Memorandum

MIAMI-DADE COUNTY

Date: May 5, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)(F)

From: Carlos Alvarez
Mayor

George M. Burgess
County Manager

Subject: Recommendation for Approval to Award Contract No. FP-7038R/JWW: 60ft Hybrid Buses

This package, listed as Agenda Item 3GG on the April 15, 2009 Transit, Infrastructure and Roads Committee meeting agenda, was amended to change the payment terms in Appendix A, No. 2, page 9 of 62 from Net 30 days after Bus Acceptance to payment made in accordance with the Price Schedule in Appendix C, and to add the Price Schedule, as read into the record, to Appendix C, page 47 of 62.

RECOMMENDATION

It is recommended that the Board of County Commissioners waive formal competitive bidding and approve award of the referenced contract to New Flyer Industries, Inc. to purchase 25 sixty foot diesel/electric hybrid mass transit buses, associated tools, and training. Said waiver of formal competitive bidding is in the best interest of Miami-Dade County. Sixteen buses will be used for the I-95 Managed Lanes Project and nine will be used for the Kendall Bus Rapid Transit Project. Miami-Dade Transit is transitioning their bus fleet to hybrid buses in order to benefit from the environmental and energy efficiencies resulting from the use of hybrids.

CONTRACT NO:	FP-7038R/JWW
CONTRACT TITLE:	60 Foot Hybrid Buses
CONTRACT AMOUNT:	$21,585,000
FUNDING SOURCE:	Federal Transit Administration Urban Partnership $13,845,000 Florida Department of Transportation $3,870,000 Transit Surtax $3,870,000
METHOD OF AWARD:	This contract is being awarded as a bid waiver. Washington Metropolitan Area Transit Authority issued a Request for Proposals and awarded a competitive contract to New Flyer of America, Inc. Miami-Dade County is using the results of that competition to award this contract with certain modifications required to deploy the buses.

VENDORS RECOMMENDED FOR AWARD:

Vendor	Address	Principal
New Flyer of America, Inc. (Non-local vendor)	711 Kernaghan Ave. Winnipeg, Manitoba, Canada R2C 3T4	Paul Smith

PERFORMANCE DATA: There are no performance issues with the recommended vendor.

COMPLIANCE DATA: There are no compliance issues with the recommended vendor.

CONTRACT MEASURES: No measure – Bid Waiver

LIVING WAGE: The Living Wage Ordinance does not apply.

USER ACCESS PROGRAM: The User Access Program provision does not apply.

LOCAL PREFERENCE: Not applicable – Bid Waiver

PROJECT MANAGER: Janice Walters, Department of Procurement Management

Carlos Delgado, Miami-Dade Transit

ESTIMATED CONTRACT COMMENCEMENT DATE: Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor; and approval by the Citizen's Independent Transportation Trust.

DELEGATED AUTHORITY: If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

BACKGROUND

Authorization is requested to waive the competitive bidding requirements to award a contract to purchase 25 diesel/electric hybrid buses. This contract will be utilized to procure 25 sixty foot low floor hybrid diesel/electric buses, associated tools, and training. Hybrid buses are more cost effective over the life cycle compared to standard clean diesel technology buses. Savings are achieved through reduced fuel consumption and lower maintenance costs. Hybrid buses also reduce harmful exhaust emissions.

Washington Metropolitan Area Transit Authority (WMATA) awarded a contract following a competitive Request for Proposals process for an initial order for 203 hybrid buses, which included 22 sixty foot articulated transit buses. Proposals for the sixty foot buses were received from North American Bus Industries and New Flyer of America. The final technical and price evaluations determined that New Flyer Industries of America received the best technical evaluation and offered the best overall pricing.

The contract was awarded to New Flyer Industries of America on November 19, 2007. Miami-Dade County is accessing the results of that competition with certain modifications.

The WMATA contract includes language required by the Federal Transportation Administration, including Buy America requirements. The County will be using federal and State of Florida grant funds as well as Transit Surtax proceeds to purchase the buses. The County will be accessing the WMATA contract as a bid waiver because of negotiated modifications to bus component requirements. The modifications required by Miami-Dade Transit include color scheme, camera system, radio system, and LED lighting and have resulted in changes in pricing.

This contract will allow for 16 buses to be procured for the "I-95 Managed Lanes" and nine buses for the Kendall Bus Rapid Transit Projects. The "I-95 Managed Lanes" is a new inter-county service route that will offer service along the I-95 corridor to Downtown Miami from Broward County Park and Ride Lots at Broward Blvd. and Sheridan Street. This component is 100% funded through the Federal Transit Administration Urban Partnership. The Kendall Bus Rapid Transit is a service route replacing the existing Kendall Area Transit route that offers 9.5 miles of service from Dadeland North Metrorail Station to SW 167th Avenue along SW 88 Street (Kendall Drive). This Project is funded with the Florida Department of Transportation Transit Regional Incentive Program and local matching funds.

Accessing the results of the competitively established WMATA contract will reduce the County's cost for hybrid buses and allow the expedited deployment of environmentally friendly hybrid technology. Expedited deployment will reduce emissions and maintenance costs associated with operating the older buses. The negotiated price of the buses based on the competed WMATA contract represents the best value to the County in terms of reduced procurement cycle times from scope development to award of the contract, as well as, price comparisons based on market research.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: May 5, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(F)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

✓ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(F)
5-5-09

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A CONTRACT TO PURCHASE 25 SIXTY FOOT DIESEL/ELECTRIC HYBRID MASS TRANSIT BUSES IN THE AMOUNT OF $21,585,000.00 FOR MIAMI-DADE TRANSIT; AUTHORIZING USE OF CHARTER COUNTY TRANSIT SYSTEM SURTAX; WAIVING THE REQUIREMENTS OF SECTION 5.03 (D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE MIAMI-DADE COUNTY CODE PERTAINING TO COMPETITIVE BID PROCEDURES, BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE OPTIONS-TO-RENEW ESTABLISHED THEREUNDER

WHEREAS, this Board finds it to be in the best interest of Miami-Dade County to waive formal bid procedures in this instance; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the award of a contract to purchase 25 sixty foot diesel/electric hybrid mass transit buses in the amount of $21,585,000.00 for Miami-Dade Transit and authorizes the County Mayor or County Mayor's designee, to exercise options-to-renew established thereunder.

Section 2. This Board authorizes award of this contract as a Bid Waiver because of negotiated changes to bus component requirements.

Section 3. This Board authorizes the waiver of formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the County Code by two-third (2/3s) vote of the Board members present.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2009. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Memorandum

MIAMI-DADE COUNTY

Date: March 26, 2009

To: Bruce Libhaber
Assistant County Attorney
County Attorney's Office

From: Janice Walters
Procurement Contracting Officer
Department of Procurement Management

Subject: Request for Legal Review
RFP-FP-7038R/JWW

Please review the attached Letter of Agreement (LOA) to purchase Hybrid Buses from New Flyer Industries. The County is accessing a competitive contract from Washington Metropolitan Area Transit Authority (WMATA).

If you have any questions, please contact me at (305) 375-1416. Thank you for your attention to this matter.

Reviewed By: Bruce Libhaber

Signature: Bruce Libhaber

Date: March 26, 2009

Attachments

March 26, 2009

Mr. Paul Smith
Executive V.P. Sales and Marketing
New Flyer of America Inc.
711 Kernaghan Avenue
Winnipeg, Manitoba, Canada R2C 3T4

Re: WMATA Contract FP-7038R/JWW

Dear Mr. Smith:

Miami-Dade County, hereinafter referred to as the County, is accessing the above referenced contract with New Flyer of America Inc., hereinafter referred to as the Contractor, to purchase (25) 60' Heavy Duty Hybrid Diesel-Electric Bus Rapid Transit (BRT) Articulated Buses and associated tools, equipment and training for the Miami-Dade Transit Department. Prior to issuing a purchase order, the County requires acceptance of the following requirements:

1) The Contractor shall provide products and services to the County in accordance with requirements specified in Contract # RFP-FP-7038R/JWW and all associated amendments; except for the changes specified in this Letter of Agreement, hereinafter referred to as the Agreement.

2) The County's changes to the contract provisions and specifications in the above referenced contract are specified in Appendix A to this Agreement.

3) The Contractor shall deliver the buses and associated products and services in accordance with the delivery schedule specified in Appendix B to this agreement.

4) The Contractor shall be paid in accordance with Appendix C to this agreement.

5) Order of Preference: If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) this Letter of Agreement dated March 26, 2009 and all appendices herein 2) WMATA Contract documents incorporated herein by reference.

   WMATA Contract documents consist of the following:

   a) Request For Proposal – FP-7038R/JWW dated January 22, 2007 and any associated addenda and attachments thereof.
   b) New Flyer of America's technical proposal dated May 28, 2007 and revised price proposal dated August 31, 2007.
   c) New Flyer of America's technical proposal dated May 28, 2007 and revised technical proposal dated August 9, 2007.
   d) New Flyer of America's letter dated September 13, 2007 and October 24, 2007 regarding 2008 pricing for the 2009 buses and spares.

e) Compliance with the Purchasers Requirement Certification (Part 66327-FTA requirement)
f) Compliance with Federal Motor Vehicle Safety Certification Requirements.
g) Altoona Test Requirements Report for Hybrid Diesel/Electric BRT style bus is incorporated by reference and is not included herein.
h) Pre-Award Buy America Audit Certification and Buy America Certification

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

7) NOTICE TO PROCEED (NTP)

The Contractor shall not proceed with the construction of any buses or equipment, nor shall the County be liable for any costs incurred, until the Notice to Proceed has been issued by the County for the specified equipment.

8) NOTICE REQUIREMENTS

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

(i) **<u>to the County</u>**

a) to the Project Manager:

Miami-Dade County
Transit Department
3300 NW 32nd Avenue
Miami, FL 33142
Attention: Carlos Delgado
Phone: 305-637-3709
Fax: 305-637-3719

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(ii) **<u>To the Contractor</u>**

New Flyer of America Inc.

711 Kernaghan Avenue
Winnipeg, Manitoba, Canada R2C 3T4

Attention: Paul Smith, Executive V.P Sales & Marketing
Phone: 204-224-1251 ext. 379
Fax: 204-224-4214
E-mail: paul_smith@newflyer.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

9) Insurance Requirements: The Contractor shall provide insurance certificate as per the requirements specified in the WMATA contract. Miami-Dade County must be shown as additional insured with respect to General Liability. The mailing address of Miami Dade County, 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.

10) This agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment approved by the County and executed by the Contractor.

11) PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in accordance with Appendix C, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract and/or issuance of NTP shall be at the Contractor's risk and expense.

Notwithstanding anything to the contrary herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date hereof, such price adjustment shall be negotiated in good faith by MDT and the Contractor. MDT acknowledges that new and more stringent federal emissions standards have been legislated to be phased in over a period ending in 2010, and that there are no engine manufacturers currently selling a 2010 emission-compliant engine. MDT agrees that a price adjustment in respect of the purchase of 2010 emission-compliant engines may be required to be negotiated by the parties.

12) METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County after Final Acceptance by the County, upon invoices certified by the Contractor pursuant to Appendix C – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

The County will not release final payment for any hybrid bus(es) until the Final Acceptance by the County as specified herein, Appendix A, item #36. All payments shall be made as provided herein less any amounts for damages in accordance with Appendix A, item #1.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Transit Department
3300 NW 32nd Avenue
Miami, FL 33142

Attention: Carlos Delgado

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

13) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Agreement. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

14) VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

15) SURVIVAL

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

16) Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement.

Contractor

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

Attachments:
Appendix A: Miami Dade County Changes to the WMATA RFP
Appendix B: Delivery Schedule
Appendix C: Price Schedule
Appendix D: Miami Dade County Affidavits
Appendix E: FTA Affidavits
Appendix F: Miami Dade County Color and Graphics Schematics
Appendix G: Seating Layout

APPENDIX A

Miami Dade Changes to Washington Metropolitan Area Transit Authority (WMATA)
RFP-FP-7038R/JWW

The WMATA Contract documents include RFP-FP-7038/JWW including any revisions via addendum or amendments. Miami Dade County's changes to the WMATA RFP are listed below. Any reference to RFP sections in the WMATA Contract documents are hereby changed to the amended language below.

1) Section 2.3 Delivery and Title: Delete the language under this section and replace with the following:

2.3 Delivery, Title and Liquidated Damages (Revised)

2.3.1 Delivery of Spare Parts and Ancillary Equipment
Delivery of the spare parts and ancillary equipment listed in Appendix B, Delivery Schedule, shall be delivered in the quantities authorized by each NTP before or at the time the last bus is delivered.

2.3.2 Bus Delivery Procedure
The County's designated agent, General Superintendent of MDT Metrobus Maintenance or his designee will sign the delivery confirmation and at the point of delivery conduct a cursory inspection of the bus. Delivery of the buses shall be F.O.B. point of destination by either Common Carrier Driveway or Rail Transportation. The buses shall be delivered at a rate not to exceed five (5) buses per day Monday through Friday, (excluding holidays). Hours of delivery shall be 7:30 a.m. through 3:00 p.m. EST. Delivery shall be made to the following address:

Miami-Dade Transit.
Metrobus Maintenance Administration
3295 NW 31 Street Miami, Florida 33142
Miami, Florida 33142

2.3.3 Delivery of As-built Drawings
The Contractor shall provide 1 set of as-built drawings of buses delivered as per Appendix B. Subsequent Notice to Proceeds that did not incur a change in bus design do not require as-built drawings.

2.3.4 Delivery of Production Buses
Prior to the time of delivery, the Contractor will be required to produce the following documents:

1. Manufacturer's statement of origin made out to Miami-Dade County, Florida, 2225 N.W. 72 Avenue, Miami, Florida 33122.

2. Warranty Certifications.

All documents mentioned above are to be delivered to or hand carried to the Chief of Maintenance Support Services or designee, 3311 N.W. 31st Street, Miami, Florida 33142.

2.3.5 Assumption of Risk of Loss

MDT shall assume the risk of loss of the bus upon delivery. Prior to this delivery the Contractor shall have risk of loss of the bus, including any damages sustained during delivery. If the common carrier drive away delivery method is used, drivers shall keep a maintenance log in route and it shall be delivered to MDT with the bus.

2.3.6 Liquidated and Compensatory Damages for Late Delivery of Transit Buses

If the Contractor fails to deliver the unit(s) within the time (delivery schedule) specified in Appendix B, Delivery Schedule, it is understood and the Contractor agrees that the amount of $150 per unit per calendar day to a maximum ten thousand ($10,000.00) per unit may be deducted by the County from monies due the Contractor for each intervening calendar day of Late Delivery, not as a penalty, but as liquidated damages. The County will not assess liquidated damages as long as the delivery of the 25 buses is within 30 days of the scheduled delivery date.

Late delivery of buses received on a Monday or the first work day following a holiday will not be assessed liquidated damages for the prior weekend or holiday.

The Contractor shall not be liable for any Liquidated or Compensatory Damages if performance failure arises out of causes beyond the control and without the fault or negligence of the Contractor including but not limited to acts of nature, war, fires, floods, trade embargo, strikes, freight embargo etc. Should a performance failure occur, the Contractor shall notify the Project Manager in writing and submit proof of the circumstances for non-performance in accordance with Sections 2.3.4.2 and 2.3.4.3 below. Immediately following the resolution of circumstances responsible for non-performance, the Contractor must re-negotiate delivery schedule with the County.

2.3.7 Notification of Delay

The Contractor shall notify the Project Manager as soon as the Contractor has, or should have, knowledge that an event has occurred, which will delay deliveries. Within five (5) calendar days, the Contractor shall confirm such notice in writing furnishing all available details.

2.3.8 Request for Extension of Time Due to Unavoidable Delays

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the Project Manager to make a decision on any Requests for Extension. The Project Manager shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Project Manager will notify the Contractor of the decision in writing.

2.3.9 Payment of Damages

The Contractor hereby agrees to pay the liquidated and compensatory damages, and not by way of penalty, to County and further authorizes the County to deduct the amount of the damages from money due the Contractor under the Contract, computed as aforesaid. If the monies due the Contractor are insufficient to cover the amount due and owing to the County, the Contractor shall pay the County the difference or the entire amount, whichever may be the case, within thirty (30) calendar days after receipt of a written demand by the County.

Interest at the rate of 1.0% per month (12% per annum) may be added to the amount of damages which are unpaid thirty (30) calendar days after receipt by the Contractor of a written demand by the County. The County, at its sole discretion, may in some cases allow damage payments to be made later than is stated above. Doing so shall not be considered as a waiver on the part of the county of any rights under this Contract.

2) Section 2.4, Delete this section in its entirety and replace with the following:

~~Payment is due Net 30 days after Bus Acceptance.~~

Payment shall be made in accordance with the Price Schedule in Appendix C.

3) Section 5.1.4 Legal Requirements: Add the following paragraph to this section:

All buses shall comply with the most current revision of Florida Department of Transportation (FDOT) Rule 14-90 and most current revision of DOT Part 38 – ADA Accessibility Specifications for Transportation Vehicles (Code of Federal Regulations: Title 49, Volume 1).

4) Section 5.2.6 Engine: Add the following language to the third paragraph:

KP Series is a Miami Dade Transit requirement for engine and transmission oil sampling.

5) Section 5.2.7.2.1 Service: Delete the requirement for hour meter.

6) Section 5.2.7.2.1(e) (Attachment 5.6 Attachments to Part 5, Technical Specifications): Delete the Spinner II Model 76E filter requirement.

7) 5.2.7.2.3 Hydraulic Systems: Add the following paragraph to this section:

Hydraulic reservoir will be stainless steel with sight glass. Sight glass on hydraulic reservoir shall be provided to determine the level of hydraulic lines for hydraulic pump, fan motor and power steering.

8) Section 5.2.7.3.2 Fuel Filler: Delete this section in its entirety and replace with the following:

5.2.7.3.2.1 A proximity switch is not required.

Fuel filler shall be located on the curbside of the bus. The filler shall have a minimum fill rate of 40 gallons per minute of foam-free fuel without spitting back or causing the nozzle to shut off before the tank is full to its usable capacity.

5.2.7.3.2.2 The filler system shall be Emco-Wheaton Posi-Lock 105 Fuel System and shall be recessed into the body so that spilled fuel will not run onto the outside surface of the bus. The fuel filler provided shall be remote mounted on the main fuel tank. The filler tube shall enter the fuel tank at the top and shall include an anti-spill valve. The system provided shall be composed of New Flyer's filler neck assembly, J1201 dust cap (retained to prevent loss), G2256 adapter, G2269 pressure relief valve, G2270 level control, and 407493 filler neck flange gasket, all of which must be compatible with the G2266-105 Posi-Lock nozzle. Note that no whistle is to be used.

5.2.7.3.2.3 Contractor shall provide an E. J. Ward automatic fuel system Vehicle Information Transmitter and antennae (VIT-DCM). Provide a dash mounted odometer display that receives its data from the E. J. Ward system. Contact Mr. Lee Christenson at (210) - 824-7383 for information concerning the system. The Electronic Odometer display may be mounted on a bracket on the dashboard with the radio TCH and Globe transfer cutter. The antenna shall be mounted at the front curbside corner below and behind the front bumper. A 12 volt DC power shall be provided to operate the E.J.Ward system.

The filler cap shall be retained to prevent loss and shall be recessed into the body so that spilled fuel will not run onto the outside surface of the bus.

The fuel lines forward of the engine bulkhead shall be in conformance to SAE Standards identified in Section 5.2.7.2.4.

5.2.7.3.2.4 Fuel Filter

A two stage, primary and secondary filter system shall be provided with necessary check valve for preventing drain back.

The engine shall be equipped with a fuel-priming pump or a check valve fitted in the fuel suction line to aid restarting after fuel filter changes.

5.2.7.3.2.5 A Fuel Pro 0382 fuel filter shall be provided.

9) Section 5.3.1.3.1 Wheels and Tires (Attachment 5.6 Attachments to Part 5): Add the following requirement to this section:

The Contractor shall provide two spare wheels per bus.

10) Section 5.4.3.5 Rubrails: Delete this section in its entirety.

11) Section 5.4.3.10 Finish and Color: Add the following language to this section:

Interior decals and signage materials specifications will be provided by Miami Dade County.

12) Section 5.4.3.11 Numbering and Signing (Attachment 5.6 Attachments to Part 5): This section is deleted in its entirety and replaced by the following:

5.4.3.11.1 Contractor shall furnish and apply all decals. Final sizes and locations shall be approved by MDT. Contractor shall provide the list of all decals, including samples or drawings of all listed decals, for MDT approval prior to production. Trilingual (English, Spanish and Creole) instructions for decals containing identification of windows, hatches, etc., shall be provided.

The placement, size, appearance, content and fabrication of all decals, numbering, and signage shall be submitted for Miami Dade County approval based on existing County buses and operational requirements.

All ADA, safety and passenger information related decals, including bike rack, door, roof hatch instructions shall be tri-language: English, Spanish and Creole.

5.4.3.11.2 Fleet Number

A five-digit identification number assigned to the vehicle by MDT will be placed by the Contractor below the front windshield on the right side of the front panel, over front entry door, over driver's window, at the left and right side near the rear of the bus, and on the top curbside of the rear. Decal vehicle numbers shall be 4" high Helvetica Bold black on the sides and front, white on the rear. The vehicle identification number shall be painted on the roof of the bus using black 24" Swis721 Bt numerals.

5.4.3.11.3 Other Exterior Decals/Graphics

Miami Dade County will provide a complete set of sample exterior decals/graphics and installation locations to the successful proposer prior to production.

Exterior Decals

Decals shall be provided in compliance with the ADA requirements defined in 49 CFR Part 38, Subpart B, 38.27. A "Wheelchair" decal with a blue background and white wheelchair symbol shall be placed on or adjacent to the wheelchair ramp door. A decal with a blue background, white wheelchair symbol, white lettering, and trilingual instructions "Please allow w/c customers passengers to board/exit first" shall be placed by the passenger door. A "Kneeling Bus" trilingual decal with black letters on yellow background shall be placed adjacent to the entry door below the windows.

A "People's Transportation Plan ½ Penny" decal will be required in three locations on the bus. A sample will be provided by MDT prior to production of buses.

A decal indicating the location of the master battery switch shall be located on the exterior access panel.

A detailed signs and decals description shall be submitted to MDT for review and approval prior to production.

Other Decals

The Contractor shall provide interior signage and mechanical compartment signage. Final wording and exact location and placement will be determined prior to production.

5.4.3.11.4 Interior Signage

Miami Dade County will provide a complete set of sample exterior decals/graphics and installation locations to the Contractor.

5.4.3.11.5 A "Miami-Dade County" logo must be incorporated into the graphics to be used on the exterior of the bus. The logo must be displayed, at minimum, on the curb side of the bus and the front of the bus. The colors to be used in the logo are blue and green. (PMS

numbers for colors to be issued by addendum at a later date). Sample logo to be provided by MDT prior to production of buses.

13) Section 5.4.3.12 Exterior Lighting: Delete the requirement for guards on side turn signals.

14) Section 5.4.3.13 Passenger Shield Deflector: Delete the requirement for S-1 guard.

15) Section 5.4.4.4 Interior Panels and Finishes: Add the following requirement as a new subsection:

5.4.4.4.9 Luggage Racks
The luggage rack color shall be Charcoal at no additional cost to the County.

16) Section 5.4.4.6 Passenger Interior Lighting: Delete this section and replace with the following:

All passenger interior lighting shall be a LED lighting system.

17) Section 5.4.4.7 Fare Collection (Attachment 5.6 Attachments to Part 5, Technical Specifications): Add the following requirement to this section: Farebox pedestal shall be stainless steel.

18) Section 5.4.5.1 Passenger Seating: Delete this section in its entirety and replace with the following:

5.4.5.1.1 Seating Arrangement

The seating arrangement in the bus shall be such that seating capacity is maximized. Passenger seats shall be arranged in a transverse, forward facing configuration, except that aisle facing flip-up seats shall be provided at the wheelchair securement areas. Aisle facing seats may be allowed at wheel housings if needed for passenger access and comfort. Hip-to-knee room shall be no less than 28 inches where practicable. In order to maximize seating capacity, minor variations in hip-to knee room may be allowed in limited areas with MDT approval, but shall not be less than 26.5 inches. Ideally, foot room shall be no less than 14 inches. However to achieve maximized seating, foot room in several areas shall be less than 14 inches. Seats immediately behind the wheel housings and modesty panels may have foot room reduced, provided the wheelhouse is shaped so that it may be used as a footrest or the design of modesty panel effectively allows for foot room. Barriers or modesty panels shall be provided in front of the first forward facing seats on both sides of the bus. If a bi-level floor is used, barriers or modesty panels shall be provided at the elevation change in front of the upper level seats. Weather shields of clear ½" polycarbonate shall be installed forward of the rear exit door above the seat back. The aisle between the seats shall be no less than 20 inches wide at seated passenger hip height. A detailed seat layout with alternatives shall be submitted to MDT for review and approval.

5.4.5.1.2. Seat Design
Passenger seats shall be a combination of cantilever, pedestal and flip up seats to achieve the best arrangement possible, with vandal resistant removable inserts, American Seating "Insight" model. The seats must be approved by MDT.

The general design of the seat shall offer superior product and functional values with features providing optimum comfort and safety for the passenger. The design of the seat shall be based on requirements defined to obtain a structure which will conform to the strength, performance, and dynamic tests specified in the Testing and Strength

Requirements Section. The passenger seat, frame, and its supporting structure shall be constructed and mounted so that space under the seat is maximized to increase wheelchair maneuvering room and is completely free of obstructions to facilitate cleaning. The lowest part of the seat assembly that is within 12 inches of the aisle shall be at least 10 inches above the floor. The underside of the seat and the sidewall shall be configured to prevent debris accumulation.

The two-passenger transverse seats shall be fixed, forward-facing cantilever type, designed, engineered and installed in accordance with layout drawings. The use of pedestals shall be limited to areas which cannot be supported by the side wall of the bus. Longitudinal, flip-up, and rear settee seats shall conform to the same general design as the two-passenger transverse seats. Longitudinal and rear settee backs shall be individual to correspond in configuration to transverse seat backs and are to be mounted on a common frame. All visible steel (cantilever frame and pedestals if applicable) and mounting hardware shall be stainless steel. No wood shall be used in the seats. All materials used in the seat assembly shall meet the flammability requirements of Federal Motor Vehicle Safety Standard No. 302.

Seat installation procedures and required torque values shall be provided to MDT prior to production. Seat mounting fasteners shall be marked with torque paste after being properly torqued.

5.4.5.1.3 Grab Rails

The seatback of each transverse seat shall have an energy absorbing grab rail or handhold fabricated of a molded plastic material no less than 7/8 inch in diameter. The handhold shall extend above the seat back near the aisle so that standees shall have a convenient vertical assist, no less than 4 inches long, that may be grasped with the full hand. This handhold shall not cause a standee using this assist to interfere with a seated 50th-percentile male passenger. The handhold shall also be usable by a 5th-percentile female, as well as by larger passengers, to assist with seat access/egress for either transverse seating position. The seat back handhold may be deleted from seats that do not have another transverse seat directly behind and where vertical assist is provided. Seat back handholds shall not be included in the design of longitudinal seats. The handhold shall not be a safety hazard during severe decelerations. The handhold shall be readily replaceable but attached securely to provide adequate and firm support. The overall design of the handhold shall be aesthetically pleasing and shall enhance the general appearance of the seat.

Armrests shall be included on the ends of each set of longitudinal seats except where they abut the rear of a transverse seat, a modesty panel, a wheelchair barrier, the operator's barrier, and these fixtures perform the function of restraining passengers from sliding forward off the seat. Armrests are not required on longitudinal seats located in the wheelchair parking area that fold up when the armrest on the adjacent fixed longitudinal seat is within 1-1/2 to 3-1/2 inches of the end of the seat cushion. Armrests shall not be included in the design of transverse seats. Provide tubular stainless steel armrests on the rear ends of any longitudinal seats immediately in front of the rear cross-seats. Armrests shall be located from 7 to 9 inches above the seat cushion surface and shall be free from sharp protrusions that form a safety hazard.

5.4.5.1.4 Panels

Panels shall be color coordinated, vandal-resistant, able to withstand or repel repeated vandalism from marking pens and similar writing instruments, and shall not be damaged by repeated applications of commonly-used graffiti-removal chemicals.

The back panel shall be made of high impact strength thermoplastic or ABS sheet of 1/8 inch nominal thickness, of a color and texture compatible with the chosen color scheme. The back panel shall cover the rear of the seat back frame, and shall be free of sharp corners and protrusions. Back panel may be separate or integral with seat shell. The rear areas shall be recessed for increased passenger knee clearance.

5.4.5.1.5 Interchangeability

Seat assemblies and components of identical seats shall be mechanically interchangeable.

5.4.5.1.6 Upholstery and Color

The seat upholstery shall be standard BusTex fabric, 2341/890, 85% wool and 15% nylon fabric, glued to a removable insert, to make up a vandal resistant assembly.

MDT will make final selection of seat and fabric colors prior to production.

5.4.5.1.7 Technical Data

The Contractor shall submit, at the time of Requests for s, Certified Test Reports as evidence of compliance with the specifications and test requirements contained herein. The data shall substantiate the performance, reliability, and compliance with the safety performance established by the Transportation industry as a required level of excellence in seating. The test reports shall contain a record of the Static Load Tests, the Performance Tests, and Dynamic Tests. The reports must show test diagrams, photos of the tests, and load results on representative seats completely assembled and fastened to a fixture simulating the vehicle attachment. The test data for each test shall describe the test procedure and test equipment, the resultant deflection, the permanent deformation, and statement of inspection and compliance with specification requirements. The analysis shall indicate values relating to energy absorption and moderation of the magnitude of energy to the passengers. The analysis shall also substantiate the seat structure crash-worthiness relating to deformation characteristics and the strength required to prevent disintegration.

5.4.5.1.8 Testing and Strength Requirements

All testing shall be conducted on a representative transverse seat using a simulated bus floor, cantilever mounting device, and pedestal mounting device to correlate the results with conditions expected in normal usage of the seat.

5.4.5.1.9 Static Load Tests

Seat

The seat assembly shall withstand static vertical forces of 500 pounds applied to the top of the seat cushion in each seating position with less than 1/4-inch permanent deformation in the seat or its mountings. No sample seat set is required.

Seat Back

The seat assembly shall withstand static horizontal forces of 500 pounds, forward and rearward, evenly distributed along the top of the seat back with less than 1/4-inch permanent deformation in the seat or its mountings.

Handhold and Armrest
Seat back handhold and armrests shall withstand static horizontal (forward and rearward) and vertical (downward) forces of 250 pounds applied anywhere along their length with less than 1/4-inch permanent deformation.

Performance Tests

Drop Impact Test
Seats at both the aisle and window seating positions shall withstand 4,000 vertical drops of a 40-pound sandbag without visible deterioration. The sandbag shall be dropped 1,000 times each from heights of 6, 8, 10, and 12 inches.

Swinging Impact Test
The seat backs at the aisle position and at the window position shall withstand repeated impacts of two 40-pound sandbags without visible deterioration. One sandbag shall strike the front 40,000 times and the other sandbag shall strike the rear 40,000 times. Each sandbag shall be suspended on a 36-inch pendulum and shall strike the seat back 10,000 times each from distances of 6, 8, 10, and 12 inches.

Squirming Impact Test
Seat cushions shall withstand 100,000 randomly positioned 3-1/2-inch drops of a squirming, 150-pound, smooth-surfaced, buttocks-shape striker with only minimal wear on the seat covering and no failures to seat structure or cushion suspension components.

Handhold and Armrest Impact Test
Seat back handhold and armrests shall withstand 25,000 impacts in each direction of a horizontal force of 125 pounds with less than 1/4-inch permanent deformation and without visible deterioration.

Dynamic Tests

Knee Injury Protection
All transverse objects, including seat backs, modesty panels, and longitudinal seats in front of forward facing seats, shall not impart a compressive load in excess of 1,000 pounds onto the femur of passengers ranging in size from a 5th-percentile female of a 95th-percentile male during a 10g deceleration of the bus. This deceleration shall peak at .05 ±.015 seconds from initiation.

Occupant and Frontal Crash Protection
Permanent deformation of the seat resulting from two 95th-percentile males striking the seat back during this 10g deceleration shall not exceed 2 inches, measured at the aisle side of the seat frame at height H. Seat back should not deflect more than 14 inches, measured at the top of the seat back, in a controlled manner to minimize passenger injury. Structural failure of any part of the seat or sidewall shall not introduce a laceration hazard.

Head Injury Protection
The upper rear portion of the seat back and the seat back handhold immediately forward of transverse seats shall be constructed of energy absorbing materials. During a 10g deceleration of the bus, the HIC number (as defined by SAE Standard J211a) shall not

exceed 400 for passengers ranging in size from a 6 year old child through a 95th percentile male.

Specification for High Impact Thermoplastic

Physical Property	Specification	Test Method
Tensile Yield Strength	4400 – 6000 PSI	ASTM D-638
Flexural Modulus	220,000 – 333,000 PSI	ASTM D-790
Flexural Yield Strength	6200 – 97000 PSI	ASTM D-790
Izod Impact Resistance	3 – 8 ft/lb/ 1/8Notch	ASTM D-256
Specific Gravity	1.04 – 1.40	ASTM D-792
Hardness (Rockwell)R	81 – 105	ASTM D-785

Sample
MDT may request a production 2-passenger transverse seat from any prospective seat supplier, to be delivered to MDT during the s process prior to technical proposal evaluation. Seat will then be dismantled to determine life cycle costs and evaluate necessary repair techniques. Upon request, MDT shall reassemble and return to the supplier.

Seat Layout (see Appendix G for seat layout drawings)
Lower Deck – Layout BID_MIAMI_LD_A(2)
Center Deck – Layout 355962_C
Upper Deck – Layout 356062_C

19) Section 5.4.5.2.7 Wheel Housing Barriers/Assists (Attachment 5.6 Attachments to Part 5, Technical Specifications): Delete the requirement for equipment boxes.

20) Section 5.4.5.3.1 Passenger Doors-General: Add the following requirement to this section:

The exit doors shall be constructed with a solid bottom and a glass top.

21) Section 5.4.5.3.9 Emergency Operations (Attachment 5.6 Attachments to Part 5, Technical Specifications): Delete the hammer requirement for the door emergency release boxes.

22) Section 5.4.7 Windows, (Attachment 5.6 Attachments to Part 5, Technical Specifications): Add the following requirement as a new sub section:

5.4.7.4.3 Add liners to Stormtite flush glass windows.

23) Section 5.4.8.3.2.2 Operator's Compartment Requirements – Add the following requirement to this section:

(#3) Change windshield to remove heater grid at the destination sign area.

24) Section 5.4.9.1 Destination Signs: Add the following requirement to this section:

> Twin Vision LED destination sign system shall be furnished on the front, on the right side near the front door, and on the rear of the vehicle.

25) Section 5.4.9.5 Public Address System: Add the following requirement to this section:

> Contractor shall supply a DRI 600 public address system that complies with the ADA requirements of 49 CFR, Part 38.35 and enables the operator to address passengers either inside or outside the bus.

26) Section 5.4.9.7.2 IVN III Automatic Voice Annunciation Feature (Attachment 5.6 Attachments to Part 5, Technical Specifications): Delete the requirement for a Clever Devices IVN III System and replace with a DRI 600 AVA system. Contractor shall provide DRI ITS Architecture Software Upgrade Package Part # 798-0082-000 for total integration of APC, Farebox and Signs.

27) Section 5.4.9.5 Public Address System (Attachment 5.6 Attachments to Part 5, Technical Specifications): Delete the lapel microphone requirement.

28) Section 5.4.6.1.1 Operator's Area-General (Attachment 5.6 Attachments to Part 5, Technical Specifications): Delete the following accessory requirements: Registration card holder, Wheel Chock holder, Pennant holder, Trash containers.

29) Section 5.4.6.2.4. Instrumentation, (Attachment 5.6 Attachments to Part 5, Technical Specifications): Delete the requirement for a hubodometer and replace with the following:

> The bus shall be equipped with EJ Ward Fuel Management System mounted at the curbside of the rear axle. The EJ Ward Fuel Management System shall have a capacity reading no less than 999,999 miles. See Attachment 5.6, 5.4.6.2.2 for details.

30) Section 5.4.8 Heating Ventilating and Air Conditioning: Add the following requirement to this section:

> The air conditioning system shall include R134a, SC 616 screw compressor with maintenance free clutch and Schrader valve at AC pressure sensors (suction and discharge).

Delete the requirement for Special Tools and Equipment to Maintain the Air Conditioning System.

31) Section 5.4.9.4 Radio Communication System: Add the following paragraphs to this section:

> The County will provide Ericsson radio package #350A1977, consisting of components for radio, VLU, TCH, handset, cab speaker, terminal blocks, filters, and specialized cables. The Contractor will provide antennas and antenna cables, relays and wiring for the DR600 interface, and all wiring, connectors, brackets, and incidental hardware to install the complete system. The Contractor will install the complete radio system during production. Installation details will be provided by the County upon request. All radio equipment location, accessibility, mounting, and cable lengths, for items such as but not

limited to TCH, Handset Assembly, and Cab speaker must be approved by the County prior to production. Regulated 13.6 volts DC power shall be provided for the radio system by the output of the dedicated electronics systems power supply.

5.4.9.4.1 Conduit

The Contractor shall make provision for wiring to be routed. Conduit or channel design shall facilitate installation of the radio control cable by the "pull through" method in both initial and future installations to facilitate repair and replacement. Conduit shall be rust and water proof.

5.4.9.4.2 Transit Control Head

The Transit Control Head (TCH) has the following dimensions:

Height - 4 inches
Length - 10 inches
Width - 2.5 inches

The TCH has to be mounted in such a way that the driver will have a full view of the TCH display and the mounting of this unit will not impede the view of the road. The proposed mounting location is to be reviewed and approved by MDT prior to production.

5.4.9.4.3 Handset and Cab Speaker

The Handset must be mounted at waist level (driver seated) requiring minimal body movement, located in front of the driver, and requiring minimal eye movement when locating the handset.

The Cab speaker must be mounted so the driver can hear an announcement when the volume has been lowered.

The County will provide all Inter-Connect drawings. Mounting locations must be approved by the County prior to production.

5.4.9.4.4 Antennas

The Contractor shall supply and mount a low profile 800 MHz antenna (Antenna Specialist ASP-930T) with RG58 coax cable and TNC connector to the radio.

The Contractor shall supply and mount a GPS antenna w/gasket (Trimble 502 Model 18334) with RG58 coax cable and F Type male connector to the VLU.

The Contractor shall mount the GPS antenna (P/N 801-3200-000) and cable supplied with the Stop Announcement System.

All antenna cables must be run in 5/8 inch diameter conduit to the radio box. Removable access covers shall be provided in the ceiling of the bus in order to allow access to the antenna and conduit. Three antennas shall be installed on every bus. Antenna locations shall be as close as possible to the center line of the bus and have a separation of approximately 3 feet. All mounting locations must be approved by the County prior to bus manufacture.

5.4.9.4.5 Emergency Transmit Switch

Contractor shall provide and install a Silent Alarm switch. The switch shall activate the Silent Alarm function of the radio system and destination sign. The switch shall be a red

push button double pole switch with guard ring, manufactured by OTTO Engineering, part P/N P4-624122. The push button must be red and have a protective collar to prevent accidental activation. The installation and location of the switch must be approved by the County prior to production.

An emergency anti-highjack function shall be provided which will activate the throttle interlock and the transmission auto neutral features when inputs are provided by the radio system. (The transmission "auto neutral" feature is activated when the transmission "auto neutral" input wire is grounded.) The radio VLU will utilize two of its normally open dry contacts to provide ground inputs to the Vansco programmable logic system. One contact will provide the signal to activate the anti-highjack function to disable the bus. The bus will remain disabled until the other contact provides a signal to de-activate the anti-highjack function.

The Contractor shall install MDT provided Ericsson radio package to ensure a complete and functional radio system.

32) Section 5.4.9.6 Security Cameras: Delete the language under this section and replace with the following:

5.4.9.6 Security Camera (Revised)

The Closed Circuit TV (CCTV) Surveillance system shall be March Network with 5412 Mobile Digital Video Recorder, 12 cameras (color, infrared, and B/W), 30 days on-board video storage, and be capable of recording at up to 240 frames per second for all connected cameras or .

Regulated 13.6 volts DC power shall be provided for the DVR system by the output of the dedicated electronics systems power supply.

Tamperproof Torx screws shall be provided for all camera housings and access covers.

Loom for the facing forward camera wires located below the destination sign compartment near the top of the windshield shall be provided.

An impact sensor shall be provided.

A system status indication shall be provided on the dashboard through the I/O Controls multiplex (or) warning indicator LED display.

The bus shall be equipped with 12 CCTV GE (Kalatel) cameras or as follows:

a. A low LUX camera mounted below the destination sign compartment near the top of the windshield, forward facing. The camera shall be a color camera with the capability to capture images in ambient lighting at night. If necessary, the camera may switch to black and white under very low lighting conditions. The field of view shall include the street in front of the bus, overhead traffic signal while stopped at an intersection, and pedestrians on the sidewalk or at the curb approximately 8 feet in front of the bus. (4.0mm if practicable) The mounting shall be such as to prevent camera vibration, water intrusion, interference with the driver's visibility, and shall minimize color shift due to the tinting at the top of the windshield. A flexible rubber glare shield (hood) shall be provided on the

camera. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. (A plastic dome housing is not acceptable.)

b. A color camera with infrared capability flush mounted in the panel above the driver facing the farebox and entry door. The camera shall be housed in an "angled down" box. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall wide angle (2.9mm if practicable) and include the driver, the farebox, and the entire entry door opening. The vestibule area shall be illuminated by an infrared emitter under low light conditions.

c. A color camera flush mounted in the panel above the front door facing the driver and farebox. The camera shall be housed in an "angled down" box. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall wide angle (2.9mm if practicable) and include the driver, driver compartment, and the farebox.

d. A color camera shall be flush mounted in the front destination sign compartment door facing rearward. The camera shall be housed in a shallow, waterproof box that will not interfere with the destination sign. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the front bus body section interior and the articulated joint area (6.0mm if practicable).

e. A color camera shall be surface mounted on the centerline of the bus ceiling or bulkhead at the rear of the front bus body section. The camera shall be front facing. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the front bus body section interior (4.0mm if practicable).

f. A color camera shall be surface mounted on the centerline of the bus ceiling or bulkhead at the front of the rear bus body section. The camera shall be facing rearward. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the rear bus body section interior (4.0mm if practicable).

g. A color camera shall be surface mounted on the bus ceiling facing the rear door. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall wide angle (2.9mm if practicable) and include the entire rear door opening.

h. A color camera shall be surface mounted on the centerline of the bus ceiling at the rear bulkhead of the rear bus body section. The camera shall be forward facing. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the rear bus body section interior and the articulated joint area (6.0mm if practicable).

i. A color camera shall be surface mounted on the bus exterior over the driver's window near the roofline. The camera shall be facing rearward. The housing shall be waterproof and sealed from the exterior environment to prevent formation of condensation on the housing interior. The housing must be rugged to resist damage from tree limbs. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning

chemicals. The field of view shall include the entire length of the bus exterior and the traffic lane adjacent to the bus travel lane (6.0mm if practicable).

j. A color camera shall be surface mounted on the bus exterior over the front passenger door near the roofline. The camera shall be facing rearward. The housing shall be waterproof and sealed from the exterior environment to prevent formation of condensation on the housing interior. The housing must be rugged to resist damage from tree limbs. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the entire length of the bus exterior and the traffic lane adjacent to the bus travel lane (6.0mm if practicable).

k. A color camera shall be surface mounted on the bus exterior forward of the rear door near the roofline. The camera shall be facing rearward. The housing shall be waterproof and sealed from the exterior environment to prevent formation of condensation on the housing interior. The housing must be rugged to resist damage from tree limbs. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the rear door exterior and the ground adjacent to the rear door (2.9mm if practicable).

l. A color camera shall be surface mounted on the bus exterior at the rear above the engine compartment. The camera shall be facing rearward. The housing shall be waterproof and sealed from the exterior environment to prevent formation of condensation on the housing interior. The housing window shall be glass or a material resistant to scratching, hazing, and cleaning chemicals. The field of view shall include the rear bumper and the ground behind the bus (2.9mm if practicable).

Cameras shall have sufficiently high resolution to allow recognition of faces and to read roadside signs.

A complete description of the CCTV Surveillance system, including installation, shall be presented to MDC for approval prior to production of the pilot bus or first production bus. Following acceptance of the security system by MDT, MDT will accept responsibility for the operation and reliability of the March/Kalatel system.

33) Section 5.4.9.7 Automatic Passenger Counter (APC): Delete the language under this section and replace with the following:

5.4.9.7 Farebox and Automatic Passenger Counter (Revised)

The electronic farebox and Automatic Passenger Counter (APC) shall be furnished by MDT.

All necessary hardware and electrical wires shall be included by the Contractor to ensure that the installation is complete and operational. MDT approval is required for the installation of hardware and electrical wires prior to production.

<u>Fare Box Location</u>
Contractor shall provide unencumbered space to accommodate, the Cubic Western GFI Odyssey farebox. This space shall be as forward as practicable so that the installed device shall not restrict traffic in the passenger area especially wheelchairs or mobility aids and shall allow the driver to easily view the coin and bill drop window and viewing

ramp. This space shall not restrict access to the driver's area and/or operation of driver controls. It shall permit easy removal of the cash box from the farebox. The MDT will provide a farebox base for the mounting of the farebox. The Contractor shall mount farebox base securely. The specific location of the farebox mounting shall require the approval of MDT.

Farebox Wiring

MDT will provide a farebox floor mounting plate with terminal strip. Contractor shall provide a 12 volt-DC constant power supply with circuit breaker protection (amps TBD), and wiring to accommodate the alarm function of the farebox. Power shall be provided from the output of the Wilmore 24VDC-13.6VDC converter. Power shall be available with the master run switch in any position including off. The farebox power wiring must be a multi stranded, two conductor, sheathed, red/black pair, 14 gauge wires.

The Contractor shall provide wiring to accommodate the alarm function of the farebox. A 3 pair (6 conductors) color coded cable of 22 gauge stranded wire shall be installed from the farebox alarm output point to the Bus Alarm Termination Block. This cable is not available through Cubic Western. No splices are permitted in power and alarm cables. Farebox wiring must be approved by MDT prior to production (including alarm wiring).

Reference Urban Transportation Associates (UTA) SmartSensor APC J1708/J1587 Serial Interface Requirements and Miami Dade County Automatic Passenger Counter (APC) Installation Specifications.

34) Add a new section: Section 5.7.1.12 Extended Warranty:

Extended Warranty for Allison Hybrid (Added)

The Allison Extended Warranty shall provide 5 years (3 years beyond the standard warranty of 2 years) of coverage for all 5 hybrid major components including the Energy Storage System (ESS) battery cell coverage that is limited to 75,000 amp-hours usage.

The standard warranty coverage for the Allison Electric Drive E^P40/E^P50 System ™ hybrid system will be Allison's limited warranty with its normal terms and conditions. The standard coverage is 2-Years from in-service date for 100% parts/labor & unlimited mileage.

Three (3) years of extended warranty coverage (for a total of 5 years coverage) include **all 5 hybrid major components**, which are:

(1) Drive Unit
(2) Dual Powered Inverter Module (DPIM)
(3) Energy Storage System (ESS)
(4) Hybrid Control Modules (2 each): Vehicle Control Module (VCM) & Transmission Control Module (TCM)
(5) Push Button Shift Selector (PBSS) with the following **limitations**:

3 years (total = 5) or **300,000 miles** whichever comes first.
(Note): ESS battery cell limitation up to **75,000 amp–hours usage**
The coverage of ESS battery cells is limited to amp-hours usage as recorded by the Energy Storage System's diagnostics.

35) Delete WMATA Quality Assurance requirements and replace with: Section 5.7.1.13 Quality Assurance:

Quality Assurance Program (Added)

The Contractor, the Contractor's manufacturing plant and organization shall be certified to the appropriate ISO 9001:2000 standard (as revised).The Contractor's ISO 9000 certification shall be maintained active and current throughout the life of the Project.

A Quality Assurance Program shall be implemented by the Contractor to ensure delivery of final product including systems, subsystems, and components that satisfy the quality requirements of the Contract. Consequently, the Contractor shall utilize quality processes that satisfy the requirements of the Contract.

The Contractor shall utilize an MDT-approved quality assurance program to oversee the Work of the Contract and to ensure that the product and manufacturing process meet all the requirements of the Contract Documents. This program shall be maintained through the duration of the Contract and all warranty periods.

The quality assurance activities and responsibilities required by this specification include establishing and maintaining a quality assurance program, satisfying all requirements identified in the program, and conducting timely quality assurance audits of the program.

The provisions of the Contractor's quality assurance program, documented in the Contractor's Quality Assurance Plan, shall be imposed on the Contractor's entire organization and on all SubContractors and Suppliers. The Contractor shall assure conformance with the quality assurance requirements of all such entities. The Contractor shall make available for MDT review and inspection all required procedures, plans, manuals, and any other documentation to be used to ensure conformance.

Quality Assurance Plan

The Contractor shall submit a Quality Assurance Plan (QAP), unique for this contract, and a copy of their ISO 9001:2000 certificate with the Proposal. The Contractor shall submit a revised QAP, with the associated Quality Procedures within thirty (30) days after Notice-to-Proceed as required for MDT review and approval.

MDT may use the Contractor's Quality Assurance Plan as a basis for planning the auditing and witnessing of production procedures and inspections, as well as any testing or other activities for which MDT determines monitoring is warranted.

Quality Assurance Plan Requirements

The Quality Assurance Plan (QAP) shall describe how the Contractor intends to apply its Quality Assurance Program and include the specific quality practices and activities relevant to the product (bus) as defined within the Contract Documents.

The QAP shall identify the person responsible for all activities affecting the planning and execution of the Work. The QAP shall identify the methods to verify the coordination of all relevant activities,

including, but not limited to, design, manufacturing, testing, inspection, safety, reliability, and maintainability

The QAP shall include all forms that the Contractor shall use to ensure that materials, processes, personnel, and product comply with the requirements of the Contract Documents.

The Contractor shall impose its own MDT-approved quality plan requirements on all SubContractors and Suppliers for this Project. The Contractor shall audit all SubContractors and Suppliers to ensure that they adhere to all elements of the Contractor's quality assurance plan. The QAP shall list the Contractor's procedures that describe the methods for planning, implementing, and maintaining quality.

The Contractor's QAP shall, at a minimum, adhere to and contain the following key elements:

(1) Management responsibility.
(2) Documented quality system.
(3) Design control.
(4) Document control.
(5) Purchasing.
(6) Product identification and traceability.
(7) Process control.
(8) Inspection and testing.
(9) Inspection, measuring, and test equipment.
(10) Inspection and test status.
(11) Nonconformance.
(12) Corrective action.
(13) Quality records.
(14) Quality audits.
(15) Training.

For all microprocessors the Contractor and all SubContractors shall provide a software quality assurance manual or shall include within the quality assurance manual a section defining the software documentation requirements. This section shall also be in accordance with IEEE 730 standard (as revised).

Management Responsibility (Element 1)

The Contractor shall clearly establish and implement a quality management structure for the Contract. All personnel related to the quality elements of the Contract shall be identified in an organization chart and their responsibilities clearly documented. Responsibility for quality shall rest with the highest level within the organization and shall be independent from other functional areas.

A quality policy shall be established and implementation of the policy shall be the responsibility of the designated Quality Assurance Representative (QAR) with whom MDT may address matters pertaining to quality. The Quality Assurance Representative (QAR) shall be given sufficient authority to ensure that the quality is consistently maintained. The Contractor shall provide the resume of the Quality Assurance Representative (QAR) to MDC for review and approval as part of the Quality Assurance Plan (QAP). The Quality Assurance Representative (QAR) shall not be replaced by the Contractor without prior approval of MDT.

Documented Quality System (Element 2)

The Contractor shall establish and implement a quality management system directly applicable to the Contract. The system shall clearly identify quality objectives for the Contractor and these objectives shall extend to all Sub-Contractors and Suppliers, as applicable.

Documented quality procedures and instructions shall be developed for all phases of the work, including design, manufacturing, testing, and warranty. The procedures shall be readily available to all Contractor personnel and shall be maintained in a current state.

Design Control (Element 3)

The Contractor shall establish and implement measures to ensure that engineering procedures are well defined and designs are controlled, prepared, verified, issued, and revised in accordance with the requirements of the approved quality system. Applicable regulatory requirements, industry codes and standards, and acceptance criteria shall be identified, used, and documented.

Original designs and changes to approved designs shall be subject to change control measures, and both shall be approved by MDT.

The Contractor shall establish and maintain procedures to control and verify the design of the transit systems in order to ensure that the design criteria and other specified requirements are met. Design control includes ensuring that the design requirements are understood, planned, communicated (e.g. design interface), that all design input and output are identified, reviewed, verified, and validated, and that all design changes are reviewed and approved by MDT. Records of the results of all the design activities as mentioned in this section shall be maintained.

Two distinct types of design reviews shall be conducted to evaluate the progress and technical adequacy of the design and compliance with the performance requirements of the Contract Documents. These are the Preliminary Design Review (PDR), and the Final Design Review (FDR).

The Contractor shall submit a proposed meeting agenda and a schedule on both PDR's and FDR's activities to MDT for review and approval.

The Contractor shall prepare a plan for design activities. The plan shall identify who has responsibility for the different design parts, and who has the QA responsibility for design. It shall also identify the various organizational interfaces required between various groups producing and commenting on the design, and specify the information to be documented, transmitted, and regularly reviewed.

Design input requirements shall be identified, documented, and reviewed at every design review stage. Design output shall be documented. It shall meet the input design requirements, include acceptance criteria, conform to appropriate regulatory requirements whether or not these have been stated in the design input requirements, and identify those aspects of the design which are crucial to the safe and proper functioning of the final product or system.

The Contractor shall assign competent personnel those activities required to verify the quality of the design. Design verification activities shall include the carrying out of alternative calculations, independent checks of design calculations, specifications, drawings, and contract documents, conducting and documenting design reviews, undertaking qualification tests and demonstrations, and comparing the design with a similar proven design, if available. Design reviews include reviews or constructability, operability, and maintainability.

Appropriate procedures shall be established for the identification, documentation, review, and approval of all changes and modifications to the design to ensure compliance to design requirements and for development of "as built" documents as part of the design documentation at the end of the project.

Drawings and other design documents shall be controlled documents. Changes to approved drawings, the revision status, and the dates the drawings were approved shall be recorded. Changes to approved drawings or specifications shall only be made in accordance with established procedures.

Document Control (Element 4)

The Contractor shall develop and implement a system for the control of all documents related to the Specifications including all:

- Contract Documents (e.g., General and Technical Provisions).
- Correspondence.
- Submittals.
- Design Documents.
- Quality Documents.
- Drawings.
- Plans, Procedures, and Reports.
- Manuals, Parts Catalogs and Training Materials.

A revision tracking system shall be implemented on all documents, as applicable and a formal log of all Contract material shall be established and maintained. Formal approval and sign-off shall accompany all Contract documents.

The Contractor shall develop methods for control of project documents that shall include the review of the documents by authorized personnel, the distribution and storage of the documents, the elimination of obsolete documents, and the control of changes to the documents.

The Contractor shall maintain drawings and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings and documentation.

All contract documents shall be maintained by the Contractor throughout the duration of the Contract including the life of the product (12 years after the last bus delivery date).

Purchasing (Element 5)

The Contractor shall establish and implement measures to ensure that all purchased components and services conform to the requirements of the Contract Documents. These measures shall provide for incoming inspection/testing, source inspection/testing, inspection of production facilities, audits of documentation, and the review of SubContractor and Supplier quality assurance plans and procedures.

The Contractor shall conduct meetings with SubContractors and Suppliers or provide other means to clarify provisions of the Contractor's procurement documents for materials, services and components

supplied for this Contract. Procurement documents shall incorporate adequate technical and quality provisions.

These requirements shall be identified by reference to specific drawings, specifications, codes, standards, regulations, procedures, instructions, and acceptance criteria. MDT shall be permitted to review Contractor-issued purchase orders to confirm that these requirements are forwarded to all SubContractors and Suppliers.

The Contractor shall establish and maintain a documented list of acceptable SubContractors and Suppliers for the desired service or product, consistent with applicable procurement requirements. The criteria for selection, evaluation and re-evaluation of the SubContractors and Suppliers shall be established and maintained.

As part of the selection, evaluation, and re-evaluation process, the Contactor shall perform onsite quality assurance audits (e.g. systems audit) on all SubContractors and Suppliers that provide critical components and subsystems for which an FAI is required.

Product Identification and Traceability (Element 6)

The Contractor shall establish and implement procedures to ensure that all items (lots, materials, parts and components) are handled, stored, and shipped in a manner that ensure identification and control to prevent the use of incorrect or defective items and to ensure that only correct and acceptable items are used or installed.

Identification shall be maintained either on the items or in documents traceable to the items throughout the receipt, storage, fabrication, repair, and shipping. Markings shall be transferred to each part of an identified item when subdivided and shall not be obliterated or hidden by surface treatments. The status of inspections, tests, and other activities shall be maintained with indicators, such as tags, stamps, shop travelers, or other MDT-approved means.

Item identification methods and procedures shall be implemented to ensure that product (bus) traceability is established and maintained in a manner that allows critical components and subsystems to be traced to purchase order, batch number, point in time, applicable drawings, specifications, or other documents during all stages of production, delivery, and installation or end use.

Process Control (Element 7)

Control of manufacturing and production processes shall be properly monitored and reviewed by the Contractor. Procedures defining the methods of monitoring, reviewing, and revising production and manufacturing processes and procedures shall be properly documented. The major purpose of the process control is to ensure that work is performed in the proper sequence.

All manufacturing personnel shall abide by "hold" and "examination" points and shall not obscure work to be reviewed. If MDT cannot properly view any area for inspection, the Contractor shall, at its own expense, make modifications such that the Work can be adequately inspected.

The Contractor shall establish systems that shall allow for the monitoring of special processes.

Inspection and Testing (Element 8)

The Contractor shall plan, conduct, and maintain an inspection and testing program in accordance with the requirements of an MDT-approved Inspection and Test Plans including quality assurance procedures. The inspections and tests shall verify conformance of all items and activities to acceptance criteria of the Inspection and Test Plans, procedures, instructions, and drawings. In general, all requirements of the Contract Documents shall be subject to verification by inspection and testing. Inspections and tests shall be conducted in accordance with MDT approved, written checklists by persons other than those who performed the Work.
The Contractor shall strictly maintain inspection and testing procedures. The procedures shall be applied to:

- Contractor acceptance inspections/tests.
- Source inspections/tests.
- Incoming inspections/tests.
- In-process inspections/tests.
- Production inspections/tests.
- Hold-point inspections/tests.
- Final inspections/tests.
- First article configuration inspections/tests.
- Pre-shipment inspections/tests.

The Contractor, Contractor's Suppliers, and SubContractors shall extend to MDT full cooperation and all reasonable facilities to permit the convenient inspection of the Work, including adequate office space, utilities, and facilities at the Contractor's Suppliers' and SubContractors' plant, at no cost to MDT. The office space, in close proximity to the final assembly area, shall be equipped with desks, computers with internet access, outside and interplant telephones, beepers, file cabinets, chairs, and clothing lockers sufficient to accommodate the MDT staff and shall have access to photocopies machines, telefax machine, and secretarial services. The presence of MDT staff in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement.

Provisions shall be made for services of a full-time interpreter if plant personnel do not speak English. Copies (in English) of all drawings, diagrams, and data shall be supplied, as needed, to inspect and check the design, construction, assembly, installation, workmanship, clearance, tolerance, and functional testing of all bus parts and apparatuses.

The Contractor shall notify MDT prior to performing any inspections or tests during manufacture in order to allow MDT representatives to witness the activity.

The Contractor shall specify, subject to the MDT's approval, the type of inspection and testing employed for each item, either sampling, statistical, or 100%. When the Contractor employs sampling or statistical inspection and testing, the details shall be provided in their quality assurance plan. A method of increasing the standards shall be included with any sampling program if nonconforming product has passed the receiving inspection and testing.
Such inspections and tests may utilize statistical sampling per ANSI/ASQC Z1.4 and/or ANSI/ASQC Z1.9, or Contractor shall submit alternative standards which it has verified to be equivalent to those specified herein to the MDT for approval. The Contractor shall include as part of the receiving (incoming) inspection and test:

- Checklists for materials and components.
- Acceptance test records.
- Certifications or test results required by the specification or purchase order.

The Contractor shall establish and implement measures to ensure that all items will perform satisfactorily in service in accordance with the requirements of the Contract Documents.
Functional testing, operational testing, and acceptance testing shall be performed under controlled conditions in accordance with the Inspection and Testing Plan, Quality Procedures, and the requirements herein.

The Contractor shall have provisions in place to ensure that any previously inspected and/or tested area of the Work shall be re-inspected and/or tested after rework, modifications, or retrofits.

Inspection Plan

The Contractor shall submit an Inspection and Test Plan that describes all inspections, tests and other verification activities (e.g. analyses, demonstrations) that are planned for all items (components, subsystems or system, bus, etc.).

A Preliminary Inspection and Test Plan shall be submitted at project phase Preliminary Design Review (PDR) for review and comment. A Final Inspection and Test Plan shall be submitted at project phase Final Design Review (FDR) (prior to manufacture of the first bus) for MDT review and approval. The plans shall be kept updated to reflect revisions throughout the life of the contract.

The plans, as a minimum, should include the following:

- A description of the items and their characteristic to be inspected or tested, along with the type of verification planned (inspection, test, analysis, demonstration), an indication if it is safety critical, and reference to (if any) technical specifications or requirements.
- The plans shall define the inspection and testing milestones on a schedule indicating planned dates for their occurrence. Changes to the Inspection and Test Plan shall be submitted for review and approval.
- Identification of inspection stations, facilities, and equipment
- Where the plan's activities will take place (e.g. supplier's facility, 3rd part test lab, etc.).
- Identifying the personnel/departments responsible for conducting the plan's activities, including any 3rd party agencies or consultants.
- A description of how the results will be recorded and the forms to be used.

The Inspection and Test Plan may be used by MDT as an aid to scheduling personnel for inspections at SubContractors' and Suppliers' locations as well as on-site at the Contractor's facility.

Inspection and Test Procedures and Reports

All inspections shall be conducted using approved procedures and criterion that shall be generated and maintained by the Contractor. Procedures for all inspections shall be submitted to MDT for review and approval.
Inspection report format and content shall be approved by MDT and shall be submitted within 10 days after the completion of an inspection.
As a minimum, inspection reports shall include:

- The Inspector's name(s).
- The witness' name(s).
- The inspection date and location, test equipment name, model, calibration information, and test function.

- Bus or subsystem equipment name, part number, inspection procedure, and serial numbers.
- Any reference document numbers.
- The quantity and a description of any or all deficiencies.
- The nature of corrective actions.
- The quantities approved or rejected.
- Non-legible information will be considered failures.

Tracking System

The Contractor shall maintain a system to track inspections of all components, materials, and buses. The tracking system shall accurately indicate the following test status of any item:

- Whether it has been inspected.
- If it has been inspected in terms of its disposition.
- Whether it was accepted or rejected.
- The system shall identify the inspection status of any bus.

Inspected Component Disposition Status

The Contractor shall maintain a system capable of tracking the inspection status of all materials, components, subsystems, and buses by lot, serial, component, or bus number.

Defective Material and Component Disposition

The Contractor shall label and segregate all material and components determined to be noncompliant with the Contract Documents. Materials and components noncompliant with the requirements of the Contract Documents, or which have been otherwise rejected, shall not be used on buses without receiving prior written authorization from MDT. Requests for authorization to use nonconforming materials or components shall be submitted for review and approval and shall be supported by documentation that details what is nonconforming about the material and explains why the nonconforming material shall be allowed.

Components and/or subsystems that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

First Article Inspection

The First Article Inspection (FAI) verifies the manufacturing capability to produce an item in accordance with design documents.

A First Article Inspection (FAI) shall take place at the point of assembly, whether at the Supplier's or Contractor's facility, after completion of factory acceptance tests on the first production unit of every critical component and subsystem to verify proper configuration, materials, operation, and production methods.

The FAI shall verify, as a minimum, the following. Verifications shall be documented:

- Physical dimensions, including mounting and interface,

- Weight,
- Completeness of earlier inspection and test results,
- Compliance to specified special processes (e.g. crimping, soldering, welding, non-destructive testing, etc.)
- Workmanship,
- Material (through certifications)

MDT shall be notified in writing of the proposed FAI date and provided complete documentation and agenda. The FAI shall be scheduled for a date that is mutually acceptable to both the Contractor and MDT.

The FAI shall verify that production hardware complies with design configuration and drawings as agreed upon during the Final Design Review or latest agreement. The factory acceptance test procedures and results shall be available for review at the FAI.
MDT may request the Contractor to repeat the factory acceptance test or parts of it at the FAI.

The Contractor shall submit to MDT for review and approval the latest approved drawings, inspection and test procedures, specifications, quality documentation, and a list of drawings required for adequate evaluation of the equipment under inspection and test. The list of drawings shall be identified by revision and shall be complete to the line replaceable unit.

The FAI report shall be submitted to MDT for review and approval after the performance of any FAI. The FAI shall remain open until all FAI items are closed and the Contractor submits a final MDT-approved FAI report.

Contractor Source/Incoming Materials Inspection

The Contractor shall provide for the inspection of all materials. The inspections may take place either at the Supplier's or at the Contractor's facilities. The Contractor shall propose to MDT for review and approval a materials inspection program as part of the Inspection Plan as described herein. A method of increasing the requirements and standards shall be included with any sampling plans if non-conforming products have passed the receiving inspection.
The Contractor shall include as part of the incoming inspection:

- Checklists for materials and components.
- Any acceptance/rejection test records.
- Supplier's submitted certifications or test results required by the specification or Contract documents.

Manufacturing/In-Process Inspection

MDT will have personnel on-site at the Contractor's manufacturing facility to audit the progress of the Work. The Contractor shall give the on-site personnel advanced written notification of scheduled inspections. MDT, at its own discretion, may opt to:

- Audit the Contractor's inspection after it has been completed.
- Perform a joint inspection with the Contractor.
- Perform its own inspection after the Contractor's inspection has been completed.
- Request re-inspection and testing.

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements.

Pre-Ship Inspection

Every bus shall be inspected by the Contractor with MDT representative, prior to releasing any bus for shipment to MDT. A pre-shipment (outgoing) inspection shall verify the completeness of the testing at the Contractor's facilities and completeness of the documentation package of each bus. A part of this inspection shall be a final physical inspection of the bus as prepared for shipping to MDT.

Incoming Inspection

Upon delivery of materials, components, assemblies, subsystems, or buses at MDT's facilities, MDT will perform incoming inspections in accordance with Part II, Special Conditions, of this RFP.

Inspection, Measuring, And Test Equipment (Element 9)

The Contractor shall establish and implement MDT-approved control measures to ensure that tools, gauges, instruments, and other measuring and test equipment used for the Work on this Contract are calibrated in accordance with the quality assurance plan. These measures shall also ensure that all such items are of proper type, range, accuracy, and tolerance for their specified use.

Measuring and test equipment shall be calibrated, adjusted, and maintained at prescribed intervals against certified equipment to adhere to nationally recognized standards as approved by MDT. The calibration status shall be labeled or otherwise recorded to ensure adherence to calibration schedules. Evidence of compliance shall be readily available for MDT inspection and shall identify the date of the last calibration, the individual who performed the calibration, and when the next calibration is due. When any equipment is that found to be out of calibration during the inspection process, all characteristics measured with such instrument shall be re-inspected.

When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be certified for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality

Inspection and Test Status (Element 10)

The Contractor shall maintain a system to track the inspection and test status of all components, materials, and buses during manufacturing, installation, testing and warranty. The system shall identify the status of any such inspected item to indicate acceptance, rejection, disposition, or a pending inspection. The system shall be capable of identifying the present inspection status of any bus.

The Contractor shall provide a verification of readiness in the form of completed and signed inspection check sheets before any bus is shipped to MDT. The inspection check sheets shall be included in the Bus History Record.

Nonconformance (Elements 11)

The Contractor shall establish and implement measures to ensure that items that do not conform to specified requirements are controlled to prevent inadvertent installation. The control measures shall

contain procedures for identifying, documenting, segregating, and disposing nonconforming items, as well as procedures for notifying the affected organizations (e.g., the SubContractor, Supplier or MDT). Defective items shall be red-tagged or otherwise marked and segregated in a designated holding area, pending disposition instructions.

The Contractor shall establish a Material Review Board (MRB) to review and to provide disposition of nonconforming materials. The MRB shall include, at a minimum, representatives from the Contractor's Materials, Engineering, Production, Procurement, and Quality departments. The MRB shall suggest for MDT's approval whether a nonconforming product shall be scrapped, repaired, use-as-is, returned to Supplier, or reworked in-house.

MDT may be present at MRB meetings to assist in the evaluation of nonconforming materials and to approve the MRB's determination. The MRB shall promptly identify the causes of defects, recommend corrective actions to prevent recurrence of the defects, and take follow-up action to verify the completion of corrective actions.

Any material that the MRB identifies as "repaired" or "use-as-is" must be approved by the MDT prior to being used on a bus.

MDT has the right to have production at any nonconforming site stopped until the nonconformity is resolved to the MDT's satisfaction and approval. Any cost and/or delay of Work caused by any nonconformance of the Contractor or by any entity performing Work for the Contractor, shall be at the Contractor's expense and shall not serve as a basis for an extension of time for program or delivery schedules.

Corrective Action (Element 12)

Corrective and preventive action procedures shall be established, documented, and maintained. These include procedures for investigation of the cause of nonconforming work and the corrective/preventive actions needed to prevent recurrence, and procedures for analysis to detect and eliminate potential causes of nonconforming work. This element also includes implementing and recording changes in procedures resulting from corrective action.

Corrective and preventive action procedures shall be established for:

- Investigating the cause of nonconforming product and taking the corrective actions needed to prevent recurrence.
- Analyzing processes to detect and eliminate potential causes of nonconforming product.
- Initiating preventative actions to deal with problems to a level corresponding to the risks encountered.
- Ensuring that corrective actions are taken and that they are effective.
- Implementing and recording changes in procedures resulting from corrective and preventive actions.

Preventive action shall be taken with respect to nonconforming work in order to eliminate potential problems. The Contractor shall establish systems to eliminate the causes of potential nonconformities in order to prevent their occurrence. The Contractor shall maintain records of the results of both corrective and preventive actions taken (e.g. corrective/preventive action request reports, corrective/preventive action status matrix, etc.). All corrective/preventive action plans that relate to post delivery defects shall be submitted to MDT for review and approval.

Quality Records (Element 13)

The Contractor shall ensure that all quality records are prepared and maintained in accordance with the Contractors Quality Assurance Plan, associated Quality Procedures, and the requirements of this Contract. These records and data shall be available for review by MDT's. Resident Inspectors. They shall be legible, identifiable, readily retrievable, and protected against damage, deterioration, and loss. The records shall include, but not be limited to:

- Procurement documents and records.
- Process control reports.
- Welder qualification certificates.
- Inspection and test reports.
- Inspection and test checklists.
- Calibration reports.
- Nonconformance reports.
- Corrective/ Preventive action reports and status matrix.
- Audit reports.
- Training records.
- Other pertinent data.
- Design Control Records
- Bus History Record

All quality records shall be maintained by the Contractor throughout the duration of the Contract including the life of the product (12 years after the last bus delivery date).

Quality Audits (Element 14)

The Contractor's Quality Assurance Plan shall describe the form, schedule, and checklists to be used for audits that shall be used to verify Contractor, Supplier and SubContractors compliance with all aspects of the quality assurance program and its effectiveness. Audit plans shall be developed and shall identify the scope, schedule, personnel, and the notification of organizations to be audited.

Audits shall be performed in accordance with the checklists by personnel who have not been assigned responsibility for performing the portion of the Work being audited. These personnel shall have the authority to conduct independent audits, recommend actions to correct and prevent recurrence of deficiencies, and take follow-up actions to verify completion of corrective and preventive actions.

Each SubContractor or Supplier of critical components and subsystems that require FAI must pass an onsite quality assurance audit (e.g. systems audit) performed by the Contractor to assure that an adequate quality assurance program is established and functioning before a purchase order may be placed with that SubContractor or Supplier. The Contractor shall maintain surveillance of the SubContractor or Supplier until all its Contract requirements have been met.

Training (Element 15)

All personnel required to perform quality functions shall receive training in accordance with the quality program.
Training shall be directly applicable to the task or function being performed and refresher training shall be administered when changes to the function or process occur. All training shall be documented and readily available for inspection by MDT. The Contractor shall determine the training needs for

their organization and the training needs of their approved SubContractors and Suppliers. The Contractor shall administer the appropriate training as needed.

Sufficient qualified and trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified bus design.

Inspection personal shall be identified in the organizational chart included in the Contractors Quality Assurance Plan (QAP).

MDT Audits

General

MDT may audit the Contractor, or any SubContractor, at anytime during the term of the Contract.

MDT may perform quality assurance functions during the life of the Contract. These functions may be performed independently and in addition to the Contractor's activities. These activities will help to ensure that the Contractor is performing the quality assurance functions as defined and agreed to by MDT and verify that all services and products delivered to MDT conform to the requirements of the Contract Documents. The quality assurance activities of MDT will in no way lessen, negate, or replace the quality assurance responsibilities of the Contractor.

Right of Access

The Contractor shall provide MDT with free access to the Contractor's shops, offices, and facilities in order to audit, inspect, examine, and test components/systems prior to and during component/system manufacture. Quality surveillance shall include, as appropriate, the selective review, observation, and evaluation of processes, records, reports, manufacturing operations, quality control systems, and programs to verify compliance with contractual quality requirements. This right of access includes the properties of all entities, or part there of, engaged in supplying any goods or services to the Contractor as a part of this Contract.

Documentation Submittal Requirement to MDT:

In addition to documentation submittal requirements specified in other sections of the Contract, the following documents are required to be submitted by the Contractor to MDT for review and approval with the specified time period:

Documents	***Submittal Period***
QAP, QAR Resume, & ISO Certificate	***Submitted with Proposal***
Project Management Plan and Schedule	***15 days after NTP***
Revised QAP, Quality Procedures	***30 days after NTP***
Preliminary Design Review Documentation	***90 days prior to start of production***
Preliminary Inspection and Test Plan	***90 days prior to start of production***
Final Design Review Documentation	***30 days prior to start of production***
Final Inspection and Test Plan	***30 days prior to start of production***
Baseline Documentation	***30 days prior to start of***

	production
Illustration Book with Detail Photos	*3 days after release of 1st bus of each lot*
Training Program Plan	*30 days prior to start of production*
Draft Manuals	*60 days prior to release of 1st bus*
As Built Documentation (e.g., Drawings, Schematics, etc.)	*3 days after delivery of last bus of each lot*

Audit Reports

MDT will issue quality assurance audit reports following the completion of the quality assurance audit. The report will require a corrective and preventive action for each nonconformance, if applicable. The Contractor shall inform the subContractors and Suppliers of MDT audit findings and requested responses.

The Contractor shall prepare responses to MDT in a format consistent with MDT audit reports.
The Contractor shall describe any corrective and preventive actions that the Supplier and/or subcontractor must undertake, as a result of a noncompliance discovered during an audit, and shall determine the date upon which these corrective and preventive actions must be initiated in order to achieve compliance.
MDT will decide if the corrective and preventive action plans specified by the Contractor are sufficient.

Resident Inspector

MDT shall be represented at the Contractor's plant by Resident Inspector(s). They shall monitor, in the Contractor's plant, the manufacture of transit buses built under this procurement. The Resident Inspector(s) shall be authorized to approve the pre-delivery acceptance tests and to release the buses for delivery.

Upon request to the Contractor's Quality Assurance Representative, the Resident Inspector(s) shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection and testing processing and reports, and records of defects.

No less than 30 days prior to the beginning of bus manufacture, the Resident Inspector(s) shall meet with the Contractor's Quality Assurance Representative. They shall review the inspection/testing procedures and check-lists. The Resident Inspector(s) may begin monitoring bus construction activities two weeks prior to the start of bus fabrication.

The Contractor shall provide office space for the Resident Inspector(s) in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, computers with internet access, beepers, file cabinets, chairs, and clothing lockers sufficient to accommodate the Resident Inspector staff and shall have access to a photocopy machine, telefax machine, and secretarial service. The presence of these Resident Inspector(s) in the plant shall not relieve the Contractor of its responsibility to meet all of the requirements of this procurement.

Equipment Use by Resident Inspectors

The Contractor's gauges and other measuring and testing devices shall be made available for use by the Resident Inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractors personnel shall be made available to operate the devices and to verify their condition and accuracy.

Acceptance Tests

Responsibility

Fully documented tests shall be conducted on each production bus following manufacture to determine its acceptance by MDT.

These acceptance tests shall include pre-delivery inspections and testing by the Contractor and inspections and testing by MDT both before and after the buses have been delivered.

Pre-Delivery Tests

The Contractor shall conduct acceptance tests at its plant on each bus following completion of manufacture and before delivery to MDT. These pre-delivery tests shall include visual and measured inspection, as well as testing the total bus operation. The tests shall be conducted to ensure that the completed buses have attained the desired quality and have met the requirements in the Technical Specifications. The tests shall be conducted in accordance with written tests plans and shall be recorded on appropriate test forms provided by the Contractor. The pre-delivery tests shall be scheduled with sufficient notice so that they may be witnessed by the Resident Inspectors, who may reject the results of the tests. The results of pre-delivery tests, or any other tests, shall be filed with the assembly inspection records for each bus. The underfloor equipment shall be made available for inspection by the Resident Inspectors using a pit or bus hoist provided by the Contractor. A hoist, scaffold, or elevated platform shall be provided by the Contractor to easily and safely inspect bus roofs. Delivery of each bus shall require written authorization of a Resident Inspector. Authorization forms for the release of each bus for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each bus. Failure to provide adequate inspection facilities for the Resident Inspectors will result in no-shipment of buses from the production plant without relief from liquidated damages due to schedule delays.

All buses shall be subjected to water tests simulating the severe rain conditions experienced in the South Florida environment. Windows, escape hatches, doors, etc. are subject to an approved water test to be conducted at the manufacturers facility by the manufacturer and shall be observed by the Resident Inspector(s). Water testing may be verified by further testing at Miami Dade Transit's Maintenance Facility prior to the acceptance of each vehicle if test observation or verification of leak repair is missed on or not observed by the Resident Inspector on any bus built for Miami Dade Transit. Any bus that fails to pass the water test shall be corrected by the Contractor. The retest/corrective repair cycle shall repeat until the leak(s) have been eliminated to Miami Dade Transit's satisfaction.

Water Test Description

The roof, roof hatches, front cap, rear cap, sidewalls, passenger windows, driver's windows, destination sign windows, windshields, wheel wells and all doors of all coaches shall be water tested prior to the delivery of each unit to MDT.

Contractor shall take the necessary steps of corrective action to repair any leaks found as a result of the described test and shall repeat the water test to ensure that corrective steps have been successful. This process shall be repeated until no leaks are found. Documentation of each bus shall be kept by the manufacturer as to the location of the leak, what caused the leak to occur and shall describe the repair action taken to prevent the leak from reoccurring.

If the Contractor's bus manufacturing process water test differs from the water test process and criteria described above, then any deviations must be approved by MDT Project Manager.

Air Conditioning Test

The Contractor shall conduct a test of the air conditioning system on the first production bus with representatives from MDT present to verify the performance of the air conditioning system. The air conditioning system must be capable of meeting the performance standards stated in Section on Air Conditioning, Heating and Ventilation, of the technical specifications. The Contractor shall be responsible for providing the necessary test equipment for this and all other system tests.

The pre-delivery air conditioning test shall be scheduled with sufficient notice to allow the test to be witnessed by the Resident Inspector and other personnel selected by MDT. Within twelve hours of the completion of the air conditioning test MDT will notify the Contractor if the bus passed the air conditioning test. If the bus fails the test the Contractor shall be required to make modifications to all buses as necessary to ensure the buses meet the air conditioning specifications. After the modifications are complete the Contractor shall repeat the test with MDT's representatives present to verify the success of the modifications. No bus may leave the Contractor's plant until the first production bus passes the air conditioning test and until the modifications are incorporated into the following buses. MDT reserves the right to randomly select other production buses for testing of the air conditioning system if it believes the Contractor has changed the system or the insulation in the bus.

Inspection - Visual and Measured

Visual and measured inspections shall be conducted with the bus in a static condition. The purpose of the inspection is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the bus in a static condition do function as designed.

Total Bus Operation

Total bus operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystems that can be operated only while the bus is in motion. Each bus shall be driven for a minimum of 25 miles during the road tests. The plan shall be submitted to MDT for approval.

Observed defects shall be recorded on test forms. The bus shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these bus operations tests.

Post-Delivery Tests

MDT shall conduct acceptance tests on each delivery bus. These tests shall be completed within 15 days after bus delivery and shall be conducted in accordance with written test plans. The purpose of

these tests is to identify defects that have become apparent between the time of bus release and delivery to MDT. The post-delivery tests shall include visual inspection and bus operations. Buses that fail to pass the post-delivery are subject to non-acceptance. MDT shall record details of all defects on the appropriate forms and shall notify the Contractor of non-acceptance of each bus within 15 days of delivery of the bus. The defects detected during these tests shall be repaired in a manner that has been mutually agreed upon. Final acceptance rests with MDT, in Miami, following the post-delivery tests.

In the event that MDT does not accept or reject a bus within 15 days after the delivery of such bus to MDT or in the event that MDT places a bus into revenue service, MDT shall be deemed to have accepted such bus.

Visual Inspection

The post-delivery inspection is similar to the inspection at the Contractor's plant and shall be conducted with the bus in a static condition. Any visual delivery damage shall be identified and recorded during the visual inspection of each bus.

Bus Operation

The road tests for total bus operation are similar to those conducted at the Contractor's plant. Operational deficiencies of each bus shall be identified and recorded, and corrected prior to final acceptance.

36) Add Section 5.7.1.14 Acceptance:

5.7.1.14.1 Final Acceptance of Bus

Delivery of the bus to Miami-Dade County does not constitute Final Acceptance for the purpose of payment. Final Acceptance will be determined by signed notification of the Chief, MDT Materials Management Division or designee, and shall be given only after a thorough inspection by MDT indicates that the bus meets all contract specifications and conditions and that the engineering, materials, and workmanship exhibit a level of quality and performance consistent with or exceeding industry standards. MDT will conduct Final Acceptance tests on each delivered bus. These tests will be completed within fifteen (15) days after bus delivery. MDT will notify the Contractor in writing of acceptance or non-acceptance within 15 days after delivery of the bus.. If the bus fails these tests, it shall not pass Final Acceptance until the repair procedures defined in Section 2.3.2, below have been carried out and the bus retested until it passes. In the event that MDT does not accept or reject a bus within 15 days after the delivery of such bus to MDT or in the event that MDT places a bus into revenue service, MDT shall be deemed to have accepted such bus.

5.7.1.14.2 Repairs after Non-acceptance

MDT will provide a written Notice of Non-acceptance to the Contractor which will include the request for repairs. MDT may, at its sole discretion, require the Contractor, or its designated representative, to perform the repairs after non-acceptance.

5.7.1.14.3 Repairs by Contractor

If MDT requires the Contractor to perform repairs after non-acceptance of the bus, the Contractor shall begin work within five (5) working days after receiving written

Yb

notification from MDT of failure of acceptance tests. MDT will make the bus available to complete repairs timely with the Contractor repair schedule.

The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs. At MDT's option, the Contractor may be required to remove the bus from MDT's property while repairs are being done. If the bus is removed from MDT's property, repair procedures must be diligently pursued by the Contractor, and the Contractor shall assume risk of loss while the bus is under its control. The Contractor shall provide a written statement to MDT Project Manager verifying the assumption of the risk of loss.

37) Add a new section: Section 7.1.15 Items to be Provided by Miami Dade County Transit Department.

1. Farebox (new), to be supplied and installed by MDT
2. Driver Control Unit (DCU) (new), to be supplied and installed by MDT
3. Automated People Counter (APC) (new) to be installed by New Flyer.
4. Base plate for farebox (new)
5. Digital Recorders (DRI) ITS Architecture Software Upgrade Package (pass through)
6. Ericsson radio package #350A1977 (used), consisting of components for radio, VLU, TCH, handset, cab speaker, terminal blocks, filters, and specialized cables (See item No. 24, Section 54.6).

All necessary hardware and electrical wires to ensure that the installation of items (1 thru 6 above) is completed and operational shall be provided by New Flyer. Information regarding wiring requirements will be provided by MDT to New Flyer well in advance of production.

38) Section 2.5.2.4 Training Schedule: Delete the table outlining the number of training hours required and replace with the following:

TRAINING SUBJECT AREA	HOURS PER CLASS	TOTAL HOURS
Body		
Doors		
Axles &Brakes & Air System		
Kneeling Chassis, Suspension & Frame		
HVAC		
Destination Signs / Electronics		
On-Board Electronics Diagnostics		
Propulsion System Maintenance		
Propulsion System Rebuild		
Auxiliary Power Unit, (Engine Maint)		
Auxiliary Power Unit, (Engine Rebuild)		
Auxiliary Motors		
Gear Units, Maintenance (if used)		
Gear Units, Rebuild (if used)		
Fuel & Cooling System		
Towing & Emergency Service Procedures		
Ramp/Wheelchair Lift Maintenance		
Ramp/Wheelchair Lift Rebuild		
Steering		
Theory of Electrical Basic Wiring		
Hybrid-Electric Drive System		
Electrical Unit Overhaul		
General Bus Familiarization		
Differential Overhaul		
Inspection & Servicing Familiarization		
Energy Storage System & Devices		
Service Truck Operator Familiarization		
Off-Board Charger System Maintenance		
Operator Familiarization		
Total Training Hours: (*with Wheelchair Lift)	To be charged per hour at MDT's request	

39) Delete the table under Item 601 of the conformed contract related to New Flyer Standard Bus Publications for 60 foot Low Floor Articulated Transit Bus, and replace with the following:

NEW FLYER STANDARD BUS PUBLICATIONS - 60 ft LF		
Final Operators' Guide (8.5x11 3-hole)	50	With First Production Bus Delivery
Final Parts Manual	6	With First Production Bus Delivery
Final Parts OEMXref Manual	6	With First Production Bus Delivery
Final Service Manual	6	With First Production Bus

		Delivery
Final Electrical Schematic Manual (11x17 3-hole normal paper	6	With First Production Bus Delivery
Final TIV CD ROM	1	With First Production Bus Delivery
Electronic Media Format (Shall included but no limited to Operator's Guide, Parts Manual, Parts OEMX ref Manual, Service Manual, and Electrical Schematic Manual with license and permission for unlimited use and reproduction)	2	With First Production Bus Delivery
Sub Total		
OEM VENDOR PUBLICATIONS		
		With First Production Bus Delivery or Soon
Cummins ISL Engine OEM Vendor Manual Set		After receiving from OEM Supplier
Customer Parts Manual	6	"
Troubleshooting & Repair - Fuel System & Electric	8	"
Service Manual Vol 1&2	6	"
Operation and Maintenance Manual	6	"
Owners Manual	6	"
Engine Part Manual PDF file	1	"
		With First Production Bus Delivery or Soon
Allison Ep50 Electric Propulsion Drive System Transmission		After receiving from OEM Supplier
Service Manual	6	"
Parts Manual	8	"
Electrical Schematic Manuals	6	"
Troubleshooting Manual	6	"
Principle Manual	8	"
Operators Manual	12	"
		With First Production Bus Delivery or Soon
Sutrax All-Electric HVAC		After receiving from OEM Supplier
Maintenance Manual	6	"
Operation Manual	6	
		With First Production Bus Delivery or Soon
Amerex ABC Model V25 OEM Manual (Includes only the Following)		After receiving from OEM Supplier
Operation and Maintenance Manual	6	"
		With First Production Bus Delivery or Soon
March Camera System with Kalatel Cameras OEM Manual (Includes only the Following)		After receiving from OEM Supplier
Operation and Maintenance Manual	6	"
		With First Production Bus Delivery or Soon
Vansco Multiplexing System OEM Manual (Includes only the		After receiving from OEM

Following)		Supplier
Hardware User Guides	6	"
Troubleshooting User Guides	6	"

40) Delete the table under Item 601 of the conformed contract related to New Flyer Diagnostics and Tooling, Special Tooling and Parts, and replace with the following:

New Flyer Diagnostic Equipment and Tools

Section	Description	Reference #	Price Per Unit	Quantity	Total Price
5.1.5.4.2, Addendum #9	Cummins Service Tool	6350573		4	
	Hybrid Service Tool Kit (Maintenance Tools Only)	6345916		4	
	DLA Adapter Kit	6351820		4	
	Vansco Software (Download from Net)	159687		4	
	Wabco Software	6334596		4	
	Wabco Cable for 63344596-Converter	6339620		4	
	Wabco Cable for 63344596-6 Pin Deutch	6339621		4	
	6 to 9 pin adapter	128951		4	
	Wabco Cable for 6334596 -M/F ext.	8339622		4	
	Jacking Adapter	306494		4	
	Tow Adapter(2pcs. Per set)	6343110		4	
	Accumulator Fit and Test Kit	6353624		2	
	Hydraulic Block Torque kit	6353626		2	
	Cylinder Pin Holder	6353636		2	
	Cylinder Pin Extractor	6353637		2	
	Hydraulic Fill and Test Kit	6332287		2	
	Front Axle Service Tools	6347492		3	
	Rear Axle Service Tools	6347493		3	
	Sutrax HVAC Diagnostic Software	N/A		4	
		Total		See Appendix C	

APPENDIX B

Delivery Schedule

The numbers of vehicles and parts described below are based upon the County's anticipated requirements:

1. Delivery Items and Schedule of Buses
Delivery of the first bus shall be completed by 1/31/10; and the remaining 18 buses shall be completed by 5/30/10 based on the issuance of a Notice to Proceed by June 1, 2009.

Item	Description	Quantity	Delivery Date
1	First 60' Hybrid Diesel/Electric Transit Bus*	1	1/31/10
2	60' Heavy Duty Articulated Hybrid Diesel/Electric Transit BRT	18	5/30/10
3	60' Heavy Duty Articulated Hybrid Diesel/Electric Transit BRT	3	1/30/11
4	60' Heavy Duty Articulated Hybrid Diesel/Electric Transit BRT	3	1/30/12
5	Spare Tire Rims (cost)	2 per bus	Per delivery schedule
6	Special Tools and Equipment including: EP systems Maintenance tools, Diagnostic readers and/or software for HVAC system, Engine Tune Up Kit including belt tension gauge, seal installers/removers, injector timing gauge, valve lash gauges.	As stipulated in Appendix A	TBD
7	Training	As stipulated in Appendix A	TBD
8	As-Built Drawings (electronic format)	1 set	(30) days after the delivery of the last bus

* The 19 buses from line items #1 and #2 shall be produced with '09 compliant engines.
* The 6 buses from line items #3 and #4 shall be subject to regulatory 2010 EPA requirements.

APPENDIX C

Price Summary

COST CHANGES FROM WMATA FP-7038R/JWW
Hybrid Electric – Bus Rapid Transit (BRT) Style Buses

CHANGE ITEM#	DESCRIPTION	PRICING TO CUSTOMER $
	WMATA Purchase Price per Bus	795,899
Reference Appendix A		
Miami Dade-4	Change engine & trans oil sampling from using probalizer fittings to KP series	No charge
Miami Dade-5	Change engine compartment gauges to remove the engine hour meter	No charge
Miami Dade-6	Remove spinner filter	No charge
Miami Dade-7	Change hydraulic reservoir from steel to Stainless steel w/sight glass	239.00
Miami Dade-8	Remove proximity switch and change fuel filter & fuel lines from Racor 490R to Fuel Pro 0382	534.33
Miami Dade-9	Pricing to add two spare wheels per bus	1090.90
Miami Dade-10	Pricing to delete rubrails	No charge
Miami Dade-11	Change paint scheme to MDT specific – graphics provided; Add decals in 3 languages as specified by MDT	860.00
Miami Dade-12	Pricing for contractor to furnish and apply all decals	No charge
Miami Dade-13	Remove guards on side turn signals	No charge
Miami Dade-14	Pricing to delete S1guards	No charge
Miami Dade-15	No charge to change the luggage rack color to Charcoal	No charge
Miami Dade-16	Change interior passenger lighting to Pretoria LED including stepwell lights & artic joint lights	6236.53
Miami Dade-17	Change farebox pedestal from carbon steel to Stainless steel	534.73
Miami Dade-18	American Seating Insight including Q-Straint – Change seating layout to remove (55) low smoke foam onserts & SST grab rails	2425.00
Miami Dade-19	Remove equipment boxes	No charge
Miami Dade-20	Change exit door glass from full length to bottom solid, top glass	No charge
Miami Dade-21	Remove hammer hinged door	No charge
Miami Dade-22	Change windows from top tip in bottom fixed including liners to full fixed including liners	No charge
Miami Dade-23	Change windshield to remove heater grid @ destination sign area	No charge

Miami Dade-24	Change front, side, front route & rear interior destination signs from Luminator to Twin Vision LED	796.80
Miami Dade-25	Requirement for DRI Public Address system to comply with ADA	----
Miami Dade-26	Change AVA system from Clever Devices to DRI 600 including ITS Architecture Software Upgrade	5409.20
Miami Dade-27	Remove lapel microphone – included in DRI AVA system	No charge
Miami Dade-28	- Remove registration holder - Remove wheel chocks - Remove pennant holder - Remove trash containers - Remove front license plate bracket	No charge
Miami Dade-29	Remove hubodometer & replace with EJ Ward Fuel Management System	673.00
Miami Dade-30	Change alternator regulator to remote mount	655.40
Miami Dade-31	Add cost to install MDT provided radio system	1449.68
Miami Dade-32	Change camera system from GE Mobilview III to March Networks system with GE cameras (8 int, 4 ext)	7728.93
Miami Dade-33	Remove APC system-included in AVA/AVL quote. Add cabling from UTA	4695.75
Miami Dade-34	Pricing to add 3 years additional Allison Extended Warranty to give a total of 5 years coverage	No charge
	Pricing to delete Teleflex pedals	No charge
	Delivery Cost	1721.75
Total Cost Changes:		35,051.00
Total Bus Price:		830,950.00

CHANGE ITEM# **(affects CONTRACT price, not per BUS charge)**	DESCRIPTION	PRICING TO CUSTOMER $
Miami Dade-35	Quality Assurance Plan	No charge
Miami Dade-36	Acceptance	-------
Miami Dade-37	Items provided by Miami Dade	-------
Miami Dade-38	Pricing to provide MDT Training requirements as tabulated	60 hrs New Flyer-provided: free, $150 per hour after 60 hours; vendor-provided training at vendor rates
Miami Dade-39	Pricing to provide MDT required New Flyer Standard Bus Publications	6400
Miami Dade-40	Pricing to provide MDT tooling requirements as tabulated	127,863.59
Miami Dade-41	Technical Information to be furnished	---------

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APPENDIX C (CONTD.)
Price Schedule

MILESTONE	DESCRIPTION	PAYMENT TERMS
1	Upon completion of the bus frame at Contractor's facility, as verified by MDT Inspector(s) and as deemed acceptable to release for final assembly.	Twenty-five percent (25%) of the unit price for each bus as itemized in the Price Summary.
2	Upon delivery and acceptance of buses by Miami-Dade County in accordance with Appendix A, item # 36.	Seventy-five percent (75%) of the unit price for each bus as itemized in the Price Summary.

APPENDIX D

MIAMI DADE COUNTY
AFFIDAVITS

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:
Name: Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***
(_____) _____	(_____) _____	_____

PROPOSER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (Explain): _____

IF CORPORATION,
Date Incorporated/Organized: _____

State Incorporated/Organized: _____

States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

CRIMINAL CONVICTION DISCLOSURE:
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.
□ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certified that this proposal is submitted in response to this solicitation.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

A-1 Rev. 1/23/07

Form A-2

AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) ProjectTitle:_____Project No.:_____

(2) Department:

_____

(3) Proposer's Name:

_____

Address: _____Zip: _____

Business Telephone: (_____) _____

(4) **List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:**

NAME	TITLE	EMPLOYED BY	TEL. NO.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is <u>not</u> required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, 2009

by_____, a _____, who is
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

personally known to me or who has produced _____ as

identification and who did/did not take an oath.

_____
(Signature of person taking acknowledgement)

_____
(Name of Acknowledger typed, printed or stamped)

_____ _____
(Title or Rank) (Serial Number, if any)

Revised 2/2/09

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 200___

Addendum #2, Dated _____, 200___

Addendum #3, Dated _____, 200___

Addendum #4, Dated _____, 200___

Addendum #5, Dated _____, 200___

Addendum #6, Dated _____, 200___

Addendum #7, Dated _____, 200___

Addendum #8, Dated _____, 200___

Addendum #9, Dated _____, 200___

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature:_____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

A-3 - Rev. 1/27/00

Form A-4

LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

   Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

   Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address
   _____

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

   Check box, if applicable:

   a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.

   b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.

   c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by_____
   _____
   _____
   _____
   _____
   _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2009. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

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

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

or has presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

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

Notary Public _____ Notary Seal
(State)

FORM A-5
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	*Principal Owner*	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race

Business Name and Address of Direct Supplier	*Principal Owner*	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

_____

Signature of Proposer's Authorized Representative | **Print Name** | **Print Title** | **Date**

Form A-6

FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

_____

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

APPENDIX E

FEDERAL TRANSIT ADMINISTRATION AFFIDAVITS

EXHIBIT FED-DB-1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER TIER COVERED TRANSACTION)

The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it has done so, by placing an "X" in the following space: _____.

THE BIDDER OR OFFEROR,_____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY.

IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

_____Signature of Participant's Authorized Official

_____Name and Title of Participant's Authorized Official

_____Date

EXHIBIT FED-LB1

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by Government wide Guidance for New Restrictions on Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(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 subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements), and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

_____Signature of Contractor's Authorized Official

_____Name and Title of Contractors Authorized Official

_____Date

EXHIBIT FED-BY2

BUY AMERICA
CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

If the bidder does not submit a signed certification with the bid, submits the wrong certification of compliance, <u>or certifies both compliance and non-compliance</u>, that bid is non-responsive and cannot be considered.

Select only one of the following certifications:

☐ Certification requirement for procurement of steel, iron, or manufactured products. Certificate of Compliance with 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

- OR -

☐ Certification requirement for procurement of buses, other rolling stock and associated equipment. Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C). The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

- OR -

☐ Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) or 49 U.S.C. 5323(j)(2)(C), and 49 C.F.R. 661.5 or 49 C.F.R. Part 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date_____

Signature_____

Company Name_____

Title_____

EXHIBIT FED-DA1

CERTIFICATION OF PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS

I, _____, _____,
(Print Name) *(Title)*

representing _____, certify that, based on
(Name of Company)

the definitions in 49 CFR part 655 safety-sensitive functions are to be performed for Miami-Dade Transit by

_____ under Purchase Order or Contract Number
(Name of Company)

_____ entitled _____.
(Bid No.) *(Bid Title)*

I further certify that by _____ 20_____, _____
(Date) *(Name of Company)*

will be in compliance with 49 CFR part 655- Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations. I understand that this will require that my company establish and maintain a comprehensive drug and alcohol program in accordance with each section of 49 CFR parts 655 and CFR 40.

ACKNOWLEDGMENT

_____
Representative's Signature

INFORMATION FOR MDT PROPOSERS LIST

RFP Description: _____

RFP No.: _____ SIC: _____

Instructions to Proposers: Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign this affidavit.

PROPOSER INFORMATION:

Firm Name: _____ F.E.I.D. _____

Street Address: _____ Suite No.: _____

City: _____ State: _____ Zip Code: _____

Submitted as Prime Bidder?: Yes ____ No ____ If No, enter name of Prime: _____

Year Firm Founded: _____ Annual Gross Receipts of Firm: $_____

Phone No.: _____ FAX No.: _____ Email: _____

DBE INFORMATION

Certified in Dade County as DBE?: Yes ____ No If Yes, enter expiration date: ____/____/_____

Ethnicity (Circle one): Black Hispanic Native American Asian-Pacific American
Subcontinent Asian American Other: _____

Gender: Male _____ Female _____ DBE Commitment by Prime: _____%

AFFIDAVIT

I affirm that the information submitted is correct to the best of my knowledge.

_____	_____	_____	_____
Signature	Name printed or typed	Title	Date

For MDT use only: Was the subject bid awarded to this prime? Yes _____ No _____
DBE Goal? Yes _____ No _____ DBE Goal Percent _____ %

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda No.: **8(O)1(F)**

File Number: **091242**

Committee(s) of Reference: **Board of County Commissioners**

Date of Analysis: **April 23, 2009**

Type of Item: Contract to Purchase; Bid Waiver

Summary

This resolution allows Miami-Dade Transit (MDT) to access an existing Washington Metropolitan Area Transit Authority (WMATA) contract for hybrid diesel/electric buses. The resolution also waives formal competitive bidding to access the contract to purchase 25 sixty-foot hybrid buses from New Flyer Industries, Inc.

Background and Relevant Legislation

Pursuant to the contract, MDT will purchase 25 sixty-foot hybrid diesel/electric buses from New Flyer Industries, Inc.

In November 19, 2007, WMATA awarded New Flyer a contract for 203 hybrid buses through a competitive process. Because this resolution requires that formal bid procedures be waived, a 2/3 vote of the Commissioners present is required for passage by the full Board of County Commissioners (BCC). MDT is moving towards replacing its entire fleet of 850 diesel buses with hybrid diesel/electric buses by 2018.

According to MDT, there is generally a $200,000 difference between the cost of hybrid buses and standard diesel buses; however, the true cost of the hybrid buses may be more comparable as hybrid buses realize greater fuel cost savings over their useful life.

The contract states that the first bus will be delivered by January 31, 2010; 18 buses will be delivered by May 30, 2010; 3 buses will be delivered by January 30, 2011; and the remaining 3 buses will be delivered by January 30, 2012.

Resolution R-350-09

On April 2, 2009, the BCC approved a similar procurement of 13 forty-foot hybrid buses by accessing a competitive contract from Broward County. The cost of that contract was $7,494,000.

Budgetary Impact

According to the County Manager's memorandum, the 25 buses will cost $21,585,000. Funding for the buses will come from the Federal Transit Administration Urban Partnership, $13,845,000; Florida Department of Transportation, $3,870,000; and the Transit Surtax, $3,870,000.

The total price per bus is $830,950, inclusive of MDT-requested changes from the WMATA contract valued at $35,051.

The cost for the buses includes: 3 years Allison extended warranty at no additional charge for a total coverage of 5 years warranty per bus, and a $1,721.75 per bus delivery charge. It also includes the first 60 hours of training for MDT personnel at no cost, and a negotiated rate of $150/hr for any additional training needed.

Other charges include: Diagnostic equipment and tools at $127,863.59; and bus publications $6,400.00.

Questions:

The County Manager's memorandum states that accessing the competitive contract of another transit agency will "reduce the County's cost" and allow the "expedited deployment" of the new buses. Exactly how much money and time will the County save by accessing WMATA's contract for hybrid buses?

Additional Notes

This resolution was amended during the April 15, 2009 Transit, Infrastructure and Roads Committee to provide that 25% of the payment for a bus will be made upon completion of and satisfactory inspection of the bus frames at the contractor's facility. The remaining 75% of the payments will be made after MDT's final acceptance of the bus.

Prepared By: Jason T. Smith