

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. N/A  
 Contract  
 Re-Bid     Other    LIVING WAGE APPLIES:  YES  NO  
 Requisition No./Project No.: RQID1300199    TERM OF CONTRACT 5 YEAR(S), WITH ONE, 5 YEAR OTR, FOR A TOTAL OF 10 YEARS

Requisition /Project Title: Vendor Managed Inventory (VMI) Services

Description:

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade Transit (MDT) Department, is soliciting proposals for Vendor Managed Inventory (VMI) services for the supply-chain management of "parts, MRO supplies, accessories, components, equipment", hereinafter referred to as inventory, needed to operate and maintain buses at four facilities.

Issuing Department: ISD/ Procurement    Contact Person: Jesus Lee    Phone: 305-375-4264  
 Estimate Cost: Unknown - Possibly Reven    GENERAL    FEDERAL    OTHER  
 Funding Source: Multi-Dept.

**ANALYSIS**

<b>Commodity Codes:</b>	<u>918-70</u>	<u>946-55</u>		
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>	
<b>Contractor:</b>				
<b>Small Business Enterprise:</b>				
<b>Contract Value:</b>	<u>\$ Unknow at this time</u>	<u>\$</u>	<u>\$</u>	
<b>Comments:</b>	<u>N/A</u>			
Continued on another page (s): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
<b>RECOMMENDATIONS</b>				
	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>				
<b>Basis of recommendation:</b> <u>N/A</u>				
<b>Signed:</b>		<b>Date sent to SBD:</b>	<u>9-13-13</u>	
		<b>Date returned to DPM:</b>		

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**REQUEST FOR PROPOSALS (RFP) No. 894  
FOR  
VENDOR MANAGED INVENTORY**

**PRE-PROPOSAL CONFERENCE TO BE HELD:**

October 8, 2013 at 10:00 AM (local time)  
3300 NW 32<sup>nd</sup> Avenue, Miami, Florida 33142

**ISSUED BY MIAMI-DADE COUNTY:**

Internal Services Department, Procurement Management Division  
for  
Miami-Dade Transit Department

**COUNTY CONTACT FOR THIS SOLICITATION:**

Name and Title: Jesus Lee, Procurement Contracting Officer  
Address: 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128  
Telephone: (305) 375-4264  
E-mail: [fjl@miamidade.gov](mailto:fjl@miamidade.gov)

**PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:**

**November 15, 2013 at 2:00 PM** (local time)  
at  
CLERK OF THE BOARD  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, Suite 202  
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring division in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at <http://www.miamidade.gov/procurement/> or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

**1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS**

**1.1 Introduction**

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade Transit (MDT) Department, is soliciting proposals for Vendor Managed Inventory (VMI) services for the supply-chain management of "parts, MRO supplies, accessories, components, equipment", hereinafter referred to as inventory, needed to operate and maintain buses at four facilities listed in Attachment A. Adequate inventory shall also be available for operations and maintenance of these facilities.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	September 13, 2013
Pre-Proposal Conference:	See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-1530 at least five days in advance.
Inventory Preview:	To Be Determined
Deadline for receipt of questions:	November 1, 2013
Proposal due date:	See front cover for date, time and place.
Evaluation process:	December 2013 – January 2014
Projected award date:	April 2014

**1.2 Definitions**

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
8. The words "Preventive Maintenance (PM) Parts" to mean parts needed to perform scheduled preventive maintenance services.
9. The words "Critical List (CL) Parts" to mean parts needed immediately (See Attachment C for KPIs) to restore service to a revenue bus.
10. The words "Maintenance, Repair, and Operations (MRO) supplies" to mean all direct and indirect supplies needed by MDT are to repair buses.
11. Enterprise Asset Management System (EAMS)
12. Inventory Consignment: Inventory Consignment to mean the inventory that is in the possession of the Contractor but is still owned by the County. The liability of loss, damage, and theft will remain with the Contractor.

**1.3 General Proposal Information**

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this

Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

#### **1.4 Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;

- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

### **1.5 Public Entity Crimes**

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

### **1.6 Lobbyist Contingency Fees**

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

### **1.7 Collusion**

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

## **2.0 SCOPE OF SERVICES**

See Attachment 1.

**3.0 RESPONSE REQUIREMENTS**

**3.1 Submittal Requirements**

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (See Attachment 2). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

**4.0 EVALUATION PROCESS**

**4.1 Review of Proposals for Responsiveness**

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

**4.2 Evaluation Criteria**

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one thousand (1,000) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points (600)</u>
A. Proposer’s Experience and Past Performance	100
B. Key Personnel and Subcontractors Performing Services	50
C. Sourcing Plan	100
D. Proposed Approach to Providing the Services	100
E. Transition Plan	100
F. Financial Capability	100
G. Quality Assurance Plan	50
 <u>Price Criteria</u>	 <u>Points (400)</u>
H. Proposer’s proposed price	200
I. Cost Benefit Analysis	200

**4.3 Oral Presentations**

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

#### **4.4 Selection Factor**

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

#### **4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference**

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

#### **4.6 Price Evaluation and Cost Benefit Analysis**

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals and cost benefit analysis of those Proposers remaining in consideration.

The price proposal and cost benefit analysis will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. Evaluation of price and cost benefit analysis will be used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

#### **4.7 Local Preference**

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

#### **4.8 Negotiations**

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Supply agreements, or any other verifiable documentation demonstrating Proposer's ability to source parts from OEMs/OES as listed in Attachment L of this solicitation.
- d) Pricing for the inventory items included in the 30% expenditures (See Attachment M for the inventory items 70% of the total expenditures for purchase of inventory).

#### **4.9 Contract Award**

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

#### **4.10 Rights of Protest**

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

### **5.0 TERMS AND CONDITIONS**

The anticipated form of agreement is attached (See Attachment 6). The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

#### **a) Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at [http://www.miamidade.gov/DPM/vendor\\_registration.asp](http://www.miamidade.gov/DPM/vendor_registration.asp) or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

## b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

## c) Inspector General Reviews

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 indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

## d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

## e) Letter of Credit as per Attachment 6, Article 42.

**6.0 ATTACHMENTS**

Attachment 1: Scope of Services

Attachment 2: Proposal Submission Package

Attachment 3: Form A-1 (Cover page) and Affidavits/Acknowledgements A-2 through A-6

Attachment 4: Proposer Information

Attachment 5: Price Proposal Schedule and Cost Benefit Analysis

Attachment 6: Form of Agreement

Attachment A: MDT Warehouse & Storeroom Facilities

Attachment B: Metrobus Inventory Value Summary by Storeroom

Attachment C: Key Performance Indicators

Attachment D: Preventive Maintenance Schedule - Metrobus

Attachment E: Inventory Purchased from Jan 1, 2010 to Jan 7, 2013

Attachment F: MDT's Metrobus fleet by model year, bus type and capacity

Attachment G: Specifies the engine, transmission, and air conditioning systems in the current Metrobus fleet

Attachment H: Metrobus fleet maintained at each facility

Attachment I: Top Metrobus fleet repairs by subsystem

Attachment J: Emergency Supplies List

Attachment K: Metrobus Fleet PM Parts List

Attachment L: Inventory list indicating substitution/no substitution of OEM parts

Attachment M: Inventory Basket: This basket is composed of the "A" parts at each storeroom, i.e., those which account for 70% of the expenditures for the Jan 2010 - Jan 2013 period in the ABC reports (Attachment E).

Attachment N: Job Description and Tasks

**ATTACHMENT 1  
SCOPE OF SERVICES**

## Attachment 1 SCOPE OF SERVICES

### 1. BACKGROUND

The Miami-Dade Transit Department (MDT) is responsible for all public transportation needs for Miami-Dade County. MDT manages a unified system which consists of four major components: Metrobus, Metrorail, Metromover, and Special Transportation Services (STS). The Metrorail, Metromover, and STS are not a part of this Solicitation.

MDT provides bus service 365 days a year. The Metrobus system serves all major business, shopping, entertainment, and cultural centers, as well as many hospitals and schools. Buses travel over 29.2 million revenue miles each year. The fleet of 822 buses is comprised of 722 coaches (including 13 hybrid coaches built by North American Bus Industries (NABI), 12 Motor Coach Industries (MCI) coaches, and 5 Gillig hybrid coaches), as well as 25 New Flyer articulated hybrid coaches and 75 Optima Opus minibuses.” The average age of the fleet is 9.18 years old. The oldest vehicle was built in 1999 and the newest was built in 2010. Maintenance is performed on buses based on a Preventative Maintenance (PM) Schedule, manufacturer recommended schedules. Additionally, unscheduled repairs are done on as needed basis. Top repairs are concentrated in the following subsystems (March '11 – Feb '12 averages): Electrical represents about 32% of all fleet repairs, followed by Engine at 25%, Air at 19%, A/C at 13%, and Coolant at 11%. The current maintenance schedules results in an average monthly spend for parts, materials, and equipment of \$1,230,261 for the March '11 – Feb '12 period. MDT will continue to monitor new bus technology as it becomes available. At the present time MDT is exploring the possibility of progressively converting its entire bus fleet to Compressed Natural Gas (CNG) as the current fleet of diesel and hybrid coaches as the fleet gets retired on an annual attrition basis

### 2. OBJECTIVES

MDT wishes to implement VMI services for the supply-chain management of “parts, maintenance repair and operations (MRO) supplies, accessories, components, equipment”, hereinafter referred to as inventory, needed to operate and maintain buses at four facilities listed in Attachment A. Tires, fuels, and bulk lubricants are excluded from inventory. Adequate inventory shall also be available for operations and maintenance of these four facilities. The main objectives of the VMI services are quantifiable substantial cost savings to MDT, improvements in external and internal customer service as measured by the Key Performance Indicators (KPI, See Attachment C), and reduced inventory levels. VMI services must be performed in a cost-effective manner to yield significantly lower expenditures for MDT. The selected Proposer shall ensure adequate inventory levels, at all times, based on quantities that the selected Proposer will determine.

Proposer may choose any of the two options that the County has identified to perform these services. However the County is open to any other suggestions/options that meets or exceeds the objectives above.

- a. VMI with Inventory Consignment: Under this option, the selected Proposer will perform and be responsible for purchasing, warehousing, and distribution functions, manage inventory at each storeroom by providing staff, manage Inventory Consignment through attrition, and perform administrative functions specified in Paragraph 4.12 below.
- b. VMI with no Inventory Consignment: Under this option, the selected Proposer will perform and be responsible for purchasing, warehousing, and distribution functions to deliver inventory to each storeroom. The selected Proposer will not handle MDT's current inventory. The selected Proposer will not provide staff for each storeroom.

### 3. MDT MATERIALS MANAGEMENT AND OPERATIONS

#### 3.1 Materials Management Function

The Materials Management Division (MMD) of MDT is responsible for the purchasing, inventory management, warehousing, logistics, and administrative functions as relates to bus inventory for the Department.

#### 3.2 Materials Management Overview

MDT's inventory is currently stored and dispensed from four storerooms located at each maintenance facility, which are re-supplied from a central distribution warehouse. MDT's bus-related non-obsolete inventory is currently valued at an estimated total of \$15 million (See Attachment B); inventory values fluctuate from month to month. Obsolete inventory is inventory which can no longer be used on current fleet.

#### 3.3 Enterprise Asset Management System

MDT uses an Enterprise Asset Management System (EAMS) to ensure that physical assets are tracked properly and efficiently. EAMS also assists operations and maintenance personnel in improving equipment performance and production uptime. The developer of EAMS is Infor Global Solutions. Infor's EAMS combines the best features of web based architecture, Internet-based application and Oracle application design. The version which is currently used in Miami Dade County is EAMS 8.3 with build 200905. The current version in the Market is EAMS 10.1.2, which MDT is currently testing for possible implementation in first quarter of 2014. Physical asset information, such as location, cost history, warranties, claims, meters, permits and documents are compiled and tracked in EAMS. Work order processes support routine, response and periodic preventative maintenance. The EAMS includes following modules: purchase orders, invoice-matching for stocked parts, materials, labor and services, mobile devices, call center, inventory management, economic order quantity (EOQ), and key performance indicator tracking feature based on user-specified parameters and scorecards. EAMS also features Microsoft Project interface, audit, analysis and reporting capabilities. MDT is currently not using all of the modules available through EAMS.

### 4. SERVICE REQUIREMENTS

#### 4.1 Supply and Distribution of Inventory

The selected Proposer shall ensure adequate inventory levels at all times. The selected Proposer will gradually purchase, deliver, replenish, and ensure availability of inventory as MDT consumes and ultimately exhausts its non-obsolete existing inventory. The selected Proposer must supply inventory in a manner to meet or exceed the KPIs specified in Attachment C.

#### 4.2 Inventory Levels and Replenishment

The selected Proposer will use a forecasting model to best determine inventory levels required to ensure adequate inventory. At a minimum, following factors must be taken into account to determine adequate inventory: Preventive maintenance schedules, MDT Purchase History (See Attachments E, List of Inventory Purchased and M, Inventory Basket), and supplier lead-times.

#### 4.3 Parts Labeling (Only applies to "VMI with Inventory Consignment Option")

The selected Proposer will ensure inventory items provided, under a contract issued as a result of this solicitation, can be identified by a label containing Identification Coding (IDC) or alternatively by Direct Part Marking. Inventory items shall have a two-section label. The first section of the label will contain permanent OEM and unique component part or material-identifying information and the second section of the label will contain the part or material number, warranty information, and any additional rebuild information when applicable. The labels will be expected to maintain physical integrity, adhesion, and readability for the useful life of the component part or material. The selected Proposer will utilize machine-readable barcode identifiers that can be scanned in standard Uniform Product Code (UPC) format and, in particular, that can be scanned by the County's EAMS scanners. The scanners used by

MDT are: Symbol, Model #: MC9060-GJ0FBEEA4WW. All shelves, bins, or storage spaces for each item must be bar coded.

#### **4.4 Cross-Referencing of Parts**

The selected Proposer will generate a complete listing, following its inspection(s) of MDT warehouse and stockrooms, of the entire inventory and will cross-reference OEM or after-market equivalent numbers with the manufacturer numbers and with corresponding MDT Stock Numbers and other designations. This information shall be made available to the County through EAMS system within first six months of the contract effective date. The selected Proposer will provide MDT with the ability to review and cross-reference all part numbers.

#### **4.5 Reporting and Data Availability**

Throughout the contract, the selected Proposer shall provide MDT real time access to all relevant data and reports, both through system used by the selected Proposer and through the County's EAMS as specified below.

- a. Dollar value purchased, by part or material, with extensions, by location
- b. Purchase history year-to-date; by month-to-date, week-to-date
- c. Order date, shipping date, delivery date and Accounts Payable status
- d. Open or unfilled orders by age
- e. Stock outs
- f. Core transactions
- g. Consumption rates and inventory usage by work order
- h. All OEM parts numbers
- i. MDT Stock Number, where applicable
- j. Parts descriptions
- k. Purchase Quantity
- l. Unit Purchase Price
- m. Extended Purchase Price
- n. Order Date
- o. Purchase Order Number, where applicable
- p. Location as listed in Attachment A, referenced to an account number
- q. MDT Work Order Number
- r. MDT Bus Number
- s. Warranty activities
- t. Environmental compliance
- u. All other information driving the KPI's listed in Attachment C

The County will use EAMS data for validation of accounts payables, including payment of invoices.

At the end of the contract term, the selected Proposer shall provide to the County inventory, usage and warranty data.

#### **4.6 Disposal**

The selected Proposer shall properly place all trash generated from parts deliveries into waste receptacles designated by MDT at each storeroom location or other locations as designated by MDT. The selected Proposer will adhere to MDT's Environmental Compliance requirements at all times. This is applicable if the selected Proposer is utilizing MDT facilities.

#### **4.7 Warranty Tracking and Management**

The selected proposer shall track warranty (including terms, period and claims) of all applicable parts and services purchased under a contract issued as a result of this solicitation. The selected Proposer will represent the County for warranty claims for parts/services purchased under this contract. The selected proposer will maintain current warranty data. The selected Proposer shall immediately provide

replacements, at no additional cost to the County, while the warranty claim is being resolved. These replacements shall be provide within the timeframe listed in Attachment C, Key Performance Indicators.

#### **4.8 Quality Assurance Plan**

The selected Proposer shall maintain a Quality Assurance Plan (QAP) throughout the term of a contract and any extensions/renewals thereof. The selected Proposer is responsible for providing an adequate quality process for verifying that the inventory is provided accordance with product specifications. The Contractor's QAP shall, at minimum, adhere to and contain elements corresponding to ISO 9000 series standards (latest version) and/or FTA Quality Management System Guidelines Document No, FTA-PA-27-5194-12-1. The selected Proposer's QAP shall be subject to MDT's approval. The QAP is subject to MDT's review at any time. The review may include, but not be limited to, surveillance of the operations; auditing of records and processes; and inspection/testing to measure quality of the items, materials, parts and components purchased and delivered. The plan shall ensure that all activities are performed correctly by qualified and competent personnel.

#### **4.9 Quality Control Procedures**

The selected Proposer's QAP shall include Quality Control (QC) procedures that establish the requirements for ensuring that contractual requirements are understood.

##### **4.9.1 Quality-Related Records**

The selected Proposer's record keeping activities affecting Quality shall be maintained at its local facility, and available for inspection by MDT at any time.

#### **4.10 Emergency Supplies**

The selected Proposer will keep in stock emergency supplies for the hurricane season. Emergency supplies are listed in Attachment J.

#### **4.11 Pricing**

Pricing for parts shall be FOB destination.

**4.12 Administrative Functions at Each Storeroom** (Only applies to "VMI with Inventory Consignment Option"): Storerooms shall be manned 24 hours per day, 7 days a week to ensure inventory is available for issuance. Please see Attachment N for job descriptions and tasks.

#### **4.13 Addition of Inventory**

During the term of the contract and any extensions thereof, the County reserves the right to add new inventory for which the pricing is not yet established under this contract. The pricing for such inventory will be negotiated with the selected Proposer.

#### **4.14 Core Credit/Charges**

The selected Proposer shall manage all credits/charges for MDT.

## **5. PURCHASE OF INVENTORY BY THE COUNTY**

At the end of the contract or early termination of services due to any reason, the County reserves the right to purchase the selected Proposer's entire or partial inventory at the then current pricing being paid by the County to the selected Proposer.

**ATTACHMENT 2  
PROPOSAL SUBMISSION PACKAGE**

## ATTACHMENT 2 PROPOSAL SUBMISSION PACKAGE

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

**1. Form A-1, Cover Page of Proposal and Affidavits/Acknowledgements (See Attachment 3)**

Form A-1: Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

Complete and sign the following forms:

- Form A-2, Lobbyist Registration for Oral Presentations
- Form A-3, Acknowledgement of Addenda
- Form A-4, Local Business Preference
- Form A-5, Fair Subcontracting Policies
- Form A-6, Subcontractor/Supplier Listing

**2. Proposer Information (See Attachment 4)**

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

**3. Price Proposal Schedule and Cost Benefit Analysis (See Attachment 5)**

Complete following the requirements therein.

Submit

- One original hardcopy format of complete Proposal Submission Package and twelve (12) copies
- A compact disc (CD) of the complete package (except the required forms/affidavits) as one single searchable document: pdf or word)

by the Proposal Due Date (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name Proposer's Address Proposer's Telephone Number	Clerk of the Board Stephen P. Clark Center 111 NW 1st Street, 17th Floor, Suite 202 Miami, FL 33128-1983
RFP No.: RFP 894 RFP Title: Vendor Managed Inventory Proposal Due Date: November 15, 2013	

**ATTACHMENT 3**  
**COVER PAGE OF PROPOSAL AND AFFIDAVITS/ACKNOWLEDGEMENTS**

Form A-1

<b>PROPOSER'S NAME (Name of firm, entity or organization):</b>		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>		
<b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b>		
Name: _____		Title: _____
<b>MAILING ADDRESS:</b>		
Street Address: _____		
City, State, Zip: _____		
<b>TELEPHONE:</b> (____) _____	<b>FAX:</b> (____) _____	<b>E-MAIL ADDRESS:</b> _____
<b>PROPOSER'S ORGANIZATIONAL STRUCTURE:</b>		
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain): _____		
<b>IF CORPORATION:</b>		
Date Incorporated/Organized: _____ State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
<b>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>		
<b>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</b>		
<b>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:</b>		
A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.		
<input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.		
<b>CRIMINAL CONVICTION DISCLOSURE:</b>		
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.		
<input type="checkbox"/> Place a checkmark here <b>only</b> if Proposer has such conviction to disclose.		
<b>Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:</b>		
By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.		

***PROPOSER'S AUTHORIZED SIGNATURE***

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

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: \_\_\_\_\_ Project No.: \_\_\_\_\_
(2) Department: \_\_\_\_\_
(3) Proposer's Name: \_\_\_\_\_
Address: \_\_\_\_\_ Zip: \_\_\_\_\_
Business Telephone: (\_\_\_\_) \_\_\_\_\_

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

Table with 4 columns: NAME, TITLE, EMPLOYED BY, TEL. NO. and 8 rows of blank lines for entry.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

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

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

Signature of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_
STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_,
by \_\_\_\_\_, a \_\_\_\_\_, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)
(Name of Acknowledger typed, printed or stamped)
(Title or Rank) (Serial Number, if any)

Revised 2/7/05

Form A-3  
ACKNOWLEDGEMENT OF ADDENDA

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

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

- Addendum #1, Dated \_\_\_\_\_, 201\_\_
- Addendum #2, Dated \_\_\_\_\_, 201\_\_
- Addendum #3, Dated \_\_\_\_\_, 201\_\_
- Addendum #4, Dated \_\_\_\_\_, 201\_\_
- Addendum #5, Dated \_\_\_\_\_, 201\_\_
- Addendum #6, Dated \_\_\_\_\_, 201\_\_
- Addendum #7, Dated \_\_\_\_\_, 201\_\_
- Addendum #8, Dated \_\_\_\_\_, 201\_\_
- Addendum #9, Dated \_\_\_\_\_, 201\_\_

PART II:

\_\_\_\_ No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Form A-4
LOCAL BUSINESS PREFERENCE

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

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

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

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

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

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

Check box, if applicable:

- checkbox a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
checkbox b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
checkbox c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by \_\_\_\_\_

Multiple horizontal lines for providing a written statement for criterion c.

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

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

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2013. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

by \_\_\_\_\_, He/She is personally known to me or has  
(Affiant)

presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal

**Form A-5**

**FAIR SUBCONTRACTING POLICIES**  
*(Section 2-8.8 of the Miami-Dade County Code)*

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

\_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_

**FORM A-6**  
**SUBCONTRACTOR/SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer \_\_\_\_\_ FEIN \_\_\_\_\_

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County, prior to award, that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.  
(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
		Gender		Race/Ethnicity					Gender		Race/Ethnicity						
		M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other
<i>Principal Owner</i>																	
<i>Principal Owner</i>																	
Business Name and Address of First Tier Direct Supplier	Supplies/Materials/Services to be Provided by Supplier																

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or online to the Small Business Development of the Department of Regulatory and Economic Resources at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

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

Signature of Proposer \_\_\_\_\_ Print Name \_\_\_\_\_ Print Title \_\_\_\_\_ Date \_\_\_\_\_ SUB 100 Rev. 6/12

**ATTACHMENT 4  
PROPOSER INFORMATION**

## Attachment 4 Proposer Information

### **(A) Proposer's Experience and Past Performance**

1. Describe in detail the Proposer's experience in general, primary markets served, number of years that the Proposer has been in existence, the current number of employees, specific experience with public transit agencies, and services provided to such agencies.
2. Provide a detailed description of contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past five years. The description should identify for each project:
  - (i) VMI Client profile (type of public agency i.e. transit, utility, etc. or type of private or commercial fleet and type)
  - (ii) Client contact person and phone number
  - (iii) Contract number and term
  - (iv) Complete description of scope of work/services including process flow, staffing levels, and size of the fleet served
  - (v) Number of SKUs & quantities, include dollar value
  - (vi) Number and size of warehouse/stockrooms
  - (vii) Total dollar value of the contract
  - (viii) Type of MRO supplies and how they were delivered / dispensed
  - (ix) Declaration of whether Proposer was the prime contractor or subcontractor, and the results of each project.
  - (x) Performance expectations (including KPIs), performance delivered by the Proposer and shortfalls
  - (xi) Cost savings and other benefits to the client
  - (xii) Lessons learned, and recommendations
  - (xiii) If the contract was terminated by the client, include reason for that termination.
  - (xiv) Liquidated damages
  - (xv) Any resolved or pending legal actions

Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

### **(B) Key Personnel and Subcontractors Performing Services**

4. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart of key personnel shall include project managers, professional staff responsible for supply chain management, vendor relationships (with relevant Original

Equipment Manufacturers/Suppliers (OEM/OES), aftermarket part providers), warehousing, information technology and anyone who will develop and/or perform any part of the proposed work and/or services on this project and shall also identify the Proposer's employees and those of the subcontractors or subconsultants and shall include their functions to be performed.

5. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
6. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
7. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

**Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.**

#### **(C) Sourcing Plan**

8. Provide a detailed description of how the Proposer will be able to acquire parts from Original Equipment Manufacturers (OEM), Original Equipment Suppliers (OES), and aftermarket manufacturers for buses currently owned or that may be purchased by MDT during the term of this contract. No substitute OEMs/OES are listed in Attachment L of this solicitation.

#### **(D) Proposed Approach to Providing the Services**

9. Describe in detail Proposer's warehousing, distribution, and consignment (if applicable) plan including the facilities to be used by Proposer to provide these services. The two options identified by the County are listed in Attachment 1, Paragraph 2. These two options are listed for suggestion purposes only, and proposers are free to propose any other option. The County has no preference for any option.
  - a. If the Proposer proposes for a VMI with Inventory Consignment, provide plan for tracking MDT's current inventory and its consumption through attrition. Also provide proposer's plan to perform administrative functions, specified in Attachment 1, Paragraph 4.12, in the most efficient manner. Include any modifications to MDT's current administrative functions to achieve efficiencies.
10. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services (see Attachment 1).
11. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel and that of any subcontractor that will perform work in this project.

12. If the Proposer intends to deploy a web based, online or any other Information Technology based system/solution for providing these services, describe in detail the integration of this system with the County's current EAMS.
13. Describe Proposer's approach to:
  - a. Supplying parts to meet the KPIs specified in Attachment C and consuming MDT's current inventory (See Attachment 1, Paragraphs 4.1 and 4.2).
  - b. Labeling and cross-referencing of parts (See Attachment 1, Paragraphs 4.3 and 4.4).
  - c. Providing MDT real-time access to data and reports (See Attachment 1, Paragraph 4.5)
  - d. Warranty Management including tracking of the warranty terms, period, and claims
14. Provide Proposer's plan to provide MDT inventory, usage and warranty data. List the types of data/reports that will be provided.
15. Provide a billing plan including frequency of billing, details that will be included in the bill, and a sample bill.

**(E) Transition Plan**

16. Provide the Proposer's detailed plan for transition identifying timeframes and duration for specific key tasks. The plan should include but not be limited to:
  - a. Setting up the facility (ies) to be used by Proposer for providing these services.
  - b. Recruitment: Describe Proposer's hiring/staffing plan and the planned staffing level.
  - c. Deployment of Information Technology system that will be used the Proposer, integration of this system with the County's EAMS system, providing access to data/reports to the County.
17. Provide a detailed phasing out and recovery plan detailing how, at the end of a Contract issued as a result of this solicitation, the selected Proposer will turn over the services and all applicable documents, information, data etc. to MDT or another Contractor selected by MDT for future services.

**(F) Financial Capability**

18. Provide documentation proving Proposer's financial strength and ability to provide start-up operations and reasonable working capital to handle this project according to its proposal. Such documentation may include its most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial situation. If certified financial statements are not available provide latest available financial statements (balance sheet and income statement) and letters of credit availability from accredited financial institutions, or other relevant documentation.

Note: The County's evaluation of the Proposer's Financial Capability may include, but not be limited to: a) Proposer's ability to access funding necessary to cover required start-up costs, and b) cash reserves to ensure ongoing operations, payroll costs for a period of up to 60 days from the start of throughout the duration of the contract, and funds for the purchase of sufficient inventory.

**(G) Quality Assurance Plan**

19. Provide a Quality Assurance Plan that meets or exceeds the requirements of Attachment 1, Paragraph 4.8.

**(H) Exception**

20. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

**ATTACHMENT 5  
Price Proposal Schedule  
and  
Cost Benefit Analysis**

## ATTACHMENT 5

### 1) Price Proposal Schedule

**INSTRUCTIONS:**

The Proposer's shall state its pricing for the VMI services option proposed. Pricing has two components:

- A. Management Fee
- B. Price for Parts (FOB Destination)

**A. Management Fee:**

The Proposer shall state its yearly management fee for VMI services for the initial term and the option to renew of the contract.

<b>Initial Term</b>	
<b>Management Fee for</b>	<b>Yearly Amount</b>
Year 1	\$
Year 2	\$
Year 3	\$
Year 4	\$
Year 5	\$
<b>Option to Renew</b>	
<b>Management Fee for</b>	<b>Yearly Amount</b>
Year 6	\$
Year 7	\$
Year 8	\$
Year 9	\$
Year 10	\$

Note: The above yearly amount will be paid in 12 equal monthly installments at the end of each month.

**B. Price for Parts:**

Proposers shall provide a unit price (to be paid by the County) for all items listed in the Inventory Basket provided herein as **Attachment M**. This 70% expenditure list is provided for price evaluation purposes and does not alleviate Proposer's responsibility to provide 100% of the inventory items. The Proposer recommended for negotiations will provide pricing for the inventory items included in the remaining 30% expenditures. The price for all items will be finalized during negotiations.

Proposers shall give a breakdown of the proposed unit price as follows:

<b>Cost: Actual Amount paid by the Proposer to its supplier to purchase the inventory</b>	<b>Markup including any overhead, profit, etc.</b>	<b>Unit Price (U) to the County</b>
(a)	(b)	$U = (a) + (b)$

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

**2) Cost-Benefit Analysis**

The main objectives of the VMI services are quantifiable substantial cost savings to MDT, improvements in external and internal customer service and reduced inventory levels. **Provide a detailed cost benefit analysis for the plan offered by proposer.** See four items below for MDT's cost.

- (A) MDT's annual bus inventory carrying cost is **\$4.3 million**. These costs include support personnel, equipment, information technology (hardware/software, support, connectivity), and other office equipment and supplies. See breakdown below:

	Inventory Carrying Cost (rounded to nearest thousand)
Buyers	\$593k
Stock Clerks	\$2,265k
Administrative Cost	\$647k
Information Technology Support	\$250k
ISD/PMS Support Staff	\$517k
Total:	\$4,272k

- (B) Trend/Projection for labor costs: Labor trend data projection for future costs is 3.5% annual escalation, yielding \$4.5 million for FY13 and so on.
- (C) MDT's inventory purchasing costs are: \$14.9 million for FY11 and \$19.9 million for FY12. Much of this increase is attributable to engine replacements and out-of-warranty items.
- (D) MDT's inventory consumption data for the past two (2) years: \$15.1 million for FY11 and \$20.5 million for FY12.

**ATTACHMENT 6  
Form of Agreement**

## ATTACHMENT 6 Form of Agreement

*(This is the form of agreement the County anticipates awarding to the selected Proposer.)*

Vendor Managed Inventory  
Contract No. 894

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Vendor Managed Inventory Services, on a non-exclusive basis, that shall conform to the Scope of Services (Attachment 1); Miami-Dade County's Request for Proposals (RFP) No. 894 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated \_\_\_\_\_, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such \_\_\_\_\_ for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Attachment 1), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 894 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean \_\_\_\_\_ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

**ARTICLE 2. 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, 2) the Scope of Services (Attachment 1, 3) the Miami-Dade County's RFP No. 894 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

**ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters 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 duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) 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 Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date indicated on the first page of this contract and shall continue through the last day of the sixtieth month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for five (5) additional years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

**ARTICLE 6. 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:

**(1) to the County**

- a) to the Project Manager:

Miami-Dade County  
Attention:  
Phone:

**Fax:**

E-mail:

and,

- b) to the Contract Manager:

Miami-Dade County  
Internal Services Department, Procurement Management Division  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974

**Attention: Assistant Director**

**Phone: (305) 375-5548**

**Fax: (305) 375-2316**

E-mail:

**(2) To the Contractor**

Attention:  
Phone:  
Fax:  
E-mail:

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.

**ARTICLE 7. 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 Attachment \_\_\_\_\_. 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 shall be at the Contractor's risk and expense.

**ARTICLE 8. PRICING**

Price for inventory is subject to biannual (once every two years) adjustment based on industry wide price decreases/increases by the manufacturer. Proof of such price adjustments shall be provided by submitting a letter issued by the manufacturer on its letterhead.

Such price adjustments shall be requested at least 6 months prior to the then current 2-year period.

The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

**ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than **once per month**, upon invoices certified by the Contractor pursuant to Attachment \_\_\_\_- Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance

with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) 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 Mayor, 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.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**ARTICLE 10. INDEMNIFICATION AND 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. 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 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.

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

- A. Worker’s Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General 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.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Bailees Insurance (if applicable) in an amount no less than the total value of County property in the vendors care, custody and control.

**Values of the bailment will be reviewed periodically by both parties to ensure sufficiency of limits. Insurance requirements are subject to change based on the scope of services resulting from the negotiated contract.**

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services.

Compliance with the foregoing requirements shall not relieve the vendor of liability and obligation under this section or under any other section of this agreement.

Certificate Holder must read: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128

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.

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 ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an

additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring 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 shall 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.

#### **ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective

work efforts to most effectively and efficiently maintain the progress in performing the Services.

- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the

Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 17. AUDITS**

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

#### **ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

#### **ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

#### **ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

#### **ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
  - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

#### **ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

- i. the Contractor has not delivered Deliverables on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice

shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

**ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights

claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

#### **ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

#### **ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the

Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

## **ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST**

### **a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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:

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| <p>1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br/>(Section 2-8.1 of the County Code)</p> <p>2. <b>Miami-Dade County Employment Disclosure Affidavit</b><br/>(Section 2-8-1(d)(2) of the County Code)</p> <p>3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b><br/>(Section 2-8.1.2(b) of the County Code)</p> <p>4. <b>Miami-Dade Disability and Nondiscrimination Affidavit</b><br/>(Section 2-8.1.5 of the County Code)</p> <p>5. <b>Miami-Dade County Debarment Disclosure Affidavit</b><br/>(Section 10.38 of the County Code)</p> <p>6. <b>Miami-Dade County Vendor Obligation to County Affidavit</b><br/>(Section 2-8.1 of the County Code)</p> <p>7. <b>Miami-Dade County Code of Business Ethics Affidavit</b><br/>(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> <p>8. <b>Miami-Dade County Family Leave Affidavit</b><br/>(Article V of Chapter 11 of the County Code)</p> <p>9. <b>Miami-Dade County Living Wage Affidavit</b><br/>(Section 2-8.9 of the County Code)</p> | <p>10. <b>Miami-Dade County Domestic Leave and Reporting Affidavit</b><br/>(Article 8, Section 11A-60 11A-67 of the County Code)</p> <p>11. <b>Subcontracting Practices</b><br/>(Ordinance 97-35)</p> <p>12. <b>Subcontractor /Supplier Listing</b><br/>(Section 2-8.8 of the County Code)</p> <p>13. <b>Environmentally Acceptable Packaging</b><br/>(Resolution R-738-92)</p> <p>14. <b>W-9 and 8109 Forms</b><br/>(as required by the Internal Revenue Service)</p> <p>15. <b>FEIN Number or Social Security Number</b><br/>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:</p> <ul style="list-style-type: none"> <li>▪ Identification of individual account records</li> <li>▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County</li> </ul> |
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- 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 requires that 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, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 32. 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 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, 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 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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.

### **ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

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, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections,

and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance,

which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

#### **ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

#### **ARTICLE 37. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

#### **ARTICLE 38. GOVERNING LAW**

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

#### **ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)**

##### **a) User Access Fee**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two

percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

#### **b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

#### **c) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

### **ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

### **ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY**

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and

conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

**ARTICLE 42. LETTER OF CREDIT**

The Contractor shall furnish a Letter of Credit (LOC) in an amount of in the amount of \$2,136,000 (1/2 of Annual Inventory Carrying Cost- Attachment 5). The LOC shall be on forms provided and/or approved by the County. Said LOC shall be drawn on a financial institution authorized to do business and with offices in the State of Florida. Provisions of the LOC shall not limit, in any way, any liability of the Contractor to the County.

The Contractor may in lieu of an irrevocable letter of credit, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Plans and Specifications and the completion of the same free from all liens and within the time limit herein specified.

**ARTICLE 43. SURVIVAL**

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Carlos A. Gimenez

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

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney

## Attachment A MDT Warehouse & Storeroom Facilities

Facility	Hours of operation	Square Footage	Store Clerks	Supervisors
Central O & I Storeroom 3411 NW 31 St	24/7	4,710	7	1
Major Overhaul Storeroom 3295 NW 31 <sup>st</sup> St	7am – 3pm Mon-Fri	8,710	3	0
Northeast O&I Storeroom 360 Northeast 185 St	24/7	8,451	6	1
Coral Way O&I Storeroom 2775 SW 74 Ave	24/7	8,451	6	1
<b>Total</b>		<b>30,322</b>	<b>22</b>	<b>3</b>

## Attachment B

### Updated by MDT as of 5/10/13

### Metrobus Inventory Value Summary by Facility

(to nearest \$)								
T10 Central Warehouse	5,497,756							
T11 Central O&I		739,014						
T12 North East O&I			739,635					
T13 Coral Way O&I				1,009,801				
T15 Central Support					2,273,869			
T16 Communications	8,681	434	965	726		757,379	210,050	314,563
TF (Facilities Parts)	261,131	6,726	9,901	11,297	2,961		61,897	27,536
T19 (Facilities)	23,316	3,904	4,757	3,852	1,086		263,045	902
T2 Bus Fare Collection	12,306	10,839	8,165	7,869		216,593	155,620	153,487
TG (Expendables)	639,031	47,612	80,892	86,710	100,564	35,162	1,228,978	96,380
Estimated / unprocessed inv.								

## Attachment C Key Performance Indicators

The Key Performance Indicators that the Contractor will need to adhere to are as follows:

1. Buses, from active fleet per garage, down for lack of inventory: At each facility, no more than 3% of the fleet can be down for "No Parts Available". A bus will be listed as "No Parts Available" if the part required is not available within 4 hours of request and the part requested will keep the bus from operating safely in revenue service.

Should the number of buses down (due to the County not having the required inventory) exceed the % above, liquidated damages in the amount of \$300.00 per bus, per day shall be paid by contractor for each additional bus down (beyond 3%).

2. Stock Out At Each Store Room: All stock outs must be filled within 48 hours of the request by the County.
3. Resolution of Warranty Claims: 30 calendar days

**Attachment D  
Preventive Maintenance Schedule – Metrobus**

**Will be uploaded via addendum.**

**Attachment E**  
**Inventory Purchased from Jan 1, 2010 to Jan 7, 2013**

**Will be uploaded via addendum.**

**Attachment F**  
**MDT's Metrobus fleet by model year, bus type and capacity**

**BUS FACTS AT A GLANCE: VEHICLE DESCRIPTION**

**ACTIVE FULL SIZE FLEET**

YEAR	BUS TYPE	DESCRIPTION	# OF VEHICLES	SEATING CAPACITY	STANDING LOAD	LENGTH	WIDTH	GVWR	HEIGHT	FUEL CAPACITY (GALS)	TURNING RADIUS	WHEEL BASE	LUGGAGE RACKS
1999	NABI 9900	LOW FLOOR - 2 DOORS	93	38	23	40' 7"	102"	40,600	125"	125	44'	274.6"	N/A
2000	NABI 2000	LOW FLOOR - 2 DOORS	95	38	23	40' 7"	102"	40,600	125"	125	44'	274.6"	N/A
2002	NABI 02100	LOW FLOOR - 2 DOORS	110	38	23	40' 7"	102"	40,600	125"	125	44'	274.6"	5
2003	NABI 03100	LOW FLOOR - 2 DOORS	100	38	31	40' 7"	102"	42,000	125"	125	44'	274.6"	48
2004	NABI 04100	LOW FLOOR - 2 DOORS	109	38	31	40' 7"	102"	42,000	125"	125	44'	274.6"	N/A
2004	NABI 04200	LOW FLOOR - 2 DOORS	1	38	31	40' 7"	102"	42,000	125"	125	44'	274.6"	N/A
2005	NABI 05100	LOW FLOOR - 2 DOORS	108	38	31	40' 7"	102"	42,000	125"	125	44'	274.6"	N/A
2006	NABI 06100	LOW FLOOR - 2 DOORS	76	38	31	40' 7"	102"	42,000	125"	125	44'	274.6"	N/A
2006	MCI 06700 OTR	STD FLOOR - 1 DOOR	12	55	N/A	45' 6.25"	102"	48,000	136.92"	192	46' 6"	318"	13
2009	NABI 09100	LOW FLOOR - 2 DOORS	13	38	39	41' 3.6"	102"	42,540	135"	125	44'	275"	N/A
2010	Gillig 10100	LOW FLOOR - 2 DOORS	5	38	21	41' 8.65"	102"	39,600	131.48"	120	43' 9"	279"	N/A

TOTAL FULL SIZE FLEET 722

**ACTIVE ARTICULATED FLEET**

YEAR	BUS TYPE	DESCRIPTION	# OF VEHICLES	SEATING CAPACITY	STANDING LOAD	LENGTH	WIDTH	GVWR	HEIGHT	FUEL CAPACITY (GALS)	TURNING RADIUS	WHEEL BASE	LUGGAGE RACKS
2008	NEWFL 08500	LOW FLOOR - 2 DOORS	25	60	40	62' 9.5"	102"	64,150	136.72"	145	43' 8"	228.5/302.9	N/A

TOTAL ARTICULATED BUS FLEET 25

**ACTIVE MINI SIZE FLEET**

YEAR	BUS TYPE	DESCRIPTION	# OF VEHICLES	SEATING CAPACITY	STANDING LOAD	LENGTH	WIDTH	GVWR	HEIGHT	FUEL CAPACITY (GALS)	TURNING RADIUS	WHEEL BASE	LUGGAGE RACKS
2007	Optima Opus32	LOW FLOOR - 1 DOOR	75	26	22	31' 11"	99.2"	31,500	127.33"	110	33' 6"	162.5"	N/A

TOTAL MINI SIZE FLEET 75

**TOTAL ACTIVE FLEET 822**

**CONTINGENCY FLEET**

YEAR	BUS TYPE	DESCRIPTION	# OF VEHICLES	SEATING CAPACITY	STANDING LOAD	LENGTH	WIDTH	GVWR	HEIGHT	FUEL CAPACITY (GALS)	TURNING RADIUS	WHEEL BASE	LUGGAGE RACKS
1998	NABI 9800	STD FLOOR - 2 DOORS	6	42	31	40' 6.6"	102"	40,600	126.6"	125	43'	283.8"	N/A

TOTAL CONTINGENCY FLEET 6

## Attachment G

### Engine, transmission, and air conditioning systems in the current Metrobus fleet

BUS FACTS AT A GLANCE: VEHICLE BODY

ACTIVE FULL SIZE FLEET

YEAR	BUS TYPE	# OF VEHICLES	FRAME (STEEL/S/S/ALUMINUM)	ENGINE	TRANS	A/C	REFRIGERANT	MULTI- PLEX
1999	NABI 9900	93	STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2000	NABI 2000 (2001-2020)	20	STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2000	NABI 2000 (2021-2096)	75	STAINLESS STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2002	NABI 02100	110	STAINLESS STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2003	NABI 03100	100	STAINLESS STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2004	NABI 04100 (4101-4209)	109	STAINLESS STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
2004	NABI 04100 (04210)	1	STAINLESS STEEL	CUMMINS ISM 280-10.8L	ALLISON B400R	THERMOKING	R-22	I/O
2005	NABI 05100	108	STAINLESS STEEL	CUMMINS ISM 280-10.8L	ALLISON B400R	THERMOKING	R-22	I/O
2006	NABI 06100	76	STAINLESS STEEL	CUMMINS ISM 280-10.8L	ALLISON B400R	THERMOKING	R-22	I/O
2006	MCI 06700	12	STAINLESS STEEL	DETROIT DIESEL SERIES 60	ALLISON B500R	CARRIER	R-22	I/O
2009	NABI 09100	13	STEEL	CUMMINS ISB 260-6.7L	ALLISON EP40	THERMOKING	R 407 C	I/O
2010	Gillig 10100	5	STAINLESS STEEL/ALUM	CUMMINS ISB 280-6.7L	ALLISON EP40	THERMOKING	R 407 C	I/O

<b>TOTAL FULL SIZE FLEET</b>	<b>722</b>
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ACTIVE ARTICULATED FLEET

YEAR	BUS TYPE	# OF VEHICLES	FRAME (STEEL/S/S/ALUMINUM)	ENGINE	TRANS	A/C	REFRIGERANT	MULTI- PLEX
2009	NEWFL 09500	25	STEEL	CUMMINS ISL 330-8.9L	ALLISON EP50	THERMOKING	R 407 C	Vansco
<b>TOTAL ARTICULATED FLEET</b>		<b>25</b>						

ACTIVE MINI SIZE FLEET

YEAR	BUS TYPE	# OF VEHICLES	FRAME (STEEL/S/S/ALUMINUM)	ENGINE	TRANS	A/C	REFRIGERANT	MULTI- PLEX
2007	Optima Opus32 (06301-06375)	75	STEEL/ALUMINUM	CUMMINS ISB-02 5.9L	ALLISON B300R	THERMOKING	R-134A	I/O - ACTIA
<b>TOTAL MINI SIZE FLEET</b>		<b>75</b>						

CONTINGENCY FLEET

YEAR	BUS TYPE	# OF VEHICLES	FRAME (STEEL/S/S/ALUMINUM)	ENGINE	TRANS	A/C	REFRIGERANT	MULTI- PLEX
1998	NABI 9800	6	STEEL	DETROIT DIESEL SERIES 50	ALLISON B400R	THERMOKING	R-22	I/O
<b>TOTAL CONTINGENCY FLEET</b>		<b>6</b>						

## Attachment H

### Metrobus fleet maintained at each facility

YEAR	BUS TYPE	CENTRAL	CORAL WAY	NORTH EAST	TOTAL
1999	NABI 9900	27	28	38	93
2000	NABI 2000	33	34	28	95
2002	NABI 2002	29	38	43	110
2003	NABI 2003	36	35	29	100
2004	NABI 2004	32	42	36	110
2005	NABI 2005	36	35	37	108
2006	NABI 2006	23	21	32	76
2006	MCI 6700	0	12	0	12
2009	NABI 2010 (HYBRID)	13	0	0	13
2010	Gillig (HYBRID)	5	0	0	5
	<b>SUBTOTAL LARGE BUS</b>	<b>234</b>	<b>245</b>	<b>243</b>	<b>722</b>
2009	NEW FLYER 2010	0	9	16	<u>25</u>
	<b>SUBTOTAL ARTICULATED BUS</b>	<b>0</b>	<b>9</b>	<b>16</b>	<b>25</b>
2007	Optima 2007	45	30	0	75
	<b>SUBTOTAL MINIBUS</b>	<b>45</b>	<b>30</b>	<b>0</b>	<b>75</b>
	<b>TOTAL LARGE AND MINIBUS*</b>	<b>279</b>	<b>284</b>	<b>259</b>	<b>822</b>

\*Active Fleet Only

## Attachment I

### Top Metrobus Fleet Repairs by subsystem

(estimates based on 2011-2012 data)

<i>Subsystem</i>	<i>% of Total</i>
Electrical	32%
Engine	25%
Air	19%
A/C	13%
Coolant	11%
<b>Total</b>	<b>100%</b>

## **Attachment J Emergency Supplies List**

**Will be uploaded via addendum.**

## **Attachment K**

### **Metrobus Fleet PM Parts List**

**Will be uploaded via addendum.**

**Attachment L**  
**Inventory List indicating substitution/no substitution of OEM**

**Will be uploaded via addendum.**

## **Attachment M Inventory Basket**

This basket is composed of the "A" parts at each storeroom, i.e., those which account for 70% of the expenditures for the Jan 2010 - Jan 2013 period in the ABC reports (Attachment E).

**Will be uploaded via addendum.**

**Attachment N**  
**Job Description and Tasks**

## Attachment N Job Description and Tasks

### JOB DESCRIPTION & TASKS FOR BUS STOCK CLERKS

#### Job Description

1. Handling the storage and issuance of parts, tools, materials and supplies for Bus transit systems.
2. Verifying and documenting materials received, preparing correspondence, report and memoranda, issuing items in response to requisitions, monitoring stock, and process physical inventory counts.
3. Required to move heavy material, lift boxes, and climb ladders, as necessary, and operate forklifts and drive trucks.
4. Receives shipments and verifies quantity and quality of materials; documents receipt of products and maintains required files and records.
5. Composes and types letters, reports and internal memoranda related to vendor correspondence, uniform reports, defective material receipts, vendor return authorizations, backorders, requisition follow-up, poor on-time vendor performance and related matters.

#### ILLUSTRATIVE TASKS:

Receives shipments and verifies quantity and quality of materials; documents receipt of products and maintains required files and records. Composes and types letters, reports and internal memoranda related to vendor correspondence, uniform reports, defective material receipts, vendor return authorizations, backorders, requisition follow-up, poor on-time vendor performances, and related matters. Issues items in response to authorized requisitions and records transactions on manual records or by entering information into a computer terminal. Monitors stock on-hand and requisitions materials in short-supply; verifies the issuance and receipt of tools and uniforms; assists with physical inventories. Moves heavy materials, lifts boxes, and climbs ladders, as necessary; rearranges storage areas, builds shelving, and stocks material in assigned locations; packages material for shipment and arranges for transportation; pulls and stages stock for internal distribution. Operates forklifts, drives trucks, and automotive equipment. Performs related work as required.

#### KNOWLEDGES, ABILITIES, AND SKILLS:

Knowledge of warehousing and inventory practices in a public transportation supply operation. Knowledge of types, sizes, grades, and nomenclature of diesel equipment and other materials in the area of assignment. Knowledge of safety practices and procedures applicable to warehousing and distribution of transit system supplies and materials. Knowledge of recordkeeping procedures, forms, and reports in the area of assignment. Ability to receive, store, and issue a variety of bus parts, tools, supplies, and materials. Ability to compose and type a variety of internal and external correspondence. Ability to perform routine arithmetic calculations quickly and accurately. Ability to operate a computer terminal. Ability to operate forklifts and drive trucks and automotive equipment. Physical strength and agility sufficient to perform assigned duties. REV 6-91

## JOB DESCRIPTION & TASKS FOR PURCHASING AND STORES SUPERVISOR

### **Job Description:**

This is advanced responsible supply work supervising warehousing activities of public transportation maintenance and repair facilities. Employees in this class are responsible for supervising the purchasing, receipt, storage and issue of a large variety of diesel passenger bus and automotive supplies and equipment in a twenty-four hour per day warehousing operation. Emphasis of the work is on planning the work of subordinates, reviewing methods and procedures for handling large quantities of supplies, conferring with departmental officials concerning supply requirements, drafting detailed technical specifications, and performing related administrative duties. Considerable independent judgment is exercised in interpreting the supply requirements of technical employees and in determining warehousing methods and procedures. Supervision is exercised over a large staff of supervisory, specialized and clerical employees with assigned responsibilities in various phases of supply activities. General supervision is received from an administrative superior who reviews work through personal conferences, written reports and personal observations for efficient and effective warehousing and related operations.

### **ILLUSTRATIVE TASKS**

Plans, assigns, and reviews the work of subordinate supervisors and warehouse employees engaged in purchasing, receiving, storing, issuing and inventorying a large and varied stock of technical equipment and supplies required for maintenance and repair of public transit buses and departmental automotive equipment in a 24 hour per day warehousing operation. Develops methods and procedures for requisitioning, receiving, storing, issuing and recording materials, equipment and supplies; evaluates effectiveness of established procedures and prepares and implements recommendations for improvements in warehousing and distribution activities. Confers with maintenance and operating employees regarding required equipment and supplies; conducts research and drafts detailed technical specifications; reviews and evaluates bids. Trains subordinates in warehousing procedures, inventory controls and equipment nomenclature; advises technical employees and supervisors of problems in requisitioning and obtaining supplies. Plans and implements efficient storage methods and allocations of storage space; assures security of warehouse stock. Consults with manufacturer's representatives and transit officials concerning stock planning, equipment modifications, parts interchangeability, and requisitioning procedures; coordinates activities with vendors and suppliers to assure optimum delivery and service to department. Supervises annual inventory of all stock items, periodic cycle counting of various supplies and maintenance of perpetual inventory on a computer system and resolves inventory discrepancies. Verifies receipt and issuance of supplies and through the accounts payable process approves invoices for payment; prepares routine and special reports concerning stock receipt and issue, fuel supplies and other matters. Makes recommendations regarding hiring, discipline, and promotion of subordinates; authorizes leave and overtime; evaluates and rates employee performance. Performs related work as required.

### **KNOWLEDGES, ABILITIES, AND SKILLS:**

Thorough knowledge of warehousing operations, policies, and procedures of a public transportation repair and maintenance facility. Thorough knowledge of the various kinds, grades, types and use of a large variety of diesel passenger bus and automotive supplies and equipment. Considerable knowledge of departmental policies, rules, regulations, and procedures. Considerable knowledge of inventory control techniques and county purchasing and requisitioning procedures. Knowledge of specification writing and bid analysis. Knowledge of supervisory principles and practices. Knowledge of accounting principles and practices. Ability to supervise a group of subordinates in a manner conducive to full performance and high morale. Ability to keep complex records, supervise inventories, and prepare routine and special reports utilizing automated data processing. Ability to establish and maintain effective working relationships with vendors, subordinates, superiors, and departmental officials. Ability to research and develop technical detailed specifications for diesel and automotive supplies and equipment. Ability to communicate clearly, concisely, verbally, and in writing. NEW 10-81