

Memorandum



Date: December 6, 2011

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

Agenda Item No. 8(F)(1)

From: Honorable Carlos A. Gimenez
Mayor

Subject: Resolution Ratifying Action of the County Mayor or County Mayor's Designee
Relating to the Purchase of Four Buses under the Economic Stimulus Plan

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution ratifying the action of the County Mayor or County Mayor's designee in executing an agreement with Gillig LLC in the amount of \$1,657,000 to purchase four 30-foot low floor diesel buses for the cities of Coral Gables (one bus), and Miami Beach (two buses), and Town of Cutler Bay (one bus), as authorized by Section 2-8.2.7 of the Code of Miami-Dade County, Economic Stimulus Ordinance.

SCOPE

The purchase of the buses will benefit the Cities of Coral Gables, Miami Beach, and Town of Cutler Bay, impacting Commission Districts 4, 5, 6, 7, 8, and 9.

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 \$1,732,737 under the American Recovery and Reinvestment Act of 2009 (ARRA) to purchase buses for the Cities of Coral Gables, Miami Beach, and Town of Cutler Bay. The County must purchase the buses as the recipient of the ARRA grant.

There is no fiscal impact to the County as the purchase is entirely funded by ARRA grant funds. Operating and maintenance costs are detailed below:

City	Operations and Maintenance
Miami Beach	The buses purchased will be assigned to the existing Miami-Dade Transit Routes (Nos. 115/117) with no change in service. There would be no change in current operating costs therefore creating no fiscal impact to the County.
Coral Gables	The City of Coral Gables will operate and maintain their buses. There is no fiscal impact to the County.
Cutler Bay	Miami-Dade Transit will use the bus purchased on the Town of Cutler Bay's circulator route. Cutler Bay will pay the full operating cost of this route, thus there is no fiscal impact to the County.

TRACK RECORD / MONITOR

The staff member assigned to manage this contract is Fred Shields, Special Projects Administrator II, MDT Bus Maintenance. The staff member responsible for managing this ARRA grant is Suzanne Salichs, Manager, MDT Grants Division.

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
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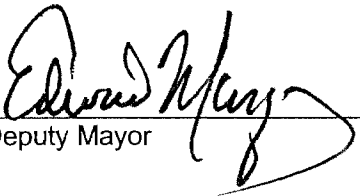
DELEGATION OF AUTHORITY

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.

BACKGROUND

The, FTA under the Urbanized Area Formula Funding program (49 U.S.C. 5307), awarded Miami-Dade County \$1,732,737 under ARRA to purchase buses for the Cities of Coral Gables, Miami Beach, and Town of Cutler Bay. In accordance with Section 2-8.2.7 of the Code, the County accessed a competitively awarded contract by the Central Florida Regional Transportation Authority d/b/a LYNX on June 27, 2011 to purchase the four buses. The buses are scheduled to be delivered before June 2012. The buses for City of Miami Beach and Town of Cutler Bay will be operated and maintained by MDT. The City of Coral Gables will operate and maintain its bus. The County will hold title to all the buses.

The LYNX contract includes FTA provisions, including Buy America requirements. Accessing this competitively established contract allows the County to purchase the four buses, and expedite their deployment. This will assist the three municipalities to provide improved public transportation.


Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: December 6, 2011

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

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
12-6-11

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 GILLIG LLC IN THE AMOUNT OF \$1,657,000 TO PURCHASE FOUR THIRTY-FOOT LOW FLOOR DIESEL TRANSIT BUSES FOR THE CITIES OF CORAL GABLES, MIAMI BEACH, AND TOWN OF CUTLER BAY, 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 Gillig LLC in substantially the form attached hereto and made a part hereof, in the amount of \$1,657,000 for the purchase of four 30-foot low floor diesel buses for the cities of Coral Gables, Miami Beach, and Town of Cutler Bay, 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
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

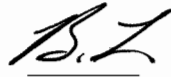
The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of December, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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



January 24, 2011

Mr. Butch Sibley
Gillig LLC
25800 Clawiter Rd
Hayward, CA 94545

Re: Central Florida Regional Transportation Authority d/b/a LYNX, Contract No. 09-C05, Heavy Duty Transit Coaches

Dear Mr. Sibley:

Miami-Dade County, hereinafter referred to as the County, is purchasing two (2) 30ft Low Floor BRT Diesel buses in accordance with the terms and conditions of the above referenced contract with Gillig LLC. The Miami-Dade Transit (MDT) Department is purchasing these vehicles on behalf of the City of Miami Beach 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 No. 09-C05 and all associated amendments as specified in this Letter of Agreement (LOA), reference number 09-C05-MB, hereinafter referred to as the Agreement.
- 2) The County's selection of options and modifications from the referenced contract are specified in Appendix A of this Agreement.
- 3) The pricing schedule is specified in Appendix B.
- 4) The Contractor shall deliver the buses and associated products and services in accordance with the delivery schedule specified in Appendix C to this Agreement.
- 5) Order of Precedence: If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions dated January 24, 2011, and all appendices herein, and 2) Central Florida Regional Transportation Authority d/b/a LYNX, Contract documents incorporated herein by reference.
- 6) 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.

This agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Contractor agrees 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.

7) **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) To the County

- 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) To the Contractor

Gillig LLC
25800 Clawiter Rd.
Hayward, CA 94545
Attention: Butch Sibley
Phone: 510-589-9430
E-mail: bsibley@gillig.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.

8) INSURANCE REQUIREMENTS:

The Contractor shall provide insurance certificate as per the requirements specified in the Central Florida Regional Transportation Authority, d/b/a LYNX Contract, and must show Miami Dade County as an 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.

The Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors except for those liabilities, losses or damages which arise out of or as a result of the sole conduct and / or negligence of the County, its officers, employees, agents, or instrumentalities. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by the state in which the work is performed.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 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. 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.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the 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 of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

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

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

9) 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 B, 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.

10) METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County upon invoices certified by the Contractor pursuant to Appendix B, Price Schedule. The County will pay the Contractor in accordance with the payment section specified in Contract No. 09-C05. All invoices shall be taken from the books of account kept by the Contractor and 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 than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

Miami-Dade County
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.

- (11) 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.

(12) 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(f) 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.

(13) INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter

"IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector

General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- (14) 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 and as provided for in the Lynx Contract 09-C05

The following is a summary of the County's signature requirements:

- 1. The Contract should be signed by a) the **President**, b) the **Vice-President**, or c) an **authorized representative** (if corporate seal affixed as indicated below).
- 2. The Contract should be signed on the line marked "Attest" by a) the **Corporate Secretary** with the company seal affixed, or b) a **notary**.

Please return five (5) copies of the Contract with original signatures to my attention along with the completed Affirmation of Vendor Affidavits document which is attached. Once the Contract has been executed, an original copy will be forwarded to you.

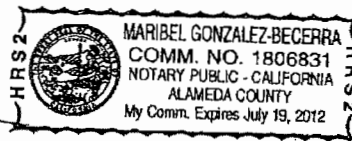
By: *Policoquio*

Name: JOSEPH POLICARPIO

Title: VICE PRESIDENT

Date: FEBRUARY 9, 2011

Attest: *Maribel Gonzalez Becerra*
~~Corporate Secretary~~ Notary



~~Corporate Secretary~~ Notary

Attachments:

- Appendix A: County's selection of options and modifications from the referenced contract.
- Appendix B: Pricing Schedule
- Appendix C: Delivery Schedule

APPENDIX A

Miami-Dade County Notice of Option Selections and Modifications

The LYNX Contract documents include the base equipment and option pricing schedule. The County's selection of options from the LYNX contract and any modifications to the LYNX specifications are listed below. Any references to these specifications in the LYNX Contractual documents are hereby changed to the amended language below.

(1) Numbering and Signing:

The County logo shall be incorporated into the graphics shall be used on the exterior of the bus. The logo shall be displayed, at minimum, on the curb side and road side of the bus. The colors to be used in the logo shall be blue and green (PMS numbers for colors to be issued by addendum at a later date). Sample logo will be provided by MDT prior to production of buses.

The ARRA logo shall be incorporated into the graphics to be used on the exterior of the bus. Exact location and placement of logo will be provided to the Contractor prior to the production of the buses.

A five-digit identification number assigned to the vehicle by MDT, shall 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 installed on the roof of the bus using black 24" Swis721 Bt numerals.

Decals shall be provided in compliance with the ADA requirements defined in 49 CFR Part 38, Subpart B, 38.27. International symbol of accessibility, 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 in English instructions, "Please allow wheelchair 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.

Exact location and placement of decals, insignia and paint scheme will be provided to the Contractor prior to the production of the pilot bus.

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

(2) Body – Interior:

The County's decal package shall be defined and provided by the County, that 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.

(3) Materials:

All plastic and synthetic materials used inside the bus shall be fire resistant to comply with FMVSS-302.

Materials used in the construction of the Passenger Compartment of the bus shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90A, dated October 20, 1993.

The Contractor shall certify that combustible materials to be used in the construction of these buses have been tested by a recognized testing laboratory and that the results are within the recommended limits as specified by the Federal Transit Administration.

(4) Seating Arrangement:

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. Seating Layout shall be approved by MDT prior to production.

(5) Seat Design:

Passenger seats shall be of a cantilever design with vandal resistant removable inserts, American Seating "Insight" model with Bus Tex 2341/890 fabric.

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.

(6) Upholstery and Color:

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

(7) The total travel measured for the operator's seat, from fully retracted to fully extended position in its guideway shall be a minimum of 11 inches.

(8) The operator's seat shall be equipped with an alarm system that will warn the operator when the parking brake is not applied and the driver seat is unoccupied. The alarm shall be functional regardless of run switch position and whether the engine is running or not running. A sensor in the driver's seat cushion shall detect when the seat is unoccupied using a method other than weight. When

activated, the alarm system, after a two second delay, shall continuously sound the bus horn, flash the headlights, and illuminate a dashboard warning light until the parking brake is applied or the operator's seat is reoccupied. The Operator's Seat/Park Brake Alarm shall be an I/O Controls system.

(9) Floor Covering:

1 The floor covering shall have a non-skid walking surface that remains effective in all weather conditions and complies with all ADA requirements Part 38, Subpart B, Sec. 38.25 Doors, steps and thresholds:

(a) Slip resistance: All aisles, steps, floor areas where people walk and floors in securement locations shall have slip-resistant surfaces.

(b) Contrast: All step edges, thresholds and the boarding edge of ramps or lift platforms shall have a band of color(s) running the full width of the step or edge which contrasts from the step tread and riser, or lift or ramp surface, either light-on-dark or dark-on-light.

2 The floor covering shall consist of a long-life rubber composition material, as manufactured by the RCA Rubber Company. A welded seam floor covering may be considered for approval. Floor material shall be marbled blue in color (RCA Transit floor TR852L) except step nosings, step treads, standee line and other areas requiring contrasting markings as noted. Color/pattern shall be consistent throughout the floor covering. The floor covering material shall be free of bubbles, scratches, gouge marks, and discoloration. The floor covering sections shall be as large as possible. No patches or strips narrower than 2" shall be used. The floor covering, as well as transitions of flooring material to the main floor and to the entrance area, shall be smooth and present no tripping hazards.

(10) Wheelchair Areas:

In the wheelchair securement areas 3/16 inch thick ribbed floor covering shall be used.

(11) Standee Line:

A yellow ribbed standee line shall extend across the bus aisle immediately aft of the vestibule area. The standee line shall be at least 2 inches wide and shall extend between the driver's barrier and the front curbside wheelhouse or front door modesty panel.

(12) Vestibule Area:

The floor covering in the vestibule or entrance area near the farebox shall be 3/16 inch thick ribbed top, composition covering. The floor covering in the vestibule area shall have longitudinal ribs.

(13) Operator's Platform:

The floor in the operator's compartment shall be easily cleaned and shall be arranged to minimize debris accumulation. Floor covering in the operator's

platform area shall be a long-life rubber composition material, as manufactured by the RCA Rubber Company with smooth top surface. If black colored floor covering is offered for superior color coordination in this area, it shall require MDT approval. A ribbed yellow step nosing shall extend along the entire edge of the operator's platform.

(14) Vertical Surfaces:

Vertical surfaces that receive floor covering, such as the rear settee riser, shall receive 1/8 inch smooth covering.

(15) Floor Covering Installation:

All holes in the floor, for mounting bolts, seams, etc. are shall be filled and caulked before sanding. Just prior to the application of the floor covering, the entire floor shall be thoroughly sanded to a flat even surface and then completely cleaned of all sanding dust and foreign material. The floor covering shall be butt jointed and securely cemented to the plywood floor to comply with the floor covering and adhesive manufacturer's recommendations. The gap in the butt joints shall not exceed 1/16 inch. Joints shall be sealed with color-matched sealant to prevent water from penetrating joints.

After setting period, the floor shall be closely inspected for bubbles, separations, or other irregularities, and remedial action taken.

(16) Driver's Side Window:

Driver's window shall be a two piece window. Rear slider can either be fixed or sliding. The driver's window shall open sufficiently allowing the seated driver to adjust the side view mirror and shall not obstruct the view of the driver when in the fully open or closed position. The windows shall meet FMVSS 205 and all windows shall meet the minimum 217 requirements. The driver's window shall be quick change design.

(17) Passenger Windows:

All windows shall be full fixed window assemblies with the exception of the destination window assemblies. All windows shall meet FMVSS 205 and all windows shall meet the minimum 217 requirements. The destination window assembly shall be split fix with the transom glazing clear. All emergency handles shall be located on the right side of the window assemblies. Emergency exit and window release lever operation instructions shall be metal and bolted to window frame rail adjacent to each seat. Emergency instructions shall be printed in English, Spanish and Creole.

(18) Driver's Area-Operator Barrier:

An operator's area barrier shall be provided for the driver's security and personal protection. The barrier shall enclose the driver and prevent passengers from reaching the driver or the driver's personal effects.

A rear barrier between the driver and the left front passenger seat shall be provided. A side barrier shall be located on the right side of the driver's area

extending from the rear barrier forward. A door shall allow for easy access into and out of the driver's area. The operator's barrier shall be constructed so as to prevent unauthorized entry or intrusion into the driver's area, yet allow the driver to converse with passengers. All passenger seat positions shall be visible to the driver either directly or by mirror. The barrier shall not hinder the driver's performance in any manner. It shall not be a source of any rattling or noise. The enclosure door shall be secured from the inside and the latch to open the door shall be flush mounted so that clothing or other articles can not be caught on it. A handle shall be provided on the inside of the door to assist the driver in opening and closing the door. The door shall be equipped with a spring or other device to automatically return the door to the closed position. The enclosure door shall be a fixed 1/2" polycarbonate window which will not interfere with the driver's view through the front windshield or the rear view mirrors. The window shall not reflect glare at the driver or cast glare onto the windshield. Driver's area trim shall be satin black. The barrier shall eliminate glare from interior lighting during night operation. A driver's personal effects box approximately shall be provided. The driver's compartment shall be presented to MDT for approval prior to production of the bus.

(19) Outside Mirrors:

The bus shall be equipped with two exterior mirrors of unit magnification (flat). The roadside rearview mirror shall be mounted lower on the bus body so that the operator's line of sight is not obstructed. The roadside mirror shall be adjustable by the seated driver. The curbside rearview mirror shall be electrically remote controller. No part of the curbside mirror shall be within 80 inches from the ground. All exterior mirrors shall have spring loaded arms to permit mirror to be moved out of the way to preclude damage by automatic bus washing equipment. All mirror locations shall be approved by MDT prior to production.

(20) Front Destination Sign:

Front destination sign shall be Twin Vision amber LED sign. The sign shall have 16 rows by 160 columns, with a minimum display area of 63"x 8.0".

(21) Farebox:

The farebox will be provided and installed by MDT. The Contractor shall provide space, wiring and power in the buses.

(22) Farebox Location:

The 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.

(23) Farebox Wiring and Power

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 will be determined in the preparation meeting) and wiring to accommodate the alarm function of the farebox. Power shall be available with the master run switch in any position including off.

(24) Protective Sleeves:

Protective sleeves (high temperature resistant material) shall be provided to all fire suppression system hoses, high pressure hydraulic lines for hydraulic pump, fan motor and power steering.

(25) Fluid Sampling Ports:

Engine probalyzer port shall not be used. Remote mounted fluid sampling ports (KP Series Pushbutton Sampling Valve) for engine, transmission, and hydraulic systems shall be provided. The Contractor shall add a remote differential breather for the drive axle located at least 30 inches above ground level.

(26) Brakes – Service Brakes (Air System):

The quick disconnect shall be Aeroequip FD 41-1000-06-04 female quick disconnect couplings with Retained caps added.

(27) Wheels and Tires:

The Contractor shall provide one spare wheel per bus.

All tires will be provided under a lease agreement between MDT and the tire supplier at no cost to the Contractor.

(28) Fuel System (Fuel Filler):

The 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. 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 provide to operate the E.J. Ward system.

(29) Electrical System (General Requirements):

The main power supply and ground cables size 4/0 gauge are hereby deleted. The Contractor shall supply the following to the County:

All Battery cables including the battery cables in the engine compartment shall be 4/0 gauge marine grade, Type 3 tinned copper conductor (extra flexible stranding), with insulation resistant to oil, heat, moisture, abrasion, UV and ozone, and idiot proof lengths.

(30) Batteries are hereby deleted in its entirety and replaced by the following:

The Contractor shall provide Group-31, maintenance-free batteries.

The battery terminal ends and cables shall be color-coded with red for the primary positive, black for negative, and another color for any intermediate voltage cables. Battery cables shall be flexible and sufficiently long to reach the batteries with tray in the extended position without stretching or pulling on any connection and shall not lie directly on top of the batteries. Except as interrupted by the master battery switch, battery and starter wiring shall be continuous cables with connections secured by bolted terminals; and shall conform to specification requirements of SAE Standard J1127–Type SGT or SGX and SAE Recommended Practice J541.

A permanent vinyl schematic on battery door illustrating configuration shall be provided.

(31) Automatic Passenger Counting

The County will provide UTA APC hardware. The Contractor shall install the APC system during production. Installation details will be provided by the County upon request. All equipment location, accessibility, and mounting, shall be approved by MDT prior to production.

(32) Radio System:

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 shall 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 shall 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 shall 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.

(33) Transit Control Head:

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

Height - 4 inches

Length - 10 inches

Width - 2.5 inches

The TCH shall 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 shall be reviewed and approved by MDT prior to production.

(34) Handset and Cab Speaker:

The Handset shall be mounted at a location that requires minimal body movement, located in front of the driver, and requiring minimal eye movement when locating the handset.

The Cab speaker shall 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 shall be approved by the County prior to production.

(35) 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 shall be run in 1 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 shall be approved by the County prior to bus manufacture.

(36) 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 shall be red and have a protective collar to prevent accidental activation. The installation and location of the switch shall be approved by the County prior to production.

The Contractor shall install the radio system.

(37) Digital Video Camera System:

Digital Video Camera System is hereby deleted in its entirety and replaced by the following:

- a. The CCTV Surveillance system shall be March Network with 5412 Mobile Digital Video Recorder, capable of handling 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 approved equal.

- b. 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.
- c. Loom for the facing forward camera wires located below the destination sign compartment near the top of the windshield shall be provided.
- d. An impact sensor shall be provided. A system status indication shall be provided on the dashboard through the I/O Controls multiplex (or approved equal) warning indicator LED display.
- e. The bus shall be equipped with 8 CCTV Kalatel cameras as follows:
 - i. 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. (Plastic dome housing is not acceptable.)
 - ii. 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.
 - iii. 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.
- iv. 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 (4.0-6.0mm if practicable).
 - v. A color camera shall be surface mounted on the centerline of the bus ceiling at the rear of the bus. 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 bus body section interior (4.0-6.0mm if practicable).
 - vi. 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 shall 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).
 - vii. 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 shall 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).
 - viii. 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 the County for approval prior to production of the pilot bus or first production bus.

(38) QUALITY ASSURANCE: Add the following language to this section

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 QA/ QC Program shall meet the intent of the FTA QA/QC guidelines.

Resident Inspector

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.

Pre-Delivery Tests

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 MDT'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 MDT. 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 MDT'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 as follows:

1. The water test shall consist of a series of nozzles which are strategically located around the perimeter of the vehicle so as to spray water over the entire surface of the vehicle.
2. The nozzles shall eject a volume of water no less than 2.6 gallons per minute per nozzle under a pressure of no less than 22 lbs. per minute measured at the nozzle tip.
3. The contractor shall be required to water test each vehicle under the conditions described above for no less than 30 minutes (15 minutes with A/C off, then 15 minutes with A/C on) to ensure there are no water leaks in the bus.
4. Bus road testing shall be conducted immediately after the water test.

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 30 minute 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 shall be approved by the County's Project Manager.

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.

(39) Acceptance Procedures

(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 County's Project Manager 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 the 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 shall 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 the County's Project Manager verifying the assumption of the risk of loss.

(40) Delivery of Spare Parts and Ancillary Equipment:

Delivery of the spare parts and ancillary equipment shall be delivered as specified in Appendix C, Delivery Schedule, as authorized by the NTP.

(41) 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

The County is not responsible for any shipping/handling/delivery charges.

(42) Delivery of As-built Drawings:

The Contractor shall provide one set of as-built drawings of buses delivered no later than sixty (60) days after the delivery of the last bus. As-built drawing will be determined at the pre-production meeting.

(43) Delivery of Production Buses:

Prior to the time of delivery, the Contractor shall 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 shall be delivered to or hand carried to the Chief of Maintenance Support Services or designee, 3311 N.W. 31st Street, Miami, Florida 33142.

(44) Assumption of Risk of Loss:

MDT shall assume 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.

(45) The following items will be provided by Miami Dade County Transit Department:

1. Farebox, to be supplied and installed by MDT
2. Driver Control Unit (DCU), to be supplied and installed by MDT
3. Automated People Counter (APC) which shall be installed by the Contractor.
4. Base plate for farebox
5. Ericsson radio package #350A1977, consisting of components for radio, VLU, TCH, handset, cab speaker, terminal blocks, filters, and specialized cables.
6. Tires

All necessary hardware and electrical wires to ensure that the installation of items (1 thru 4 above) is completed and operational shall be provided by the Contractor.

**APPENDIX B
Pricing Schedule**

A. 30' Low Floor Diesel Bus Base Price	\$306,373.00	Options and Modifications
2010 EPA Regulatory Changes	\$27,179.00	Modification
2 - Piece BRT Windshield w/ Destination Sign Glazing w/ Standard LF Rear Cap	\$10,946.00	Option
Hidden Frame Bonded - Fixed (Passenger Windows)	\$1,506.00	Option
Add Window Guards (Acrylic Liner)	\$1,067.00	Option
Paint - (3) Colors w/ or w/o Black Mask at Windows	\$1,140.00	Option
Basic Decal Package (Up to Three Stripes or Equivalent Design)	\$790.00	Option
Passenger Seats - AMSECO Insight	\$1,530.00	Option
Hinged Rear Settee	\$269.00	Option
Delete Rear Door, Add Two Seats	(\$860.00)	Option
EJ Ward Data System (Includes CANceiver, display unit & antenna)	\$1,028.00	Option
Brake Wear Monitoring System (MGM)	\$1,420.00	Option
(4) DEKA Group 31 Top Post (Batteries)	\$245.00	Option
(7) Aluminum Alcoa-Machine Finish w/ Dura Bright Finish (Wheels)	\$2,245.00	Option
Driver's Seat Vacancy Alarm	\$197.00	Option
Plexiglass Driver Security Encloser (35' / 40')	\$1,317.00	Option
DR600 Vehicle Logic Unit w/ GPS capability, w/ LED Sign, w/o Mapping	\$6,838.00	Option
B&R 10" X 11" 1 Piece, Heated, Remote Both Sides	\$184.00	Option
Fuel Gauge on Dash	\$134.00	Option
Midwest Bus - BYK-RAK (2 Position Blk Powder Coated)	\$885.00	Option
Marine Grade Cable for Charging System (Battery, Alternator, Starter, HVAC, and Anderson Jump Start)	\$1,981.00	Option
Delete One Roof Hatch Position	(\$230.00)	Option
Delete Front Run Sign	(\$246.00)	Option
Complete Bus Warranty -1 year / 50,000 Miles - Deduct	(\$500.00)	Option
20" W x 21" H Black, R/H Load Open Back (Same as SN # 176474 Schedule Rack)	\$103.00	Option
Trimble "Button" Antenna	\$345.00	Option
Engine Skid Protection	\$306.00	Option
80 Gallon Net Useable Split Fuel Tanks (29' L/F w/ No Rear Door) for ADA on Each Side	\$1,886.00	Option
Warranty - Transmission 2 year / 100,000 Miles (Allison) Deduct	(\$2,100.00)	Option
Warranty - HVAC 2 Year Unlimited Miles - Deduct (TK)	(\$1,450.00)	Option
Warranty - Structure / Body Integrity Against Corrosion 7 year / 350,000 Miles	(\$500.00)	Option
Warranty - Body and Window Frames Against Water Leakage - 1YR / 50,000 Miles	(\$1,200.00)	Option
Ricon, 6:1 Ratio, Front Door Only -Wheelchair Ramp Deduct	(\$842.00)	Option
Voltmeter J1939 (Delete 2 Dash Mounted @ \$50.00 each)	(\$100.00)	Option
Warranty - Differential - 2 year/100,000 Miles - Deduct	(\$375.00)	Option
KP Series Pushbutton	\$92.00	Modification
Extended Tow Eyes	\$24.00	Modification
Hogs Hair Filter for HVAC Unit	(\$18.00)	Modification

Boom Microphone	(\$50.00)	Modification
Passenger Info Station - OBIC 20/9 4P (Silver)	\$236.00	Modification
Modine Electric Cooling Fan System	\$5,836.00	Modification
Remote ADA Belt Release	\$350.00	Modification
MARCH Networks 5412 DVR, 1.5 TB HD, Impact Sensor, W/Audio, 8 Kalatel Cameras	\$12,499.00	Modification
Remote Differential Breather	\$237.00	Modification
Installation of Radio System (customer supply)	\$1,167.00	Modification
Installation of UTA APC (customer supply)	\$542.00	Modification
Farebox Provisions and Install Farebox Base Plate	\$65.00	Modification
Trilingual Decals	\$195.00	Modification
Belt Guard and Ramp ID	\$89.00	Modification
WiFi Equipment (In-Motion Mobile Gateways Including Both Internal and External Antennas)	\$2,457.00	Modification
3/16" Rib Flooring to ADA Areas and Asile Side	\$25.00	Modification
B: Options and Modifications Sub-total	\$78,884.00	
C: Delivery	\$6,400.00	
D: Florida Transit Association Finance Corporation Transaction Fee	\$500.00	
E: Total Price per bus (A+B+C+D)-E	\$92,157.00	
F: Estimated Extended Price for Two Buses (E x 2)=F	\$184,314.00	
Ancillary Items: Training		
Operator Orientation - 8 hours (Customer Property)	\$1,250.00	Option
Maintenance Orientation - 8 hours (Customer Property) (2 ea. - 4 hours @ \$625.00)	\$1,250.00	Option
G: Total Price for Training	\$2,500.00	
H: Grand Total Cost (F + G)=H	\$186,814.00	
I: Modifications	\$78,925.00	

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

APPENDIX C
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

Item	Description	Quantity	Delivery Date
1.	30' Diesel Transit Bus	2	11/1/2011
2.	Spare Wheel	2	With delivery of the bus
3.	Training	As per contract	(30) days after the delivery of the bus
4.	Service and Parts Manuals, electrical Schematics and As-Built Drawings	1 set	(30) days after the delivery of the bus



January 24, 2011

Mr. Butch Sibley
Gillig LLC
25800 Clawiter Rd
Hayward, CA 94545

Re: Central Florida Regional Transportation Authority d/b/a LYNX, Contract No. 09-C05, Heavy Duty Transit Coaches

Dear Mr. Sibley:

Miami-Dade County, hereinafter referred to as the County, is purchasing one (1) 30ft Low Floor BRT Diesel bus in accordance with the terms and conditions of the above referenced contract with Gillig LLC. The Miami-Dade Transit (MDT) Department is purchasing this vehicle on behalf of the Town of Cutler Bay 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 No. 09-C05 and all associated amendments as specified in this Letter of Agreement (LOA), reference number 09-C05-CB, hereinafter referred to as the Agreement.
- 2) The County's selection of options and modifications from the referenced contract are specified in Appendix A of this Agreement.
- 3) The pricing schedule is specified in Appendix B.
- 4) The Contractor shall deliver the buses and associated products and services in accordance with the delivery schedule specified in Appendix C to this Agreement.
- 5) Order of Precedence: If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions dated January 24, 2011, and all appendices herein, and 2) Central Florida Regional Transportation Authority d/b/a LYNX, Contract documents incorporated herein by reference.
- 6) 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.

This agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Contractor agrees 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.

7) 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) To the County

- 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) To the Contractor

Gillig LLC
25800 Clawiter Rd.
Hayward, CA 94545
Attention: Butch Sibley
Phone: 510-589-9430
E-mail: bsibley@gillig.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.

8) INSURANCE REQUIREMENTS:

The Contractor shall provide insurance certificate as per the requirements specified in the Central Florida Regional Transportation Authority, d/b/a LYNX Contract, and must show Miami Dade County as an 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.

The Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors except for those liabilities, losses or damages which arise out of or as a result of the sole conduct and / or negligence of the County, its officers, employees, agents, or instrumentalities. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by the state in which the work is performed.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 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. 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.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the 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 of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

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

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

9) 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 B, Price Schedule, not to exceed three hundred ninety-seven thousand, one hundred twenty-six (\$397,126.00). 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.

10) METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County upon invoices certified by the Contractor pursuant to Appendix B, Price Schedule. The County will pay the Contractor in accordance with the payment section specified in Contract No. 09-C05. All invoices shall be taken from the books of account kept by the Contractor and 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 than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

Miami-Dade County
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.

- (11) ~~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.~~

(12) 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(f) 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.

(13) INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- (14) 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 and as provided for in the Lynx Contract 09-C05

The following is a summary of the County's signature requirements:

- 1. The Contract should be signed by a) the **President**, b) the **Vice-President**, or c) an **authorized representative** (if corporate seal affixed as indicated below).
- 2. The Contract should be signed on the line marked "Attest" by a) the **Corporate Secretary** with the company seal affixed, or b) a **notary**.

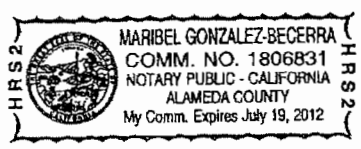
Please return five (5) copies of the Contract with original signatures to my attention along with the completed Affirmation of Vendor Affidavits document which is attached. Once the Contract has been executed, an original copy will be forwarded to you.

By: *J Policarpio*

Name: JOSEPH POLICARPIO

Title: VICE PRESIDENT

Date: FEBRARY 9, 2011



Attest: *Maribel Gonzalez-Becerra*
~~Corporate Secretary~~ Notary

~~Corporate Secretary~~ Notary

Attachments:

- Appendix A: County's selection of options and modifications from the referenced contract.
- Appendix B: Pricing Schedule
- Appendix C: Delivery Schedule

APPENDIX A

Miami-Dade County Notice of Option Selections and Modifications

The LYNX Contract documents include the base equipment and option pricing schedule. The County's selection of options from the LYNX contract and any modifications to the LYNX specifications are listed below. Any references to these specifications in the LYNX Contractual documents are hereby changed to the amended language below.

(1) Numbering and Signing:

The County logo shall be incorporated into the graphics to be used on the exterior of the bus. The logo shall be displayed, at minimum, on the curb side and road side of the bus. The colors to be used in the logo shall be blue and green (PMS numbers for colors to be issued by addendum at a later date). Sample logo will be provided by MDT prior to production of buses.

The ARRA logo shall be incorporated into the graphics to be used on the exterior of the bus. Exact location and placement of logo will be provided to the Contractor prior to the production of the buses.

A five-digit identification number assigned to the vehicle by MDT, shall 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 installed on the roof of the bus using black 24" Swis721 Bt numerals.

Decals shall be provided in compliance with the ADA requirements defined in 49 CFR Part 38, Subpart B, 38.27. International symbol of accessibility, 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 in English instructions, "Please allow wheelchair 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.

Exact location and placement of decals, insignia and paint scheme will be provided to the Contractor prior to the production of the pilot bus.

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

(2) Body – Interior:

The County's decal package shall be defined and provided by the County, that 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.

(3) **Materials:**

All plastic and synthetic materials used inside the bus shall be fire resistant to comply with FMVSS-302.

Materials used in the construction of the Passenger Compartment of the bus shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90A, dated October 20, 1993.

The Contractor shall certify that combustible materials to be used in the construction of these buses have been tested by a recognized testing laboratory and that the results are within the recommended limits as specified by the Federal Transit Administration.

(4) **Seating Arrangement:**

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. Seating Layout shall be approved by MDT prior to production.

(5) **Seat Design:**

Passenger seats shall be of a cantilever design with vandal resistant removable inserts, American Seating "Insight" model with Bus Tex 2341/890 fabric.

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.

(6) **Upholstery and Color:**

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

(7) **The total travel measured for the operator's seat, from fully retracted to fully extended position in its guideway shall be a minimum of 11 inches.**

(8) **The operator's seat shall be equipped with an alarm system that will warn the operator when the parking brake is not applied and the driver seat is unoccupied. The alarm shall be functional regardless of run switch position and whether the engine is running or not running. A sensor in the driver's seat cushion shall detect when the seat is unoccupied using a method other than weight. When activated, the alarm system, after a two second delay, shall continuously sound**

the bus horn, flash the headlights, and illuminate a dashboard warning light until the parking brake is applied or the operator's seat is reoccupied. The Operator's Seat/Park Brake Alarm shall be an I/O Controls system.

(9) Floor Covering:

1 The floor covering shall have a non-skid walking surface that remains effective in all weather conditions and complies with all ADA requirements Part 38, Subpart B, Sec. 38.25 Doors, steps and thresholds:

(a) Slip resistance: All aisles, steps, floor areas where people walk and floors in securement locations shall have slip-resistant surfaces.

(b) Contrast: All step edges, thresholds and the boarding edge of ramps or lift platforms shall have a band of color(s) running the full width of the step or edge which contrasts from the step tread and riser, or lift or ramp surface, either light-on-dark or dark-on-light.

2 The floor covering shall consist of a long-life rubber composition material, as manufactured by the RCA Rubber Company. A welded seam floor covering may be considered for approval. Floor material shall be marbled blue in color (RCA Transit floor TR852L) except step nosings, step treads, standee line and other areas requiring contrasting markings as noted. Color/pattern shall be consistent throughout the floor covering. The floor covering material shall be free of bubbles, scratches, gouge marks, and discoloration. The floor covering sections shall be as large as possible. No patches or strips narrower than 2" shall be used. The floor covering, as well as transitions of flooring material to the main floor and to the entrance area, shall be smooth and present no tripping hazards.

(10) Wheelchair Areas:

In the wheelchair securement areas 3/16 inch thick ribbed floor covering shall be used.

(11) Standee Line:

A yellow ribbed standee line shall extend across the bus aisle immediately aft of the vestibule area. The standee line shall be at least 2 inches wide and shall extend between the driver's barrier and the front curbside wheelhouse or front door modesty panel.

(12) Vestibule Area:

The floor covering in the vestibule or entrance area near the farebox shall be 3/16 inch thick ribbed top, composition covering. The floor covering in the vestibule area shall have longitudinal ribs.

(13) Operator's Platform:

The floor in the operator's compartment shall be easily cleaned and shall be arranged to minimize debris accumulation. Floor covering in the operator's platform area shall be a long-life rubber composition material, as manufactured

by the RCA Rubber Company with smooth top surface. If black colored floor covering is offered for superior color coordination in this area, it shall require MDT approval. A ribbed yellow step nosing shall extend along the entire edge of the operator's platform.

(14) Vertical Surfaces:

Vertical surfaces that receive floor covering, such as the rear settee riser, shall receive 1/8 inch smooth covering.

(15) Floor Covering Installation:

All holes in the floor, for mounting bolts, seams, etc. are shall be filled and caulked before sanding. Just prior to the application of the floor covering, the entire floor shall be thoroughly sanded to a flat even surface and then completely cleaned of all sanding dust and foreign material. The floor covering shall be butt jointed and securely cemented to the plywood floor to comply with the floor covering and adhesive manufacturer's recommendations. The gap in the butt joints shall not exceed 1/16 inch. Joints shall be sealed with color-matched sealant to prevent water from penetrating joints.

After setting period, the floor shall be closely inspected for bubbles, separations, or other irregularities, and remedial action taken.

(16) Driver's Side Window:

Driver's window shall be a two piece window. Rear slider can either be fixed or sliding. The driver's window shall open sufficiently allowing the seated driver to adjust the side view mirror and shall not obstruct the view of the driver when in the fully open or closed position. The windows shall meet FMVSS 205 and all windows shall meet the minimum 217 requirements. The driver's window shall be quick change design.

(17) Passenger Windows:

All windows shall be full fixed window assemblies with the exception of the destination window assemblies. All windows shall meet FMVSS 205 and all windows shall meet the minimum 217 requirements. The destination window assembly shall be split fix with the transom glazing clear. All emergency handles shall be located on the right side of the window assemblies. Emergency exit and window release lever operation instructions shall be metal and bolted to window frame rail adjacent to each seat. Emergency instructions shall be printed in English, Spanish and Creole.

(18) Driver's Area-Operator Barrier:

An operator's area barrier shall be provided for the driver's security and personal protection. The barrier shall enclose the driver and prevent passengers from reaching the driver or the driver's personal effects.

A rear barrier between the driver and the left front passenger seat shall be provided. A side barrier shall be located on the right side of the driver's area extending from the rear barrier forward. A door shall allow for easy access into

and out of the driver's area. The operator's barrier shall be constructed so as to prevent unauthorized entry or intrusion into the driver's area, yet allow the driver to converse with passengers. All passenger seat positions shall be visible to the driver either directly or by mirror. The barrier shall not hinder the driver's performance in any manner. It shall not be a source of any rattling or noise. The enclosure door shall be secured from the inside and the latch to open the door shall be flush mounted so that clothing or other articles can not be caught on it. A handle shall be provided on the inside of the door to assist the driver in opening and closing the door. The door shall be equipped with a spring or other device to automatically return the door to the closed position. The enclosure door shall be a fixed ½" polycarbonate window which will not interfere with the driver's view through the front windshield or the rear view mirrors. The window shall not reflect glare at the driver or cast glare onto the windshield. Driver's area trim shall be satin black. The barrier shall eliminate glare from interior lighting during night operation. A driver's personal effects box approximately shall be provided. The driver's compartment shall be presented to MDT for approval prior to production of the bus.

(19) Outside Mirrors:

The bus shall be equipped with two exterior mirrors of unit magnification (flat). The roadside rearview mirror shall be mounted lower on the bus body so that the operator's line of sight is not obstructed. The roadside mirror shall be adjustable by the seated driver. The curbside rearview mirror shall be electrically remote controller. No part of the curbside mirror shall be within 80 inches from the ground. All exterior mirrors shall have spring loaded arms to permit mirror to be moved out of the way to preclude damage by automatic bus washing equipment. All mirror locations shall be approved by MDT prior to production.

(20) Front Destination Sign:

Front destination sign shall be Twin Vision amber LED sign. The sign shall have 16 rows by 160 columns, with a minimum display area of 63"x 8.0".

(21) Farebox:

The farebox will be provided and installed by MDT. The Contractor shall provide space, wiring and power in the buses.

(22) Farebox Location:

The 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.

(23) Farebox Wiring and Power

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 will be determined in the preparation meeting) and wiring to accommodate the alarm function of the farebox. Power shall be available with the master run switch in any position including off.

(24) Protective Sleeves:

Protective sleeves (high temperature resistant material) shall be provided to all fire suppression system hoses, high pressure hydraulic lines for hydraulic pump, fan motor and power steering.

(25) Fluid Sampling Ports:

Engine probalyzer port shall not be used. Remote mounted fluid sampling ports (KP Series Pushbutton Sampling Valve) for engine, transmission, and hydraulic systems shall be provided. The Contractor shall add a remote differential breather for the drive axle located at least 30 inches above ground level.

(26) Brakes – Service Brakes (Air System):

The quick disconnect shall be Aeroquip FD 41-1000-06-04 female quick disconnect couplings with Retained caps added.

(27) Wheels and Tires:

The Contractor shall provide one spare wheel per bus.

All tires will be provided under a lease agreement between MDT and the tire supplier at no cost to the Contractor.

(28) Fuel System (Fuel Filler):

The 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. 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 provide to operate the E.J. Ward system.

(29) Electrical System (General Requirements):

The main power supply and ground cables size 4/0 gauge are hereby deleted. The Contractor shall supply the following to the County:

All Battery cables including the battery cables in the engine compartment shall be 4/0 gauge marine grade, Type 3 tinned copper conductor (extra flexible stranding), with insulation resistant to oil, heat, moisture, abrasion, UV and ozone, and idiot proof lengths.

(30) Batteries are hereby deleted in its entirety and replaced by the following:

The Contractor shall provide Group-31, maintenance-free batteries.

The battery terminal ends and cables shall be color-coded, with red for the primary positive, black for negative, and another color for any intermediate voltage cables. Battery cables shall be flexible and sufficiently long to reach the batteries with tray in the extended position without stretching or pulling on any connection and shall not lie directly on top of the batteries. Except as interrupted by the master battery switch, battery and starter wiring shall be continuous cables with connections secured by bolted terminals; and shall conform to specification requirements of SAE Standard J1127--Type SGT or SGX and SAE Recommended Practice J541.

A permanent vinyl schematic on battery door illustrating configuration shall be provided.

(31) Automatic Passenger Counting

The County will provide UTA APC hardware. The Contractor shall install the APC system during production. Installation details will be provided by the County upon request. All equipment location, accessibility, and mounting, shall be approved by MDT prior to production.

(32) Radio System:

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 shall 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 shall 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 shall 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.

(33) Transit Control Head:

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

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

The TCH shall 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 shall be reviewed and approved by MDT prior to production.

(34) Handset and Cab Speaker:

The Handset shall be mounted at a location that requires minimal body movement, located in front of the driver, and requiring minimal eye movement when locating the handset.

The Cab speaker shall 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 shall be approved by the County prior to production.

(35) 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 shall be run in 1 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 shall be approved by the County prior to bus manufacture.

(36) 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 shall be red and have a protective collar to prevent accidental activation. The installation and location of the switch shall be approved by the County prior to production.

The Contractor shall install the radio system.

(37) Digital Video Camera System:

Digital Video Camera System is hereby deleted in its entirety and replaced by the following

- a. ~~The CCTV Surveillance system shall be March Network with 5412 Mobile Digital Video Recorder, capable of handling 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 approved equal.~~
- b. 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.

- c. Loom for the facing forward camera wires located below the destination sign compartment near the top of the windshield shall be provided.
- d. An impact sensor shall be provided. A system status indication shall be provided on the dashboard through the I/O Controls multiplex (or approved equal) warning indicator LED display.
- e. The bus shall be equipped with 8 CCTV cameras as follows:
 - i. 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. (Plastic dome housing is not acceptable.)
 - ii. 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.
 - iii. 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.

- iv. 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 (4.0-6.0mm if practicable).
- v. A color camera shall be surface mounted on the centerline of the bus ceiling at the rear of the bus. 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 bus body section interior (4.0-6.0mm if practicable).
- vi. 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 shall 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).
- vii. 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 shall 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).
- viii. 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 the County for approval prior to production of the pilot bus or first production bus.

(38) **QUALITY ASSURANCE:** Add the following language to this section

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 QA/QC Program shall meet the intent of the FTA QA/QC guidelines.

Resident Inspector

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.

Pre-Delivery Tests

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 manufacturer's facility by the manufacturer and shall be observed by the Resident Inspector(s). Water testing may be verified by further testing at MDT'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 MDT. 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 MDT'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 as follows:

1. The water test shall consist of a series of nozzles which are strategically located around the perimeter of the vehicle so as to spray water over the entire surface of the vehicle.
2. The nozzles shall eject a volume of water no less than 2.6 gallons per minute per nozzle under a pressure of no less than 22 lbs. per minute measured at the nozzle tip.
3. The contractor shall be required to water test each vehicle under the conditions described above for no less than 30 minutes (15 minutes with A/C off, then 15 minutes with A/C on) to ensure there are no water leaks in the bus.
4. Bus road testing shall be conducted immediately after the water test.

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 30 minute 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 shall be approved by the County's Project Manager.

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.

(39) Acceptance Procedures

(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 County's Project Manager 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 the 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 shall 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 the County's Project Manager verifying the assumption of the risk of loss.

(40) Delivery of Spare Parts and Ancillary Equipment:

Delivery of the spare parts and ancillary equipment shall be delivered as specified in Appendix C, Delivery Schedule, as authorized by the NTP.

(41) 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

The County is not responsible for any shipping/handling/delivery charges.

(42) Delivery of As-built Drawings:

The Contractor shall provide one set of as-built drawings of buses delivered no later than sixty (60) days after the delivery of the last bus. As-built drawing will be determined at the pre-production meeting.

(43) Delivery of Production Buses:

Prior to the time of delivery, the Contractor shall 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 shall be delivered to or hand carried to the Chief of Maintenance Support Services or designee, 3311 N.W. 31st Street, Miami, Florida 33142.

(44) Assumption of Risk of Loss:

MDT shall assume 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.

(45) The following items will be provided by Miami Dade County Transit Department:

1. Farebox, to be supplied and installed by MDT
2. Driver Control Unit (DCU), to be supplied and installed by MDT
3. Automated People Counter (APC) which shall be installed by the Contractor.
4. Base plate for farebox
5. Ericsson radio package #350A1977, consisting of components for radio, VLU, TCH, handset, cab speaker, terminal blocks, filters, and specialized cables.
6. Tires

All necessary hardware and electrical wires to ensure that the installation of items (1 thru 4 above) is completed and operational shall be provided by the Contractor.

APPENDIX B Pricing Schedule

A: 30' Low Floor Diesel Bus Base Price	\$306,373.00	<u>Options and Modifications</u>
2010 EPA Regulatory Changes	\$27,179.00	Modification
2 - Piece BRT Windshield w/ Destination Sign Glazing w/ Standard LF Rear Cap	\$10,946.00	Option
Hidden Frame Bonded - Fixed (Passenger Windows)	\$1,506.00	Option
Add Window Guards (Acrylic Liner)	\$1,067.00	Option
Paint - (3) Colors w/ or w/o Black Mask at Windows	\$1,140.00	Option
Basic Decal Package (Up to Three Stripes or Equivalent Design)	\$790.00	Option
Passenger Seats - AMSECO Insight	\$1,530.00	Option
Hinged Rear Settee	\$269.00	Option
Delete Rear Door, Add Two Seats	(\$860.00)	Option
EJ Ward Data System (Includes CANceiver, display unit & antenna)	\$1,028.00	Option
Brake Wear Monitoring System (MGM)	\$1,420.00	Option
(4) DEKA Group 31 Top Post (Batteries)	\$245.00	Option
(7) Aluminum Alcoa-Machine Finish w/ Dura Bright Finish (Wheels)	\$2,245.00	Option
Driver's Seat Vacancy Alarm	\$197.00	Option
Plexiglass Driver Security Enclosure (35' / 40')	\$1,317.00	Option
DR600 Vehicle Logic Unit w/ GPS capability, w/ LED Sign, w/o Mapping	\$6,838.00	Option
B&R 10" X 11" 1 Piece, Heated, Remote Both Sides	\$184.00	Option
Fuel Gauge on Dash	\$134.00	Option
Midwest Bus - BYK-RAK (2 Position Blk Powder Coated)	\$885.00	Option
Marine Grade Cable for Charging System (Battery, Alternator, Starter, HVAC, and Anderson Jump Start)	\$1,981.00	Option
Delete One Roof Hatch Position	(\$230.00)	Option
Delete Front Run Sign	(\$246.00)	Option
Complete Bus Warranty - 1 year / 50,000 Miles - Deduct	(\$500.00)	Option
20" W x 21" H Black, R/H Load Open Back (Same as SN # 176474 Schedule Rack)	\$103.00	Option
Trimble "Button" Antenna	\$345.00	Option
Engine Skid Protection	\$306.00	Option
80 Gallon Net Useable Split Fuel Tanks (29' L/F w/ No Rear Door) for ADA on Each Side	\$1,886.00	Option
Warranty - Transmission 2 year / 100,000 Miles (Allison) Deduct	(\$2,100.00)	Option
Warranty - HVAC 2 Year Unlimited Miles - Deduct (TK)	(\$1,450.00)	Option
Warranty - Structure / Body Integrity Against Corrosion 7 year / 350,000 Miles	(\$500.00)	Option
Warranty - Body and Window Frames Against Water Leakage - 1YR / 50,000 Miles	(\$1,200.00)	Option
Ricon, 6:1 Ratio, Front Door Only -Wheelchair Ramp Deduct	(\$842.00)	Option
Voltmeter J1939 (Delete 2 Dash Mounted @ \$50.00 each)	(\$100.00)	Option
Warranty - Differential - 2 year/100,000 Miles - Deduct	(\$375.00)	Option

KP Series Pushbutton	\$92.00	Modification
Extended Tow Eyes	\$24.00	Modification
Hogs Hair Filter for HVAC Unit	(\$18.00)	Modification
Boom Microphone	(\$50.00)	Modification
Passenger Info Station - OBIC 20/9 4P (Silver)	\$236.00	Modification
Modine Electric Cooling Fan System	\$5,836.00	Modification
Remote ADA Belt Release	\$350.00	Modification
MARCH Networks 5412 DVR, 1.5 TB HD, Impact Sensor, W/Audio, 8 Kalatel Cameras	\$12,499.00	Modification
Remote Differential Breather	\$237.00	Modification
Installation of Radio System (customer supply)	\$1,167.00	Modification
Installation of UTA APC (customer supply)	\$542.00	Modification
Farebox Provisions and install Farebox Base Plate	\$65.00	Modification
Trilingual Decals	\$195.00	Modification
Belt Guard and Ramp ID	\$89.00	Modification
3/16" Rib Flooring to ADA Areas and Aisle Side	\$25.00	Modification
B: Options and Modifications Sub-total	\$76,427.00	
C: Delivery	\$6,400.00	
D: Florida Transit Association Finance Corporation Transaction Fee	\$500.00	
E: Total Price for one bus (A+B+C+D)=E	\$389,700.00	
Ancillary Items: Training		
Operator Orientation - 8 hours (Customer Property)	\$1,250.00	Option
Maintenance Orientation - 4 hours (Customer Property)	\$625.00	Option
F: Total Price for training	\$1,875.00	
G: Grand Total Cost (E+F)=G	\$391,575.00	
H: Modifications	\$468,000.00	

* The maximum possible adjustment amount will be determined by applying the PPI adjustment on the NTP issuance date, up to 5%, to Base Bus, Options, and Delivery but not to exceed \$5,551.

APPENDIX C 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

Item	Description	Quantity	Delivery Date
1	30' Diesel Transit Bus	1	11/1/2011
2	Spare Wheel	1	With delivery of the bus
3	Training	As per contract	(30) days after the delivery of the bus
4	Service and Parts Manuals, electrical Schematics and As-Built Drawings	1 set	(30) days after the delivery of the bus



January 24, 2011

Mr. Butch Sibley
Gillig LLC
25800 Clawiter Rd
Hayward, CA 94545

Re: Central Florida Regional Transportation Authority d/b/a LYNX, Contract No. 09-C05,
Heavy Duty Transit Coaches

Dear Mr. Sibley:

Miami-Dade County, hereinafter referred to as the County, is purchasing one (1) 30ft Low Floor Diesel Trolley Replica in accordance with the terms and conditions of the above referenced contract with Gillig LLC. The Miami-Dade Transit (MDT) Department is purchasing this vehicle on behalf of the City of Coral Gables 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 No. 09-C05 and all associated amendments as specified in this Letter of Agreement (LOA), reference number 09-C05-CG, hereinafter referred to as the Agreement.
- 2) The County's selection of options and modifications from the referenced contract are specified in Appendix A of this Agreement.
- 3) The pricing schedule is specified in Appendix B.
- 4) The Contractor shall deliver the buses and associated products and services in accordance with the delivery schedule specified in Appendix C to this Agreement.
- 5) Order of Precedence: If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions dated January 24, 2011, and all appendices herein, and 2) Central Florida Regional Transportation Authority d/b/a LYNX, Contract documents incorporated herein by reference.
- 6) 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.

This agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Contractor agrees 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.

7) **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) **To the County**

- 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) **To the Contractor**

Gillig LLC
25800 Clawiter Rd.
Hayward, CA 94545

Attention: Butch Sibley
Phone: 510-589-9430
E-mail: bsibley@gillig.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.

8) INSURANCE REQUIREMENTS:

The Contractor shall provide insurance certificate as per the requirements specified in the Central Florida Regional Transportation Authority, d/b/a LYNX Contract, and must show Miami Dade County as an 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.

The Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors except for those liabilities, losses or damages which arise out of or as a result of the sole conduct and / or negligence of the County, its officers, employees, agents, or instrumentalities. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by the state in which the work is performed.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 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. 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.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the 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 of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

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

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the

contractual period, the County may suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

9) 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 B, Price Schedule, not to exceed four hundred thirty-seven thousand four hundred twenty-three dollars (\$437,423.00). 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.

10) METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County upon invoices certified by the Contractor pursuant to Appendix B, Price Schedule. The County will pay the Contractor in accordance with the payment section specified in Contract No. 09-C05. All invoices shall be taken from the books of account kept by the Contractor and 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 than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

Miami-Dade County
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.

- (11) 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.

(12) **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 County 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(f) 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.

(13) INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts;

(l) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

- (14) 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 and as provided for in the Lynx Contract 09-C05

The following is a summary of the County's signature requirements:

1. The Contract should be signed by a) the **President**, b) the **Vice-President**, or c) **an authorized representative** (if corporate seal affixed as indicated below).
2. The Contract should be signed on the line marked "Attest" by a) the **Corporate Secretary** with the company seal affixed, or b) a **notary**.

Please return five (5) copies of the Contract with original signatures to my attention along with the completed Affirmation of Vendor Affidavits document which is attached. Once the Contract has been executed, an original copy will be forwarded to you.

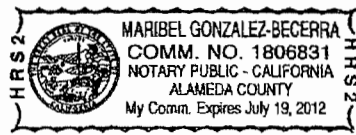
By: *J Policarpio*

Name: JOSEPH POLICARPIO

Title: VICE PRESIDENT

Date: FEBRUARY 9, 2011

Attest: *Maribel Gonzalez Becerra*
~~Corporate Secretary/Notary~~



~~Corporate Secretary/Notary~~

Attachments:

- Appendix A: County's selection of options and modifications from the referenced contract.
- Appendix B: Pricing Schedule
- Appendix C: Delivery Schedule

APPENDIX A**Miami-Dade County Notice of Option Selections and Modifications**

The LYNX Contract documents include the base equipment and option pricing schedule. The County's selection of options from the LYNX contract and any modifications to the LYNX specifications are listed below. Any references to these specifications in the LYNX Contractual documents are hereby changed to the amended language below.

- 1) **Numbering and Signing:** Add the following language to section 3.51.1 Vehicle Exterior of the LYNX contract.

The ARRA logo must be incorporated into the graphics to be used on the exterior of the bus. Exact location and placement of logo will be provided to the Contractor prior to the production of the buses.

- 2) **Seating Arrangement:** Add the following language to section 3.44 Seating of the LYNX contract.

Seating Layout shall be approved by MDT prior to production.

- 3) **2010 EPA Regulatory Changes:** Per Contract Modification 4 dated 7/1/2009.

- 4) **Delete Hogs Hair Filter for HVAC Unit:** from base equipment, section 3.30 Air Conditioning, Heating and Ventilation (HVAC System) of the LYNX contract.

- 5) **Modine Electric Cooling Fan:** Add the following language to section 3.9 Cooling System of the LYNX contract.

Add Option for the Modine Electric Cooling Fan equivalent to the EMP-Mini Hybrid cooling system.

- 6) **Wheels:** Add the following language to section 3.18 Hubs, Wheels and Tires of the LYNX contract.

Steel wheels' color shall be selected by MDT during the pre-production meeting in order to complement bus exterior.

- 7) **QUALITY ASSURANCE:** Add the following language to this section

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 QA/ QC Program shall meet the intent of the FTA QA/QC guidelines.

Resident Inspector

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.

Pre-Delivery Tests

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 as follows:

1. The water test shall consist of a series of nozzles which are strategically located around the perimeter of the vehicle so as to spray water over the entire surface of the vehicle.
2. The nozzles shall eject a volume of water no less than 2.6 gallons per minute per nozzle under a pressure of no less than 22 lbs. per minute measured at the nozzle tip.
3. The contractor shall be required to water test each vehicle under the conditions described above for no less than 30 minutes (15 minutes with A/C off, then 15 minutes with A/C on) to ensure there are no water leaks in the bus.
4. Bus road testing shall be conducted immediately after the water test.

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 30 minute 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.

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.

8) Acceptance Procedures

(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 County's Project Manager 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 the 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.

9) Delivery of Spare Parts and Ancillary Equipment:

Delivery of the spare parts and ancillary equipment shall be delivered as specified in Appendix C, Delivery Schedule, as authorized by the NTP.

10) 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

The County is not responsible for any shipping/handling/delivery charges.

11) Delivery of As-built Drawings:

The Contractor shall provide 1 set of as-built drawings of buses delivered no later than sixty (60) days after the delivery of the last bus. Subsequent Notice to Proceeds that did not incur a change in bus design do not require as-built drawings. As-built drawing to be determined at the pre-production meeting.

12) 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.

13) Assumption of Risk of Loss:

MDT shall assume 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.

APPENDIX B
Pricing Schedule

A: 30' Low Floor Diesel Bus Base Price	\$306,373.00	Options and Modifications
2010 EPA Regulatory Changes	\$27,179.00	Modification
Classic San Francisco (Trolley Styling Package)	\$49,680.00	Option
Wood Seats	\$8,064.00	Option
Wood Trimmed Electrical Box	\$250.00	Option
Brass Powdercoated Stanchions and Grab Rails	\$2,600.00	Option
Add Cow Catcher	\$2,700.00	Option
Add Rope Lights	\$2,700.00	Option
Add Vintage Style Graphics Package	\$4,800.00	Option
Brown Leather Overhead Grab Straps (\$30.00 ea. X 8)	\$240.00	Option
Gillig Supplied (7) Michelin XZU2 (275/70R/22.5) Tires	\$2,695.00	Option
Delete One (1) Roof Hatch Position	(\$230.00)	Option
Delete Front Run Sign (Dash Mounted)	(\$246.00)	Option
Complete Bus Warranty -1 year / 50,000 Miles - Deduct	(\$500.00)	Option
Warranty - Transmission 2 year / 100,000 Miles (Allison) Deduct	(\$2,100.00)	Option
Warranty - Structure / Body Integrity Against Corrosion 7 year / 350,000 Miles	(\$500.00)	Option
Warranty - Body and Window Frames Against Water Leakage - 1YR / 50,000 Miles	(\$1,200.00)	Option
Delete (2) Dash Mounted Voltmeters J1939 (\$50.00 each)	(\$100.00)	Option
Warranty - Differential - 2 year/100,000 Miles - Deduct	(\$375.00)	Option
MCC Drivers Heater w/ Brush Motors	(\$211.00)	Option
Delete Amerex (Fire Suppression)	(\$1,800.00)	Option
Delete LED Auxiliary Brake Lights	(\$204.00)	Option
Warranty - HVAC 2 Year Unlimited Miles - Deduct (TK)	(\$1,450.00)	Option
Delete Modified Houston Pull Down, add Enhanced Insulation Package	(\$1,500.00)	Option
Standard Gravity Fill (Fuel System)	(\$513.00)	Option
Delete Rear Door, Add Two Seats	(\$860.00)	Option
Hidden Frame Bonded - Fixed (Passenger Windows)	\$1,506.00	Option
Add Window Guards (Acrylic Liner)	\$1,067.00	Option
(4) DEKA Group 31 Top Post (Batteries)	\$245.00	Option
80 Gallon Net Useable Split Fuel Tanks (29' L/F w/ No Rear Door) for ADA Each Side	\$1,886.00	Option
Delete Hogs Hair Filter for HVAC Unit	(\$18.00)	Modification
Modine Electric Cooling Fan	\$5,836.00	Modification
B: Options and Modifications Sub-total	\$99,641.00	
C: Delivery	\$6,400.00	

D: Florida Transit Association Finance Corporation Transaction Fee	\$500.00	
E: Total Price for one (1) bus (A+B+C+D)=E	\$412,914.00	
Ancillary Items (Training and Tools)		
Training		
Operator Orientation - 8 hours (Customer Property)	\$1,250.00	Option
Maintenance Orientation - 8 hours (Customer Property) (2 ea. - 4 hours @ \$625.00)	\$1,250.00	Option
F: Total Price for Training	\$2,500.00	
Tools		
Multiplex Diagnostic Set	\$5,184.00	Option
G: Total Price for Tools	\$5,184.00	
H: Total Ancillary Items (F+G)=H	\$7,684.00	
I: Grand Total Cost (E + H)= I	\$420,598.00	
J: Modifications	\$32,997.00	
K: Total of Base Bus, Options, Tools, and Delivery only, without Modifications, Training and Transaction Fee (I + J) = K	\$384,601.00	
L: Max possible PPI adjustment	\$16,825.00	
M: Total of Purchase Order (Max PPI not to exceed) (K-L)=M	\$437,423.00	

* The maximum possible adjustment amount will be determined by applying the PPI adjustment on the NTP issuance date, to a maximum of \$16,825.

**APPENDIX C
Delivery Schedule**

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

1. Delivery Schedule

Item	Description	Quantity	Delivery Date
1	30' Heavy Duty Transit Bus, Trolley Replica	1	11/1/2011
3	Spare Wheel	1	With delivery of the bus
4	Training	As per contract	(30) days after the delivery of the bus
5	Service and Parts Manuals, electrical Schematics and As-Built Drawings	1 set	(30) days after the delivery of the bus