DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New Contract ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No.

☐ Re-Bid X Other LIVING WAGE APPLIES: ☐ YES ☐ NO

Requisition No./Project No.: RQMT1100042 TERM OF CONTRACT 3 YEAR(S) WITH 1 YEAR(S) OTR

Requisition /Project Title: Buses, Transit, Shuttle and Tram

Description:

Miami-Dade County is purchasing sixteen (16) 27' MB-65 Front Diesel Engine Trolley buses in accordance with the terms and conditions of the above referenced contract with SVI, Inc. The Miami-Dade Transit (MDT) Department is purchasing these vehicles on behalf of the City of Miami using funds from the American Recovery and Reinvestment Act (ARRA), through the Federal Transit Administration (FTA).

Issuing Department: Transit Contact Person: Fred Shields Phone: 305-637-3741
Estimate Cost: $3,880,068.96

Funding Source:	GENERAL	FEDERAL	OTHER
		X	

ANALYSIS

Commodity Codes: 556-70

Contract/Project History of previous purchases three (3) years
Check here ☐ if this is a new contract/purchase with no previous history.

	EXISTING	2ND YEAR	3RD YEAR
Contractor:	SVI Inc		
Small Business Enterprise:			
Contract Value:	$	$	$

Comments: Federal Funds, no measures

Continued on another page (s): ☐ YES ☐ NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:
Federal Funds, no measures

Signed: Date sent to SBD: 7/15/11

Date returned to DPM:

RECEIVED 2011 JUL 21 PM 2:05
DEPT. BUSINESS DEV.

Revised April 2005

July XX, 2011

Ms. Leah C. Munoz
SVI, Inc.
440 Mark Leany Drive
Henderson, NV 89011

Re: Contract between Houston-Galveston Area Council (H-GAC) and SVI, Inc. entitled; Buses, Transit, Shuttle and Trams (Contract No. BT01.11).

Dear Ms. Munoz:

Miami-Dade County, hereinafter referred to as the County, is purchasing sixteen (16) 27' MB-65 Front Diesel Engine Trolley buses in accordance with the terms and conditions of the above referenced contract with SVI, Inc. The Miami-Dade Transit (MDT) Department is purchasing these vehicles on behalf of the City of Miami using funds from the American Recovery and Reinvestment Act (ARRA), through the Federal Transit Administration (FTA). Prior to issuing a purchase order, the County requires acceptance of the requirements listed in Sections 1 and 2 below.

NOTICE-TO-PROCEED (NTP)

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

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

Section 1

1) The Contractor shall provide products and services to the County in accordance with requirements specified in Contract No. BT01.11, and all associated amendments as specified in this Letter of Agreement (LOA), reference number BT01.11- Miami, hereinafter referred to as the Agreement.

2) The County's selection of options, both published and unpublished (modifications) from the referenced contract are specified in Appendix A of this Agreement.

3) The pricing schedule is specified in Appendix B.

4) The Contractor shall deliver the buses and associated products and services in accordance with the delivery schedule specified in Appendix C to this Agreement.

5) Order of Precedence: If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions dated July XX, 2011, and all appendices herein, and 2) Contract No. BT01.11, A Contract between Houston-Galveston Area Council (H-GAC), Houston, Texas and SVI, Inc., Henderson, Nevada, Contract documents incorporated herein by reference.

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:

(i) To the County

a) to the Project Manager:

Miami-Dade County
Transit Department
3300 NW 32nd Avenue
Miami, FL 33142
Attention: Fred Shields
Phone: 305-637-3741
Fax: 305-637-3719

and,

b) to the Contract Manager:

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

(ii) To the Contractor

SVI, Inc.
440 Mark Leany Drive

Henderson, NV 89011

Attention: Leah C. Munoz
Phone: 800-784-8726
E-mail: leah.munoz@specialtyvehicles.com

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

7) INSURANCE REQUIREMENTS: (Pending Risk Mgt Review)

The Contractor shall provide insurance certificate and must show Miami-Dade County as an additional insured [see (2) (c) below]. The mailing address of Miami-Dade County is 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.

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

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

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

2. The Contractor must have the following insurance and coverage minimums:

   A. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B

– Product Specific of the original Invitation. **Property Damage or Destruction** insurance is required for coverage of **End User** owned equipment while in **Contractor**'s possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to Miami-Dade County

B. Insurance coverage shall be in effect for the length of any contract made pursuant to this contract, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.

C. Certificates must be furnished, naming Miami-Dade County as an additional insured (where applicable), showing coverage and limits for the insurances listed above.

D. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC** - Miami-Dade County, a separate insurance certificate must be submitted for each such party.

E. Miami-Dade County reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

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

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

OR

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

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without

thirty (30) days written advance notice to the County.

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

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

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

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

8) PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

9) METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County upon invoices certified by the Contractor pursuant to Appendix B, Price Schedule. The County will pay the Contractor in accordance with the payment section specified in Contract No. BT01.11 - Miami. All invoices shall be taken from the books of account kept by the Contractor and shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

Miami-Dade County
3300 NW 32nd Avenue
Miami, FL 33142
Attention: Fred Shields

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

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

(11) VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

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

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8-1(d)(2) of the County Code)
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the County Code*)*
5. ***Miami-Dade County Debarment Disclosure Affidavit***

(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (Section 2-8.1 of the County Code)
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)
11. ***Subcontracting Practices***
    (Ordinance 97-35)
12. ***Subcontractor /Supplier Listing***
    (Section 2-8.8 of the County Code)
13. ***Environmentally Acceptable Packaging***
    (Resolution R-738-92)
14. ***W-9 and 8109 Forms*** (as required by the Internal Revenue Service)
15. ***FEIN Number or Social Security Number***
    In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. ***Office of the Inspector General*** (Section 2-1076 of the County Code)
17. ***Small Business Enterprises***
    The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. ***Antitrust Laws***
    By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

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

(12) INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

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

Miami-Dade County Inspector General Review

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

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

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

proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

(13) Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663.

(14) Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, and the County orders, statutes, ordinances, rules, and regulations which may pertain to the Services required under this Agreement and as provided for in the H-GAC Contract No. BT01.11

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

1. The Contract should be signed by a) the **President**, b) the **Vice-President**, or c) **an authorized representative** (if corporate seal affixed as indicated below).

2. The Contract should be signed on the line marked "Attest" by a) the **Corporate Secretary** with the company seal affixed, or b) a **notary**.

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

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Corporate Secretary/Notary

Corporate Secretary/Notary

Section 2, Attachments:

Appendix A: County's selection of options, both published and unpublished (modifications) from the referenced contract.
Appendix B: Pricing Schedule
Appendix C: Delivery Schedule

APPENDIX A

Miami-Dade County Notice of Selections of published and Un-published Option (Modifications)

The H-GAC Contract documents include the base equipment and option pricing schedule. The County's selections of published options (A) and unpublished options / modifications (B) to the H-GAC Contract and to the H-GAC specifications are listed below. Any references to these specifications in the H-GAC Contractual documents are hereby changed to the amended language below.

A. Add the following Published Options to the base product code #BBIE:

C-73 Spare Tire and Wheel

E-26 P.A. System W/Headset Microphone (REI Model # 700168)

X-36 LED Tail Lights - Stop/Turn/Backup All LED – 4" Round Red/White/Red

X-48 LED Turn Signals-Side Mount (Mid Body)

M-42 Sportworks Bike Rack - DL2 Black Steel, Cowcatcher Mount

S-141 Driver's Seat - Recaro Ergo Metro, Hi-Back Recliner w/RH & LH Armrest, Adjustable Headrest, Pneumatic Suspension & Black Riser

X-07 Mirror-Exterior-Ramco 2 in 1 style Heated & Remote - High Mount

Y-50 Front Sign - Twin Vision Mobilelite LED (14 x 108)
(Includes Twin Vision Program Programming Software & USB at no additional charge)

Y-51 Side Sign - Twin Vision Mobilelite LED (14 x 72)

A-180 130,000 BTU Upgraded from 88,000 BTU

C-69 Tow Hooks - Front and Rear (2 at $83.00 each)

M-86 Exterior Aluminum Advertising Sign Holder(s)

M-83 Interior Oak Advertising Sign Holder

I-48 Leather Grap Strap, (10 straps at $39.00 each)

T-02 Echo Vision Driver Alert Reverse Alarm

T-04 Emergency Light & Buzzer in Switch Console for Wheelchair Door Ajar

I-52 Plexiglass Full Height behind Driver (Clear) 30" X 60" in lieu of Modesty Panel

C-32 Startrans Spare Key Set

C-250 Front end Alignment

D-88 Side Windows -Trolley Solid Pane (NON-OPENING)

P-70 Pull Cord Stop Request System w/ Transign Stop Request Sign & Buzzer, Auditory & Visual

I-47 Angled Entry Handrail - Right Side

I-55 Brochure Holder 18" X 24"

B-04 Air Ride Suspension - Airliner System

B-11 Air Brake Package w/ Bendix Air Dryer

C-28 Battery Box Assembly, w/ Stainless Steel Sliding Tray for four Group 31 Batteries)

B. Add the following language to the description of the base product code #BBIE:

1) Add All Trolleys Keyed Alike - Freightliner does not offer push button.

2) Rear Sign - Twin Vision Mobilelite LED

3) Add (4) DEKA Group 31 Top Post (Batteries).

4) Delete Pull Cord.

5) Add Yellow Cord To Run Between Each Window (Aside from Upper Main Pull-Cord).

6) Add Yellow Push-Button on Lift (Stop Request).

7) Delete Freightliner Engine Block Heater.

8) Add Amerex V25 Fire Suppression System.

9) Add Wood slat fold-a-way seat -34".

10) Add Safety Vision Rec 6000 w / 6 Digital Color Cameras.

11) Add Driver Side Roller Sun Visor.

12) Add Q'Straint Slide N Click.

13) Add Mounting Accommodations and Pre-wiring Only for CUBIC/GFI Odyssey fare box with DCU and Smart Card Capability.

14) Add 90 Gallon Fuel Tank.

15) Add Black Netting at Co-pilot Area.

16) Add Custom Graphics.

17) Add 3rd Color on Roof (Two (2) Colors included in base price).

C. Add the following language to H-GAC Contract No. BT01.11 Article 1 Scope of Services:

QUALITY ASSURANCE: Add the following language to this section

A Quality Assurance Program shall be implemented by the Contractor to ensure delivery of final product including systems, subsystems, and components that satisfy the quality requirements of the Contract. Consequently, the Contractor shall utilize quality processes that satisfy the requirements of the Contract. The QA/ QC Program shall meet the intent of the FTA QA/QC guidelines.

1) Acceptance Procedures

(A) Final Acceptance of Bus

Delivery of the bus to Miami-Dade County does not constitute Final Acceptance for the purpose of payment. Final Acceptance will be determined by signed notification of the County's Project Manager or designee, and shall be given only after a thorough inspection by MDT indicates that the bus meets all contract specifications and conditions and that the engineering, materials, and workmanship exhibit a level of quality and performance consistent with or exceeding industry standards. MDT will conduct Final Acceptance tests on the delivered bus. These tests will be completed within fifteen (15) working days after bus delivery. MDT will notify the Contractor in writing of acceptance or non-acceptance within ten (10) working days after completion of tests. Final Acceptance may occur earlier if MDT notifies the Contractor in writing of early acceptance or places the bus in revenue service. If the bus fails these tests, it shall not pass Final Acceptance until the repair procedures defined below have been carried out and the bus retested until it passes.

(B) Repairs after Non-acceptance

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

(C) Repairs by Contractor

If MDT requires the Contractor to perform repairs after non-acceptance of the bus, the Contractor shall begin work within five (5) working days after receiving written notification from MDT of failure of acceptance tests. MDT will make the bus available to complete repairs timely with the Contractor repair schedule.

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

2) Bus Delivery Procedure:

The County's designated agent, General Superintendent of MDT Metrobus Maintenance, or his designee will sign the delivery confirmation and at the point of delivery conduct a cursory inspection of the bus. Delivery of the buses shall be F.O.B. point of destination by either Common Carrier Driveway or Rail Transportation. The buses shall be delivered Monday through Friday, (excluding holidays). Hours of delivery shall be 7:30 a.m. through 3:00 p.m. EST. Delivery shall be made to the following address:

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

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

3) Delivery of Production Buses:

At the time of delivery, the Contractor will be required to produce the following documents:

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

2. Warranty Certifications.

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

4) Assumption of Risk of Loss:

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

APPENDIX B
Pricing Schedule

Base Product Code #	A: *Base Product Description*	Price
BBIE	*27' - MB -65 Front Engine Diesel Trolley*	$130,840.00

Option Product Code #	B: *Option Product Description*	Price
C-73	Spare Tire and Wheel	$522.50
E-26	P.A. System W/Headset Mic (REI Model # 700168)	$633.00
X-36	LED Tail Lights - Stop/Turn/Backup All LED - 4 Round Red/White/Red	$385.00
X-48	LED Turn Signals-Side Mount (Mid Body)	$935.00
M-42	Sportworks Bike Rack - DL2 Black Steel Cowcatcher Mount	$1,375.00
S-141	Driver's Seat - Recaro Ergo Metro, Hi-Back Recliner W/RH & LH Armrest, Adjustable Headrest, Pneumatic Suspension & Black Riser	$2,178.00
X-07	Mirror-Exterior-Ramco 2 in 1 style Heated & Remote - High Mount	$561.00
Y-50	Front Sign - Twin Vision Mobilelite LED (14 x 108) (includes Twin Vision Program Programming Software & USB Key Card at no additional cost)	$2,228.00
Y-51	Side Sign - Twin Vision Mobilelite LED (14 x 72)	$1,590.00
A-180	130,000 BTU Upgraded from 88,000 BTU	$2,178.00
C-69	Tow Hooks - Front and Rear (2 at $83.00 each)	$166.00
M-86	Exterior Aluminum Advertising Sign Holder(s)	$330.00
M-83	Interior Oak Advertising Sign Holder	$385.00
I-48	Leather Grap Strap, (10 straps at $39.00 each)	$390.00

T-02	Echo Vision Driver Alert Reverse Alarm	$385.00
T-04	Emergency Light & Buzzer in Switch Console for Wheelchair Door Ajar	$66.00
I-52	Plexiglass Full Height Behind Driver (Clear) 30" X 60" ILO Modesty Panel	$275.00
C-32	Startrans Spare Key Set	$17.00
C-250	Front end Alignment	$385.00
D-88	Side Windows -Trolley Solid Pane (NON-OPENING)	$121.00
P-70	Pull Cord Stop Request System W/ Transign Stop Request Sign & Buzzer, Auditory & Visual	$715.00
I-47	Angled Entry Handrail - Right Side	$275.00
I-55	Brochure Holder 18" X 24"	$55.00
B-04	Air Ride Suspension - Airliner System	$3,240.00
B-11	Air Brake Package w/ Bendix Air Dryer	$2,492.00
C-28	Battery Box Assembly, w/ Stainless Steel Sliding Tray & 2 OEM 8-D Batteries (4 Group 31 Batteries)	$330.00
	Total Price for Published Options	**$22,212.50**
	Base Product with Options Total (A+B):	**$153,052.50**

C: *Unpublished Options (Modifications) Description*	**Price**
All Trolleys Keyed Alike - Freightliner does not offer push button	$216.00
Rear Sign - Twin Vision Mobilelite LED	$1,590.00
(4) DEKA Group 31 Top Post (Batteries)	$700.00
Delete Pull Cord	($75.00)
Yellow Cord To Run Between Each Window (Aside from Upper Main Pull-Cord)	$290.00
Yellow Push-Button on Lift (Stop Request)	$255.00
Delete Freightliner Engine Block Heater	($29.00)

Amerex V25 Fire Suppression System	$6,500.00
Wood slat fold-a-way seat -34"	$961.00
Safety Vision Rec 6000 w / 6 Digital Color Cameras	$8,440.00
Driver Side Roller Sun Visor	$275.00
Q-Strain QRT- MAXKIT Q-8300-A-S-C	$200.00
Mounting Accomodations and Pre-wiring Only for CUBIC/GFI Odyssey fare box with DCU and Smart Card Capability	$750.00
90 Gallon Fuel Tank	$220.00
Black Netting at Co-pilot Area	$255.00
Custom Graphics	$2,500.00
3rd Color on Roof (Two (2) Colors included in base price)	$500.00
Total Price for Unpublished Options	**$23,548.00**
Delivery Fee	**$2,275.00**
Total Price per Trolley Bus (Total Price Include Base Price, Published and Unpublished Options, and Delivery)	**$178,875.50**
HGAC Administrative Fee (One Time Charge)	**$600.00**
Total Price for Sixteen (16) Trolley Buses Plus HGAC Administrative Fee	**$2,862,608.00**

APPENDIX C
Delivery Schedule

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

1. Delivery Schedule

Item	Description	Quantity	Delivery Date
1	27' MB-65 Front Diesel Engine Trolley bus	16	Within 120 days of NTP
2	Spare Tire and Wheel	16	With delivery of the bus
3	As-Built Parts Manuals and As-Built Wiring Diagram CD	16	With delivery of the bus

LOA / Sunny Isles Beach, Miami & Homestead.
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APPENDIX B.16

PIGGYBACKING WORKSHEET

Definition: *Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process.* ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

	WORKSHEET	YES	NO
1.	Have you obtained a copy of the contract (A ✓) and the solicitation document (B ✓), including the specifications and any Buy America Pre-award or Post-Delivery audits? (C ✓) D – No deliveries to date ✓	✓	
2.	Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables? Yes, section B, page 2 of 13	✓	
3.	Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2. ✓ Yes, 4.3.3.2 (1)(2)(3)	✓	
4.	Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1. See Appendix A.1 Attached	✓	
5.	Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision? Qty 1 — 600	✓	
6.	If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract? Yes, per H-GAC	✓	
7.	If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired? NOT AN Option		✓
8.	Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?	✓	

WORKSHEET	YES	NO
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. MDT will conduct their own ICE.		✓
10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i). 1/1/2011 to 12/31/13	✓	
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files. See tally	✓	
12. If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1. See our LOA for changes	✓	

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and "Piggybacking,"* and (c) FTA Circular 4220.1F.

INDEPENDENT COST ESTIMATE FOR GRANT FUNDED PURCHASES

(Ref. Federal Transit Administration Circular 4220.1F Chapter VI.6.)

To establish an independent cost estimate for purchases funded by FTA grants and:

- Ensure a clear basis for the determination that the benefits of the procurement warrant its cost;
- Provide procurement and financial planning information; and provide a basis for price analysis.

Cost Estimate: $3,344,000.00 Index Code: _____ Subobject: _____

The cost estimate for this purchase was obtained from: Historical Bid data based on previously competitively bid prices for Diesel Trolley buses with 2010 EPA Diesel Engine Emmissions Compliance with similarly equipment including maximum PPI adjustment of 5%.

(attach a copy of any form, catalog, or publication used)

Factors Considered: price was adjusted for inflation.

LABOR

Labor Categories	Hourly Rate	Total Hours	Hours*Rate
0	$ -	0	-
0	$ -	0	-
0	$ -	0	-
		Direct Labor cost	-

Labor Overhead @	$0.00	X Direct Labor Hrs=	-	
			TOTAL LABOR=	$ -

Direct Costs

Materials	3,040,000.00		3,040,000.00	$ 3,040,000.00
Materials Overhead @	0.00%	X Materials=	$ -	
			Total Materials=	$ -
Facilities Burden @		$ -	X Labor hours=	$ -
Travel				$ -
Subcontracting				$ -
Consultants				$ -
Other Direct Costs	304,000.00	[Miscellaneous Materials such as wire and connectors, mounting material, etc.		304,000.00

Spare Parts

		TOTAL LABOR AND DIRECT COSTS=	$3,344,000.00
General & Administrative Overhead=		X Total L + DC =	-
Profit @		X Total L + DC=	$ -
Travel			$ -
		ESTIMATE:	**$3,344,000.00**

4/12/2011

Procurement of sixteen (16) Diesel Trolley buses with 2010 EPA Diesel Engine Emissions Compliance for City of Miami.

The cost was based on historical bid data from previously competitively bid prices for Diesel Trolley buses with 2010 EPA Diesel Engine Emissions Compliance with similarly equipment including maximum PPI adjustment of 5%.