Memorandum

MIAMI-DADE COUNTY

Date:	May 3, 2011
To:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners
From:	Alina T. Hudak County Manager
Subject:	Resolution Ratifying the County Mayor's or County Mayor's Designee Action in Authorizing the Department of Procurement Management Contracts Pursuant to Section 2-8.2.7 of the Code of Miami-Dade County relating to the Economic Stimulus Plan

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

RECOMMENDATION

It is recommended that the Board of County Commissioners adopt the attached resolution ratifying the County Mayor's or County Mayor's designee's actions in approving execution of an agreement with Florida Transportation Systems, Inc. in the amount of $2,516,005 to purchase eight medium duty buses for the cities of Hialeah and Hialeah Gardens, as authorized by Section 2-8.2.7 of the Code of Miami-Dade County, Economic Stimulus Ordinance.

BACKGROUND

On June 30, 2009, the Board adopted Ordinance No. 09-60, amending Section 2-8.2.7 of the Code of Miami-Dade County, providing for the expedited award of capital projects and goods and services funded in whole or in part through the American Recovery and Reinvestment Act ("ARRA").

The Federal Transit Administration (FTA), under the Urbanized Area Formula Funding program (49 U.S.C. 5307), awarded Miami-Dade County $2,379,147 under the American Recovery and Reinvestment Act (ARRA) of 2009, to purchase buses for the City of Hialeah and the City of Hialeah Gardens. In accordance with Section 2-8.2.7 of the Code, the County Manager approved the purchase of eight buses by accessing a competitively awarded contract by the Florida Department of Transportation (FDOT) on November 30, 2010. The first bus is scheduled to be delivered on July 1, 2011. The remaining seven buses are scheduled to be delivered on August 30, 2011. Although the buses will be operated and maintained by the City of Hialeah for these two cities, the County will hold title to the buses.

The FDOT contract includes language and requirements of the FTA, including the Buy America requirements. Accessing this competitively established FDOT contract will allow the County to purchase the buses and expedite their deployment, which will assist the two cities to provide improved public transportation to local residents and business.

SCOPE

The purchase of the buses will benefit the cities of Hialeah and Hialeah Gardens.

FISCAL IMPACT/FUNDING SOURCE

The Federal Transit Administration (FTA), under the Urbanized Area Formula Funding program (49 U.S.C. 5307), awarded Miami-Dade County $2,379,147 under the American Recovery and Reinvestment Act (ARRA) of 2009, to purchase buses for the City of Hialeah and the City of Hialeah Gardens. As the County is the recipient of the ARRA grant, the

contract for the purchase of the buses is awarded by the County. There is no fiscal impact to the County as the purchase is entirely funded by ARRA grant funds and City of Hialeah funds.

TRACK RECORD / MONITOR

The staff assigned to manage this contract is Carlos Delgado, Engineer 3, Field Engineering and Systems Maintenance, MDT. The staff responsible for managing this grant is Patricia Barry, Coordinator, Grants Division, MDT.

DELEGATION OF AUTHORITY

The authority of the County Mayor or County Mayor's Designee to execute and implement this contract is consistent with those authorities granted under Section 2-8.2.7 of the Code of Miami-Dade County.

Assistant County Manager

Memorandum

MIAMI-DADE COUNTY

Date: November 29, 2010

To: George M. Burgess
County Manager

From: Miriam Singer, CPPO
Director, Department of Procurement Management

Subject: Recommendation for Approval to Award Contract No. TRIPS-09-MD-FTS; Medium Duty Bus

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RECOMMENDATION

It is recommended that the County Manager award this contract to Florida Transportation Systems, Inc. for purchase of eight 30 foot medium duty diesel transit buses for the cities of Hialeah and Hialeah Gardens by accessing a competitively awarded contract established by the Florida Department of Transportation (FDOT).

Delegation of Authority – The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County, Ordinance 09-60 Amending the Economic Stimulus Plan Extending the Sunset Provision and Including Capital Projects and Purchases of Goods and Services Funded by the American Recovery and Reinvestment Act (ARRA). This award will be presented to the Board of County Commissioners for ratification.

CONTRACT NUMBER: TRIPS-09-MD-FTS

CONTRACT TITLE: Medium Duty Bus

TERM: Five Years (May 11, 2009 – May 10, 2014) as awarded by FDOT. Miami-Dade County contract will commence on the date of issuance of Notice-To-Proceed and will expire on May 10, 2014

METHOD OF AWARD: Access of other Governmental Entity's Competitive Contract

CONTRACT AMOUNT: $2,516,055

USING/MANAGING AGENCY AND FUNDING SOURCE:

Department	Allocation	Funding Source	Contract Manager
Hialeah Transit	$ 2,379,147	ARRA Grant to Hialeah and Hialeah Gardens through Miami-Dade Transit	Jorge DeLaNuez (City) and Fred Shields (County)
Hialeah Transit	$ 136,908	City of Hialeah Funds	Jorge DeLaNuez, Transit Manager
Total	**$ 2,516,055**		

DPM AGENT/OFFICER: Jesús Lee, Department of Procurement Management

MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: May 3, 2011

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

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

Please note any items checked.

_____ **"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**

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

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

1

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(E)
5-3-11

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE ACTIONS, AS AUTHORIZED BY SECTION 2-8.2.7 OF THE CODE OF MIAMI-DADE COUNTY, IN APPROVING EXECUTION OF AN AGREEMENT WITH FLORIDA TRANSPORTATION SYSTEMS, INC IN THE AMOUNT OF $2,516,005 FOR AN AMERICAN RECOVERY AND REINVESTMENT ACT ("ARRA") FUNDED PROJECT TO PURCHASE MEDIUM DUTY BUSES FOR THE CITIES OF HIALEAH AND HIALEAH GARDENS, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

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 this Board ratifies the actions of the County Mayor or County Mayor's Designee, as authorized by Section 2-8.2.7 of the Code of Miami-Dade County, in approving the selection of Florida Transportation Systems, Inc. in substantially the form attached hereto and made a part hereof, in the amount of $2,516,005 for the purchase of Medium Duty Buses for the cities of Hialeah and Hialeah Gardens, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and any other rights contained therein.

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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of May, 2011. This resolution shall become effective 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.

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

VENDOR(S) RECOMMENDED FOR AWARD:

Awardee(s)	Address	Principal
Florida Transportation Systems, Inc. (Non-Local)	7703 Industrial Lane Tampa FL 33637	Christopher Rustman

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

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

CONTRACT MEASURES: No measures- Accessing other entity's contract

VENDOR(S) NOT RECOMMENDED FOR AWARD: None

REVIEW COMMITTEE DATE: October 27, 2010; Item #5-03

LIVING WAGE: The services being provided are not covered under the Living Wage Ordinance.

USER ACCESS PROGRAM: The User Access Program provision will not apply due to the funding source.

LOCAL PREFERENCE: The Local Preference Ordinance does not apply.

ESTIMATED CONTRACT COMMENCEMENT DATE: Upon approval by the County Manager

BACKGROUND

The Federal Transit Administration (FTA) awarded Miami-Dade County $2,379,147 under the American Recovery and Reinvestment Act (ARRA) of 2009 to purchase buses for various municipalities. As the County is the recipient of the ARRA grant, the contract for the purchase of the buses will be awarded by the County. This recommendation is to purchase eight 30 foot medium duty diesel transit buses for the Cities of Hialeah and Hialeah Gardens. Although the buses will be operated and maintained by the City of Hialeah for these two cities, the County will hold title to the buses.

The Florida Department of Transportation (FDOT), through an agreement with the Center for Urban Transportation Research (CUTR) at the University of South Florida, has developed the Transit Research Inspection Procurement Services (TRIPS) program. The program is managed by the FDOT and administered by CUTR.

Under this program, FDOT awarded a competitive contract through a Request for Proposals issued by CUTR. The solicitation was developed as a consolidated procurement available to transit agencies in the State of Florida. Seven proposals were received from four vendors. The proposals were evaluated by a technically competent committee based on the criteria specified in the solicitation. CUTR has authorized the County to purchase eight buses under the resultant contract.

There is no fiscal impact to the County as the purchases are entirely funded by the ARRA grant and City of Hialeah funds.

The FDOT contract includes language and requirements by the FTA, including Buy America requirements. Accessing the results of this competitively established FDOT contract will allow the County to purchase and allow the expedited deployment of the buses for the cities in a timely manner.

Attachments

Approved

George M. Burgess
County Manager

Date 11/30/10

Not Approved

George M. Burgess
County Manager

Date

2010 NOV -9 AM 11:03

USDOT
TIGER
DOT.GOV

November 3, 2010
Mr. Chris Rustman, President
Florida Transportation Systems, Inc.
7703 Industrial Lane
Tampa, Florida 33637

Re: Contract # TRIPS-09-MD-FTS

Dear Mr. Rustman:

Miami-Dade County, hereinafter referred to as the County, is accessing the above referenced State of Florida, Department of Transportation (FDOT) contract with Florida Transportation Systems, Inc., hereinafter referred to as the Contractor, to purchase eight (8) Medium Duty Bus Type Transit Vehicles, El Dorado National E-Z Rider II 31' 9" Length (34,000 Lb) and associated tools and equipment. The Miami-Dade Transit (MDT) Department is purchasing these vehicles on behalf of the City of Hialeah and City of Hialeah Gardens using funds from the American Recovery and Reinvestment Act (ARRA), through the Federal Transit Administration (FTA). 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 # TRIPS-069-MD-FTS and all associated amendments; except for the changes / options 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 included as Appendix B to this agreement.

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

5) Orders will be placed using the Order Packet in Appendix D.

6) 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 November 3, 2010, and all appendices herein 2) FDOT Contract documents incorporated herein by reference.

   FDOT Contract documents consist of the following:

   a) Contract number TRIPS-09-MD-FTS (March 2009) and any subsequent amendments.

9

b) Request For Proposal – TRIPS-09-MD-RFP (November 2008) and any associated addenda and attachments thereof.

c) Florida Transportation's proposal in response to the RFP # TRIPS-09-MD-RFP.

7) 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.

8) 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.

9) 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: Fred Shields
Phone: 305-637-3741
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>

Florida Transportation Systems, Inc.
7703 Industry Lane
Tampa, Florida 33637

Attention: Mr. Chris Rustman

Phone: 800-282-8617
Fax: 813-864-0718
E-mail: crustman@fts4buses.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.

10) INSURANCE:

Proposer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Proposer or its employees, agents, servants, partners principals or subcontractors. Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Proposer shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

11) 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.

12) 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 Summary. 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 will be negotiated in good faith by the County and the Contractor.

13) METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County, on per vehicle basis, after the Final Acceptance by the County, upon invoices certified by the Contractor pursuant to Appendix C – Price Summary. 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 any payment for buses until the Final Acceptance by the County as specified herein, Appendix A. All payments shall be made as provided herein less any amounts for damages in accordance with Appendix C.

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: Fred Shields

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

14) 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.

15) 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.

16) ADA ACCESS

The rolling stock purchased under this agreement must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

17) SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation thereof by FDOT. 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.

18) 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: Florida Transportation Systems Inc.

Title: Sales Consultant

Date: 11/8/10

Attest: _____
Corporate Secretary/Notary Public

Corporate Seal/Notary Seal

Attachments:
Appendix A: Miami-Dade County changes to the TRIPS contract
Appendix B: Delivery Schedule
Appendix C: Price Summary
Appendix D: Order Packet

APPENDIX A

Miami-Dade County's changes to FDOT Contract # TRIPS-09-MD-FTS are listed below. Any reference to these sections in the FDOT contract and the RFP shall be changed to the amended language below.

1) Delivery Section: Add the following language to section 1.5 of the FDOT contract.

p. 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 to be specified in writing by the County at a later date.

q. 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

r. Acceptance Procedures Section: Add the following section to 1.5 of the TRIPS contract

(A) 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) working days after bus delivery. MDT will notify the Contractor in writing of acceptance or non-acceptance within ten (10) working days after completion of tests. Final Acceptance may occur earlier if MDT notifies the Contractor in writing of early acceptance or places the bus in revenue service. If the bus fails these tests, it

shall not pass Final Acceptance until the repair procedures defined below have been carried out and the bus retested until it passes.

(B) 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.

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

(D) 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.

s. Delivery of As-built Drawings
The Contractor shall provide 1 set of as-built drawings of buses as per Appendix B. Any amendments/changes that did not incur a change in bus design do not require as-built drawings.

t. 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.

u. Assumption of Risk of Loss
The County 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.

v. Liquidated and Compensatory Damages for Late Delivery of Transit Buses

If the Contractor fails to deliver the vehicle (s) within the time (delivery schedule) specified in Appendix B, Delivery Schedule, it is understood and the Contractor agrees that the liquidated damages specified in Section 1.10 of the FDOT contract will prevail.

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.

w. 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.

x. 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.

y. 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) Legal Requirements Section: Add the following paragraph to section 2.1.17 of the FDOT contract:

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).

3) Electrical System Section: Add the following to section 2.16.1 of the FDOT contract:

The bus shall be pre-wired to accommodate a Smart Card reader/DCU.

Provide an electronic equipment compartment tower mounted behind the driver's area on the roadside front wheelhouse to securely house on-board electronic equipment.

4) Exterior Finish Section: Add the following to section 2.43.2 of the FDOT contract:

A black-out window mask around the side windows on both sides of the bus shall be incorporated into the paint scheme to give the side windows a continuous appearance.

5) Interior Finish Section: Add the following to section 2.41.13 of the FDOT contract:

A detailed interior decals and signage materials specifications shall be submitted to MDT for review and approval prior to production.

6) Numbering and Signing Section: Add the following as section 2.43.6 to the FDOT contract:

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. bilingual (English and Spanish) 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 <u>ADA, safety and passenger information</u> related decals, including bike rack, door, and roof hatch instructions shall be tri-language: English, Spanish and Creole.

<u>Fleet Number</u>

Final configuration and exact location of the fleet identification number assigned to the vehicle shall be submitted to MDT for review and approval prior to production.

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 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.

Interior Signage

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

7) Public Address System Section: Add the following as section 3.23.3 to the FDOT contract:

   Contractor shall supply a 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.

8) Event Data Recorder (EDR): Delete entire Section 2.47.7

9) Lift-U Wheelchair Ramp Warranty: Modify Part 5, Section 5.1.2 to reduce 4-years Parts & Labor Warranty to 1-year Parts & Labor Warranty.

APPENDIX B

Delivery Schedule

The numbers of vehicles, tools, 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 7/1/2011; and the remaining buses shall be completed by 8/30/2011 based on the issuance of a Notice to Proceed by November 15, 2010.

Item	Description	Quantity	Delivery Date
1	First El Dorado National E-Z Rider II 31' 9" Length (34000 Lb) Medium Duty Bus	1	7/1/2011
2	El Dorado National E-Z Rider II 31' 9" Length (34000 Lb) Medium Duty Bus	7	8/30/2011
3	Mounted and Balanced Spare Tire and Wheel Assembly	1 per bus	Delivery with each bus
4	Special Tools and Equipment. (One Set of Diagnostic Tool for engine, transmission, Multiplex, ABS, and Thermo-King HVAC system. Including one(1) Laptop computer and one (1) DPA4 USB package connector)	1 set	(30) days after the delivery of the first bus
5	Training	As per contract	(30) days after the delivery of the first bus
6	As Built Manual (Hard copy and electronic format)	1 set	(30) days after the delivery of the last bus
7	As-Built Drawings (electronic format)	1 set	(30) days after the delivery of the last bus

APPENDIX C

Price Summary
Cost Changes From TRIPS-09-MD-FTS

El Dorado National E-Z Rider II 31' 9" Length (34,000 Lb) Buses

A: Eldorado National E-Z Rider II 31' 9" Length (34,000 lb)	$268,637	Options and Modifications
USSC Model 9100ALX 3 Point Belt	$821	Option
Sure-Lock Titan System W/Solo Floor Pods (2 positions)	$1,322	Option
Lift U Ramp (LU-11)	$8,060	Option
Freedman Seating- Citi-Seats AV Inserts Standard seat (per person)	$5,852	Option
Freedman Seating- Citi-Seats AV Inserts Flip-Type seat (per person)	$3,402	Option
Twin Vision Elyse Electronic Destination Signs (front, side, and rear)	$7,567	Option
Brushed Aluminum Wheels	$2,950	Option
Two (2) position bike rack with tell-tale notification	$1,534	Option
90 Gallon Fuel Tank	$156	Option
Altro Flooring	$840	Option
One (1) set of Diagnostic tools divided equally among eight (8) buses. Includes diagnostic tools for: engine, transmission, Multiplex, ABS and Thermo-King HVAC system. Also includes one (1) laptop computer and one (1) DPA4 USB package connector	$836	Option
Pre-Wire for Smart Card	$300	Modification
Compartment Tower	$816	Modification
Paint Black Out Windows	$565	Modification
Delete Extended Warranty Lift -U Lu11 (Mfg Std. Warranty	-$1,600	Modification
Delete 24/7 Event Data Recorder	-$2,650	Modification
B: Options, Modifications, and Deletions Sub-total	**$30,771.00**	
C: Total Price for One Bus (A+B) = C	$299,408.00	
D: Grand Total Cost (Estimated Extended price for eight buses) (C x 8) = D	$2,395,264.00	

* The exact amount will be determined based on the NTP issuance date.

APPENDIX D

Order Packet

AGENCY NAME: CITY OF HIALEAH & HIALEAH GARDENS

ITEM	UNIT COST	QUANTITY	TOTAL COST
Base Vehicle Type			
Eldorado National E-Z Rider II 31' 9" Length (34,000 lb)	$268,637	1	$268,637
Center passenger doorway *(single front door standard)*	$4,423	0	$0
Alternative body styling (BRT exterior appearance package upgrade)	$13,100	0	$0
Cummins ISL-07, 8.7L 280HP Heavy Duty Diesel Engine	$34,794	0	$0
BRT Front Cap Only	$5,900	0	$0
Transmission options			$0
Alternative Drive train-Hybrid Drive Train System Allison-EP40	$209,500	0	$0
Allison B400R Transmission	$4,316	0	$0
Voith 864.5E Transmission	$275	0	$0
ZF-6HP504C Transmission	$583	0	$0
			$0
Paint Scheme options			$0
Paint scheme 1	Standard	1	$0
Paint scheme 2	$1,500	0	$0
Paint scheme 3	$1,800		$0
			$0
Driver Seat options			$0
USSC Model 9100ALX	$623		$0
USSC Model 9100ALX 3 Point Belt	$821	1	$821
SUB-TOTAL PAGE ONE	-	-	
Item	**Unit Cost**	**Quantity**	**Total Cost**
Securement System options			
American ARM System (2 positions)	$3,300	0	$0
Q-Straint QRT Max L Track (2 positions)	$1,322	0	$0
Sure-Lok Titan System W/ Solo Floor Pods (2 positions)	$1,322	1	$1,322
Additional Seat Belt Extensions (2 standard)	$22	0	$0
			$0

Wheelchair Ramp options (Front or Center Door)			$0
Lift U Ramp (LU-11)	$8,060	1	$8,060
Braun Ramp (RA400)	$5,450	0	$0
			$0
Seating options			$0
Freedman Seating- Citi-Seats AV Inserts			$0
Standard seat **(per person)**	$308	19	$5,852
Flip-Type seat **(per person)**	$378	9	$3,402
Fold-Away seat **(per person)**	$637	0	$0
American Seating-6468 VR50 Inserts			$0
Standard seat **(per person)**	$315		$0
Flip-Type seat **(per person)**	$420		$0
Fold-Away seat **(per person)**	$762		$0
			$0
Destination Sign options			$0
Transign Curtain Roller Type Destination Signs (front,side)	$1,683	0	$0
Twin Vision Elyse Electronic Destination Signs (front,side,rear)	$7,567	1	$7,567
SUB-TOTAL PAGE TWO	-	-	[redacted]

Item	Unit Cost	Quantity	Total Cost
Fire Suppression System (Mandatory)			
Amerex Fire Suppression System (Amerex V-25 System)	$3,500	0	$0
JoMarr Fire Suppression System (JoMarr VTS-12)	$4,312	0	$0
Wheel options			
Brushed Aluminum Wheels	$2,950	1	$2,950
Polished Aluminum Wheels	$3,350	0	$0
Bike Rack options			$0
Two (2) position bike rack with tell-tale notification	$1,534	1	$1,534
Three (3) position bike rack with tell-tale notification	$2,178	0	$0
Other Equipment Options			
Emco-Wheaton Dry Break Fuel System	$750	0	$0
Engine Coolant Filter	$134	0	$0
90 Gallon Fuel Tank	$156	1	$156
Keyed Alike Ignitions	$80	0	$0
Block/Run Number Box	$311	0	$0
AM/FM/CD Stereo MP3 Player	$550	0	$0
Rear Backing Camera System	$800	0	$0

Drivers Fan	$49	0	$0
Public Address System	Standard	1	$0
Microphone Cable 10 Inch Extension (includes a spare hand held micro phone with cord extension, jack, clip)	$104	0	$0
Hub Meter	$130	0	$0
SUB-TOTAL PAGE THREE	-	-	[redacted]

Item	Unit Cost	Quantity	Total Cost
Altro Flooring	$840	1	$840
247 (4) Camera Surveillance System added to the data recorder	$2,457	0	$0 $0
Add (1) Camera to Surveillance System	$377	0	$0
Teleflex Morse adjustable brake and accelerator pedal	$1,190	0	$0
Special Tools and Spare Parts			
Differential center section (drop-in unit only)	$4,905	0	$0
A/C compressor, complete with clutch assembly	$4,985	0	$0
Engine Door	$516	0	$0
Heater core	$109	0	$0
Set of wiper motors	$90	0	$0
Set of windshields	$558	0	$0
Set of type window glazing	$3,200	0	$0
Complete set of skirt panels	$1,628	0	$0
Spare Power Pack	$49,432	0	$0
Spare Engine	$33,601	0	$0
Spare Transmission	$15,458	0	$0
Destination Sign package (Including; front, side(s), and rear	$7,567	0	$0
Set of Entrance Doors	$4,867	0	$0
Door Motor	$1,850	0	$0
Left Rear corner panel	$295	0	$0
Right Rear corner panel	$295	0	$0
Rear Bumper	$1,119	0	$0
SUB-TOTAL PAGE FOUR	-	-	[redacted]

Item	Unit Cost	Quantity	Total Cost
Front cap excluding windshield	$1,172	0	$0

Set of Access door(s) and exterior door(s)	$1,117	0	$0
Set of Diagnostic tools*	$6,687	0.125	$836
* Includes diagnostic tools for: engine, transmission, Multiplex, ABS and Thermo-King HVAC system. Also includes one (1) laptop computer and one (1) DPA4 USB package connector.			
One set of Diagnostic Tools Divided Equally Among 8 buses			
SUB-TOTAL PAGE FIVE	-	-	[redacted]
SUB-TOTAL PAGE FIVE	-	-	[redacted]
SUB-TOTAL PAGE FOUR	-	-	[redacted]
SUB-TOTAL PAGE THREE	-	-	[redacted]
SUB-TOTAL PAGE TWO	-	-	[redacted]
SUB-TOTAL PAGE ONE	-	-	[redacted]
GRAND TOTAL (SUM OF SUB-TOTALS 1 THROUGH 5)	-	-	$301,977
PRE-WIRE FOR SMART CARD	$300	1	$300
COMPARTMENT TOWER	$816	1	$816
PAINT BLACK OUT WINDOWS	$565	1	$565
CITY OF HIALEAH OPTIONS TOTAL			[redacted]
DELETE EXT WRRTY LIFTU LU11 (MFG STD. WARRANTY			**-$1,600**
DELETE 24/7 EVENT DATA RECORDER			**-$2,650**
TOTAL PRICE PER UNIT			**$299,408**
TOTAL PRICE, EIGHT (8) UNITS			**$2,395,264**