

REQUEST FOR PROPOSALS (RFP) No. 654 FOR PURCHASE OF NEW HEAVY RAIL VEHICLES

PRE-PROPOSAL CONFERENCE TO BE HELD:

April 27, 2009 at 9:00 AM (local time), at
Stephen P. Clark Center, 18th Floor, Conference Rooms 18-3 and 18-4, Miami, FL 33166
Attendance is highly recommended, but not mandatory.

Issued By: Department of Procurement Management
For: Miami-Dade Transit Department

COUNTY CONTACT FOR THIS SOLICITATION:

Fred Simmons, Jr., CPPO: Senior Procurement Contracting Officer
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4259
fred@miamidade.gov

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

August 28, 2009 at 2:00 PM (local time)

At: CLERK OF THE BOARD

Stephen P. Clark Center: 111 NW 1st Street, 17th 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 department 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 Department of Procurement Management website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

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1.0 Project Overview and General Terms and Conditions

1.1 INTRODUCTION

Miami-Dade County ("County"), as represented by Miami-Dade Transit requests proposals from experienced rail vehicle manufacturers for the procurement of one hundred forty-four (144) Heavy Rail (Metrorail) Vehicles (HRVs) with options for up to fifty-four (54) additional vehicles. The New Vehicles shall conform to the Technical Provisions included in this RFP.

The Work to be performed shall include, but not be limited to, project management and administration, designing, manufacturing, factory testing, furnishing, delivery, acceptance testing, safety certification, commissioning, as well as the delivery of data, manuals, drawings, training, support services, spare parts, special tools, and test equipment of the quantity and quality indicated in the Contract Documents. The Work shall also include fleet decommissioning and disposal of Miami-Dade Transit's Existing 136 HRVs.

The County welcomes creative and innovative approaches to providing the requirements of the RFP. Proposal submissions that are beneficial, and add value to the procurement are encouraged, including proposals that enhance the quality of the vehicles and services, and reduce cost.

Proposers are advised to completely review, and explicitly follow the instructions in the solicitation documents. Each Proposal shall comply with the requirements of this RFP as stated herein, and shall be executed by an individual legally authorized to bind the Proposer to a contract. Proposals not in compliance with the requirements of the RFP may be deemed non-responsive.

The Contractor is encouraged to use every effort to ensure that certified DBEs have the greatest opportunity to participate in the performance of the Work under the Agreement.

The County may require Proposers to give oral presentations in support of their proposals or to otherwise demonstrate the information contained therein.

The County's per unit price of the vehicles, including all Contract requirements, shall not exceed \$2.419M. Proposals that include a per unit price in excess of \$2.419M will be considered non-responsive and will not be considered for award.

The County anticipates awarding a contract for a nine year period, that will cover manufacturing, testing and delivery, and the three year vehicle warranty period.

The anticipated procurement schedule for this Solicitation is as follows:

Solicitation issued: March 31, 2009.

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 DPM ADA Coordinator at (305) 375-1564 at least five days in advance.

Deadline for receipt of questions: July 10, 2009

Proposal due date: See front cover for date, time and place.

Special Note: Because of the size of proposals anticipated and the number being requested, on and only on the proposal due date, the Clerk of the Board will receive proposals at the loading dock in the rear of the Stephen P. Clark Center, 111 NW 1st Street until 2:00 P.M. Prior to the deadline for receipt of proposals date, proposals shall be delivered to the Clerk of the Board at Stephen P. Clark Center: 111 NW 1st Street, 17th Floor, Suite 202, Miami, Florida 33128-1983, ONLY between the hours of 8:00 AM and 4:30 PM; Mondays through Fridays. The Clerk of the Board is closed on holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Evaluation process: Week of September 14, 2009

Projected award date: August 2010

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:

Advertisement – The public announcement requesting Proposal for the Work.

Agreement – The written agreement to be executed by Miami-Dade County and the Contractor for the performance of the Work.

Best And Final Offer (BAFO) – A final price offer from responsive and responsible Proposers who have entered into negotiations with the County.

Best Value – A selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

Contract – See Agreement.

Contract Documents – The Advertisement, the RFP and any addendum(a) issued, the Agreement, the Contract Forms, the General Provisions, the Technical Provisions, the Contract Drawings, the Notice to Proceed, the Bonds, Change Orders, all required insurance and the Contractor's Proposal, if any, upon which the Agreement is awarded.

Contractor – The Proposer selected by Miami-Dade County, if any, to perform the Work and services as set forth in the Contract Documents, as a result of this solicitation.

Contractor's Proposal – A written submission, in response to the RFP, by a Proposer for the Work, properly signed, dated and completed and as may be amended or modified through a Best And Final Offer.

County (MDC) – Miami-Dade County, a political subdivision of the State of Florida as represented by the Mayor.

Disadvantaged Business Enterprise (DBE) – Disadvantaged Business Enterprise as defined in 49 CFR, Part 26, "Disadvantaged Business Enterprise Requirements for Recipients and Transit Vehicle Manufacturers", including any updates thereto.

Engineer – The authorized representative of Miami-Dade County acting within the scope of the duties assigned to it.

Evaluation/Selection Committee – Individuals appointed by the Miami-Dade County Manager and charged with the responsibility to rate and rank proposals submitted in response to this Request For Proposals.

Existing HRV – A Heavy Rail Vehicle (HRV) in Miami-Dade Transit's existing 136 Metrorail HRV Fleet.

FTA – The Federal Transit Administration, United States Department of Transportation, formerly known as the Urban Mass Transportation Administration.

F-End – The controlling end of the car, fitted with an Operator's cab, coupler.

HRV – Heavy Rail Vehicle.

HRT System – Miami-Dade Transit's "Heavy Rail Transit System" and services as currently existing.

Joint Venture – A legal association of entities formed for the purpose of proposing on the RFP and executing the Agreement as a single business entity.

Miami-Dade Transit (MDT) – Miami-Dade Transit, located at 701 NW 1st CT, Suite 1700, Miami, FL 33136, as represented by the Director, Miami-Dade Transit.

Notice to Proceed (NTP) – Issued by the County to advise selected Proposer to begin the Work.

PTP – People's Transportation Plan.

Project – See Work.

Proposer, Submitter, Respondent – The individual, firm, partnership, corporation, joint venture, organization, or other entity as stated on Form A-1, which submits a Proposal to Miami-Dade County, in response to this Solicitation.

Scope of Services – The words "Scope of Services" to mean the Technical and general provisions of this Solicitation, which details the work to be performed by the Contractor.

RFP – This Request For Proposal No. 654, which includes the proposed Agreement, General Provisions and Technical Provisions, as may be revised by Miami-Dade County through any addendum.

Security Instrument – Bonds or Letters of Credit used as financial instruments that secure portions of the Work; Performance, Payment, or Warranty.

Solicitation – The word “Solicitation” to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.

Subcontractor or Subconsultant – 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 Work to the County, whether directly or indirectly, on behalf of the Contractor.

Vehicle(s) – Heavy Rail Vehicles (HRVs).

Work (Project) – 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. All designs, engineering, manufacturing, operations, services, materials, equipment, parts and labor required to properly, timely and to the satisfaction of Miami-Dade County: provide the HRVs and supply and install the New Vehicles; provide all other items of the Work indicated or referenced in the Contract Documents, including all alterations, amendments or extensions thereto made by any Change Order; successfully complete all required tests and all reliability periods; remedy all defects which occur during the warranty period for each of the HRVs as set forth in this solicitation; and complete all necessary repairs and modifications resulting from the tests, the reliability periods and warranties as required by the Contract Documents. Nothing herein shall effect the period or duration of the Warranty Bond/Letter of Credit or the warranties set forth in or required by the Contract Documents.

Zone of Consideration – Proposer(s) who, after the initial evaluation of proposals by the Evaluation/Selection Committee, are considered to have best met the requirements of the solicitation and warrant further consideration.

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. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Proposers are permitted to advise the County of alternatives it may wish to offer. Such alternatives are to be submitted with the proposal response to the RFP, and may be considered during its negotiations. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception (see requirements for taking exceptions and offering alternatives in section 1.3.7 below). The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

1.3.1 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 365 calendar days after the opening of proposals. A Proposer's withdrawal of its proposal will result in that Proposer no longer being eligible for consideration for award, and a waiver of that Proposer's right to file a bid protest. The Proposer may request a return of its Proposal Guarantee Deposit.

1.3.2 Proposal Guarantee Deposit: All proposals shall be accompanied by a Proposal Guarantee Deposit in the form of a Certified Check, Cashier's Check, Irrevocable Letter of Credit or proposal bond in the amount of \$3,480,000.00 payable to Miami-Dade Board of County Commissioners. The deposit amount represents approximately 1% of the capped vehicle price for the base purchase. The deposit shall be valid from the time the proposal is submitted until contract award. The deposit would be returned upon written request if the County rejects the proposal, if it is determined that a Proposer is no longer in the Zone of Consideration for contract award, or if a contract is awarded. The deposit would be retained in case of failure or refusal by the Contractor to execute a contract in the form and manner required by the County. The deposit would be retained by the County if the Proposer withdraws from the process prematurely. If a Proposer withdraws his proposal or requests a return of the Deposit, that Proposer will no longer be considered for contract award. Furthermore, said proposal withdrawal, and/or requested return of the Deposit, will result in a waiver of that Proposer's right to file a bid protest.

1.3.3 Modified Proposals: A modification of a Proposal already received by the County will be accepted only if the modification is executed by an individual legally authorized to bind the Proposer and is received by the County prior to the due date and time as set forth in the RFP or any addenda issued for this RFP. All modifications shall be made in writing and shall be submitted in the same form and manner as stated herein and labeled as "modified proposal." The Evaluation/Selection Committee will only consider the latest version of the proposal.

1.3.4 Late Proposals, Late Modifications And Late Withdrawals: Proposal will be opened promptly at the time and place specified. Proposal received after the first proposal has been opened may not be opened and may not be considered. The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami-Dade County is not

responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence.

Modifications received after the Proposal Due Date are also late and may not be considered. Letters of withdrawal received either after the Proposal Due Date or after Contract Award, whichever is applicable, are late and may not be considered.

- 1.3.5 Solicitation Postponement:** The County may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposal; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the Proposal received as a result of this RFP.
- 1.3.6 Cost Incurred by Proposers:** All expenses involved with the preparation and submission of Proposal to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, or for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the Board of County Commissioners.
- 1.3.7 Alternatives to the Solicitation:** Proposers shall submit Proposals that are fully compliant with the requirements of this Solicitation. Responsive and responsible proposals will be evaluated in accordance with Solicitation criteria in Section 4.2 to determine which Proposers will be selected to negotiate for an Award. Proposers may, in a separate envelope, labeled "Alternatives," offer alternatives to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All proposal alternatives offered must be specific, and the Proposer must indicate clearly what alternative is being offered. The Proposal alternative(s) shall include any cost implication and an explanation of how the alternative(s) meet the requirements of the Solicitation. Alternatives will not be considered during the evaluation process. A Proposer's alternative(s) may be given consideration if selected for negotiations. The County retains the right to accept or reject any proposed alternative. Where alternatives are rejected, the Proposer shall furnish, on Appendix P, the specified services or goods required by the Contract Documents. All alternatives shall be referenced by utilizing the corresponding Section, paragraph and page number and providing "recommended change language."
- 1.3.8 Proprietary/Confidential Information:** Proposers are hereby notified that all information submitted as part of, or in support of, Proposal will be available for public inspection after opening of Proposal, 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 the 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 shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

- 1.3.9** Special Security Requirements at Miami-Dade Transit: The size, complexity and critical nature of Miami-Dade Transit (MDT) necessitates regulation and control of access to numerous departmental facilities in order to protect MDT passengers, employees and property. These regulations involve the issuance of identification badges issued by the Office of Safety and Security for MDT contractor employees performing any service on MDT property. Contractors performing work for more than one (1) day shall be required to display an MDT issued photo identification badge. This identification shall be displayed on their outer most clothing above their waistline.

Applications may be obtained from the Office of Safety and Security located at 111 N.W. 1st Street, 4th Floor, Miami, FL 33128. To obtain additional information regarding contractor identification badges, please contact the **Office of Safety Security at (305) 375-4240, Monday through Friday between the hours of 8:00 AM and 5:00 PM local time.**

- 1.3.10** Citizen's Independent Transportation Trust ("CITT"): Any agreement reached as a result of the above stated process, requires approval from the Board of County Commissioners as well as the CITT. Since proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County may be used to pay for all or some part of the cost of this contract, no award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of (three) 3 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust has approved same, or, ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership present and such reaffirmation becomes final.

1.3.11 Incorporation of Federal Transit Administration (FTA) Terms:

- (A) The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revisions thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOT or FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.
- (B) The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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-responsible. 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.

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 (\$10,000) 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.

1.8 EXPEDITED PURCHASING PROGRAM

INTENTIONALLY OMITTED

1.9 CONTRACT MEASURES - DBE/TRANSIT VEHICLE MANUFACTURE (TVM)

1.9.1 Utilization of DBE Contractors:

Policy: It is the policy of the Department of Transportation and Miami-Dade County that DBE Contractors as defined in 49 CFR Part 26 and this Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this project. Consequently, the DBE requirements of 49 CFR Part 26 apply to this project.

DBE Obligation: Each bidder/Proposer agrees to ensure that DBE Contractors as defined in 49 CFR Part 26 and this Provision have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this project. In this regard all bidders/Proposers shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and this Provision to ensure that DBE Contractors have the maximum opportunity to compete for and perform contracts. Bidders/Proposers shall not discriminate on the basis of age, disability, race, color, national origin, or gender in the award and performance of DOT-assisted contracts.

All determinations of compliance or non-compliance of the bidders/Proposers with the requirements of this Provision, and of the appropriate consequences of non-compliance, shall be final and binding, except for administrative reconsideration from an adverse decision by MDC as provided in Section 26.53. All determinations shall be final and the result is not administratively appealable to the U.S. Department of Transportation. Nothing in this Provision shall be construed to diminish the legal responsibility or authority of MDC.

Stated Goal: A "Stated Goal" is to have portions of the work under the contract performed by qualified DBE firms owned and controlled by individuals who are socially or economically disadvantaged for prices totaling not less than the percentage of the contract price set out in the Bid/Price Proposal Form. For the purposes of this Contract, the Stated Goal is established by the Transit Vehicle Manufacturer in its DBE submittal made directly to the FTA.

If assistance is required to involve DBEs in the Work, Proposers should contact Miami-Dade Transit's Office of Civil Rights at (786) 469-5479.

2.0 Scope of Work

The Scope of Work is detailed in the “Technical Provisions” included herein as part of this solicitation. Proposers are required to fully meet the requirements of the Technical Provisions in providing a fully compliant proposal. The background provided below summarizes the County’s objective for this procurement, the deliverables, Proposer’s responsibilities, tasks, and the Work.

2.1 BACKGROUND

The intent of Miami-Dade County is to purchase one hundred and forty-four (144) complete Heavy Rail Vehicles, with options for up to fifty-four (54) additional vehicles. The Selected Proposer (Contractor) shall be responsible for providing the new vehicles in accordance with the General and Technical Provisions contained herein as part of the RFP documents. The vehicles shall be ready for operation by Miami-Dade County and the Contractor shall complete all portions of the Work to the satisfaction of the County.

- 2.1.1** The Contractor shall furnish all labor, materials, tools, equipment, transportation and supervision and shall perform all designing, engineering, manufacturing, testing, repairs, retrofits, technical support and other services necessary and incidental to the proper, timely and satisfactory completion of the Work. The Work shall include project management and engineering required to complete the integration of new vehicle systems into a complete, functioning married pair suitable for operation along the Metrorail system. The Work shall also include the production of all drawings, documentation, manuals, and training materials in accordance with the Contract provisions. Quality assurance shall be provided by the Contractor to ensure that all Work submitted meets the pre-established criteria. The Work shall also include detailed training for MDT personnel at the Contractor’s manufacturing facility and at Miami-Dade Transit.
- 2.1.2** The Contractor shall provide and install the New Vehicles; provide all items of the Work required or referenced in the Contract Documents, including all alterations, amendments or extensions thereto made by any Change Order; successfully complete all required tests and all reliability periods; remedy all defects which occur before and during the warranty period for each of the vehicles; and complete all necessary repairs and modifications resulting from the tests, the reliability periods and warranties as required by the Contract Documents.
- 2.1.3** The Contractor shall be responsible for the management, direction, design, integration, scheduling, control, review, testing and approval of all subcontracted work and services. The Contractor shall be responsible for ensuring that all subcontracted work is in conformance with the Contract Documents. All subcontracts with a value in excess of \$2,000,000 will be subject to review by the County.
- 2.1.4** The Contractor shall be responsible for the shipment of vehicles from Contractor's facility to the Lehman Center and placing the vehicles on Miami-Dade Transit's track. The Contractor is also responsible for the decommissioning, transporting, and disposal of Miami-Dade Transit's existing fleet of 136 rail vehicles.

PROPOSAL SUBMISSION PACKAGE

Request for Proposals (RFP) No. 654 Purchase of New Heavy Rail Vehicles

In response to the Solicitation, Proposer shall **RETURN THIS ENTIRE PACKAGE** completed as follows:

1. Letter of Transmittal

The Letter shall include:

- A brief summary of the Proposer's background and experience.
- A statement that the Proposal shall remain in effect and not be withdrawn for 365 days after the date due for Proposals.
- A statement acknowledging that the price submitted is compliant with the price cap of \$2.419 million per vehicle established for this solicitation.
- A statement referencing separate enclosures for the Proposal Booklet, the Price Proposal, and the Alternatives Booklet (if included).
- A statement guaranteeing project management team and key technical personnel.
- The Proposal Guarantee in the amount of \$3,480,000.

2. Affidavits/Acknowledgements

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, Proposer's Disclosure of Subcontractors and Suppliers
- Form A-6, Fair Subcontracting Policies
- Form A-7, Acknowledgment of Proposed Price Affidavit

3. Appendices/Renderings

Include all of the appendices as follows:

Appendix B	Technical Proposal Worksheet
Appendix D	Proposal General Requirements Checklist
Appendix E	Statement of Compliance with Federal Provisions
Appendix F	Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters
Appendix G	Buy America Certificate
Appendix H1	Certification Regarding Lobbying
Appendix H2	Disclosure of Lobbying Activities
Appendix I	Complete Certification of Performance of Safety-Sensitive Functions Form
Appendix J	Proposer's Corporate Affirmative Action and Equal Opportunity Policy Statement
Appendix K	TVM Certification
Appendix L	Statement of Insurance Availability
Appendix M	Statement of Bonding Availability, including proposed Performance, Payment and Warranty Bond(s)/Letter(s) of Credit

Appendix N	Artist Renderings of the Proposed Exteriors and Interiors in 11" x 17" Format and Reference to Artist Renderings of the Proposed Exteriors and Interiors in 24" x 36" Format on Foam Boards
Foam Boards	Artist Renderings of the Proposed Exteriors and Interiors in 24" x 36" Format on Foam Boards

4. Form A-1, Cover Page of Proposal Booklet

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.

5. Proposal Booklet Submission (with Form A-1 as Cover Page)

Proposers must follow instructions of Section 3, "Response Requirements". The Letter of Transmittal and Proposal Booklet must be packaged separately from the sealed Price Proposal and sealed Alternatives Booklet, and each must be submitted in separate sealed package(s) or container(s) that should be addressed as follows:

6. Price Proposal

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.

7. Alternatives Proposal

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.

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.: 654	
RFP Title: Purchase of New Heavy Rail Vehicles	
Proposal Due Date: July 12, 2009	

If multiple packages or containers are provided, each shall be clearly marked to identify its contents.

3.0 Response Requirements

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

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. Proposers are encouraged to provide detailed information that demonstrates its compliance with the solicitation requirements; however, overly elaborate responses are not requested or desired.

3.1 PROPOSAL FORMAT

Each Proposal shall consist of four (4) separate parts:

- (A) Letter of Transmittal: One original and a copy bound in each of the required number of Proposal Booklets (see 3.3).
- (B) Proposal Booklet: The Proposal Booklet shall be a comprehensive, accurate and effective presentation of the information required by Section 3.3, below. The Proposal Booklet shall only contain the information required by Section 3.3.
- (C) Price Proposal: The Price Proposal shall be submitted on Appendix C provided and shall include all the information and meet all the requirements specified in Section 3.4.
- (D) Alternatives Booklet: The Alternatives Booklet shall include a detailed description of all alternative(s) offered and must indicate clearly what is being offered. The alternative(s) shall include any cost implication and an explanation of how the alternative(s) meet the requirements of the RFP. All alternative(s) shall be referenced by utilizing the corresponding Section, paragraph and page number and providing "recommended change language."

Each Proposal shall be typed. Annotated corrections or changes that appear on the Proposal must be initialed by the person executing the Proposal. The Proposal shall contain all the documents required to be submitted by the RFP and no other documents.

Note:

After proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal and any changes in the company that will affect its ability to meet the requirements of the RFP.

3.2 LETTER OF TRANSMITTAL

The letter of transmittal shall contain the following:

- (A) A description clearly identifying the Proposer, its structure, address and legal form of the Proposer. If the Proposer is a corporation, the Proposer shall identify its state or country of incorporation and if it is authorized to conduct business in the State of Florida. If the Proposer is a joint venture or partnership, the Proposer shall identify the state or country under which laws it was formed; the name, title, address, telephone and fax number of an individual who is authorized to execute the Proposal and bind the Proposer and to receive communications regarding the

RFP on behalf of the Proposer; the signature of the individual authorized to act on behalf of and bind the Proposer. A joint venture must be a legal and registered entity to conduct business in the State of Florida.

- (B) A brief summary of the Proposer's background and experience in providing similar services.
- (C) A statement that the Proposal will remain in effect and not be withdrawn for 365 days after the date due for Proposal.
- (D) A statement acknowledging receipt of addenda, if any, that the County issued for this RFP.
- (E) A statement referencing separate enclosures, including the Proposal Booklet, Forms and Appendices, Proposal Guarantee Deposit, sealed Price Proposal, and sealed Alternatives Booklet.
- (F) A statement acknowledging that the price submitted is compliant with the price cap of \$2.419 million per vehicle established for this solicitation. The Proposer shall complete, sign, and notarize Form A-7, Acknowledgment of Proposed Price Affidavit.
- (G) A statement guaranteeing that the members of the Project management team and key technical personnel identified in the Organization and Management Plan shall be assigned to the Work, unless their employment is terminated.
- (H) Any other information called for by this RFP which the Proposer deems relevant.
- (I) A statement that the Proposal Guarantee Deposit, in the amount of \$3,480,000, is provided. The Proposal Guarantee shall be submitted with the Letter of Transmittal.

3.3 PROPOSAL BOOKLET

Each Proposer shall submit a Proposal Booklet. The outside of the Proposal Booklet shall have clearly indicated thereon the RFP title, the RFP number, Proposer's name and "Proposal Booklet". The Proposal Booklet shall be tabbed and contain the following sections:

- (A) Overview of Proposer (See Section 3.3.1).
- (B) Experience Record, Qualifications, and References (See Section 3.3.2).
- (C) Technical Proposal, including Appendix B (See Section 3.3.3).
- (D) Proposed Exterior and Interior Designs (See Section 3.3.4).
- (E) Organization and Management Plan (See Section 3.3.5).
- (F) All required Forms and Appendices (See Section 3.3.6).

Each Proposal Booklet must be complete, must specifically address all the requirements of Section 3.4 and must demonstrate compliance with all the requirements of the RFP Documents. The Proposal Booklet shall also include all Forms and Appendices, which should be at the end of the Proposal Booklet.

The Proposal Booklet shall be bound in three (3) post D-ring binders, without unnecessary frills, fancy bindings or other decorative or extraneous materials. Pages shall be numbered by section and each page number shall identify the section of the Proposal Booklet. The Proposal booklet shall be organized in the following fashion using tabbed, numerical separators for each section:

- (1) Cover Page: The attached Form A-1 is to be used as the cover page for the Proposal Booklet. This form must be fully completed and signed by the Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.
- (2) Table of Contents.
- (3) Section 1 Overview of Proposer.
- (4) Section 2 Experience Record, Qualifications, and References.
- (5) Section 3 Technical Proposal.
- (6) Section 4 Proposed Exterior and Interior Designs.
- (7) Section 5 Organization and Management Plan.
- (8) Appendices: All affidavits/acknowledgements (except for Appendix C, "Price Sheets," which shall be included in the Price Proposal) required by this RFP, including those that are required elsewhere (except for Appendix C), shall be enclosed to represent a complete package as required per Section 3.4.6 entitled "Appendices".

All measurements shall be submitted in imperial units. The Proposal Booklet shall enable the County to evaluate the Proposer and the proposed subcontractors or suppliers that the Proposer proposes to use for the Work. The requested information for the Proposal Booklet shall be set forth on 8½" x 11" paper. A limited number of 11" x 17" fold-out drawings are permitted. Promotional brochures are not to be included, unless pertinent technical information is provided therein. Thirty (30) copies, bound in three (3) D-ring binders, and one (1) unbound copy (suitable for reproduction) of the Proposal Booklet shall be provided by each Proposer. Changed pages or additional information provided as part of the submission shall be provided in quantities of thirty-one (31). Thirty (30) of the thirty-one (31) copies of the changed pages shall be suitable (punched holes) for replacement of the existing pages. The thirty (30) Proposal Booklets shall be serialized from 01 to 30 and each binder of each copy shall identify the serial number.

The Proposer shall also provide ten (10) copies of each Proposal Booklet on CDs; provide 10 Price Proposals on 10 separate CDs. In the event that changed pages or additional information are provided as part of the submission, ten (10) new and complete copies on CDs shall be submitted.

The Proposer shall also provide ten (10) copies of each Alternatives Booklet on CDs; provide 10 Alternatives Proposals on 10 separate CDs. In the event that changed pages or additional information are provided as part of the submission, ten (10) new and complete copies on CDs shall be submitted.

3.3.1 Section 1: The Overview of Proposer

This section of the Proposal Booklet shall be tabbed and organized as indicated below and shall contain information regarding the following:

- (A) **Description of the Proposer:** The Proposer shall submit a concise description of the Company including organizational structure, subsidiary companies, identification of principals or parent companies, office locations and size, overall number of personnel by discipline, and number of personnel for the division of the company to perform the work required by this solicitation. If the Proposer is a joint venture, the Proposer shall furnish the above information for each entity forming the joint venture and clearly indicate the reason for the joint venture as it directly applies to this Project.

- (B) **Financial Information:** Financial information of the Proposer (separate statements for each entity forming a joint venture) shall include:
- (1) Certified financial statements that include balance sheets, statements of income and retained earnings and statement of expenses and cash flows for the last two (2) fiscal years, including notes to the financial statements;
 - (2) Evidence of sufficient financial and management resources to finance and complete the Work as described in this RFP in a satisfactory manner as measured by:
 - (i) The Proposer's supplied latest certified financial statements for the last two (2) fiscal years.
 - (ii) Description of Proposer's ability to secure required bonds.
 - (iii) Description of the Proposer's ability to obtain required insurance with coverage values that meet the requirements of this RFP.

All such financial information shall be prepared in accordance with Generally Accepted Accounting Principles. The Proposer shall include the financial information requested in this section. Proposers may also be required to submit additional financial statements and other information as may be requested by Miami-Dade County.

- (C) **The "Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters" (Appendix F):** The Proposer shall include this Certification in the Appendix to the Proposal Booklet. A Proposal which does not include the Certification may be considered non-responsive and ineligible for award of an Agreement.
- (D) **The "Certification Regarding Lobbying" (Appendix H1), and a "Disclosure Form" (Appendix H2):** The Proposer shall include the required Certification and Disclosure Form in the Appendix to the Proposal Booklet. A Proposal which does not include the Certification may be considered non-responsive and ineligible for award.
- (E) **The Proposer's Corporate Affirmative Action and Equal Opportunity Policy Statement Posting:** The Proposer shall state the date of adoption of this policy statement. The Proposer shall include the requested policy statement as Appendix J to the Proposal Booklet. A Proposal which does not include the Certification may be considered non-responsive and ineligible for award.
- (F) **The Proposer's "TVM Certification:"** The Proposer shall include the TVM Certification as Appendix K in the Proposal Booklet. A Proposal which does not include the Certification may be considered non-responsive and ineligible for award of the Agreement.
- (G) **The "Buy America Certificate" (Appendix G):** The Proposer shall include the Certificate in the Appendix to the Proposal Booklet. A Proposal which does not include the Certificate will be considered non-responsive and ineligible for award of the Agreement.
- (H) **Statement of Insurance Coverage:** A statement that the insurance coverage required by the Contract Documents can be obtained and will be carried for the duration of the contract period as required, without reservation or exclusion, should

- the Proposer be awarded the Agreement. The Proposer shall include the requested insurance statement as Appendix L to the Proposal Booklet.
- (I) **Bonding Statement:** A statement that the bonds or letters of credit required by the Contract Documents can be obtained and evidence thereof through a letter of commitment from an underwriter, meeting the qualifications stated herein, confirming that the Proposer can be bonded for the requirements of the Contract Documents. The Proposer shall include the requested bonding statement as Appendix M to the Proposal Booklet.
 - (J) **Joint Venture:** If the Proposer is a joint venture, the Proposer shall include a copy of any written contract, agreement or understanding which exists between the entities forming the joint venture in the Appendix to the Proposal Booklet. If no written contract, agreement or understanding exists, then the Proposer shall include, in the Appendix, a written statement explaining how the joint venture will fulfill the requirements of the Contract Documents. The statement shall fully discuss and identify the responsibility of each entity forming the joint venture for performing the Work and providing the insurance and bonds or letters of credit required by the Contract Documents. Additionally, the Joint Venture must be registered with the State of Florida and a copy of the certificate bearing the Federal Identification Number (FIN) shall be included with the information.
 - (K) **Pending Litigation:** Proposer shall include information regarding pending or concluded litigation over the last five years in which the company has been involved as a party to the litigation. Such information shall include, but not limited to, cause and nature of the litigation, parties involved, status of the litigation, and disposition of the litigation.
 - (L) **DBE Participation:** Proposer shall explain how DBEs will be integrated into the proposed plan for the Work. The contractor must comply with the requirements established by the County for utilization of DBE firms.

3.3.2 Section 2: The Experience Record, Qualifications, and References

This section of the Proposal Booklet shall be tabbed and organized as indicated below and shall contain information regarding the following:

(A) Experience Record and Qualifications of Proposer, Subcontractors and Suppliers:

Each Proposer shall provide:

- (1) Complete, concise and accurate descriptions of the Proposer and its proposed subcontractors, and suppliers
- (2) Evidence of the Proposer's, subcontractors', and suppliers' satisfactory performance on similar contracts, including evidence of making deliveries on time, meeting specifications and warranty provisions, parts availability, meeting budgets and estimated costs/prices. A description of the steps the Proposer took to resolve any judgments, liens, reliability defects, and warranty claims on previous projects.
- (3) A list and description of all contracts within the past five (5) years for which work, as required by this RFP, was performed. This list and corresponding description shall be adequate to enable the County to determine that the

Proposer and its proposed subcontractors and suppliers have designing, engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills, experience and equipment to complete the Work as required by the RFP Documents, and can satisfy any engineering or service problems that may arise during the warranty and/or reliability periods.

- (4) Evidence that the Proposer possesses experience and qualification in designing, engineering, manufacturing, assembling, and delivering Heavy Rail transit vehicles or providing equipment and services similar to those required by, and described in, the RFP Documents. If the Proposer is a Joint Venture, all of the required experience outlined in this RFP must be met by at least one of the Companies forming the Joint Venture.
- (5) Evidence that the Proposer has human and physical resources sufficient to perform the Work and assure delivery of all Vehicles and other items required to complete the Work within the time specified in the RFP including:
 - (a) Engineering, management and service organizations with sufficient personnel and requisite disciplines, licenses, skills experience and equipment to complete the Work as required and satisfy any engineering or service problems that may arise during the warranty and reliability periods.
 - (b) Adequate manufacturing facilities sufficient to produce and factory-test the Vehicles on schedule. The Proposer shall submit the name, address and location of its manufacturing facility and that of each proposed subcontractor and supplier of a subsystem.
 - (c) A spare parts manufacturing, procurement and distribution system sufficient to support Vehicle maintenance without delays and service organization with skills, experience and equipment sufficient to perform all warranty, reliability and on-site work.
- (B) **References:** This section should only include work of a type directly applicable to the work required herein, should be contract specific and include the following information for all such relevant work:
 - (1) The customer, the name, address and telephone number of customer's project manager or contracting officer with significant working knowledge of the Project.
 - (2) Status of the contract.
 - (3) FTA Project Numbers and Florida Department of Transportation Project Numbers where applicable.
 - (4) The Proposer's project manager and staff on the identified projects and if they will be used by the Proposer to support the Work required by this RFP;
 - (5) The contract value of the identified projects; and
 - (6) If project schedule and contract value were met and, if not, why not.

If the Proposer is a joint venture, it shall furnish the above information for each entity forming the joint venture.

- (C) Each Proposer shall list all contracts that the Proposer has performed for Miami-Dade County. All contracts the Proposer has performed for the County will be reviewed for compliance in accordance with County Ordinance No. 98-42, 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 the name of the County Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates covering the term of the contract(s); and, the dollar value of the contract(s).

3.3.3 Section 3: Technical Proposal

The Technical Proposal sections of the Proposal Booklet shall be tabbed, in accordance with the numbering scheme used in the Technical Specification, and contain the information regarding the following:

(A) **Content and Format:**

The Proposer shall submit a Technical Proposal that is clear, concise, and will fully enable the County to evaluate its compliance to the requirements of the Solicitation Documents. Review and evaluation by the County of the Technical Proposal shall not relieve the Contractor, who submitted the Technical Proposal, from its obligations to comply with the Contract Documents.

The sections and subsections of the Technical Proposal shall be arranged such that they duplicate the format of the relevant Technical Provisions sections. Each section shall address each of the requirements in numerical order (identical to the Technical Provisions) and explain how each requirement will be met. Information shall be presented in a format and style that integrates material in a manner to reflect a submission by the Proposer rather than by a proposed subcontractor or supplier.

As part of the Proposer's submission, the Proposer shall name its best suggested supplier of the thirteen main suppliers (subcontractors) of subsystems. Additionally, the Proposer is encouraged to submit up to two (2) proposed alternate suppliers (subcontractors) for each subsystem, component, part or equipment or to perform any other portion of the Work. Without the prior written approval of the County, in its sole determination, the selected Proposer may not change its proposed subcontractors/suppliers, and the selected Proposer may not contract or subcontract any portion of the Work to any proposed subcontractor or supplier other than the entity or person identified in the Contractor's Proposal as may be modified in the Agreement.

(B) **Approach:**

The Proposer shall review each subsystem of the Technical Provision section and provide detailed information sufficient to establish how it proposes to comply with the requirements of each of the following sections:

- TPN1. System Description
- TPN 2. System Requirements
- TPN 3. Carbody
- TPN 4. Coupler and Draft Gear
- TPN 5. Operator's Cab
- TPN 6. Doors
- TPN 7. Air Comfort System
- TPN 8. Lighting
- TPN 9. Auxiliary Electrical Equipment
- TPN 10. Propulsion System
- TPN 11. Truck Assemblies
- TPN 12. Friction Braking
- TPN 13. Communications System
- TPN 14. Train Control
- TPN 15. System Support
- TPN 16. Management Program
- TPN 17. Testing and Inspection
- TPN 18. System Assurance
- TPN 19. Materials and Workmanship
- TPN 20. Vehicle Monitoring System
- TPN 21. Fleet Compatibility
- TPN 22. Software Systems
- TPN 23. Contract Data Requirements List

(1) Technical Characteristics for Equipment (TPN 3 through 14, 20 and 22).

The Proposer shall provide sufficient technical detail and data to fully convey its proposed equipment designs. The information supplied for each subsystem shall be thorough and complete, and shall be contained within its respective TPN section. Note that the Proposer may only offer service proven designs for use on the proposed New Vehicles. Approval of service proven designs will be based on the requirements specified below.

For each subsystem, the Proposer shall provide detailed functional descriptions, drawings, calculations, analyses, and material properties to allow the County to determine the following:

- (a) Compliance of the proposed subsystems, components, parts and equipment with the Technical Requirements of the RFP, including but not limited to the maintenance, warranty, service proven, reliability, and systems integration requirements.
- (b) Dimensional outlines and relationships, including fit and clearances within Miami-Dade's Heavy Rail Transit System infrastructure.

- (c) The Proposer's use of proper, wear resistant and corrosion resistant materials, including flame and smoke generation characteristics, where appropriate.
- (d) Compliance with federal, state and local laws and regulations, including ADA requirements.
- (e) The Proposer's use of standard design practices, including the requirements of various standards such as IEC, IEEE, ASME and others, as may be referenced in the applicable Technical Provision sections.
- (f) Total responsibility for integration of each subsystem or component within the overall design.

(2) Process Requirements (TPN 1, 2, 15, 16, 17, 18, 19, 21, and 23).

The Technical Proposal shall address all process requirements, which shall include a discussion of all TPN 2, 15-19, 21, and 23 requirements, including the following:

- (a) In addition to providing a description of how the Proposer will satisfy the various requirements of TPN17, the Proposer shall provide:
 - (i) The proposed master test plan describing the Proposer's proposed approach to testing required for the Project and the number of persons to be dedicated to monitoring and enforcing the proposed master test plan.
 - (ii) A list of proposed tests and First Article Configuration Inspection ("FACI") time frames for the components, subsystems, systems and Vehicles that support the scheduling requirements set forth in TP16.
 - (iii) The proposed Master Inspection Plan describing the proposed approach to conducting inspections for the Project, and the proposed number of persons to be dedicated to monitoring and enforcing the proposed plan.
 - (iv) A proposed Test and Inspection Schedule to support the anticipated testing and inspection time frames which comply with the time-before-test submittal requirements.
- (b) In addition to providing a description of how the Proposer will satisfy the various requirements of TPN18, the Proposer shall provide: its proposed Quality Assurance Program Plan, System Safety Program Plan, Reliability Program Plan and Maintainability Program Plan for the proposed vehicle.
- (C) As part of the Technical Proposal, the Proposer shall set forth all warranty information required by the RFP and shall describe its policy on warranties, both on service, workmanship and material.
- (D) The Technical Proposal Worksheet shall be completed in its entirety and submitted in the Proposal Booklet. The Technical Proposal Worksheet is Appendix B to the RFP.
- (E) Service Proven Designs:

Approval of the subsystems proposed will be based, in part, on whether the equipment is service-proven, or if non-service-proven, whether sufficient information is submitted to otherwise establish the capabilities to meet the requirements of the Contract Documents.

- (1) For proposed equipment to be considered service-proven, at least fifty (50) units of a proposed subsystem must have been permanent parts of Heavy Rail or equivalent vehicles operated in service for three (3) years, with a minimum 4 million car miles. Data for service-proven equipment shall include:
 - (a) Model designation, number of units, length of time and miles in service for each.
 - (b) Outline, arrangement or assembly drawings showing the subsystems. These drawings shall be marked-up or revised to show any changes contemplated for the proposed application.
 - (c) A listing of the modifications or improvements to the equipment required to comply with the Contract Documents.
 - (d) Documentation and calculations on how the Contractor will meet the reliability and maintainability data requirements of TP18 in terms of MDBF and the critical nature of failures.
 - (e) Environmental factors at the identified transit properties where equipment was service-proven, including:
 - i. Temperature (outside minimum and maximum ambient);
 - ii. Humidity (minimum and maximum);
 - iii. Precipitation (maximum rainfall rate; maximum snowfall rate; and maximum snow accumulation);
 - iv. Wind Velocity (continuous and gusting);
 - v. Road Contamination (dust, track and leaf accumulation on rails and exposure to snow melting materials); and
 - vi. Air Contamination (dust, acid, oxides or other airborne contaminants);
 - (f) Topography of identified transit properties including maximum grades and minimum horizontal and vertical curves.
 - (g) Copies of test reports and/or analysis of experience data submitted to and approved by a prior purchaser of the equipment.
 - (h) Average distance between stops and average end-to-end speed, including stops, on all lines on which vehicles are operated.
- (2) A Proposer who cannot obtain all of the above-referenced data shall provide a complete explanation as to the non-availability of that portion of the data which it can not provide. Such explanation shall include, but not be limited to, the following:
 - (a) A description of the Proposer's efforts to obtain the required data; and
 - (b) Contacts made by the Proposer to obtain the required data including:
 - i. Names of organizations and/or individuals contacted and phone numbers therefore.

- ii. Reasons given by such organizations and/or individuals for non-availability of data.
- (3) If non-service-proven equipment, as defined above is proposed for use in the Project, the Proposer shall submit the following data:
 - (a) Design Drawings.
 - (b) Test procedures and test reports of development tests which have been ongoing for at least two (2) years and have accumulated at least 48,000 miles or 1,500 hours of equipment operation. Test reports shall include the achieved reliability and modifications made, or proposed, to the equipment to achieve the reliability levels specified in the Contract Documents. The Proposer may submit a combination of developmental testing and revenue service operation. The mileage or time accumulated during the developmental test period shall have been at a rate equal to or exceeding 48,000 miles of operation in two (2) years. Mileage accumulation for the revenue service portion shall be at a rate equal to or exceeding 48,000 miles per year per vehicle. The combined developmental test portion and revenue service portion shall equal 48,000 miles of operation in two (2) years. The revenue service portion shall include operation of at least twenty-five (25) vehicles. Data submitted for the developmental test portion of the submittal shall be in accordance with generally accepted industry design qualification testing and the requirements of the Technical Provisions. Test procedures and test reports of fatigue and life cycle testing under controlled laboratory conditions shall be included.
 - (c) Reliability, maintainability and safety predictions based on results of the testing in (b) above.
 - (d) The proposed subcontractor or supplier of the equipment.

3.3.4 Section 4: Proposed Exterior and Interior Designs

The Proposed Exterior and Interior Designs section of the Proposal Booklet shall contain and comply with the following:

- A. The Proposer shall present a minimum of three renderings each for the new proposed vehicle interior and exterior designs. The renderings for the exterior shall be in color and shall include at a minimum $\frac{3}{4}$ front and side views; and a sufficient number of color interior views to allow the County to evaluate the proposed interiors. The views shall be in color and shall be presented in the proposal booklet as Appendix N in an 11" x 17" format.
- B. In addition, for each exterior design, a minimum of one, $\frac{3}{4}$, photographic quality view shall be submitted on foam board in 24" x 36" format; and one or more interior views shall be submitted on foam board in 24" x 36" format.

3.3.5 Section 5: Organization and Management Plan

- A. Each Proposer shall submit an Organization and Management Plan. Proposals will be evaluated based on the Proposer's proposed approach to perform the Work, proposed schedule and Project team, as well as the other information identified in this Section to be supplied by the Proposer.

- B. The Organization and Management Plan section of the Proposal Booklet shall be tabbed and organized as indicated below and shall contain or comply with the following:
- 1) The Proposer must therein demonstrate sufficient understanding of the management approach required for Proposer's implementation and control of the Work. At a minimum, the following items must be discussed in the Organization and Management Plan:
 - (a) A Project organization chart showing key individuals and their departments. The chart shall include all proposed subcontractors and suppliers and their key individuals.
 - (b) A proposed Project Schedule, with key milestones and events emphasized. The proposed Project Schedule shall include, at a minimum, design review, approval cycle, award of major subcontracts, tooling start, first article tests, stress analysis approval, pre-production and production units, testing and training, spare parts and manual, delivery, and warranty periods. The Proposer shall identify the critical path.
 - (c) A description of the Proposer's method of critical path planning with a special emphasis on the requirements of the RFP Documents and should contain sufficient detail to facilitate an understanding of the Proposer's approach to fulfilling the requirements of the Documents.
 - (d) A description of the process and documentation to manage the Project and multi-party communication between proposed subcontractors and suppliers. The Proposer shall clearly describe the proposed role and detail interactions with all proposed subcontractors and suppliers.
 - (e) A description of the Proposer's capabilities to successfully integrate, as required by the RFP Documents, the new vehicle subsystems with Miami-Dade's Heavy Rail Transit System. Also, provide a description of the Proposer's past experience in system integration.
 - (f) A list of locations for the major engineering, manufacturing and installation portions of the Work and how the Proposer plans to handle local coordination of the Work. In particular, each Proposer shall identify the facility to be used for final assembly of the Vehicles.
 - (g) Resumes for members of the proposed Project Management team and key technical staff. Resumes shall be complete, concise and accurate containing information on education, background, related experience, accomplishments and other pertinent information to demonstrate the individual's competency for the work to be performed. The resume should include all relevant job experience over the past ten (10) years including position(s) held, primary responsibilities and length of employment for each position.
 - (h) Reference to the Cover Letter signed by the Proposer's President or Chief Executive Officer or Authorized Representative guaranteeing that the identified members of the Project management team and key technical personnel identified shall be assigned to the Work, unless their employment is terminated.

- (i) In compliance with 49 CFR part 655 - Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations, the Proposer (Contractor) will be required to establish and maintain a comprehensive drug and alcohol program in accordance with each section of 49 CFR parts 655 and CFR 40. The Proposer shall complete and submit the Certification of Performance of Safety-Sensitive Functions form provided in Appendix I.

3.3.6 Forms and Appendices: The Proposer must complete, sign as required, and submit the following documents as part of its Proposal Booklet. The original shall be included as part of the unbound Proposal Booklet and each serialized, bound Proposal Booklet shall include a copy of all required documents. The CD versions of the proposal shall also include the completed forms and affidavits below:

Form A-1	Cover Page of Proposal Booklet
Form A-2	Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentations
Form A-4	Form A-4, Local Business Preference
Form A-3	Acknowledgement of Addenda
Form A-5	Subcontractors and Suppliers Listing
Form A-6	Fair Subcontracting Policies
Form A-7	Acknowledgment of Proposed Price
Appendix A	Affirmative Action Requirements – Provide Statement of Compliance as Appendix J.
Appendix B	Technical Proposal Worksheet
Appendix C	Note: Appendix C is to be included as the Price Proposal.
Appendix D	Proposal General Requirements Checklist
Appendix E	Statement of Compliance with Federal Provisions
Appendix F	Certification of Proposer Regarding Debarment, Suspension and Other Responsibility Matters
Appendix G	Buy America Certificate
Appendix H1	Lobbying Certification
Appendix H2	Disclosure of Lobbying Activities, if required
Appendix I	Certification of Performance of Safety-Sensitive Functions
Appendix J	Proposer's Corporate Affirmative Action and Equal Opportunity Policy Statement Posting
Appendix K	Proposer's TVM Certification
Appendix L	Proposer's Insurance Statement
Appendix M	Proposer's Bonding Statement
Appendix N	Artist Renderings of the Proposed Exteriors and Interiors in 11" x

	17" Format (see Section 3.4.4) and Reference to Artist Renderings of the Proposed Exteriors and Interiors in 24" x 36" Format on Foam Boards
Appendix P	Proposed Alternative
Foam Boards	Artist Renderings of the Proposed Exteriors and Interiors in 24" x 36" Format on Foam Boards

3.4 **PRICE PROPOSAL**

Note: No exceptions may be taken to the \$2.419 Million per vehicle cap.

- 3.4.1** The Price Proposal shall not be included in the Letter of Transmittal nor the Proposal Booklet. The Price Proposal shall be enclosed in a separately sealed envelope.
- 3.4.2** The outside of the envelope shall have clearly indicated thereon the RFP title, RFP number, Proposer's name and "Price Proposal." The Proposer shall provide an unbound, one-sided original and thirty (30) serialized, bound copies (for a total of 31). The Proposer shall also provide ten (10) copies of each Price Proposal on CDs.
- 3.4.3** The Price Proposal shall be furnished utilizing Appendix C, "Price Sheets" and must be completed in its entirety. There is no exception allowed to this requirement. The Price Proposal shall be keyed to the subsystems, components, parts and equipment for the vehicles and the other tasks required to complete the Work. The proposed price shall not be conditioned.
- 3.4.4** No markup is permitted on expenses for subcontractors, suppliers, printing, communications, travel, subsistence, etc.
- 3.4.5** The Proposer shall be liable for the payment of all sales, international, federal, state, local and other taxes and duties applicable to complete the Work.
- 3.4.6** Optional vehicle prices shall be provided in accordance with the format presented in Appendix C and shall represent the total price for an optional vehicle.
- 3.4.7** Prices for additional items shall be provided in accordance with the format presented in Appendix C and shall represent the total price for each listed item.
- 3.4.8** The Proposer shall provide a LCCA in accordance with the requirements outlined in Appendix Q and Q-1. The LCCA shall be submitted with the Price Schedule in the Price Proposal.

3.5 **ALTERNATIVES BOOKLET**

As noted in Section 1.3.7, all alternatives presented must be specific, and the Proposer must indicate clearly what alternative is being offered. The alternative(s) shall include any price difference and an explanation of how the alternative(s) meet or exceed the requirements of the RFP. All alternatives shall be referenced by utilizing the

corresponding Section, paragraph and page number and providing “recommended change language” in this RFP.

If no exceptions are stated, the County will assume that the Proposer will meet the requirements of the RFP, and accept all terms and conditions.

4.0 Evaluation Process

The approach and procedures used reflect a process that will determine best value through a competitive negotiated procurement, and that will yield an agreement determined to be most advantageous to the County.

Each responsive Proposal from a responsible Proposer found to be in compliance with the RFP requirements will be evaluated in accordance with the criteria set forth in Section 4.2. The County will establish an Evaluation/Selection Committee that will rate and rank proposals submitted in response to the RFP.

The County also reserves the right to make an award to a Proposer whose Proposal it judges to be most advantageous to the County and represents Best Value, without conducting any written or oral discussions with any Proposer. The County reserves the right to consider any Proposal which is not prepared in accordance with the instructions or requirements of this RFP to be non-responsive. The County reserves the right to waive any defects, deviations, informalities or irregularities in any Proposal which do not materially affect the Proposal.

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS AND PROPOSER FOR RESPONSIBILITY

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation and if the Proposer is responsible.

4.1.1. 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.

4.1.2. A responsible Proposer is one that demonstrates the capability to satisfy the commercial and technical requirements set forth in the solicitation. A Proposer's failure to demonstrate that it is responsible may result in the proposal being rejected.

Any Proposal found to be non-responsive or Proposer who is found to be non-responsible will not be considered further for award. Proposals that do not comply with the RFP instructions and requirements or do not include the required information may be rejected as insufficient and may not be further considered. **The County reserves the right to request a Proposer to provide additional information and/or to clarify information.** The County's determination regarding the responsiveness of a Proposal and the responsibility of a Proposer shall be final.

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 hundred (100) points per Evaluation/Selection Committee member. **Committee member's final scores will be a combination of the technical and price proposal scores.**

Evaluation Criteria	Points
A) Technical	50 points
B) Price (Base Vehicles; Life Cycle Cost Analysis)	38 points
C) Price for Vehicle Options	2 points
D) Proposer, Staffing, Resources, Experience and Qualifications	10 points

These criteria are further detailed below:

(A) Technical

Technical Proposal: The technical proposal will be evaluated based upon the required information for each of the subsystems and information identified in Section 3.4.3 and Section 3.4.4 to be supplied by the Proposer, as well as the Technical Proposal Worksheet (Appendix B). Review and approval of the subsystems proposed in the HRV's technical proposal will also be based, in part, on whether proposed subsystems are service proven and on satisfactorily demonstrating to the County that the new heavy rail vehicles will be compatible with Miami-Dade Transit's infrastructure, maintenance facilities, equipment, and maintenance and operating practices. The Evaluation/Selection Committee may request Oral Presentations by Proposers. (See Section 4.3) Proposers not recommended for further consideration will be notified and may request a return of its Proposal Guarantee Deposit.

(B) Price Proposal – Base and Option Vehicles

The Proposal will be evaluated based on the information submitted as part of the Price Proposal as identified in Section 3.4 and Appendix C.

- (1) Base Vehicle Pricing: Shall be provided as specified on Appendix C and in Section 3.5 herein. Pricing for specified subsystems shall be inclusive of all costs representing the total price for the particular subsystem. A breakdown of the subsystem price shall be included on Appendix C, as indicated. The itemized breakdown of subsystem prices shall equal the total functional subsystem price.
- (2) Optional Vehicle Pricing: Pricing for optional vehicles shall be provided as specified on Appendix C and in Section 3.5 herein. Option prices shall represent the unit price per vehicle for providing the option vehicles. No escalation shall be included in the optional vehicle pricing, but may be applied in accordance with the escalation provision of the General Provisions. The option vehicles shall be evaluated based on price only. Vehicle option pricing is subject to the "capped" vehicle price of \$2.419 million per vehicle, and shall not exceed the "capped" vehicle price. Option vehicle pricing exceeding the "capped" vehicle price will result in the Proposer receiving a zero score for its Option Price.
- (3) Life Cycle Cost Analysis (LCCA): The Proposer shall provide a LCCA in accordance with the requirements outlined in Appendix Q and Q-1. Consideration of the total cost to own the vehicle and the vehicle costs will form the basis for the evaluation of the Price Proposal. The LCCA will be evaluated subjectively in conjunction with the vehicle price.

- (4) Additional Prices: The Proposer shall provide prices for additional items; equipment and/or services, for which the County may require. These items, as listed on Appendix C, shall be priced such that the County may make a substitution or add any service or equipment required for the Work. For example: The price for additional vehicle warranty is requested. Should the County decide additional vehicle warranty is desired, the County may secure the additional warranty at the "Additional Price" amount stipulated in the contract. The prices provided hereunder shall be inclusive of all costs and represent the total price for the equipment or service. Additional prices included in Appendix C will not be considered by the Evaluation/Selection Committee in its scoring.

(C) Proposer, Staffing, Resources, Experience, Qualifications

Overview of Proposer (see Section 3.4.1), Experience Record and Qualifications (see Section 3.4.2), Organization and Management Plan (see Section 3.4.5): The following, as well as the other information identified in Sections 3.4.1, 3.4.2, and 3.4.5 to be supplied by the Proposer, will be used to evaluate each Proposer's experience and qualifications to perform the Work:

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), if any, 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

INTENTIONALLY OMITTED

4.5 PRICE EVALUATION

After the evaluation of the technical and commercial proposals, in light of the oral presentation(s) if any, the County will evaluate the price proposals of those Proposers remaining in consideration. Price will be considered separately and only after the evaluation of the technical criteria has been completed.

The price proposal 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. The pricing evaluation is 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.

4.6 LOCAL PREFERENCE

INTENTIONALLY OMITTED

4.7 NEGOTIATIONS

The Evaluation/Selection Committee (Committee) will evaluate, score and rank proposals, and submit the results of their evaluation to the County Manager with their recommendation. The Committee may recommend one or multiple Proposers for negotiations based on its determination of those Proposer(s) remaining in the Zone of Consideration after the evaluation process.

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 County Manager or designee will determine the Proposer(s) with which the County will negotiate, if any. In his sole discretion, the County Manager or designee may direct negotiations with multiple Proposers, may elect to direct negotiations with the highest ranked Proposer, may accept the highest ranked proposal, or may request Best And Final Offers. The County anticipates negotiations of the technical and general provisions, and price. The final negotiated price shall not exceed the \$2.419 per vehicle cap. Negotiated terms and conditions and price are intended to represent Best Value and be in the County's best interest.

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 Manager'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 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (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:

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.

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.

4.8 FINALIZATION OF AGREEMENT

The negotiated Agreement to be recommended for award will be memorialized by the County and submitted for approval. The Proposer being recommended for award will be required to sign the contract documents, attesting to the Proposer's agreement. Such signature shall be by a company representative duly authorized to bind the company contractually. Proof of such signature authority by the signing party is required. Contract signature pages must be signed, sealed, and notarized as required.

4.9 CONTRACT AWARD

Any contract, resulting from this Solicitation, will be submitted to the County Manager or designee for approval. All Proposers will be notified in writing when the County Manager 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 and represents best value. 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 FAILURE TO EXECUTE AGREEMENT

Failure of the Proposer, to whom the Agreement is awarded; to execute the Agreement, to submit the required Bonds, to submit proof of insurance, or any other documentation, information, or instruments as provided in the Contract Documents, shall be just cause for cancellation of the award/recommendation and forfeiture of the Proposal Guarantee Deposit.

4.11 RIGHTS OF PROTEST

- A. 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.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager's recommendation. This three day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

Award Amount

\$25,000-\$250,000
\$250,001-\$500,000
\$500,001-\$5 million
Over \$5 million

Filing Fee

\$500
\$1,000
\$3,000
\$5,000

- D. For award recommendations greater than \$250,000, the County's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000, each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 NW 1st Street, Miami, FL. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of this Solicitation.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

5.0 Terms and Conditions

The General Provisions, attached herein, represents the form of agreement in which the County anticipates to engage. The terms and conditions summarized below are of special note and can be found in their entirety in the General provisions:

5.1 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 DPM website at www.miamidade.gov 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.

5.2 INSURANCE REQUIREMENTS

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

5.3 BONDING REQUIREMENTS

The Contractor shall promptly provide all bonding required by the contract documents, in the manner and time specified in the Contract Documents.

5.4 FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

The Contractor is subject all FTA requirements applicable to this procurement as defined in Appendix E, and as may be further defined in applicable federal regulations, whether expressly set forth herein.

6.0 Attachments

- Forms and Appendixes.
- General Provisions.
- Technical Provisions.