163rd Drive Miami Gardens, FL 33169 Bernard Buxton-Tetteh Assistant Public Works Director bbuxton-tetteh@miamigardens-fl.gov (786) 279-1270 Two (2) Fixed Route Trolleys 2015 - Present

#### Name of Client Entity: City of Miami Springs

201 Westward Drive Miami Springs, FL 33166 Tammy Romero Assistant City Manager romerot@miamisprings-fl.gov (305) 805-5035 One (1) Fixed Route Bus 2008 - Present

12950 Lejeune Road Opa-Locka, FL 33054 **Owen Carney** Public Works Dept ocarney@opalockafl.gov (305) 953-2828 One (1) Fixed Route Bus 2011 - Present

9293 Harding Avenue Surfside, FL 33154 Duncan Tavares Assistant Town Manager dtavares@townofsurfsidefl.gov (305) 993-1066 One (1) Fixed Route Bus 2006 - Present



Name of Client Entity: City of North Miami Beach Address: City/State/Zip: Contact: Title: **Email Address:** Telephone: Type of Service: Years:

Address:

Contact:

Title:

Years:

City/State/Zip:

Email Address:

Type of Service:

Telephone:

17050 NE 19th Avenue North Miami Beach, FL 33162 Gadimi Hilton Transit Coordinator gadimi.hilton@citynmb.com (305) 948-3527 Three (3) Fixed Route Trolleys 2014 - Present

#### Name of Client Entity: Village of Pinecrest

12645 Pinecrest Parkway Pinecrest, FL 33156 Eduardo Pozas Administrative Servcies Manager epozas@pinecrest-fl.gov (305) 234-2121 One (1) Fixed Route Bus 2013 - Present

Address: City/State/Zip: Contact: Title: **Email Address:** Telephone: Type of Service: Years:

#### Name of Client Entity: Village of Miami Shores

10050 NE 2nd Avenue Miami Shores, FL 33138 Angela Dorney **Recreation Director** DorneyA@msvfl.gov (305) 758-8103 One (1) Fixed Route Bus 2013 - Present

#### Name of Client Entity: Broward County Transit

Address: City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service:

Years:

Address: City/State/Zip: Contact: Title: Email Address: Telephone: Type of Service:

#### Name of Client Entity: Memorial HealthCare Systems

Seven vehicles operate daily

1 N. University Drive, Suite 3100A

Plantation, Florida 33324

Community Transit Officer

Jacque-Ann Isaacs

jisaacs@broward.org

Contracted Routes -

(954) 357-7713

2014 - Present

3501 Johnson Street Hollywood, FL 33021 Gary Reiss **Director of Security** greiss@mhs.gov (954) 265-5697 Operated 23 buses to five remote parking lots 2006 - Present

Years:

Tab 4.2.9 - References



# **4.2.10 Minority/Women** (M/WBE) Participation







### 4.2.10 MINORITY/WOMEN (M/WBE) PARTICIPATION

N/A





# 4.2.11 Description of Capabilities and Experience





Operations and Maintenance of Community Shuttle Transit Service Bid 12439-815



#### 4.2.11 DESCRIPTION OF CAPABILITIES AND EXPERIENCE

#### Limousines of South Florida, Inc. Headquarters

**City of Fort Lauderdale** 

2766 NW 62<sup>nd</sup> Street Miami, Florida 33147

**Limousines of South Florida, Inc. (LSF Shuttle)** was established in 1984 in the State of Florida as a "C" Corporation, with the expectation of rapid expansion in the transportation industry providing service to Government entities.





### Local Business Tax Receipt

			20 THROUGH			
Business N	DBA: ame: LIMOUSIN	es of south f	LORIDA INC	Business Type	COURIER/TRAN COURIER/TRAN COURIER/TRAN	ISPORT/DLVRY/TOWIN MION SVCS)
Business Loca	ame: MARK LEVI ition: 2000 N S FT LAUDE none: 954-925-	TATE RD 7 RDALE	State/	usiness Opene County/Cert/Reg Exemption Cod	g:MC45	
Roo	oms	Seats	Employees 3	Machines	Profess	sionals
	Number of Machi		Vending Business Only	Vending Type		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
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City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service - Bid 12439-
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## **Corporate Resolution**

ISE	~
LSF SH	IUTTLE
CORPORATE RESOLUTION	MERICA COMPANY
Extracts from the Minutes of the March 4, 2014 Meeting of the Board of Dire Limousines of South Florida, Inc. (hereinafter referred to as "LSF").	ctors of
WHEREAS, the corporation wishes to participate in competitive procurement public co opportunities throughout the State of Florida; and,	ntracting
WHEREAS, to facilitate the preparation of bids and proposals in connection thereto, authorized representative may be appointed as having power to represent the corporation	a single
NOW THEREFORE, it has been resolved that LSF's Board of Directors hereby design following representative, whose signature shall be duly binding for LSF, and the Board expressly authorizes same to act as authorized representative for the purposes of submit requisite bids and/or proposals submitted on behalf of LSF:	d further
Mark Levitt, Vice President, LSF	
This resolution shall remain in effect until a written notice of modification from th of Directors is received by the public agency(ies) in receipt of bids and proposals su on behalf of LSF after March 4, 2014.	e Board bmitted
<b>CERTIFICATION AND DECLARATION</b>	
I, the undersigned, President of LSOF, attest and certify that:	
<ol> <li>The foregoing Resolution was adopted by the Board of Directors in compliance By-laws of the Corporation; and,</li> </ol>	with the
2. The foregoing Resolution is still in effect, and no provision not disclosed in writin	ng to the
public agency(ies) either restricts or limits it.	1.00
12 hh	
Bay Gonzalez, President Witness	
NOTARY	
Sworn and subscribed to before me, a Notary Public, this <u>4th</u> day of March, 2014, by Ray Gonzalez, President of & CEO of Limousines of South Florida, Inc. (LSF) ("Affiant") who () is personally known to me or () produced the following identification	S
Notary Public State of Florida George Lima My Commission EE 206529 Expires 09/07/2016 (Notary Public Seal)	
	766 NW 62nd Street Viami, Florida 33147
	Tel305.265.3302 Fax305.265.3303


Sunbiz Page 1 of 3 Detail by Entity Name DIVISION OF CORPORATIONS Flanda Department of State 1.10 Department of State / Division of Corporations / Search Reports / Search by Enlity Name / **Detail by Entity Name** Florida Profit Corporation LIMOUSINES OF SOUTH FLORIDA, INC. **Filing Information** Document Number M11337 FEI/EIN Number 59-2564092 02/14/1985 **Date Filed** State FL ACTIVE Status REINSTATEMENT Last Event 10/02/2014 Event Date Filed Principal Address 2766 NW 62 STREET MIAMI, FL 33147 Changed: 12/26/2013 Mailing Address 2766 NW 62 STREET MIAMI, FL 33147 Changed: 12/26/2013 Registered Agent Name & Address GONZALEZ, RENE 2766 NW 62 STREET MIAMI, FL 33147 Name Changed: 12/26/2013 Address Changed: 12/26/2013 Officer/Director Detail Name & Address Title PSEC GONZALEZ, RAYMOND 2766 NW 62 STREET MIAMI, FL 33147 Title VPTR http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=Entity... 11/9/2020







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## **SAM Registration**

Limousines of South Florida, Inc. has filed for a System for Award Management (SAM) registration and we have been trying to contact the Federal Government to provide the City of Fort Lauderdale with a current active status but have been unable to secure that SAM Registration status. We have attached a copy of our current communications with WWW.SAM.Gov and we are waiting for the CAGE Review team to get back to us. Please note that our communication has been ongoing since 11/13/20. LSF Shuttle or any of its affiliate companies have never been excluded from SAM Registration.

	View assistance for Entity Registrations -Existin	P Frank McBistranous
		-1
	-	
	Registration Details for Complete Record	Registration Details for Incomplete Record
	You do not have any previous registration records for this entity. Please select Update Entity from Registration Details for Incomplete Record to complete your entity registration.	Entity Name: Limousines Of South Florida. Inc. DUNS Number: 606070630 Address:
		2766 NW 62ND ST. MLAMI, FL 33147-7662 UNITED STATES Purpose of Registration: All Awards
		Registration Status: Draft Address Update Required: No
		Record is pending administrator review. If approved, you will be able to complete the registration.
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# **4.2.12 Subcontractors**







# 4.2.12 SUBCONTRACTORS

N/A



# **4.2.13 Required Forms**

- **Proposal Certification** 1.
- 2. **Cost Proposal Pages**
- **FTA Certifications** 3.
- 4. **Non-Collusion Statement**
- 5. Non-Discrimination Certification Form
- 6. Verification of Employment Status
- **Contract Payment Method** 7.
- 8. Sample Insurance Certificate
- System for Awards Management (SAM) 9.
- Active Status Page from Division of Corporations Sunbiz.org CAM #21-0076 10.
- W-9 for Proposing Firm 11.

13 p. 79 **4** 

Exhibit 4

ge 79 of 124





in accordar	nce with Flo	orida Statute §607	.1501 (visit http://w		us/).			
Company: (	(Legal Regi	stration) Limou	usines of South F	lorida, Inc.	EIN (C	Optional): 59	-2564092	2
Address:	2000 No	rth State Road	7					
City:		erdale Lakes		State:		Florida	Zip:	33313
Telephone No.	(954) 40	63-0845 FA	X No.		Emai	l: mle	evitt@los	f.us
otal Bid D	iscount <b>(se</b>	ection 1.05 of Ger	Purchase Order (se neral Conditions): SBE / WBE (sectio	N/A - But if	needed	, we can pro		on request
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VARIANCE competitive below all va variances w City does n t is hereby mark N/A. I Non The below instructions attachment contract if a signatory al espondent competitive presentation arising under Submitted to Mark I Name (p	S: If you ta a solicitation ariances co will be deen not, by virtu y implied th If submittin is signatory s, condition ts including approved by s direct, in a solicitation ns, or awai er any prov	11/10/2020 ake exception or h n you must specify ntained on other p ned to be part of the e of submitting a v at your response ng your response s, specifications a g the Specifications by the City and suc agrees, by virtue direct, incidental, on process, incluo rd proceedings ex islon of indemnification	No 6 nave variances to a y such exception of bages within your re- he response subm variance, necessar is in full compliance e electronically th e distribution of the addenda, legal adv addenda, legal adv addenda, legal adv s and fully unders the acceptance cover of submitting or att consequential, sp ding but not limited accept the amount of	Any term, conditor r variance in the esponse. Addition itted unless such rily accept any v ce with this com- rough BIDSYNA ving article(s) on vertisement, and tand what is rec- ers all terms, con- tempting to sub- recial or exempting to public adve- of Five Hundred protest ordinance	ion, spec space pr mal pages h is listed ariances. petitive s C you mu r services l condition quired. B mit a resp ary dama ritisemen Dollars (S e containe	s at the price as contained s at the price as contained y submitting s upperficat onse, that in ages, expense t, bid confere \$500.00). This	(s) and te in the bid/ this signe ions of this ences, site s limitation	Ince in the space provious cessary. No exceptions pace provided below. Tained in the below space thave variances, similar <b>Exception'' button</b> at the stated subject to proposal. I have readed proposal. I have readed proposal. I have readed proposal I will accept solid/proposal. The beshall the City's liability profits arising out of the visits, evaluations, conshall not apply to claimage.



## **SECTION VI - COST PROPOSAL PAGE**

Proposers Name:

Limousines of South Florida, Inc.

## Vehicle Inventory Scenario A

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

## Notes:

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

***Estimated Ar	nnual Fuel Costs	are for informational	purposes only.
-----------------	------------------	-----------------------	----------------

		Estimated # of Hours	Unit Price per Service Hour - (Including Fuel)	Extended Price	Estimated Annual Fuel Costs
Year 1		20,846	\$49.90	\$1,040,215.40	\$108,607.66
Year 2	First Term	20,846	\$55.00	\$1,146,530.00	\$108,607.66
Year 3		20,846	\$55.00	\$1,146,530.00	\$108,607.66
Year 4	2nd Term at the	27,934	\$65.00	\$1,815,710.00	\$145,536.14
Year 5	Option of the City	27,934	\$65.00	\$1,815,710.00	\$145,536.14
Year 6	3rd Term at the	37,341	\$70.00	\$2,613,870.00	\$194,546.61
Year 7	Option of the City	37,341	\$70.00	\$2,613,870.00	\$194,546.61
	TOTALS:			\$12,192,435.40	\$1,005,988.48

Submitted By:

Mark Levitt

Name (printed)

Signature

17-Nov-20 Date Vice President Title



## **SECTION VI - COST PROPOSAL PAGE**

**Proposers Name:** 

Limousines of South Florida, Inc.

## Vehicle Inventory Scenario B

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

#### Notes:

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

***Estimated	Annual Fue	Costs a	are for	informational	purposes only.
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		Estimated # of Hours	Unit Price per Service Hour - (Including Fuel)	Extended Price	Estimated Annual Fuel Costs
Year 1		20,846	\$49.90	\$1,040,215.40	\$112,776.86
Year 2	First Term	20,846	\$50.96	\$1,062,312.16	\$112,776.86
Year 3		20,846	\$51.92	\$1,082,324.32	\$112,776.86
Year 4	2nd Term at the	27,934	\$54.02	\$1,508,994.68	\$151,122.94
Year 5	Option of the City	27,934	\$54.02	\$1,508,994.68	\$151,122.94
Year 6	3rd Term at the	37,341	\$55.64	\$2,077,653.24	\$202,014.81
Year 7	Option of the City	37,341	\$55.64	\$2,077,653.24	\$202,014.81
	TOTALS:			\$10,358,147.72	\$1,044,606.08

Submitted By:

Mark Levitt

Name (printed)

17-Nov-20

Date

Signature

Vice President Title

> CAM#21-0076 Exhi**shuttle** Page 82 of 124

## **SECTION VI - COST PROPOSAL PAGE**

**Proposers Name:** 

Limousines of South Florida, Inc.

## Vehicle Inventory Scenario C

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

#### Notes:

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

\*\*\*Estimated Annual Fuel Costs are for informational purposes only.

		Estimated # of Hours	Unit Price per Service Hour - (Including Fuel)	Extended Price	Estimated Annual Fuel Costs
Year 1		20,846	\$53.77	\$1,120,889.42	\$173,855.64
Year 2	First Term	20,846	\$53.77	\$1,120,889.42	\$173,855.64
Year 3		20,846	\$53.77	\$1,120,889.42	\$173,855.64
Year 4	2nd Term at the	27,934	\$55.11	\$1,539,442.74	\$232,969.56
Year 5	Option of the City	27,934	\$55.11	\$1,539,442.74	\$232,969.56
Year 6	3rd Term at the	37,341	\$56.49	\$2,109,393.09	\$311,423.94
Year 7	Option of the City	37,341	\$56.49	\$2,109,393.09	\$311,423.94
	TOTALS:			\$10,660,339.92	\$1,610,353.92

Submitted By:

Mark Levitt Name (printed)

17-Nov-20

Date

Signature

Vice President Title

> CAM#21-0876 Exhi**shuttle** Page 83 of 124

## **SECTION VI - COST PROPOSAL PAGE**

**Proposers Name:** 

Limousines of South Florida, Inc.

### Vehicle Inventory Scenario D

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

#### Notes:

Attach a breakdown of costs including but not limited to labor, management and supervisory costs, equipment, materials and parts.

\*Unit Price Per Service Hour shall include fuel.

\*\*Below listed Estimated # of Hours are not assured and are estimated based on current planned route expansion.

\*\*\*Estimated Annual Fuel Costs are for informational purposes only.

\*\*\*City shall be responsible for the maintenance of the trams and trailers.

					And the second se
		Estimated # of Hours	Unit Price per Service Hour	Extended Price	Estimated Annual Fuel Costs
Year 1	1	2,808	\$66.68	\$187,237.44	N/A
Year 2	First Term	2,808	\$66.68	\$187,237.44	N/A
Year 3		2,808	\$66.68	\$187,237.44	N/A
Year 4	2nd Term at the Option of the City	2,808	\$66.68	\$187,237.44	N/A
Year 5		2,808	\$66.68	\$187,237.44	N/A
Year 6	3rd Term at the	2,808	\$66.68	\$187,237.44	N/A
Year 7	Option of the City	2,808	\$66.68	\$187,237.44	N/A
	TOTALS:			\$1,310,662.08	N/A

**Submitted By:** 

Mark Levitt Name (printed)

17-Nov-20

Date

Signature

Vice President

Title

CAM #21-0076 Exhi**shuttle** Page 84 of 124

	ark Levitt, Vice President, hereby certify
	(Name and title of official)
On beha	alf of Limousines of South Florida, Inc. that:
	(Name of Bidder/Company Name)
1.	No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2.	If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3.	The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
transa enterir Act of	rtification is a material representation of fact upon which reliance was placed when this ction was made or entered into. Submission of this certification is a prerequisite for making or ng into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure 1995). Any person who fails to file the required certification shall be subject to a civil penalty of s than \$10,000 and not more than \$100,000 for each such failure.
submit	dersigned certifies or affirms the truthfulness and accuracy of the contents of the statements ted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, are applicable thereto.
Name	of Bidder/Company Name Limousines of South Florida, Inc.
Туре о	r print nameMark Levitt, Vice President
Signatu	ure of authorized representative Date 11/17/2020
Cignati	ure of notary and SEAL

11/19/2020

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  - (1) Debarred,
  - (2) Suspended,
  - (3) Proposed for debarment,
  - (4) Declared ineligible,
  - (5) Voluntarily excluded, or
  - (6) Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  - (2) Violation of any Federal or State antitrust statute, or
  - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections
   2.a .d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - (1) Equals or exceeds \$25,000,
  - (2) Is for audit services, or
  - (3) Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:



	(1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 18	30
	and 1200, and (2) Assure that each lower tier participant in its Broject is not presently declared by a	
	(2) Assure that each lower tier participant in its Project is not presently declared by a Federal department or agency to be:	iny
	a. Debarred from participation in its federally funded Project,	
	b. Suspended from participation in its federally funded Project, c. Proposed for debarment from participation in its federally funded Project,	
	d. Declared ineligible to participate in its federally funded Project,	
	e. Voluntarily excluded from participation in its federally funded Project, or	
	f. Disqualified from participation in its federally funded Project, and	
Signature Page	e a written explanation as indicated on a page attached in FTA's TrAMS platform or the if it or any of its principals, including any of its first tier Subrecipients or its Third-Party a lower tier, is unable to certify compliance with the preceding statements in this roup.	
Certification		
Contractor	Limousines of South Florida, Inc.	
Signature of Au	uthorized Official Date 11/17 /	202
Name and Title	e of Contractor's Authorized Official Mark Levitt, Vice President	-

## Federal Transit Administration Third Party Contracting Guidance Request for Proposals

CITY receives operating and capital funding through the Federal Transit Administration (FTA). As CITY receives FTA funding, CITY will utilize CITY'S Procurement Policy which incorporates Federal Transit Administration's Third Party Contracting Guidance, FTA Circular 4220.1.F., as the basis for CITY transit service contract procurement.

I hereby certify by my signature below that I have read and understand this declaration regarding Federal Transit Administration Third Party Contracting Guidance:

- CITY will utilize FTA's Third Party Contracting Requirements, FTA Circular 4220.1.F., Competitive Proposals (Request for Proposals) procurement guidance;
- Per FTA Circular C 4220.1.F., Chapter VI., Section 3. Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 1. When Appropriate, Subsection (1)(c). Price Alone Not Determinative, that "... the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price:", that CITY is not bound to award CITY transit service contract to the lowest bidder;
- Per FTA Circular C 4220.1.F., Chapter VI., Section 3 Methods of Procurement, Part d. Competitive Proposals (Request for Proposals), Section 2. Procurement Procedures, Subsection f. Best Value, that "the recipient may award the contract to the Proposer whose proposal provides the greatest value to the recipient", that CITY is not bound to award CITY transit service contract to the lowest bidder.

NAME OF PROPOSER: Limousines of Second Secon	11 AM
AUTHORIZED REPRESENTATIVE TITLE:	Mark Levitt, Vice President
DATE:November 17, 2020	



	Buy America Certification
PRODUCTS (INCLUDI	ENTS OF STEEL, IRON, AND MANUFACTURED ING CONSTRUCTION CONTRACTS, MATERIALS ES, AND ROLLING STOCK ) OVER \$150,000
A. <u>S</u>	TEEL, IRON OR MANUFACTURED PRODUCTS
If this Contract or purchase order is manufactured products, the Bidder	valued in excess of \$150,000 and involves the procurement of steel, iron, or r or offeror hereby certifies that it:
X Will meet the requirements of	of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
	nts of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception ()(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.
B. BUSES, OTHER RO	OLLING STOCK, AND ASSOCIATED EQUIPMENT
	rements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11. rements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception (A), 5323(j) (2)(B), or 5823(j)(2)(D), and 49 CFR 661.7.
pursuant to 49 USC 5323(j)(2)( November 17, 2020	rements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception (A), 5323(j) (2)(B), or 5323(j)(2)(D), and 49 CFR 661.7. Authorized Signature Mark Levitt, Vice President
pursuant to 49 USC 5323(j)(2)( November 17, 2020	rements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception (A), 5323(j) (2)(B), or 5323(j)(2)(D), and 49 CFR 661.7. Authorized Signature Mark Levitt, Vice President Print Name and Title
pursuant to 49 USC 5323(j)(2)( November 17, 2020	rements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception (A), 5323(j) (2)(B), or 5323(j)(2)(D), and 49 CFR 661.7. Authorized Signature Mark Levitt, Vice President

CAM#21-0076 Exhi**shuttle** 

Page 89 of 124

## Drug and Alcohol Testing Program Compliance Certification

## FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.

The undersigned certifies that Contractor, and its Subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."<sup>1</sup>

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency (the Florida Department of Transportation), City, or County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports no later than February 15) to County via the City.

To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

November 17, 2020 (Date)

Authorized Signature

Mark Levitt, Vice President

Limousines of South Florida, Inc.

Name of Contractor

<sup>1</sup> The Federal Transit Administration (FTA) – mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA). Rev. 2/1/2017



BidSync

Pre-Award and Post-Delivery Audit Requirements Certification FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT OVER \$150,000 Check one: The Bidder hereby certifies that it will comply with the requirements of 49 USC 5323(j) (2)(C), Section Χ 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11. The Bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 as amended, and regulations in 49 CFR 661.7. November 17, 2020 Authorized Signature (Date) Mark Levitt, Vice President Print Name and Title Limousines of South Florida, Inc. Name of Contractor Note: This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at \$150,000. Rev. 2/1/2017

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Page 91 of 124

FOR ALL BUSES/ROLLING	STOCK PROCUREMENTS
This procurement is subject to the provisions of Section permission to bid, the following certification must be comp include the certification will not be considered.	pleted and submitted with the bid. A bid which does not
Transit Vehicle Manufactu	rer (TVM) CERTIFICATION
Limousines of South Florida, Inc. (Name of Firm) requirements of Section 26.49 of 49 CFR Part 26 by submitt fiscal year 2021 and have been approved or not disa (Date of Fiscal Year)	
Limousines of South Florida, Inc. hereby co	ertifies that the manufacturer of the transit vehicle
to be supplied <u>Champion Bus</u> (Name of Manufacturer)	has complied with the above- referenced
requirements of Section 26.49 of 49 CFR Part 26.	November 17, 2020
(Authorized Signature) Mark Levitt, Vice President Print Name and Title	(Date)
Company: Limousines of South Florida, Inc.	
Telephone No.: 954 463-0845	
Fax No.:	

CAM#21-0076 Exhi**shuttle** 

Page 92 of 124

#### Supplier Response Form

NON-COLLUSI	ON STAT	EMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale. FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

mievitt@losf.us Authorized Signature

Mark Levitt Name (Printed) mlevitt@losf.us Date

Levitt

Title

Please enter your password below and click Save to update your response. Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See <u>Electronic Signatures</u> in <u>Global and National Commerce Act</u> for more information.)

#### To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username mievitt@losf.us

Password

Save Take Exception Close

\* Required fields



	Citv of	f Fort	Lauderdale (	Operations ar	nd Maintenance	of C	community	Shuttle	Transit Service -	- Bid	12439-81	5
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## Supplier Response Form

#### CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

- The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
- The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

mlevitt@losf.us Authorized Signature Mark Levitt Vice President Print Name and Title

November 7, 2020 Date

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See <u>Electronic Signatures in Global and National Commerce Act</u> for more information.)

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By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username mlevitt@losf.us

Password .....

Save Take Exception Close

\* Required fields



Supplier Re	esponse Form
	E-VERIFY AFFIRMATION STATEMENT
RFP/Bid /Co	ntract No: RFP #12439-815
Project Desc	Operations and Maintenance of Community Shuttle Transit mption: Service
	roposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify erify the employment eligibility of.
	ersons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the of the Contract, and,
	persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform worl uant to the Contract.
The Contract E-Verify Sys	ctor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security tem during the term of the Contract is a condition of the Contract.
Contractor/F	Proposer/ Bidder Company Name: Limousines of South Florida, Inc.
Authorized (	Company Person's Signature: Mark Levitt
Authorized (	Company Person's Title: Vice President
Date: Nover	mber 7, 2020
Please be aw	your password below and click Save to update your response. are that typing in your password acts as your electronic signature, which is just as legal and binding as an original se <u>Electronic Signatures in Global and National Commerce Act</u> for more information.)
3) Upload exc	
Usemame m	levītt@losf.us
Password	
	Take Exception Close
* Required fi	elds



Page 95 of 124

## Supplier Response Form CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer.

MasterCard

Visa

Limousines of South Florida, Inc. Company Name

1.4.	Sel	Levitt	
IVIC	31 1	Levin	

Name (Printed)

November 7, 2020

Date

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See <u>Electronic Signatures in Global and National Commerce Act</u> for more information.)

mlevitt@losf.us

Vice President

Signature

Title

#### To take exception:

1) Click Take Exception.

2) Create a Word document detailing your exceptions.

3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username mlevitt@losf.us

Password .....

Save Take Exception Close

\* Required fields





City of Fort Lauderdale

Dity of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service – Bid 12439-815

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								MED EXP (Any one person)	\$ 5,000	
A		Y	- 1	850BW56477		03/01/2020	03/01/2021	PERSONAL & ADV INJURY	\$ 1,00	
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-	ANY AUTO							BODILY INJURY (Per person)	\$	
-	AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
-	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
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	RKERS COMPENSATION							PER STATUTE OTH- ER	\$	
	D EMPLOYERS' LIABILITY Y PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	s	
OF	FICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
If ye	es, describe under SCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
1										
Contract Notice v	TION OF OPERATIONS / LOCATIONS / VEHICLE t; # 19-3410-04R CFL and LSF will be given to the certificate holder as fc Fort Lauderdale is listed as an additional	llows:	30 da	ays notice of cancellation	and 10 day					
ERTIF	FICATE HOLDER			territe strengt	CANC	ELLATION				
	City of Fort Lauderdale				THE		ATE THEREOR	SCRIBED POLICIES BE CAN 7, NOTICE WILL BE DELIVER 7 PROVISIONS.		BEFORE
	100 N. Andrews Avenue				AUTHO	RIZED REPRESEN	TATIVE			
	Fort Lauderdale			FL 33301				How the		



CAM#21-0076 Exhi**shuttle**  City of Fort Lauderdale



## Dity of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service – Bid 12439-815

ACORD CEDT	IFICATE OF LI				·	DATE (MM/DD	
						10/8/20	_
THIS CERTIFICATE IS ISSUED AS A MATTER CERTIFICATE DOES NOT AFFIRMATIVELY O BELOW. THIS CERTIFICATE OF INSURANCE REPRESENTATIVE OR PRODUCER, AND TH	R NEGATIVELY AMEND, DOES NOT CONSTITUTI	EXTEND ( E A CONT	OR ALTER T	HE COVERA	GE AFFORDED BY THE	POLICIES	
IMPORTANT: If the certificate holder is an All If SUBROGATION IS WAIVED, subject to the	DDITIONAL INSURED, the terms and conditions of t	policy(ies he policy,	certain polic	cies may req	L INSURED provisions uire an endorsement.	or be endors A statement o	ed. n
this certificate does not confer rights to the c RODUCER	ertificate holder in lieu of	CONTAC NAME:					-
Global Affinity Managers, Inc		PHONE	10010 0	44-8395	FAX (A/C, No)		
909 Castle Point Terrace		ADDRES		balaffinityserv			
707 Cashe Folin Tellace		ADDRES			RDING COVERAGE		AIC #
Hoboken	NJ 07030	INCIDE	RA: Hartford	17			9682
ISURED	10 07050		RB: Hartford				9682
Limousines of South Florida, Inc; Tran	sportation America	INSURE					
2766 NW 62nd Street		INSURE					-
		INSURE	RE				
Miami	FL 33142	INSURE	RF:				
OVERAGES CERTIFICA	TE NUMBER:				<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES OF INSUI INDICATED. NOTWITHSTANDING ANY REQUIREMU CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, I EXCLUSIONS AND CONDITIONS OF SUCH POLICIE	ENT, TERM OR CONDITION O	F ANY CON BY THE PO	TRACT OR O	THER DOCUM RIBED HEREI	ENT WITH RESPECT TO W	HICH THIS	
TR TYPE OF INSURANCE INSU	POLICY NUMBER	R	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	s	
CLAIMS-MADE OCCUR					PREMISES (Ea occurrence)	\$	
					MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	
POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	_
OTHER:	_				COMBINED SINGLE LIMIT	\$	
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AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE			01/01/0000	01/01/0001	E.L. EACH ACCIDENT	\$ 1	,000,00
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If yes, describe under DESCRIPTION OF OPERATIONS below		_	_		E.L. DISEASE - POLICY LIMIT	\$ 1	,000,00
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City Of Fort Lauderdale 18 additional insured as respects to auto liability							
Bid/Contract # 19-3410-04R CFL and LSF							
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City Of Fort Lauderdale		THE	EXPIRATION [	DATE THERE	ESCRIBED POLICIES BE C DF, NOTICE WILL BE DELIV Y PROVISIONS.		FORE
		AUTIO		NTATAJE			
100NL Andrews Assess		AUTHOR	RIZED REPRESE	NIATIVE			
100N Andrews Avenue		Rob	ert-Isacsen	,			
100N Andrews Avenue 1 Fort Lauderdale FL 33301		Rob			CORD CORPORATION	All rights	CODIC

## **SAM Registration**

Limousines of South Florida, Inc. has filed for a System for Award Management (SAM) registration and we have been trying to contact the Federal Government to provide the City of Fort Lauderdale with a current active status but have been unable to secure that SAM Registration status. We have attached a copy of our current communications with WWW.SAM.Gov and we are waiting for the CAGE Review team to get back to us. Please note that our communication has been ongoing since 11/13/20. LSF Shuttle or any of its affiliate companies have never been excluded from SAM Registration.

	View assistance for Entity Registrations - Existin	g Eufity Registrations
		-1
	2	· ,
	Registration Details for Complete Record	Registration Details for Incomplete Record
	You do not have any previous registration records for this entity. Please select Update Entity from Registration Details for Incomplete Record to complete your entity registration.	Entity Name: Limousines Of South Florida, Inc. DUNS Number: 606070830 Address: 2766 NW 62ND ST. MLANI, FL 33147-7662 UNITED STATES
		Purpose of Registration: All Awards Registration Status: Draft Address Update Required: No
		Record is pending administrator review. If approved, you will be able to complete the registration.
GSA That is constructioned		Search Ferrirdi: Studiamany VAP415 gov. Data Accesse: Accessedulity: USA gov/IAL Choia Storm: Privary Folm (GA.gov Alcost Holy
Update t	nis question	Contact the Federal Service Desk
	nis question	Contact the Federal Service Desk Hwrs of Operation Monday - Friday 8 a.m. to 8 p.m. ET
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Exhi**shuttle** 

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Department of State / Division of	Corporations / Search Records / Search by Enlity Name /	
Detail by Entity		
Florida Profit Corporatio		
LIMOUSINES OF SOUT	H FLORIDA, INC.	
Filing Information		
Document Number	M11337	
FEI/EIN Number	59-2564092	
Date Filed	02/14/1985	
State	FL	
Status	ACTIVE	
Last Event	REINSTATEMENT	
Event Date Filed	10/02/2014	
Principal Address		
2766 NW 62 STREET		
MIAMI, FL 33147		
Changed: 12/26/2013		
Mailing Address		
2766 NW 62 STREET		
MIAMI, FL 33147		
Changed: 12/26/2013		
Registered Agent Name	Address	
GONZALEZ, RENE	x Address	
2766 NW 62 STREET		
MIAMI, FL 33147		
Name Changed: 12/26/2	2013	
Address Changed: 12/2	5/2013	
Officer/Director Detail		
Name & Address		
Title PSEC		
GONZALEZ, RAYMON	)	
2766 NW 62 STREET		
MIAMI, FL 33147		
Title VPTR		
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Florida Department of State		DIVISION OF CORPORATIONS
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		EG&docnum=G15000037817&rdoc 11/9/2020



	W-9 December 2014) ment of the Treasury Revenue Service	Request fo	or Taxpayer ber and Certifie	cation	Give Form to the requester. Do no send to the IRS.	
	1 Name (as shown on y	your income tax return). Name is required on this line;	do not leave this line blank.	-		
	Limousines of South Florida, Inc.     Business name/disregarded entity name, if different from above					
ige 2.						
Specific Instructions on page	Individual/sole prop single-member LLC	ox for federal tax classification; check only <b>one</b> of the prietor or I C Corporation S Corpora C npany. Enter the tax classification (C=C corporation, S	tion Partnership Trust/estate certa instru E=S corporation, P=partnership) ►		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)	
struc	Note. For a single- the tax classificatio	member LLC that is disregarded, do not check LLC; on of the single-member owner	check the appropriate box in	the line above for	Exemption from FATCA reporting code (if any)	
ů.	Other (see instruction	ons) ►			(Applies to accounts maintained outside the U.S.	
Specific		eet, and apt. or suite no.)	Requester's name and ad		and address (optional)	
	2766 N.W. 62 Stree 6 City, state, and ZIP co					
See	Miami, FL 33147	Jde				
	7 List account number(s	s) here (optional)				
Par	t I Taxpayer	Identification Number (TIN)				
side ntitie N or ote.	nt alien, sole proprieto s, it is your employer io page 3.	ividuals, this is generally your social security nu r, or disregarded entity, see the Part I instruction dentification number (EIN). If you do not have a set than one name, see the instructions for line r to enter.	ons on page 3. For other number, see How to get	a or	Identification number	
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-	penalties of perjury, I					
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Thm	City of Fort Lauderdale • Procurement Services Division 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301 954-828-5933 Fax 954-828-5576 purchase@fortlauderdale.gov	
-	ADDENDUM NO. 1	
	RFP/ ITB No. 12439-815 TITLE: Operations and Maintenance of Community Shuttle Transit Service	
	ISSUED: 10/15/2020	
	This addendum is being issued to make the following change(s):	
	<ol> <li>Extending Last Day for Questions from 10/20/2020 to 11/10/2020</li> <li>Extending Bid Due Date from 10/28/2020 to 11/18/2020</li> <li>Sections 1.6, 2.34, and 3.2 A Contract Commencement Date changed to February 15, 2021</li> <li>Section 3.1 Purpose has been updated</li> <li>Section 3.2 F Vehicle Inspection and Maintenance has been updated</li> <li>Section 3.5 A VEHICLES Fleet Performance Reporting has been updated</li> <li>Section 3.5 F (j) VEHICLES Vehicle Operators Notes Section has been updated</li> <li>Section 4.2.13 – 3. FTA Certifications has been updated</li> <li>Exhibit B Service schedules, Routes and Maps has been updated.</li> <li>Exhibit C has been updated:         <ul> <li>a. Scenarios A, B and C have changed</li> <li>b. Scenario D has also been added</li> <li>Section 1.3 Electronic Bid Openings has been updated.</li> </ul> </li> <li>All other terms, conditions, and specifications remain unchanged.</li> </ol>	
	Laurie Platkin Senior Procurement Specialist	
	Company Name: Limousines of South Florida, Inc.	
	Date: November 17, 2020	



CAM#21-0076 Exhi**shuttle** 

Page 104 of 124

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	ADDENDUM NO. 2	
	Abbenbom No. 2	
	RFP/ ITB No. 12439-815 TITLE: Operations and Maintenance of Community Shuttle Transit Service	
	ISSUED: 10/22/2020	
	This addendum is being issued to make the following change(s):	
	<ol> <li>Section 2.25 Insurance Requirements updated.</li> <li>a. Auto Physical Damage added</li> </ol>	
	b. Garage Liability removed	
	2. Section 4.2.13 Required Forms – #2 Cost Proposal Pages section updated	
	3. Section 5.2.2 Weighted Criteria - Cost portion updated. Scenarios A-D given	
	weighted percentages for each.	
	All other terms, conditions, and specifications remain unchanged.	
	Laurie Platkin	
	Senior Procurement Specialist	
	Company Name: Limousines of South Florida, Inc.	
	(please print)	
	Bidder's Signature:	
	Date: November 17, 2020	

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CAM#21-0076 Exhi**shuttle** 

Page 105 of 124



MILLE	City of Fort Lauderdale • Procurement Services Division 100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301 954-828-5933 Fax 954-828-5576 purchase@fortlauderdale.gov	
	ADDENDUM NO. 3	
	RFP/ ITB No. 12439-815 TITLE: Operations and Maintenance of Community Shuttle Transit Service	
	ISSUED: 11/5/2020	
Thi	s addendum is being issued to make the following change(s):	
2.	Scenario D – Cost Proposal Page - Updated Section 3.19 City's Services (C): Change to "The City shall lease to Contractor eleven (11) wheelchair accessible, passenger vehicles," – Revised uploaded Section 5.1.2 Updated	
All	other terms, conditions, and specifications remain unchanged.	
	rie Platkin nior Procurement Specialist	
Cor	npany Name: Limousines of South Florida, Inc. (please print)	
Bid	der's Signature	
Dat	e:November 17, 2020	

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## **ADDENDUM NO. 4**

RFP/ ITB No. 12439-815 TITLE: Operations and Maintenance of Community Shuttle Transit Service

ISSUED: 11/10/2020

This addendum is being issued to make the following change(s):

1. Scenario D - Revised and Uploaded Scenario D - Cost Proposal Page 111020

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin Senior Procurement Specialist

Company Name:	Limousines of South Florida, Inc.
Bidder's Signature:	(please print)
Date: Novembe	r 17, 2020







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ADDENDUM NO. 6

RFP/ ITB No. 12439-815 TITLE: Operations and Maintenance of Community Shuttle Transit Service

## ISSUED: 11/13/2020

This addendum is being issued to make the following change(s):

- 1, Updated 2.23.1 from:
  - 2.23.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of <u>five percent</u> (5%) of the total proposed amount. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

## Now reads as follows:

2.23.1 A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of <u>five percent</u> (5%) of the total proposed First Term (Years 1, 2 & 3) amount of the highest offer submitted for either Scenario A, B, C or D. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin Senior Procurement Specialist

Company Name: Limousines of South Florida, Inc.
(please print)
Bidder's Signature:
Date: November 17, 2020
Dity of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service – Bid 12439-815

Copy of Bid Bond attached, Original will be delivered to City of Fort Lauderdale Procurement Services Division.

# Document A310<sup>™</sup> – 2010

Conforms with The American Institute of Architects AIA Document 310

# Bid Bond

#### CONTRACTOR:

(Name, legal status and address) Limousines of South Florida, Inc.

2000 North State Road 7 Lauderdale Lakes, FL 33313

#### OWNER:

(Name, legal status and address) City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301

#### SURETY:

(Name, legal status and principal place of business) Argonaut Insurance Company PO Box 469011 San Antonio, TX 78246 State of Inc: Illinois

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid for the first three year term (5% of Amount Bid for the first three year term)

#### PROJECT:

(Name, location or address, and Project number, if any)

Operations and Maintenance of Community Shuttle Transit Service - RFP #: 12439-815 Fort Lauderdale, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of November	r , 2020	-
may	Limousines of Sputh Florida,	Inc
(Witness)	(Principal)	> (Seal)
	(Title)	
( ) ) ( )	Argonaut Insurance Comp	pany
(Witness) Donna Orange	(Surety)	(Seal)
( and a change	(Title) Dana L. McCaskey, Attorney	y-in-Fact

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BidSync

City of Fort Lauderdale Operations and Maintenance of Community Shuttle Transit Service - Bid 12439-815



11/19/2020

BidSync

Page 110 of 124





Limousines of South Florida, Inc.

2000 North State Road 7, Lauderdale Lakes, Florida 33313 • Mark Levitt • mlevitt@losf.us <sup>CAM#41</sup>487,0845

#### CITY OF FORT LAUDERDALE GENERAL CONDITIONS

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

#### PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS: It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantage persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

#### City of Fort Lauderdale

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian. HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race. NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians. ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised. Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria,

Rev. 2/2020

Page 1

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

#### Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID - a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER - Person or firm submitting a Bid.

PROPOSER - Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER - Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR - Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT - All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT - A firm providing professional services for the city.

CAM #21-0076 Exhibit 4 Page 113 of 124 p. 113 2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

#### PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- **3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

Rev. 2/2020

Page 2

- 3.10 LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder 's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award

 $The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances? nodeid=coor_ch2ad_artvff_div2pr_s2-182direpr$ 

#### PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions for faithful

#### City of Fort Lauderdale

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020	Page 3
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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
  - Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and 5.08 indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work compland #2th 0976 faction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

- 1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
  - 1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  - 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  - 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and ageinst from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

#### 5.20 PUBLIC RECORDS:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

- 1. Keep and maintain public records required by the City to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Rev. 2/2020

Page 5

#### **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

**RELATIONSHIPS** 

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

mlevitt@losf.us Authorized Signature **Levitt** Title

Mark Levitt Name (Printed) mlevitt@losf.us Date

# CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

- 1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
- 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

mlevitt@losf.us Authorized Signature Mark Levitt Vice President Print Name and Title

November 7, 2020 Date

# **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard

🗆 Visa

**Limousines of South Florida, Inc.** Company Name

Mark Levitt Name (Printed)

November 7, 2020 Date mlevitt@losf.us Signature

Vice President Title

# **E-VERIFY AFFIRMATION STATEMENT**

### RFP/Bid /Contract No: RFP #12439-815

## Project Description: Operations and Maintenance of Community Shuttle Transit Service

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Limousines of South Florida, Inc.

Authorized Company Person's Signature: Mark Levitt

Authorized Company Person's Title: Vice President

Date: November 7, 2020

9/15/2020

# Laurie Platkin

From:	Mark Levitt <mlevitt@losf.us></mlevitt@losf.us>
Sent:	Tuesday, December 22, 2020 12:53 PM
То:	Laurie Platkin
Subject:	[-EXTERNAL-] RE: 12439-815 - Operations and Maintenance of Community Shuttle Transit Service - Additional Questions LSF

### Laurie,

Limousines of South Florida, Inc. can provide the City of Fort Lauderdale with a user-friendly interface that will be password-protected and the City Staff will have access to the dashboard that will work with our proprietary existing TA Scheduler software. The information will be accomplished by using our TA Scheduler software along with tablets that will be installed in each vehicle. The dashboard will display user-selected performance measure graphs or trends from the first day of the service and will be filtered or adjusted by the user depending on analytical needs. We will have our development team work with the City Staff to customize the dashboard to include the city's requirements. Our development team will also work with the city to migrate historical data into a format compatible with this dashboard. This dashboard can be up and ready by April 30, 2021.

Just as a point of reference, our development team is in-house and works exclusively for Transportation America and Limousines of South Florida, Inc. They have many years of experience in developing transportation related programs including our own scheduling software. Currently, our software is utilized in several municipalities in Miami-Dade County where we are collecting data thru GPS and our tablets are recording passenger counts by stop.

If you need any additional information or clarification, please feel free to contact me at any time.

Respectfully,

Mark

Mark Levitt, Vice President Limousines of South Florida, Inc. 2000 North State Road 7 Lauderdale Lakes, Florida 33313

(954) 463-0845



From: Laurie Platkin [mailto:LPlatkin@fortlauderdale.gov]
Sent: Monday, December 21, 2020 10:41 AM
To: Mark Levitt
Subject: 12439-815 - Operations and Maintenance of Community Shuttle Transit Service - Additional Questions LSF
Importance: High

Good morning, Mark. I hope you had a pleasant weekend.

The review committee met after presentations Friday to further deliberate. There were several questions raised that need answers. Below are the questions:

• Due to the long-term nature of this Contract, the City is looking for a vendor that is receptive to innovative procedural changes, strategies and data-driven operations. The City wants a Dashboard solution, not Excel reporting. Will LSF be able to provide the Dashboard as required in Section 3.17 of the RFP?

Kindly have your answer to me no later than noon on Tuesday the 22<sup>nd</sup>.

Thank you, Laurie

Laurie D. Platkin, CPPB | Senior Procurement Specialist City of Fort Lauderdale | Procurement Services Division 100 N. Andrews Ave., Suite 619 | Fort Lauderdale FL 33301 P 954-828-5138 | F 954-828-5576 | <u>Iplatkin@fortlauderdale.gov</u> INTEGRITY – COMPASSION – ACCOUNTABILITY – RESPECT – EXCELLENCE