Florida Transit Research Inspection Procurement Services Program (TRIPS)

Special Needs Type Transit Vehicles

Request for Proposal (Final)

#TRIPS-12-SNV-RFP

Prepared for:

Florida Department of Transportation

By the:

Center for Urban Transportation Research
College of Engineering
University of South Florida

June 17, 2012

TRIPS

Transit - Research - Inspection - Procurement Services

June 17, 2012

To: Special Needs Type Transit Vehicle Manufacturers

Florida Transit Vehicle Dealers

Vehicle Subcomponent Manufacturers

SUBJECT: REQUEST FOR PROPOSALS CONTRACT #TRIPS-12-SNV-RFP Special Needs Type Transit Vehicles

Enclosed is the Florida Trips Program Request for Proposal document for Special Needs Type Transit Vehicles.

The deadline for the submittal of Final Proposals will be 3:30 p.m. EST on Friday, July 20, 2012. In accordance with Section 1.1 of the RFP, sealed proposals (an original and eight (8) copies) must be submitted to:

Edward Bart, University of South Florida, Center for Urban Transportation Research, 4202 E. Fowler Avenue CUT100, Tampa, Florida 33620-5375.

As we enter the beginning phases of the RFP process, it is important that all questions, comments and other concerns related to the RFP or the TRIPS RFP process be directed to my attention. I can be reached by telephone at (813) 974-6693 or by e-mail at ebart@cutr.usf.edu.

Sincerely,

Edward Bart
Contract Administrator

Sponsored by the Florida Department of Transportation located at the
Center for Urban Transportation Research (CUTR), University of South Florida
4202 E. Fowler Avenue, CUT100, Tampa, Florida 33620-5375
Phone: (813) 974-7834 Fax: (813) 974-5168
Email: tripsflorida@cutr.usf.edu

PART 1

SOLICITATION, GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS

Contract #TRIPS-12-SNV-RFP

Special Needs Transit Vehicles

PROPOSAL # TRIPS-12-SNV-RFP

SOLICITATION, GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS

SOLICITATION

1.1 SCOPE

Notice is hereby given that the Transit Research Inspection Procurement Services Program (TRIPS) will receive sealed proposals on behalf of agencies within the state of Florida, herein referred to as the "Purchasers" to establish a statewide Purchasing Agreement for the manufacture and delivery of 2013 model year:

SPECIAL NEEDS TYPE TRANSIT VEHICLES

In accordance with the terms and conditions set forth below, sealed proposals (an original and eight (8) copies), shall be submitted to:

Edward Bart
Senior Research Associate
University of South Florida
Center for Urban Transportation Research
4202 East Fowler Avenue, CUT100
Tampa, Florida 33620-5375

1.2 PROPOSAL REQUIREMENTS

Proposals will be received until **3:30 PM EST, Friday, July 20, 2012.** Any proposal received after that time will not be considered and will be returned to the proposer unopened. All labor, equipment, and materials shall be furnished in strict accordance with the conditions of the Purchasing Agreement documents. The vehicles shall fulfill all of the requirements defined in **Part 2**: **Technical Specifications**, including addenda thereto. Compliance with these requirements shall be in accordance with the procedures defined in **Part 4: Quality Assurance Provisions.** The Contractor shall accept the warranty provisions covering the vehicles as defined in **Part 5: Warranty Provisions.**

Minimum and maximum quantities are established as follows:

	MIN	MAX
SPECIAL NEEDS TYPE TRANSIT VEHICLES	**0**	**500**

These numbers reflect the immediate and foreseeable needs of agencies within Florida and were determined by using the most recent state of Florida Program of Projects, historical data from previous TRIPS Purchasing Agreements, and Agency(s) vehicle replacement schedules. All or part of the quantity of vehicles stated herein may be assigned to other public transit agencies desiring to purchase the same equipment specified in **Part 2: Technical Specifications** of this solicitation.

The Purchasers will be allowed to purchase this vehicle as long as current production year chassis' are still available from the manufacturer or suppliers, under the same terms and conditions stated in this initial Purchasing Agreement.

Following award of the initial model production year, the TRIPS will have an option to extend the Purchasing Agreement for four succeeding model production years. Any optional Purchasing Agreements shall be subject to the same pricing, terms and conditions of the original Purchasing Agreement. However, a chassis model price increase will be considered when a model year change is specific to the automotive or bus industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor must submit the request and all necessary documentation to the TRIPS Program Administrator.

Each proposal shall be submitted with the understanding that acceptance in writing by any Purchaser of the offer to furnish any or all of the units therein, shall constitute a contract between the Proposer and that Purchaser only, and implies no duties or responsibilities on the part of the TRIPS or the Florida Department of Transportation (FDOT). The terms and conditions of said contract are to be administered and enforced by and between the Purchaser and the Proposer. The Purchaser is responsible for: providing the dealer with the properly completed forms and order information; resolution of issues relating to liquidated damages, late payment penalties, etc; and adhering to the terms and conditions regarding Final Acceptance and Terms of Payment as stated in the Purchasing Agreement. The FDOT and the TRIPS are responsible, and have an obligation to, oversee the proper use of Federal and State grant monies; to ensure that all Federal, State and Purchasing Agreement requirements and certifications are met; monitor warranty and dealer services; conduct on-line and/or dealer inspections and intercede on behalf of the Purchasers.

Any contract resulting from this solicitation shall include the following that are incorporated herein:

Part 1 - Solicitation, General Requirements & Conditions, Contractual Provisions
Part 2 - Technical Specifications
Part 3 - Options
Part 4 - Quality Assurance Provisions

Part 5 - Warranty Provisions
Part 6 - Paint Schemes

1.3 BASIS FOR AWARD

The TRIPS shall be using a Request for Proposal format for this procurement. The Purchasing Agreement shall be awarded to the proposer(s) who is in compliance with the conditions and requirements of this proposal and whose weighted criteria points designate the best value relative to the evaluation criteria discussed in **Section 1.6** of the RFP document.

The TRIPS may award to more than one Proposer whose proposal is in compliance with all State and Federal regulations. Awards based on Best Value represent an assessment of the evaluation criteria and scoring, consisting of technical specifications, price, after sales service, warranty and quality control program. Evaluation will include considerations of previous vendor performance with the TRIPS and references from current Florida customers.

Each proposal shall consist of **three (3)** separate envelopes. **Envelope number 1**, **Technical Proposal,** shall contain the technical specifications of the proposed vehicle. This envelope will also include the items identified in **Exhibit 1: TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & DOCUMENTS** of this solicitation. Envelope number 1 shall be plainly marked with the company name and the words “Technical Proposal” and “Envelope Number 1.”

Envelope number 2, **Price Proposal**, shall contain proposal forms A, B, C D, E, and F, identified in **Exhibit 2: PRICE PROPOSAL FORMS.** Envelope number 2 shall be plainly marked with the company name and the words “Price Proposal” and “Envelope Number 2.”

Envelope number 1, technical proposal, and Envelope number 2, price proposal, shall be placed inside **Envelope (or box) number 3**. Envelope (or box) number 3 shall be plainly marked with the company name and the words “Envelope (or box) Number 3.”

1.4 EVALUATION PROCESS FOR PROPOSALS

The TRIPS shall employ evaluation criteria in determining the award of this Purchasing Agreement. These criteria are outlined below under **Paragraph 1.6: EVALUATION CRITERIA,** and are listed in order of importance and value. Although we are requesting that pricing and technical specifications be separated when submitted, these documents will be reviewed and evaluated concurrently with all other aspects/documents of the proposal. The Purchasing Agreement awarded will be dependent upon the successful Proposer being able to comply with the provisions and requirements of the solicitation in a timely manner. All information to

be submitted in the proposal must be correct, complete and verifiable. The proposer may be required to submit supporting documentation on the technical aspects and cost. The TRIPS may select a proposal for award without any discussions, negotiations, or requests for any Best and Final Offers (BAFO's). The TRIPS Program Administrator expects all proposers to fully cooperate with the evaluation process.

1.5 PRELIMINARY EVALUATION

The evaluation of Envelope number 1, Technical Proposal, and Envelope number 2, Price Proposal, shall be conducted together, and will be an internally consistent evaluation of price and technical factors.

A price evaluation shall be conducted by the TRIPS evaluation committee to establish that the proposal is within the competitive range. The technical evaluation will identify those proposals that meet the minimum technical requirements. It will also determine compliance to technical specifications and evaluate features of the proposed vehicle using established criteria.

Offerors of any proposals that have been determined to not be in the competitive range, and cannot reasonably be made to fall within the competitive range, will be notified in writing, including the shortcomings of their proposals, and these proposals will not be subject to the point tabulation method of evaluation described in Paragraph 1.7.

The evaluation process will use a pre-established ranking system.

1.6 EVALUATION CRITERIA

The specifications, as amended through the request for approval or exception process, and any addenda thereto, set forth the minimum requirements of the vehicle, components, warranty, service, support, and other deliverables required through this procurement.

The award of this Purchasing Agreement shall be made to the offeror whose proposal, in the opinion of the TRIPS Proposal Evaluation Committee, best meets the established criteria listed herein. Consideration shall be given to such matters as Contractor integrity, record of past performance and financial and technical resources. Price shall be a factor in the award decision, although the award may not be made to the proposal with the lowest price. The award will be made to the Proposer who is "most advantageous" with "price and other factors" considered. Technical superiority, warranty, delivery time, service support and training as well as price and technical aspects in order of priority are as follows:

a. TECHNICAL SPECIFICATIONS

Technical specifications are the most important determinant for award. The main design intents of the vehicle specifications are: safety and crashworthiness, environmental tolerability, good ride and springing comfort, long life performance of mechanical and component function and high maintenance of value. Therefore, the TRIPS will consider the type of construction used in the bus body, how the cage and sub-floor is designed, and how subcomponent electrical systems are integrated into the OEM wiring system.

b. PRICE

Price is of utmost importance to the TRIPS, but not the sole consideration. Price shall be evaluated on its overall relationship to being most advantageous and favorable for the Purchasers. All respondents should be aware that the Purchasers are seeking to purchase as many new vehicles as possible with local, state and federal funding available.

c. AFTER SALE SERVICE

All parties should be aware that the TRIPS places value on after-sale field service support and quick replacement parts availability. Included with parts availability is whether the Contractor keeps price catalogs current and whether the Contractor pays for the cost of freight. The TRIPS will also consider the availability, location, and qualification of the field service support staff and engineering staff.

d. WARRANTY

The TRIPS expects all parties responding to this RFP to meet the warranty criteria outlined in **Part five (5).** In addition to the specified warranty criteria, the TRIPS will review additional warranties that are offered. Warranties shall be evaluated in terms of longevity, cost, and overall relationship to being most advantageous and favorable for the Purchasers.

e. QUALITY CONTROL PROGRAM

A Quality Control Program is of utmost importance to the TRIPS. The TRIPS has found that the lack of an effective Quality Control Program always negatively impacts our goal of a defect free product. All Proposers should understand that failure to demonstrate an effective Quality Control Program will have a negative impact on their evaluation for this criterion.

f. TRAINING

Training is important to the TRIPS as this new vehicle may have components unfamiliar to the Purchasers' maintenance and operating personnel. The TRIPS is concerned with the type of training provided, qualifications of the instructors, and the amount of training provided. As a **minimum**, the TRIPS expect to receive:

Driver Orientation/Certification	8 hours @ 5 locations annually
Securement Device/Certification	4 hours @ 5 locations annually
Maintenance Familiarization	8 hours @ 5 locations annually
Electrical & Electronics Familiarization	8 hours @ 5 locations annually
Wheelchair Ramp Training	2 hours @ 3 locations annually

Dealer Orientation Upon Delivery: The dealer shall provide a vehicle orientation with each vehicle delivered to an agency. If an agency orders more than one (1) unit of identical specifications; the orientation shall be provided on the first unit delivered. The orientation shall be conducted by the dealer for the maintenance and operations supervisory and training personnel. The orientation shall include, but not be limited to:

- Engine type and proper type of fuel
- How to check coolant level and type of coolant required
- Function of all controls on the OEM
- Identify location of and function of controls of all add-on equipment such as wheelchair ramp, restraint systems, etc.
- Locate and identify all alarms
- Locate and identify tire pressure ID plate
- Location of battery and how to service

1.7 GUIDELINES FOR EVALUATION CRITERIA

Prior to the opening of proposals, a determination is made as to the proportional weight assigned to Envelope Number 1, Technical Proposal, and Envelope Number 2, Price Proposal. At the same time, a decision is made as to the criteria used under Envelope Number 1, Technical Proposal, and its respective value. The proportional weight assignments are not made public. However, the criteria factors are listed in the Request for Proposal under **1.6 Evaluation Criteria.**

In the Evaluation Criteria review of Envelope Number 1, Technical Proposal, a point tabulation method will be established for each criteria with the lowest points designated the worst and the highest points designating the best relative to the criteria. The other proposers in the competitive range will be allotted corresponding points based on the variance from the proposal best meeting the technical specifications. The Evaluation Committee will submit the achieved scores in its

recommendation.

The Pricing Review of Envelope Number 2 follows a similar procedure. Using a point tabulation method, the lowest points designate the worst and the highest points designate the best relative to the criteria. The vehicle with the lowest price shall receive the maximum number of points for this factor. The other proposers in the competitive range will be allocated corresponding points based on the variance from the lowest cost submitted. The number of points achieved is then proportionally allotted to the pre-established weight for Envelope Number 2, Price Proposal.

The weighted scores for Envelope 1, Technical Proposal, and Envelope 2, Price Proposal, are combined to determine the total score for each proposal.

Unless all proposals are rejected, award shall be made to that proposer whose proposal, conforming to the solicitation, will be most advantageous to the Purchasers, price/cost or other factors considered.

A full description of the procurement process is provided herein with the major steps being identified as follows:

1. The TRIPS Program Administrator prepares a Request for Proposal (RFP), which includes the technical specifications defining the actual minimum needs and identifies all significant evaluating factors listed in their respective order of importance. For internal reference only, a memorandum to the file is prepared documenting the established criteria.

2. Proposal Evaluation Committee membership is determined by the TRIPS Program Manager. The Proposal Evaluation Committee may be comprised of representatives from the Transit Maintenance Analysis and Resource Center and Transit Research Inspection Procurement Services Program Advisory Committees, the FDOT, or others determined by the TRIPS Program Manager to be appropriate for involvement in the specific RFP evaluation process.

3. The RFP is issued to known potential proposers and advertised to ensure a high degree of competition.

4. By an established date, the proposer submits proposals in three sealed envelopes, in accordance with **Paragraph 1.3** of this solicitation. Envelope Number 1 includes the technical and contractual proposal, while Envelope Number 2 includes the quoted price and cost data and other relevant information. Envelopes 1 & 2 will be sealed inside Envelope (Box) Number 3.

5. Proposals will not be publicly opened. All proposals will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the Evaluation Committee, and the TRIPS Program Manager and Administrator will be provided access to the proposals and evaluation results during this period.

6. Proposals are evaluated by the Proposal Evaluation Committee in reference to the prioritized criteria published in the RFP.

NOTE: Only the criteria are published.

7. This solicitation is a negotiated bid. Evaluations and/or price comparisons are allowed between proposals. Discussion will disclose the strengths and weaknesses of competing proposals.

8. Recommendation is made to the TRIPS Advisory Committee for approval.

9. Award of Purchasing Agreement will be dependent upon the required Pre-Award and Buy-America Certification.

10. FDOT approval is obtained, if required.

11. All proposers will be advised in writing of the final decision.

1.8 PROPOSER REVIEW PROCEDURES

a. A pre-proposal meeting will not be required for this contract.

b. Any person adversely affected by this solicitation shall file with Edward B. Bart, Contract Administrator, University of South Florida, Center for Urban Transportation Research, 4202 E. Fowler Avenue, CUT100, Tampa, Florida, 33620-5375, a notice of Protest, in writing, at least 15 calendar days prior to the date on which proposals are to be received.

c. Any person adversely affected by a decision in connection with this solicitation shall file a Notice of Protest, in writing, within 72 hours of receipt of the decision. All Notices of Protest shall be accompanied by a “Protest Bond” in the amount of five thousand dollars ($5,000). The Protest Bond shall be a Surety Bond issued by an insurer with an agent or resident office in the state of Florida. Erin Schepers, TRIPS Manager for the Florida Department of Transportation, or her designee, shall be the custodian of the Protest Bond. The Protest Bond shall reference this proposal and shall be payable to the State of Florida, Department of Transportation, 605 Suwannee Street, Mail Station 26, Tallahassee, FL 32399-0450. If the Notice of Protest is withdrawn

or a Formal Written Protest is not filed in accordance with this agreement, the Protest Bond will be forfeited.

d. All protestors shall file a Formal Written Protest with the TRIPS Program Administrator within 10 calendar days after the date of filing the Notice of Protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

e. Upon receipt of a formal written protest which has been timely filed, the TRIPS Program Administrator shall stop the proposal solicitation process or the Purchasing Agreement award process until the subject of the protest is resolved by mutual agreement or by final action of the Florida Department of Administration.

f. The TRIPS Program Administrator shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 working days of receipt of a formal written protest. If the protest is not resolved by mutual agreement within 7 days the TRIPS Program Administrator and/or the protestor shall refer the protest to: Erin Schepers, TRIPS Manager for the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, FL 32399-0450.

g. The Florida Department of Transportation will review the protest, and the TRIPS Program Manager's decision and either concur or reverse the decision in writing within seven (7) working days.

h. Any appeal of the decisions of the Florida Department of Transportation shall be filed and administered by the "Administrative Procedures Act," Chapter 120, Florida Statutes.

i. Failure to file a protest within the time prescribed in Section 120.53 (5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. It is the responsibility of the protestor to obtain complete information and legal counsel as appropriate.

1.9 PREPARATION OF PROPOSALS

Each proposal shall be made only on the forms provided and in accordance with procedures delineated in **Paragraph 1.3. Basis for Award**. Each complete proposal shall be enclosed in a sealed envelope or box capable of holding Envelope 1, Technical Proposal, and Envelope 2, Price Proposal, with the name and address of the proposer marked on the outside. All blank spaces in the proposal attachments must be filled in and no changes shall be made to the wording.

1.10 PROPOSAL POSTPONEMENT AND AMENDMENT

The TRIPS Program Administrator reserves the right to revise or amend the specifications up to the time set for the opening of the proposals. Such revisions and amendments, if any, shall be announced by addendums to this solicitation. Copies of such addendums shall be furnished to all prospective proposers.

If the revisions and amendments require changes in quantities or price offered, or both, the date set for opening the proposals may be postponed by such number of days as in the opinion of the TRIPS Program Administrator shall enable proposers to revise their proposals. In any case, the proposal opening shall be at least five (5) working days after the last addendum, and the addendums shall include an announcement of the new date, if applicable, for opening proposals.

1.11 PROPOSAL REJECTION

The TRIPS Program Administrator reserves the right to waive any minor proposal informalities or irregularities received which do not go to the heart of the proposal or prejudice other proposers, or to reject, for good and compelling reasons, any and all proposals submitted.

1.12 SUBMISSION OF SINGLE PROPOSAL

If only one proposal is submitted in response to this Request for Proposals, a detailed cost proposal may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed on the cost proposal in order to determine if the price is fair and reasonable.

1.13 WITHDRAWAL OF PROPOSAL

After the proposals are opened, the proposals may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal submission; however, proposals may be modified or withdrawn by the proposer's authorized representative in person or by written notice. If the proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written or telegraphic notices shall be received in the office designated in **Paragraph 1.1** no later than the exact date/time for the proposal opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date/time set for the proposal opening shall be considered if such a message is confirmed by a copy of the telegram.

1.14 AWARD PROCEDURE

Within thirty (30) calendar days after completing successful negotiations, the TRIPS Program Manager shall sign the Solicitation Offer and Award Form submitted by the successful proposer and shall deliver the executed Purchasing Agreement documents specified within fifteen (15) calendar days after the signing. Delivery of the Purchasing Agreement documents shall be determined by the Contractor's signature on the return receipt request.

1.15 PROPOSER QUALIFICATION

The proposer must be a person, firm, or corporation that:

a. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this Purchasing Agreement.

b. Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.

c. Has adequate working capital or the ability to obtain working capital to finance the manufacturer of the vehicle.

d. Has the ability to comply with all federal, state, and local regulations including, but not limited to, Buy America (49 CFR 661), New Bus Testing, Chapter 287 of the Florida Statutes, and the Americans with Disabilities Act.

e. Has the ability to certify by completing Certification of Compliance with Disadvantaged Business Regulations Form that acknowledges that this procurement is subject to the provisions of 49 CFR Section 23 .67.

f. Has a current in-plant Quality Assurance Program and “fully meets” the OEM body-builders program requirements.

GENERAL REQUIREMENTS AND CONDITIONS

1.16 DELIVERY AND ACCEPTANCE

a. Completed units are to be delivered to purchaser within ninety (90) days from receipt of purchase order, whichever occurs last.

b. Upon completion of a Pre-Delivery Inspection (PDI) by the licensed Florida dealer who is awarded this Purchasing Agreement, that dealer will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the purchaser and the FDOT District Office a minimum of 48 hours in

advance to arrange a delivery time. The name, address, telephone number, and contact person for each FDOT District Office is listed in **Exhibit 3: FDOT District Offices**.

c. Failure to coordinate delivery may result in delay of vehicle being "signed for" as delivered. The vehicles shall be delivered clean and in first class condition, complete and ready for service. Workmanship throughout shall conform to the highest standard of commercially accepted practice for the class of work and shall result in a complete, neat, and finished appearance.

d. The Contractor shall assume all costs and responsibility relative to said delivery to purchaser.

e. The vehicle shall be delivered with all Contractor/manufacturer's quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:

A copy of the Manufacturer's Certificate of Origin
Application for Certificate of Title
Bill of Sale
Warranty Papers (forms, policy, procedures)
Maintenance Schedule
Operators' manual
Invoice (To include contract number, P.O. number, VIN#, and agency name)

f. If any of the items listed above are missing, defective, altered, incorrect, incomplete, etc., the vehicle will be automatically rejected. **Exhibit 4: Vehicle Delivery Checklist** contains a list of the minimum required items at delivery.

g. Delivery to Purchaser is to be completed within ten (10) calendar days of receipt of vehicle at Contractor's site. Delivery shall be determined by signed receipt of the contact person or their designee, at the point of delivery. Further, since a common carrier is an independent concern, any delay in delivery resulting from the common carrier's operations, accident, or mechanical failures on route will be considered a cause beyond the control of the Contractor, provided vehicles were delivered to said carrier in ample time for delivery within normal operating conditions. Odometer readings cannot exceed 3,000 miles at time of final delivery of completed buses to agency(s). There will be one dollar ($1.00) per mile charge for each vehicle with an odometer reading in excess of 3000 miles. Under NO circumstances are tow vehicles to be attached to any buses.

h. In case delivery of completed units under this Purchasing Agreement shall be necessarily delayed because of weather, strike, injunctions, government controls, or by reason of any cause or circumstances beyond control of the Contractor, the time for completion of delivery shall be extended by the number of days to be determined in each instance in writing and by mutual agreement between the parties.

i. All units shall consist of new parts and materials and in no case will used components or reconditioned or obsolete parts be accepted. Any one part or component shall be an exact duplicate in manufacture and design as well as construction as all others proposed for each unit. Manufacturers must incorporate, in the units proposed, the newest technological advancement in order to achieve maximum service life and an attractive modern appearance.

j. All vehicle data must be entered into the TRIPS database prior to its delivery to the Springhill Bus Testing and Inspection Facility (SBTIF) located in Tallahassee, Florida. VIN#'s shall also be entered into the TRIPS database within 10 days after issuance of the Purchase Order. Any vehicles arriving at the SBTIF without the VIN# entered in the database will not be inspected until this information is entered.

To schedule an inspection, the dealer shall send an email to the TRIPS Manager, Erin Schepers at erin.schepers@dot.state.fl.us to set up an inspection appointment. Information in the email should include the following:

- Anticipated delivery date
- Number of vehicles
- Whether inspection is a drop off or a to be inspected while you wait

The TRIPS Manager will schedule the inspection and provide a confirmation to the Dealer via email. A copy of the sales order and build order should be sent to the TRIPS Manager once an inspection date has been established.

Each vehicle delivered to the SBTIF shall have a complete set of "as built" wiring diagrams. The Dealer should see that all noted write-ups are corrected prior to the final delivery to the procuring agency. This inspection by TRIPS is not represented as being "all inclusive" and in no way relieves the Dealer from the required PDI.

k. Any vehicle delivered by the Contractor that does not comply with specifications, conditions, and requirements shall be considered not accepted.

l. If a vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts furnished and installed by

the Contractor at no cost to the Purchaser. In the event work is involved, whether warranty or otherwise, in repairing or placing the vehicle(s) in proper condition, then such repairs shall be made by an approved firm.

m. Delivery of vehicle(s) by the Contractor does not constitute acceptance by the Purchaser. Vehicle(s) shall be considered "accepted" upon the inspection by the Purchaser and the issuance of a "Letter of Acceptance" to the Contractor. Purchaser will perform a post-delivery inspection and issue either a “Letter of Acceptance” or a “Letter of Rejection” to Contractor, stating areas found to be in non-compliance with the proposal specifications, within ten (10) calendar days from receipt of vehicle(s). Placing any new vehicle into revenue service will automatically constitute acceptance of vehicle by Purchaser. However, a Letter of Acceptance should still be sent to the Contractor prior to placing vehicle into revenue service.

n. Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

1.17 FEDERAL AND STATE TAX

The Purchaser’s are exempt from payment of Federal Excise Tax and Florida State Tax. Said taxes must not be included in the proposal price. Any other sales tax, use tax, imports, revenues, excise or other taxes which may now or hereafter be imposed by Congress, by the State, or any political subdivision thereof and applicable to the sale and delivery of the product as a result of this proposal, and which by terms of the tax law, may be passed directly to a Purchaser, will be paid by the Purchaser. Such taxes, as may be included, must be identified as to amount(s) and type of tax.

1.18 ON-LINE INSPECTIONS

The TRIPS reserves the right to perform an on-line inspection of any vehicles procured as a result of this proposal. If any defective or non-compliance items are found during the on-line inspection, the TRIPS may choose to perform subsequent on-line inspections at a date agreeable to both parties.

1.19 INDEMNIFICATION

Proposer must agree to save, keep, and bear harmless and fully indemnify any Purchaser and any of its officers, or TRIPS personnel from all damages, costs, or expenses in law or equity, that may at any time arise or to be set up, for any infringement of the patent rights of any person or persons in consequence of the use by a Purchaser or by any of its officers or proposal coordinators, of articles supplied under contract, arising from proposals submitted and which a Purchaser gives the

Contractor notice in writing of any such claims or suit and provides necessary cooperation for the defense of said claim or suit.

1.20 MOTOR VEHICLE SAFETY STANDARDS

All vehicles covered by these specifications shall be in compliance with applicable Federal Motor Vehicle Safety Standards established by the National Highway Traffic Safety Administration. The manufacturer must include in their proposal package, either a letter stating the information that will be provided on the FMVSS sticker or a letter stating that the vehicles are not subject to FMVSS. Vehicles must be in compliance with all the requirements of the laws of the State of Florida as to lighting equipment, and all warning and safety devices. In the event there are changes in the Federal Motor Vehicles Safety Standards between date of proposal and date of manufacture, any new requirements applicable at time of manufacture will be considered separately and the price for same determined by mutual agreement. In granting this, the Contractor is not relieved of the responsibility of providing the Purchaser with all available information relative to the engineering structure, and design change so affected and the impact (if any) these changes may have on the durable-useful life and attractive appearance of the vehicle to be provided per these specifications.

1.21 LIQUIDATED DAMAGES

In the event of delay in completion of the delivery of vehicles beyond the date specified, in addition to any granted extensions agreed to in writing by the Purchaser, any affected Purchaser shall assess as liquidated damages, twenty five dollars ($25.00) per calendar day per vehicle.

1.22 PARTS AND MANUALS

A supply of replacement parts for the vehicles specified must be guaranteed by the Contractor for a ten-year period from date of purchase. The Contractor shall provide Purchaser with complete **"as built"** wiring diagrams for the entire vehicle, a current service manual and a current parts manual *("as-built" drawings, service manual and parts manual may be on a CD, as determined by the Purchaser)*. These should be provided for each vehicle with a maximum of two (2) sets per Purchaser if they are purchasing more than two (2) vehicles. One (1) Operator's Manual shall be provided for each vehicle, regardless of the number of vehicles ordered by a given Purchaser. A list of any special tools or equipment will also be provided. The supplied operator's and maintenance manuals and wiring diagrams shall incorporate the options ordered on purchaser's vehicles.

1.23 ALTOONA TEST

Either a final report from the Altoona Bus Testing Center or documentation from the Federal Transit Administration stating that the vehicles are not required to undergo Altoona testing must be submitted with each proposal.

1.24 TITLING VEHICLES

Unless specified otherwise, Vehicles shall be titled to the Purchaser with the Florida Department Transportation, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 listed as the only lien holder.

The Contractor shall be responsible for applying for Title and purchasing a license tag on behalf of the Purchaser.

CONTRACTUAL PROVISIONS

1.25 FEDERAL TRANSIT ADMINISTRATION FUNDING

Any contract resulting from proposal submitted is subject to financial reimbursement by the Federal Transit Administration. Accordingly, federal requirements may apply to that contract and if those requirements change then the changed requirements shall apply as required.

1.26 INCLUSION OF PROVISIONS

All provisions stated in this Invitation to Proposal and Vehicle Specifications, including any addenda, shall be considered to be included in the contract between the Purchaser(s) and the successful proposer.

1.27 REQUIREMENTS OF PROPOSERS

a. Compliance With Regulations

The successful proposer, hereinafter called the Contractor, shall comply with regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), as incorporated by reference and made a part of this Purchasing Agreement.

b. Nondiscrimination

The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, national origin or disability in the selection and retention of subcontractors,

including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the regulations, including employment practices.

c. Equal Employment Opportunity

In connection with the execution of this Purchasing Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of disability, race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their disability, race, religion color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

d. Solicitations From Subcontracts, Including Procurement of Materials And Equipment

In all solicitations either by competitive proposals or negotiation made by the Contractor for work to be performed under this proposed Purchasing Agreement, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the obligations relative to nondiscrimination on the grounds of disability, race, color, sex, religion, or national origin.

e. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit reasonable access to all its books, records, accounts, other sources of information, and its facilities as may be determined by the Proposal Administrator to be pertinent to ascertain compliance with said regulations, orders, and instructions. Included in this information shall be the manufacturer's certification of compliance with Federal Motor Vehicle Safety Standards, or if inapplicable, a written statement documenting that these standards do not apply.

Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Proposal Administrator, as appropriate, and shall set forth that efforts have been made to obtain the information.

f. Sanctions For Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the Purchaser shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding of payments to the Contractor until compliance; and/or

(2) Cancellation, termination, or suspension of the Purchasing Agreement, in whole or in part.

1.28 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. Pre-award domestic content worksheet(s) must be provided with proposal.

1.29 CARGO PREFERENCE-USE OF UNITED STATES-FLAG VESSELS

The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this Purchasing Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1.30 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 CLEAN WATER

a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

1.32 BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323© and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

b. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

d. If the manufacturer represents that the vehicle is "grand fathered" (has been used in mass transit service in the United States before October 1, 1988, and

is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

1.33 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C.§ 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

a. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Proposer/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

b. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.

c. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

1.34 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352, AS AMENDED BY THE LOBBYING DISCLOSURE ACT OF 1995, P.L. 104-65 [TO BE CODIFIED AT 2 U.S.C.§ 1601, ET SEQ.]

Contractors who apply or propose for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

1.35 ACCESS TO RECORDS AND REPORTS

The following access to records and reports requirements applies to this Purchasing Agreement:

a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the Unites States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the Unites States or any of their duly authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

d. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5303(a)1) through other than competitive proposing, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them

for the purposes of conducting an audit and inspection.

e. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. The Contractor agrees to maintain all books, records, accounts and reports required under this Purchasing Agreement for a period of not less than three years after the date of termination or expiration of this Purchasing Agreement, except in the event of litigation or settlement of claims arising from the performance of this Purchasing Agreement, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(l) (11).

1.36 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Purchasing Agreement. Contractor's failure to so comply shall constitute a material breach of this Purchasing Agreement.

1.37 CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

1.38 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6003 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1.39 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. **Overtime requirements** - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

c. **Withholding for unpaid wages and liquidated damages** - The purchaser(s) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

d. **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

e. **Payrolls and basic records** - Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and

preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

1.40 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Purchasing Agreement and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that Purchasing Agreement) pertaining to any matter resulting from the underlying Purchasing Agreement. The Contractor agrees to include the above 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 its provisions.

1.41 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C.§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying

Purchasing Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Purchasing Agreement or the FTA assisted project for which this Purchasing Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C.§ 1001 and 49 U.S.C.§ 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.42 TERMINATION

a. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the TRIPS may terminate this Purchasing Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

b. If it is later determined by the TRIPS that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of or are beyond the control of the Contractor, the TRIPS, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

1.43 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Lower Tier Covered Transactions (Third Party

Contracts over $100,000).

a. By signing and submitting this proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the TRIPS may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the TRIPS if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the TRIPS for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the TRIPS.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under Paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the TRIPS may pursue available remedies including suspension and/or debarment.

1.44 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - Lower Tier Covered Transaction

a. The prospective lower tier participant certifies, by submission of this proposal or proposal, that neither it nor its "principals" [as defined at 49 C.F.R.§ 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1.45 CIVIL RIGHTS

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C.§ 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6103, section 203 of the Americans with Disabilities Act of 1990, 42 U.S.C.§ 12132, and Federal transit law at 49 U.S.C.§ 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C.§ 2000e, and Federal transit laws at 49 U.S.C.§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C.§ 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.§ 623 and Federal transit law at 49 U.S.C.§ 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 103 of the Americans with Disabilities Act, as amended, 42 U.S.C.§ 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.46 BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this Purchasing Agreement which are not resolved by agreement of the parties shall be decided by the Florida Department of Transportation. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Florida Department of Transportation. Any appeal of decisions of the Florida Department of Transportation shall be filed and administered by the "Administrative Procedures Act," Chapter 120, Florida Statues.

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Unless this Purchasing Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the TRIPS and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida.

The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the TRIPS or the Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

1.47 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the TRIPS that Disadvantaged Business enterprises as defined in 49 CFR 26.49 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR 26.49 applies to this agreement.

The TRIPS Program Administrator on behalf of the Purchasers, or their Contractor, agree to ensure Disadvantaged Business Enterprises as defined in 49 CFR 26.49 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 agreement. In this regard, the Purchasers, or their Contractors, shall take all necessary and reasonable steps in accordance with 49 CFR 26.49 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The TRIPS Program Administrator on behalf of the

Purchasers and their Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

1.48 STATE AND LOCAL LAW DISCLAIMER

The use of many suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law. Before the suggested clauses are used in the grantees procurement documents, the grantees should consult their local attorney.

1.49 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all 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 grantees' requests that would cause the grantee to be in violation of the FTA terms and conditions.

EXHIBITS

LIST OF EXHIBITS

1. Required Forms / Certifications

2. Price Proposal Forms / Payment terms

3. FDOT District Offices

4. Vehicle Delivery Checklist

EXHIBIT 1

TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & DOCUMENTS

THE ITEMS LISTED BELOW SHALL BE INCLUDED IN ENVELOPE NUMBER 1, TECHNICAL PROPOSAL:

1. PROPOSAL ACKNOWLEDGMENT
2. PROPOSERS RESPONSE TO TECHNICAL SPECIFICATIONS
3. DESCRIPTION OF PROPOSED VEHICLE (INCLUDING PICTURES)
4. DESCRIPTION OF AFTER SALE SERVICE SUPPORT
5. MANUFACTURER'S PROPOSED TRAINING PROGRAM
6. DESCRIPTION OF WARRANTY PROGRAM
7. DESCRIPTION OF HOW MANUFACTURER ENSURES QUALITY
8. STANDARD ASSURANCES
9. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS
10. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT
11. BUY AMERICA CERTIFICATE
12. FTA BUS TESTING CERTIFICATION
13. LOBBYING CERTIFICATION
14. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION
15. MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION
16. TITLE VI CIVIL RIGHTS CONTRACTOR AGREEMENT
17. CERTIFICATION OF COMPLIANCE WITH THE ADA
18. DEBARRED PROPOSER / INTEGRITY CERTIFICATION
19. E-VERIFY CERTIFICATION
21. LIST OF TRANSIT SYSTEM REFERENCES WITH CONTACT INFORMATION

***NOTE:* PROPOSERS MUST USE THE FORMS PROVIDED. FAILURE TO DO SO WILL RESULT IN A NON-RESPONSIVE PROPOSAL.**

1. PROPOSAL ACKNOWLEDGMENT

Gentlemen:

The undersigned, as proposer, hereby declares that the only person interested in this Proposal as principal are named herein and that no person other than herein mentioned has any interest in this Proposal or in the Purchasing Agreement to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The proposer further declares that they have examined the Proposal documents and informed themselves of all conditions pertaining to this requirement and have also examined other contract documents relative thereto and has read all of the addenda furnished before the opening of the Proposal, as acknowledged below; and that they have satisfied themselves about the work to be performed.

The proposer agrees, if this Proposal is accepted, to contract with the Purchasers, to furnish all necessary materials, equipment, apparatus, means of transportation and labor necessary to provide the units covered by this Proposal and other contract documents of this project entitled:

Transit Research Inspection Procurement Services Program

TRIPS CONTRACT PROPOSAL #TRIPS-12-SNV-RFP

It is understood that the prices stated by the undersigned in the Price Proposal are one of the considerations in determining award of the Purchasing Agreement.

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of Specifications:

_____

_____

_____

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

9. STANDARD ASSURANCES

Federal Requirements for Invitation for Proposal

I, _____, representing the Proposer, certify that I have read and understand all terms and conditions of the Federal Requirements for Invitation for Proposal and, if awarded this proposal, will comply with all terms and conditions contained therein.

Comptroller General's Proposer's Certification

_____hereby certifies that they are NOT on the Comptroller General's list of ineligible Contractors. Manufacturers appearing on said list will be considered ineligible.

Other Assurances

I, _____, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license # _____.

_____ assures that equipment proposal will meet or exceed all specifications, and that all equipment and items specified in the vehicle specifications arrive with the vehicle at time of delivery to the Purchaser.

_____ assures that local representation of the manufacturer has been secured and will be liable for warranty work on the vehicle(s).

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

10. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The proposer or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

11. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

(Applicable to purchases over $100,000.00)

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The proposer or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

12. BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a proposal or offer exceeding the small purchase threshold for Federal assistance programs, currently set at $100,000.)

Certificate of Compliance

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

13. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323© and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

14. CERTIFICATION REGARDING LOBBYING

(To be submitted with each proposal or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq*.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C.§ 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C.§ 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

DEALER	**MANUFACTURER**
Signature of Contractor's Authorized Official:	**Signature of Contractor's Authorized Official:**
_____	_____
Name and Title of Contractor's Authorized Official:	**Name and Title of Contractor's Authorized Official:**
_____	_____
Date_____	**Date**_____

15. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION

The proposer, if a transit vehicle manufacturer (TVM), hereby certifies that it has complied with the requirements of 49 CFR, Section 26.49 by submitting an annual DBE / WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not approved by FTA.

The proposer, if a Dealer or non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR~ Section. 26.49.

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

NOTE: ***An approved annual FTA certification must be received before a contract extension can be considered for each year.***

16. MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

Certification of Compliance with all safety related items contained in **Part 2**: **Technical Specifications.**

The Proposer hereby certifies that it shall comply with the safety related requirements contained in **Part 2**: **Technical Specifications** (reference Federal Register Vol. 47, No. 195, Oct. 7, 1982 FTA Docket Nov. 81-3).

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

17. TITLE VI CIVIL RIGHTS ACT OF 1964

CONTRACTOR AGREEMENT

During the performance of this Purchasing Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 2 l, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Purchasing Agreement.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, including procurement of materials and equipment: In all solicitations either by competitive Proposal or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Purchasing Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or disability.

(4) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the TRIPS, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

17. TITLE VI CIVIL RIGHTS ACT OF 1964

CONTRACTOR AGREEMENT

(5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the TRIPS shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

(a) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Purchasing Agreement, in whole or in part.

(6) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the TRIPS or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the TRIPS to enter into such litigation to protect the interests of the TRIPS, and in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

18. CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

The Proposer hereby certifies that it shall comply with all requirements contained in **Part 2: Technical Specifications** relating to bus design or special equipment required by the Americans with Disabilities Act of 1990.

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

19. DEBARRED BIDDERS / INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

1. Lower tier participant certifies, by submission of this bid proposal, that neither it nor its "principals" (as defined at 49 CFR Part 29) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DEALER

Date _____

Signature_____

Company Name_____

Title_____

MANUFACTURER

Date _____

Signature_____

Company Name_____

Title_____

20. E-VERIFY CERTIFICATION

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

DEALER	**MANUFACTURER**
Date _____	Date _____
Signature_____	Signature_____
Company Name_____	Company Name_____
Title_____	Title_____

21. LIST OF TRANSIT SYSTEM REFERENCES AND CONTACT INFORMATION

DEALER

1.

2.

3.

4.

5.

MANUFACTURER

1.

2.

3.

4.

5.

EXHIBIT 2

PRICE PROPOSAL FORMS

INSTRUCTIONS FOR COMPLETING PRICE PROPOSAL FORMS:

The following proposal forms must be completed by proposer and submitted in

ENVELOPE 2, PRICE PROPOSAL:

1. Price Proposal Form A - Base Vehicle Specifications and Price
2. Price Proposal Form B - Individual Prices of Options
3. Price Proposal Form C - Summary of Proposed Totals from Forms A and B
4. Price Proposal Form D - Terms of Payment

Proposers must enter a dollar amount in the appropriate spaces on ALL proposal forms. Entries such as “not applicable” or “not available” are not acceptable and will cause your proposal to be non-responsive. If there is no charge for a particular option, a zero (0) should be entered in the appropriate space. An option’s availability / applicability to this proposal will be determined by the FDOT.

Price Proposal Form A

Proposal Form A shows the pricing of the base vehicle. The proposal price of the base vehicle will be entered in the “Price per Item” column. This figure will be carried to Proposal Form C for the Total Proposal Price.

Price Proposal Form B

Proposal Form B is a list of all of the available options as explained in Part 3. The proposer will simply provide the amount that each option will cost (per item) in the “Price per Option” column. All amounts in the “Price per Option” column will be summed and entered at the bottom of the form in the “Total” line. This total will be carried to Proposal Form C for the Total Proposal Price.

Price Proposal Form C

Proposal Form E is a summary of the total proposal prices from Proposal Forms A and B. The information is inserted on the designated line and summed to produce the “Total Proposal Price.”

Price Proposal Form D

Proposal Form D is the Terms of Payment and must be completed by the Proposer.

PRICE PROPOSAL FORM A

(Vehicle Specifications)

PP1	Proposed Chassis GVWR (in pounds)	_____
PP2	Overall length (excluding help bumpers)	_____
PP3	Overall width (dual rear wheel)	_____
PP4	Overall width (less DRW fenders)	_____
PP5	Headroom, minimum 74”	_____
PP6	Door Width, minimum (clear) 30”	_____
PP7	Door Height, minimum 80”	_____
PP8	Overall Height, maximum 120’’	_____
PP9	PASSENGER SEATS:	
	Seating Capacity of floor plans – minimum / maximum	____/____
	Seated Adult Capacity minimum / maximum	____/____
	Wheelchair positions minimum / maximum	____/____
	Seated Knee Room forward, minimum 26”	____
	Seated Width per seat, minimum 17”	____
	Cushion Height above finished floor, minimum 17.5”	____
	maximum 18.5”	____
PP10	STEPS:	
	Ground to first step maximum 12’’	_____
	Riser height- maximum 8’’	_____
	Tread depth- minimum 9 ½	_____
PP11	Cab Door & Front Passenger side seat deleted (Yes or No)	_____
PP12	Air Bag, Frontal, Driver’s side only (Yes or No)	_____
PP13	Mirror, Inside Rearview Day/Night (Yes or No)	_____
PP14	Capacity of fuel tank in OEM Location – largest gallon capacity	_____

PP15 Tires and Wheels shall be standard OEM size and load range for the GVWR of the proposed chassis. Tire size: _____
Wheel size: _____

PRICE PROPOSAL FORM A (continued)

(Base Gas Engine Vehicle Price)

Base Vehicle	**PRICE**
Special Needs Type Vehicle Chassis ***Seating Capacity** _____ **Chassis Manufacturer** _____ **Chassis GVWR** *(pounds)* _____ **Vehicle length** *(inches)* _____	**$ 0.00**

NOTE:

*Maximum seating for this vehicle

PRICE PROPOSAL FORM B

OPTIONS

ITEM	DESCRIPTION	PRICE
3.2.2.2	Compressed Natural Gas (CNG) Engine meeting current EPA requirements Size:_____Make:_____Manufacturer:_____	
3.2.2.3	Manufacturers Extended Warranty *(also detail coverage in miles and months)*	
3.2.9.1	Aluminum wheels	
3.2.19.3	Extend the length of the standard seat belts provided	
3.2.25.4	Reverse camera and monitor backing system: Manufacturer_____	
3.2.28.2	HawKEye (or approved equal) Reverse Assistance System	
3.2.30.8	Electrically powered wheelchair ramp	
3.2.31.3	SURE-LOK Titan wheelchair restraint system	
3.2.31.3	Q'straint QRTMAX wheelchair restraint system	
3.2.42.0	Other Manufacturer options available	
3.2.42.1		
3.2.42.2		
3.2.42.3		
3.2.42.4		
3.2.42.5		
	Total Options	

PRICE PROPOSAL FORM C

SUMMARY OF PROPOSED TOTALS FROM

PRICE PROPOSAL FORMS A and B

The undersigned Proposer agrees to furnish the equipment in accordance with the specifications and proposal requirements contained in this package.

All options and vehicle specifications have been carefully examined and the costs shown in Proposal Forms A and B of this proposal. These combined costs, as shown below, constitute the Total Proposal Price for this package.

DESCRIPTION OF THE TOTAL PRICE

TOTAL FROM PRICE PROPOSAL FORM A _____

TOTAL FROM PRICE PROPOSAL FORM B _____

TOTAL PROPOSAL PRICE _____

Date _____

Signature_____

Company Name_____

Title_____

PRICE PROPOSAL FORM D

TERMS OF PAYMENT

The following terms of payment are proposed:

The agencies will submit their portion of the purchase price (local match) to the 5310 administrator at CUTR when the vehicle order is placed.

1. A 2% (24% per annum) service charge will be added to all past due accounts.

2. Total proposal price is based on payment terms of net sixty (60) days after acceptance of each vehicle. If Contractor has not received payment in full within the 60 day period following acceptance of vehicle, agencies will incur the 2% monthly service charge beginning on day 61.

The undersigned understands that any condition stated above, clarification made to the above or information submitted on or with this form, other than that requested, will render the proposal unresponsive.

Date _____

Signature_____

Company Name_____

Title_____

EXHIBIT 3

FDOT DISTRICT OFFICES

Julia Davis
FDOT District One
PO Box 1030
Fort Myers, FL 33902-10
(239) 461-4300

TBD
FDOT District Two
2198 Edison Avenue, MS 2813
Jacksonville, FL 32204
(904) 360-5687

Kathy Rudd
FDOT District Three
1074 Hwy 90
Chipley, FL 32428-0607
(850) 638-0250 x549

Jayne Pietrowski
FDOT District Four
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
(954) 777-4661

Karen Paul
FDOT District Five
133 S. Semoran Blvd.
Orlando, FL 32807
(407) 482-7858

Ed Carson
FDOT District Six
1000 N. W. 111th Ave., Room 6105
Miami, FL 33172
(305) 470-5255

Tracy Dean
FDOT District Seven
11201 N. McKinley Dr.
Tampa, FL 33612-6403
(813) 975-6195

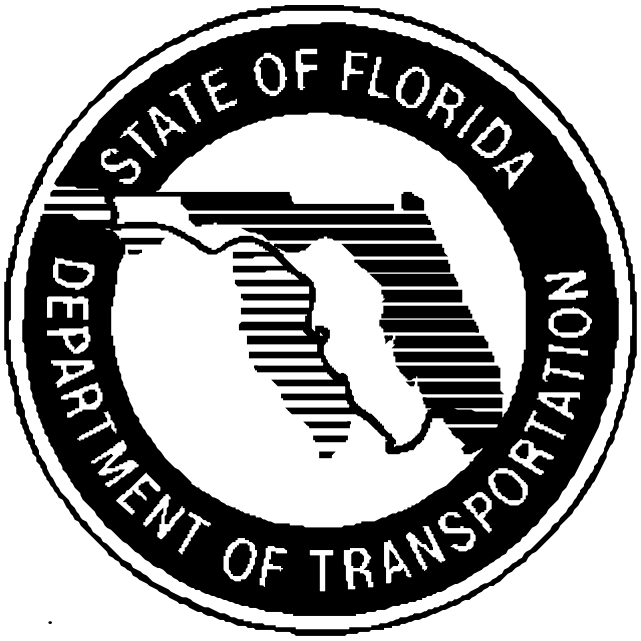
EXHIBIT 4
VEHICLE DELIVERY CHECKLIST

The below items must be presented at time of delivery of vehicle to agency or vehicle will be considered non-acceptable.

- ❑ Vehicle properly serviced, clean and in first class operating condition. Includes front end alignment, wheels balanced, unnecessary stickers removed
- ❑ Proper "Application for Registration"
- ❑ GVWR - either on Certificate of Origin or Registration
- ❑ Four Wheel Weight Analysis Certification
- ❑ Odometer Certification
- ❑ "As Built" Wiring diagrams and chassis electrical manuals
- ❑ Service, chassis service and "As Built" Parts manuals
- ❑ Operator's manual
- ❑ Dealer Invoice
- ❑ Spare key(s)
- ❑ Bill of sale
- ❑ Warranty papers (forms, policy, procedures)
- ❑ Maintenance schedule
- ❑ Post-Delivery Audit documents-
    - o Buy America Certificate and documentation annotating percentage breakdown and percentages, location and items present during final assembly (post-delivery breakdown document)
    - o FMVSS
    - o Specifications
    - o Blank Acceptance / Rejection Notification

PART 2

TECHNICAL SPECIFICATIONS



Contract #TRIPS-12-SNV-RFP

Special Needs Transit Vehicles

TECHNICAL SPECIFICATIONS

#TRIPS-12-SNV-RFP

SPECIAL NEEDS TRANSIT VEHICLES

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>><<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

PROPOSAL SUBMITTAL INSTRUCTIONS

This document was written in Microsoft Word. If you are unable to prepare the response in Microsoft Word, please contact the Contract Administrator at 813-974-6693 for an alternative method. In submitting a Proposal, for the remainder of Part 2 below, note after each numbered section whether your proposal Exceeds, Meets, or Does Not Meet, the technical specification and add any related comments. Using Microsoft Word software, cut and paste each response in RED as per the following format:

***Our specification being proposed for the section above** (circle one below):*

EXCEEDS MEETS DOES NOT MEET

Comment:

Do not submit manufacturer brochures for any component or product The Evaluation Committee will request additional information as desired.

>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>><<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

2.1.0 GENERAL INFORMATION

2.1.1 The purpose of these specifications is to describe a purpose built low floor vehicle. Its intended use is as a paratransit vehicle, providing public transportation for a minimum four (4) ambulatory passengers and having the capability to accommodate two (2) passengers seated in mobility aids, in addition to the driver. Proposal shall include GVWR and GAWR along with the body length and seating capacity.

Each Proposal shall include a listing of all Standard Features, Safety and Security Features and Accessibility Features to be provided as standard on this contract. A separate form in this RFP is provided to list Optional Features available and their related pricing.

The first SNV produced under this agreement shall be considered the "prototype" SNV. After inspection of this vehicle, TRIPS reserves the right to mandate changes to the electrical system wiring, related components and general quality control finishes. Contract language will be revised to reflect these changes and subsequent manufactured vehicles shall include all changes as standard in production.

2.1.2 The vehicle shall conform in all respects to State of Florida Motor Vehicle laws (including, but not limited to, Chapter 316, Florida Statutes, Safety rules of the Department of Transportation, Chapter 14-90, promulgated under the requirements of Chapter 341, Florida Statutes) and the American with Disabilities Act, Title 49 Code of Federal Regulations, parts 38, Accessibility Specifications for Transportation Vehicles, Subpart B-Vehicles, Vans and Systems. This vehicle shall also comply with 40 CFR Parts 85 & 86 Air Pollution and Emission Standards for New Vehicles. Compliance with all applicable Federal Motor Vehicle Safety Standards shall also be required. The successful bidder will be required to provide any and all results of testing accomplished under the final rules issued by the Federal Transit Administration, 49 CFR.

2.1.3 All parts, components and accessories shall be new. All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. The exhaust system and drive line shall be free from primer. Any sub-component installed underneath the vehicle shall not be primed.

2.1.4 All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. All fasteners used in the vehicle shall be backed by a Certificate of Quality by the manufacturer and have been found to be in accordance with all SAE and ANSI specifications.

2.1.5 The vehicle shall be purpose built to meet all applicable ADA requirements. The FDOT will not allow cutting of the chassis or body to install a Wheelchair Ramp or to modify door height. The FDOT will not allow re-certification of the chassis OEM GVWR and GAWR. Any vehicle that exceeds the OEM GVWR and/or GAWR will not be accepted.

2.1.6 Proposer shall submit how the GVWR is determined.

2.1.7 Manufacturer will be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants.

2. Check all fluid levels to insure proper fill.

3. Adjust the engine for proper operating condition.

4. Inflate tires to proper pressure.

5. Check to insure proper operation of all components, accessories, gauges, lights, and mechanical and hydraulic features.

6. Cleaning of vehicle, and removal of all unnecessary stickers and debris.

7. Full front-end alignment utilizing heavy duty equipment and experienced trained technicians to perform proper alignment. All wheels shall be balanced, including spare tire. This alignment is to be performed only after vehicle is built complete and is at full curb weight. Vehicle shall be delivered with fully adjustable front end components installed to allow alignment in the field without replacing any components.

8. Focusing of headlights utilizing equipment designed for this purpose.

2.1.8 Manufacturer shall certify that it:

1. Has in operation or has the capacity to have in operation, a manufacturing plant.

2. Has adequate engineering personnel, or has the capability to have such personnel, to satisfy any engineering or service problem that may arise during the warranty period. Bidder must supply in proposal the number of engineers along with their designated areas of responsibilities.

3. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time

2.1.9 Dealer will be required to submit data which tracks the progress of each individual vehicle through the procurement and production process, from receipt of order through delivery and acceptance of each individual vehicle by the agency. See Part 2, **Exhibit 1: TRIPS Database Dealer Requirements,** for information describing the process for Dealers to submit individual vehicle status data to the TRIPS Database Center.

2.1.10 Dealer shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Correct and repair all deficiencies noted in the TRIPS Pre-delivery Inspection Report conducted on each individual vehicle at its Springhill Vehicle Inspection Research & Testing facility in Tallahassee. All repairs must be completed before delivery to Purchaser. The Dealer must enter detail of the repair action into the TRIPS Database Center for the specific VIN of each vehicle inspected by TRIPS Staff.

2. Check all fluid levels to insure proper fill levels.

3. Adjust the engine for proper operating condition.

4. Inflate tires to proper pressure.

5. Check to insure proper operation of all components, accessories, gauges, lights, and mechanical and hydraulic features.

6. Cleaning of vehicle, and removal of all unnecessary stickers, markings and debris.

2.1.11 All sub component units installed such as, but not limited to, restraint systems, event data recorders, and any other subcomponent installed by the vehicle manufacturer shall be installed per the sub-component manufacturer's installation instructions. All subcomponent manufacturer Installation Instructions must be submitted to TRIPS prior to the first vehicle being delivered from this contract.

2.2.0 ENGINE

2.2.1 Gasoline engine shall be manufacturer's standard for this size SNV considering components and accessories proposed. The proposed engine must give satisfactory performance over terrain encountered in Florida with maximum passenger load. Manufacturer shall propose engine horsepower and torque.

2.2.2 A Compressed Natural Gas (CNG) engine, which is the manufacturer's standard for this size SNV considering components and accessories proposed, must be provided as an alternative fuel option. The specified engine must give satisfactory performance over terrain encountered in Florida with maximum passenger load. Manufacturer shall propose engine horsepower and torque. TRIPS reserves the right to accept hybrid drive-train

system and/or other alternative fuel engines when offered by the manufacturer during the term of this contract.

2.2.3 Manufacturer extended warranty **(See Part 3: Options).**

2.2.4 Heavy-duty, minimum 4-speed, automatic, overdrive transmission, and the most extreme duty cycle available from OEM, compatible with the engine specified, is standard. Gross input power, gross input torque and rated input speed shall be compatible with the engine specified.

2.3.0 COOLING SYSTEM

2.3.1 Radiator and cooling system shall be the heaviest duty available, with a coolant recovery system factory installed; 50-50 mixture of factory specified antifreeze and water for engine protection to -20 degrees Fahrenheit, and a thermostatically controlled fan.

2.4.0 EXHAUST SYSTEM

2.4.1 The vehicle shall be equipped with a stainless steel exhaust system which meets or exceeds FMVSS and EPA noise level and exhaust emission (smoke and noxious gas) requirements.

2.5.0 INTENTIONALLY LEFT BLANK

2.6.0 SUSPENSION

2.6.1 Suspension shall be manufacturer's standard. It must be load rated for the GVWR of the size SNV involved.

2.7.0 AXLES

2.7.1 Axles shall be manufacturer's standard. Axle must be load rated for the GVWR of the size SNV involved.

2.8.0 BRAKES

2.8.1 Service brake shall meet all applicable FMVSS standards that apply to the vehicle proposed.

2.8.2 The parking brake shall meet all applicable F MVSS standards that apply to vehicle proposed.

2.9.0 TIRES & WHEELS

2.9.1 Steel wheels shall be standard. Aluminum wheels shall be provided as an option **(See Part 3: Options).**

2.9.2 A spare tire, mounted and balanced on the same size and type wheel assembly of the tires mounted on SNV, shall be provided as standard and shipped loose with each vehicle. The spare tire shall be covered and secured so as not to damage the interior of the SNV in shipment.

2.10.0 ELECTRICAL

2.10.1 The vehicle shall be equipped with a heavy-duty (12 volt) electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws (due to lights, wheelchair Ramp, 4-way flashers, air conditioning, or heater, and other accessories in constant operation). The entire electrical system, shall comply with CFR 49 sections 393.29, 393.30, 393.31, 393.32, and 393.33 respectively.

2.10.2 OEM alternator is standard. Alternator must be capable of producing this level of output with alternator surface temperatures up to 220 degrees Fahrenheit. Manufacturer shall perform testing of total amperage draw on all vehicles under this contract to ensure compliance.

2.10.3 The vehicle shall have a single 750 CCA battery (minimum) located in a readily accessible area for maintenance and/or replacement. All battery cable connections shall be coated to prevent corrosion. Battery must be date stamped and be no older than 1 year from delivery date.

2.10.4 A reverse direction alarm (BUA) in compliance with SAE J994b with respect to acoustical performance for a Type B device, but emitting at least 7dbb (A) plus or minus 4db with a supply of 14 volts shall be installed. Conformity to the environmental test stipulated by the SAE shall not be required.

2.11.0 WIRING HARNESS & ROUTING

2.11.1 All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load. Each wire is to be color-coded and permanently labeled at least every (18) inches to identify their function. All circuits shall be fuse protected. All electrical accessories except the radio and lights shall be wired through the ignition and must shut off when the engine is off. All exposed terminals and wiring shall be protected from the elements using sealed terminals. Exposed wires shall be wrapped or loomed in corrosion and moisture-resistant material. All connectors shall be environmentally sealed high impact plastic pin connectors. Each vehicle shall contain a set of detailed

wiring schematics that indicate the color and function system by system for easy troubleshooting.

2.12.0 FDOT CRASH AND SAFETY TESTING STANDARDS

2.12.1 Proposer shall meet all current FMVSS Crash and Safety testing standards for this type of vehicle. Written certification that the vehicles supplied through this bid proposal will be in compliance must accompany this proposal.

2.13.0 FLOOR

2.13.1 The interior shall be a OEM stamped metal floor to provide a smooth surface for flooring attachment and to minimize interior noise.

2.13.2 Proper insulation shall be used to prevent heat from the exhaust entering the passenger compartment.

2.13.3 The entire body frame under structure of the vehicle shall be primed on all surfaces, allowing the primer to cover all metal surfaces, applied at the time of manufacture.

2.14.0 DOORS

2.14.1 Vehicle shall be equipped with manually operated single, left and right-side mounted (behind left and right-side front passenger doors) doors.

2.14.2 Doors must maintain seal to prevent the entrance of air, water and other elements and must be capable of being opened from the inside.

2.14.3 Doors must have a minimum opening of 36” and a minimum door clearance height of 56”

2.14.4 The Ramp Door shall be equipped with an Interlock System.

2.15.0 Intentionally Left Blank

2.16.1 All glass shall be OEM and meet all FMVSS requirements that pertain to this vehicle.

***NOTE: Maximum tinting shall be 31% light transmittance.**

2.17.0 LIGHTS

2.17.1.0 Exterior Lights

2.17.1.1 All exterior lighting shall be OEM.

2.17.2.0 Interior Lights

2.17.2.1 All vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B.

2.18.0 REFLECTORS

2.18.1 Reflectors shall be size, type color and location required to comply with the requirements of FMVSS - 108

2.19.0 SEATING

2.19.1 Driver's seat shall be a 6 way adjustable commercial driver seat.

2.19.2 Rear Seating shall be Standard three (3) passenger capacity, all passenger seats shall be made of durable type materials that can be cleaned easily, fully padded for occupant comfort and retention.

2.19.3 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased **(See Part 3: Options).**

2.20.0 FLOOR COVERING

2.20.1 Shall be durable nonskid transit-type flooring. Proposer to submit floor type being offered.

2.21.0 INTERIOR FINISH

2.21.1 All interior panels shall be OEM. Panel fastening devices shall match the color of the panels. The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges.

2.21.2 All interior materials must comply with FMVSS-302.

2.22.0 CONTROLS AND SWITCHES

2.22.1 All controls and switches shall be OEM standard. They shall be permanently labeled for quick and unmistakable identification. Glued identification decals are not acceptable. All controls and switches shall be lighted for night time operation in such a way as to prevent glare in the windshield or driver's side windows. The gauges and alarms required are further described in **Part 2, Exhibit 2: Instruments.**

2.23.0 HEATER/DEFROSTER

2.23.1 Heater hose shut off valves shall be OEM.

2.23.2 Heater hoses shall be of top quality OEM material.

2.23.3 Hoses shall be protected and supported by approved clamps in all locations where they are close to or pass through metal frame members to prevent chafing. Hoses shall be shielded against heat at any location where they pass over or near any part of the exhaust system.

2.24.0 SUN VISOR

2.24.1 Sun visor shall be padded type, fully adjustable, to provide sun glare protection at the windshield or the driver/passenger side window. A friction device shall hold it securely in either location and in any position during travel over rough road surfaces.

2.25.0 MIRRORS

2.25.1 Left and Right exterior mirrors shall be power adjustable from the driver's seat.

2.25.2 One 10"Day/Night OEM rear view mirror shall be windshield mounted.

2.25.3 All mirror mountings will be sufficiently rigid to prevent viewing distortion due to vibration. Exterior mirror mountings shall permit moving out of position to prevent mirror damage from automatic vehicle washers or designed in such a manner that would prevent damage.

2.25.4 Provide Reverse camera and monitor backing system as an option **(See Part 3: Options).**

2.26.0 EXTERIOR FINISH

2.26.1 All welds shall be chipped to remove slag. All metal parts shall be de-greased and properly cleaned and sanded in preparation for painting. All metal surfaces shall be sprayed with primer. Parts and surfaces that will be covered in the finished vehicle shall be given a second coat of primer to prevent corrosion as much as possible. If any parts are pre-primed prior to assembly and should any welding be done during assembly then the weld shall be chipped. The weld and the surrounding area shall be primed again.

2.26.2 All surfaces that will be exposed on the finished vehicle shall be properly sanded prior to finish color paint application. Finished color paint brand and

description shall be proposed. The proposals shall also include a description of the manufacturer's painting procedure

2.26.3 Proposals shall include samples of the manufacturer's most popular paint schemes, as noted in **Part 6, Paint Schemes.**

2.27.0 RUST PROOFING

2.27.1 The entire underbody, including wheel housings shall be rust proofed with Primer. Provide the product manufacturer and the process of application.

2.27.2 Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft.

2.28.0 BUMPERS

2.28.1 Front and Rear bumpers shall be OEM impact resistant.

2.28.2 Provide Reverse Assistance System bumper as an option (**See Part 3: Options)**

2.29.0 AIR CONDITIONING

2.29.1 The air conditioning equipment **must** be capable of cooling the vehicle to meet or surpass the minimum requirements of **Part 2, Exhibit 4: Air Conditioning Pull-Down Test Procedure**.

2.30.0 WHEEL CHAIR RAMP

2.30.1 The wheel chair Ramp, its design, installation and operation shall comply with the Americans with Disabilities Act (ADA), Regulations and Requirements, as amended (Title 49 Code of Federal Regulations, Part 38, Subpart B, Section 38.23) and 49 CFR Part 571, and Florida Rule Chapter 14-90 [Equipment and Operational Safety Standards Governing Public-Sector Vehicle Transit Systems]. *General guidelines for the ramp are provided below. Omission in this guidance does not relieve proposer from compliance requirements of the ADA or Florida Statue – Chapter 14-90.*

2.30.2 Vehicle shall be equipped with a manually deployed ramp with a minimum usable width of 30" and a slope that meets the requirements of ADA, 49 CFR.

2.30.3 Ramp shall have a rated capacity of 600 lbs (Minimum).

2.30.4 The Ramp components, including the platform, shall be easily disassembled to facilitate repairs and replacement of parts.

2.30.5 Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off the ramp edge. Ramp shall also have a strip of two (2) inch reflective tape on each side of the ramp.

2.30.6 All ramp manufacturers or installers shall legibly and permanently mark each wheelchair ramp assembly with the following minimum information in a location easily visible without deploying the ramp:

1. The manufacturers name and address.

2. The month and year of manufacture.

3. A certification that the Wheel chair Ramp and installation conforms to State of Florida requirements applicable to accessible vehicles.

2.30.7 An audible warning signal shall be activated in the vehicle in the event that the ramp doors are opened and the interlock is not engaged.

2.30.8 Provide an electrically powered Ramp as an option. (**See Part 3: Options).**

2.31.0 SECUREMENT DEVICES

2.31.1 Securement devices, their design, installation and operation shall comply with the Americans with Disabilities Act (ADA), Regulations and Requirements, as amended (Title 49 Code of Federal Regulations, Part 38, Subpart B, Section 38.23) and 30 mph/20G impact Test Criteria per SAE J2249. *General guidance for securement devices is provided below. Omission in this specification does not relieve the bidder from compliance requirements of the ADA and SAE J2249.*

2.31.2 In vehicles with securement device or system for mobility aid devices shall face toward the front of the vehicle.

2.31.3 Retractors shall be heavy duty with heat treated components and a metal or impact resistant plastic housing. Q'straint QRTMAX shall be the preferred retractor, with SURE-LOK Titan, as optional: agency given the option of selection.

2.31.4 The retractor shall be complete with combination retractor straps with height and vertical adjustment for securing the wheelchair or mobility aid and two retractors for the occupant restraint system.

2.31.5 The wheel chair mobility aid retractors shall be equipped with self-adjusting tension controllers for tightening and have the ability for quick release.

2.31.6 The wheelchair or mobility aid retractors shall be equipped with “S” or “J” hooks to simplify operation.

2.31.7 The wheel chair or mobility aid retractors shall be capable of being mounted directly to the vehicle structure using a retractor mounting kit. Q’Straint retractors, with the flush mounted L- Track anchorage system, is preferred.

2.31.8 The occupant restraint system shall be equipped with a height adjuster for the shoulder belt, having a vertical adjustment of approximately 12 inches.

2.31.9 The tie-down system shall be able to secure a standard wheelchair or mobility aid in less than 10 seconds. A set of four (4) “webbing loops” is to be provided at each station.

2.31.10 The retractor securement system shall meet the following requirements:

1. 30MPH/20G impact test criteria per SAE J2249; and

2. 49 CFR Part 38 Americans with Disabilities Act (ADA).

2.31.11 The occupant restraint system shall meet the following requirements when used in conjunction with the retractor system:

1. Federal Motor Vehicle Safety Standards (FMVSS209 & MVSS302);

2. 49 CFR Part 38 Americans with disabilities Act (ADA); and

3. 30MPH/20G impact test criteria SAE J2249.

4. Floor attachments shall be installed according to appendix F in SAE J2249.

Proposer shall submit test results of the SAE J2249 testing

2.31.12 Storage containers for restraint system belts and instructions for use of restraint system shall be included and mounted in safe and convenient location.

2.31.13 Manufacturer shall install all restraint hardware provided (including under floor backer plates) by the sub-component supplier and by the instructions provided by the sub-component supplier. All securement stations must be ADA compliant.

2.32.0 SAFETY EQUIPMENT

Each vehicle shall be provided with the following equipment as standard:

2.32.1 Provide a Zee Deluxe Medical Truck Kit, or approved equal, (see **Part 2, Exhibit 3: *ZEE Medical Kit Supplies)***, mounted in an accessible location.

2.32.2 Provide a Fire Extinguisher, 5 pound rechargeable ABC type, with charge status gauge and decal noting most recent charge date. This unit shall be mounted in an easily accessible interior location near the driver's position and/or vestibule areas.

2.32.3 Provide Warning Triangles, reflective type, three (3) unit kit, secured in a location readily accessible to the driver.

2.32.4 Provide two (2) Seat Belt Cutters, mounted in an accessible location, one near the wheelchair ramp and the other accessible to the driver.

2.32.5 Provide a Blood Pathogen/Bodily Fluid Spill Kit, secured in a location readily accessible to the driver, and manufactured by the First Aid Only Company, or approved equal. The Kit must meet federal OSHA regulation 29CFR1910.1030(d)(3)(i).

2.32.6 Provide a Jones Oxygen Tank Holder, MOR/ryde International MR56-141, as an option. Dealer to install at a location selected by Purchaser.

2.32.7 A Signal Quest or approved equal, meeting FDOT data configuration specifications, vehicle data recorder part # SQ-RPS-0008 shall be provided as standard equipment. System should be a G-force accelerometer monitor and recorder as standard, configured with 2 Accelerometer devices allowing it to detect and record G-forces in 3 axes, front/rear – left/right – up/down. System should also provide the following inputs: reverse, brake and left and right turn signals. Data shall be recorded and retained for a maximum of 60 seconds before and 15 seconds after an event.

EXHIBITS

Exhibit 1

TRIPS Database Dealer Requirements

The Florida TRIPS (Transit- Research- Inspection- Procurement Service) Database is managed by the Florida Department of Transportation (FDOT) and administered by the Center for Urban Transportation Research (CUTR) in Tampa. The TRIPS Database is an online application developed to record the vehicles purchased through the TRIPS Program. Type of information collected include: Purchase Order data, Vehicle Description, Vehicle Status, Pre-delivery Vehicle Inspections Defects and Warranty issues.

The TRIPS Database can be found at www.cutr.usf.edu/fvpp2 .

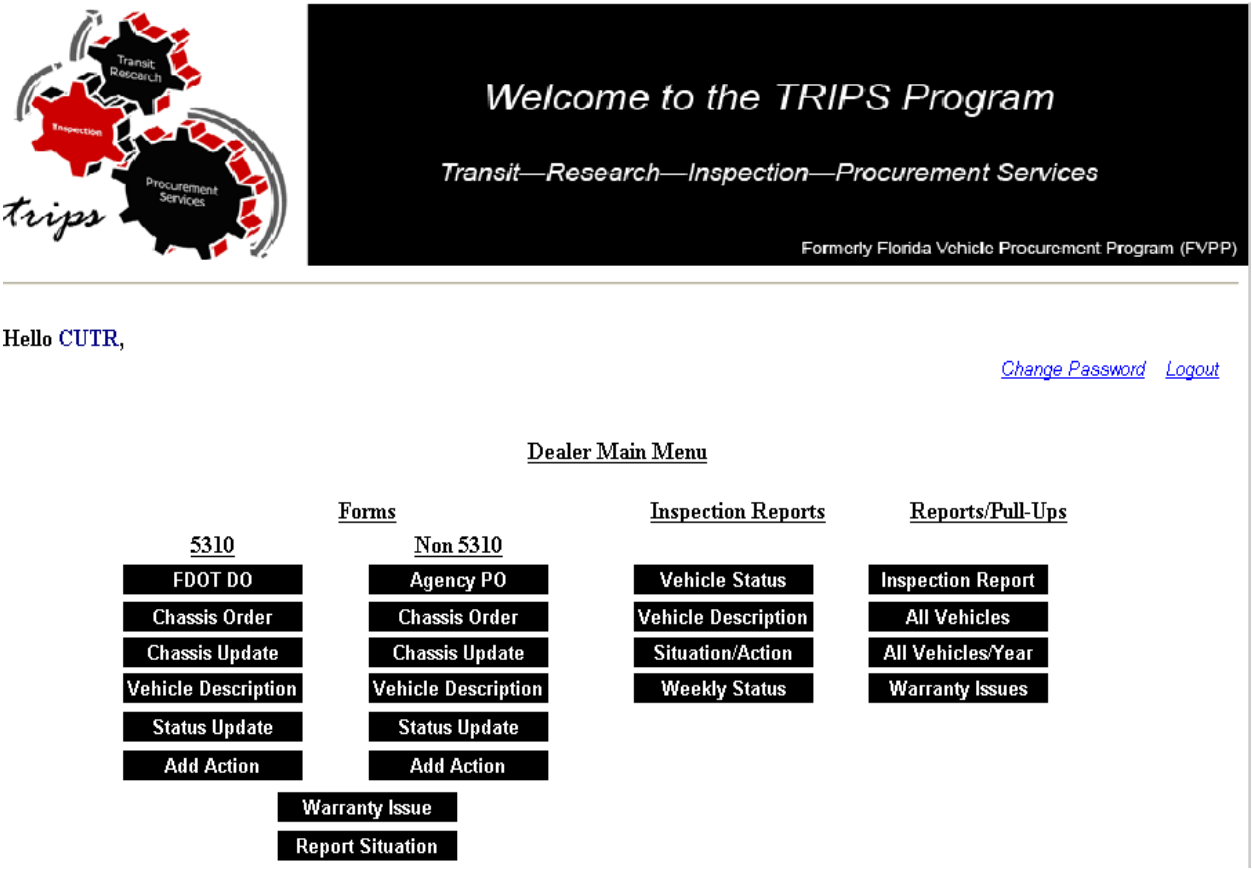
The Dealer is required to enter their vehicle information into the database. The type of data that needs to be entered includes the DO number for a 5310 vehicle and the Purchase Order information if the vehicle is a Non-5310. For both 5310 and Non-5310 the dealer is required to enter data into the Chassis order form (vehicle body serial number and VIN number), the vehicle description form and vehicle status update form.

All vehicle data must be entered into the TRIPS database prior to its delivery to TRIPS Springhill Bus Inspection & Testing facility, located in Tallahassee, FL. VIN#'s must be entered into the TRIPS database within 10 days after issuance of the PO. Any vehicles arriving at the TRIPS Springhill facility without the VIN# in the database will not be inspected until this information is complete in the TRIPS Database. ***Failure to enter prescribed vehicle information into the TRIPS database will result in contract suspension after two (2) violations.***

After the vehicle has been inspection, the dealer is required to enter all actions taken to correct defects found on the vehicle during the TRIPS vehicle inspection in the Action Taken Form.

The Dealer is also required to report warranty issues with the vehicle after the vehicle has been delivered and report the actions taken to fix these issues during the entire warranty period.

The Dealer page also provides reports for individual vehicle and reports for all vehicles sold by the dealer. Description of the forms and reports on the dealer page are provided below.



DEALER FORMS

FDOT Form
Applicable only to 5310.Tthis form submits the Agency Name, PO#, DO# and DO Issue date.

Agency PO Form
Applicable only to non-5310, this form submits information on the vehicle purchased.

Chassis Order Form
Common to both 5310 and non-5310 vehicle, this form requires the Body Serial number and VIN number of the vehicle.

Chassis Update Form
This form allows the dealer to update or correct an already entered VIN number or Body Serial number.

Vehicle Description
This form describes what is on the vehicle; seats, engine type, wheelchair lift etc.

Vehicle Status Update Form
This form allows the dealer to update the current status of the vehicle's production.

Add Action Form
Reports the Action Taken on an already existing situation such as defects found during the inspection or warranty issues.

Warranty Issues
This form is used to report vehicle warranty-related issues.

New vehicle situation form
For a vehicle that has not been put into the database using any of the forms above, a situation could be reported using this form.

DEALER REPORTS

Vehicle Status Report
The Vehicle Status report contains purchase order information about the selected vehicle.

Vehicle Description Report
The Detailed Vehicle Record report contains information about the selected vehicle.

Vehicle Inspection Issues Report for a Selected Vehicle
The Vehicle Inspection Issues Report provides information about the selected 'Situation' and it's 'Action Taken' for a selected vehicle.

Vehicle "Weekly Status" Report for a Selected Vehicle
The Weekly "Vehicle Status" Report provides the status of the vehicle and date updated.

Inspection Report
This report pulls up all the inspection-related information of a vehicle

Comprehensive Vehicle List

This list pulls up the details of all vehicles under your dealership.

Chassis Year Pull Up
Almost similar to the comprehensive list, this list allows the dealer to view the list of vehicles during a specific year.

Warranty Issues Pull Up
This option generates a list of all vehicles which have been reported to have warranty issues.

Exhibit 2

Instruments

DISPLAY	GAUGE	LIGHT(S)	AUDIBLE
VOLTMETER	**X**	**X**	
HIGH ENGINE WATER TEMP	**X**	**X**	**X**
LOW ENGINE OIL PRESSURE		**X**	**X**
FUEL GAUGE	**X**	**X** (Low fuel warning)	
GENERATOR/ALTERNATOR NOT CHARGING	**X**	**X**	**X**
REAR EMERGENCY DOOR OPEN or UNLATCHED		**X**	**X**
DIRECTIONAL / HAZARD SIGNALS		**X**	**X**
HEADLIGHT HIGH BEAM		**X**	
PARKING BRAKE ON		**X**	
SPEEDOMETER WITH ODOMETER	**X**		

NOTE: The instrument package above shall be provided by the chassis manufacturer. After market substitutes will not be accepted.

Exhibit 3
ZEE Medical Kit Supplies

Contents	Amount	"ZEE" Number
Deluxe Kit, Metal, Empty	1 box	#0106
Clean Wipes 50/Bx (Zee)	5 each	#0203
Antibacterial Towelettes	20/box / 1 box	#0225
Tape, ½" X 5 Yd. Spool (Zee)	1 each	#0301
Eye Wash, Sterile	1 each 4 oz.	#0606
Sheer Strip 1"	100 per box	#0731
QR Wound Seal	2 per package	#0795
Sterile Dressing 5" X 9"	1 each	#0910
Elastic Roller Gauze N/S	2" X 4.5 YD, 1 each	#0943
Pain-Aid	100 per Box (Zee)	#1417
First Aid Pocket Guide	1 each	#2331
Small Instant Ice Pack	1 each	#2353
Bandage, Triangular 40" N/S	1/Un, 1 each	#2605
3-in-1 Antibiotic Ointment	6 per unit, 1 each	#2611
Fingertip Bandages	10 per unit, 1 each	#2620
Gauze Pads, 3" X 3"	1 each	#2626
Knuckle Bandages	10 per unit, 1 each	#2627
Water-Jell Burn Jell	6 per box, 1 each	#2651
Eye Pads w/Adhesive Strips	2 per unit, 1 each	#2695
Nitrile Gloves, Large	2 pairs, 1 each	#3044
Disposable Tweezers, Sterile	1 each	#3538

Exhibit 4

FLORIDA DEPARTMENT OF TRANSPORTATION

AIR CONDITIONING PULL-DOWN TEST PROCEDURE

VERSION 9

OVERVIEW

This test is the air conditioning and performance standard for all transit equipment purchased through Florida Vehicle Procurement Program contracts. The FDOT desires to have the test performed in an environment that simulates severe duty transit operation. To do this, the FDOT must test in a non-controlled environment. The FDOT will test one or more buses from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

TEST CONDITIONS / EQUIPMENT

The test will be performed on an asphalt parking lot in direct sunlight. The vehicle will be surrounded by a wall five (5) feet high, fifteen (15) feet wide and the length adjusted to the length of the bus. The minimum ambient temperature must be 94 degrees plus or minus 3 degrees Fahrenheit with a minimum 60% relative humidity. All temperature measurements will be recorded in degrees of Fahrenheit using a Measurement Computing, MCC Data Acquisition Software TracerDAQ configuration. MCC Data Acquisition is calibrated using InstaCal Software. Pressure readings are taken using a Yellow Jacket 686800 Manifold gauges. Voltage readings are taken using a Fluke model 78 automotive multi-meter. Amperage readings are taken using a Fluke model 336 True RMS Clamp Meter.

TEST PROCEDURE

Perform a complete ultrasonic leak detection test of the air conditioning system. If the system fails the leak detection test do not proceed any further.

Check to see that all windows and doors are closed properly, with no gaps or leaks. Check interior engine cover for a proper seal. Connect all test equipment. Heat soak

the bus under test conditions for a minimum of two hours. Record the date, time of day, vehicle identification number and location.

At the end of the 30 minute A/C pull down test there will be a 30 minute heat soak test performed to determine the efficiency of the insulation in the bus using the same measurement equipment used for the A/C pull down test. The heat soak test results will be considered as a part of the star (****) rating of the overall performance of the A/C system (see Star Rating Guidelines for A/C).

In addition, the lowest average amperage draw observed at the beginning, middle and end of the 30 minute pull down test will also result in one star, if lowest of all systems tested (see Star Rating Guidelines for A/C).

The test reading locations are as follows:

C0 Ambient air temperature; take outside of the vehicle, away from mechanical and radiant heat sources, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C1 Bus interior temperature; take reading 48 inches to 52 inches from the rear wall, four feet above the floor surface, using an Onega Engineering J-Type 5 position Fine Wire Thermocouple.

C2 Bus interior temperature; take reading at the center line of the bus interior, four feet above the floor surface, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C3 Bus interior temperature; take reading at the first row of seats, four feet above the floor surface, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C4 Rear evaporator core temperature; take reading near the center of the core, using an Omega Engineering J-Type ICSS Thermocouple.

C5 Bus engine compartment temperature; take reading above engine near the fire wall, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

C6 Condenser core temperature; take reading near the center at the air in side, using an Omega Engineering J-Type ICSS Thermocouple.

C7 Condenser air temperature; take reading near the center at the air out side, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

Take pressure readings at the service ports of add on/second stage A/C system, using a Yellow Jacket 686800 manifold gauges.

Take voltage readings at the battery or batteries using a Fluke Model 78 automotive multimeter.

Take amperage readings at the positive cable from the battery or batteries using a Fluke model 336 True RMS Clamp Meter. Amperage draw of the A/C system will be checked after the pull down test is complete.

With the vehicle in park, all doors and windows closed, start the engine, turn on the air conditioning system; set a/c system to maximum cooling positions; turn on all interior and exterior lights and let it run with the high idle on, (approximately 1200 RPM on diesel engines and approximately 1500 RPM on gasoline engines). If the high idle is designed to automatically turn off after the first 15 minutes the driver's door will be opened and the high idle turned back on for the last 15 minutes, this will not make the test invalid. All temperature readings shall be recorded every 15 seconds.

Pressure readings and voltage readings shall be recorded at the start of the test and every 10 minutes.

SYSTEM TEST RESULTS

During the test, the interior temperature of the bus should lower uniformly throughout and should lower the interior temperature within the given time limit.

The vehicle will fail the test if;

a. The temperature difference between C1, C2, and C3 varies more than two degrees during each 15 second reading during the last 15 minutes of the test.

b. The system fails to lower the interior temperature to 70 degrees Fahrenheit + or - 2 degrees (measured at C1), or lower, by the end of the 30 minute test while maintaining an ambient temperature of 94 degrees Fahrenheit + or – 3 degrees (measured at C0) with 60% relative humidity.

c. The voltage readings at the batteries fall below 12.9 volts at any time during The test

d. In addition to pass or fail, systems will be given a star rating (****) for systems that achieve 70 degrees in the quickest amount of time, with the lowest amperage draw and retains the lowest temperature during the 30 minute heat soak test. There will be additional star (*****) given for service after the sale (see Star Rating Guidelines A/C).

The remaining readings are taken for informational purposes only and do not indicate a pass or fail status. These readings are used in system comparisons. This information enables FDOT to determine each tested systems fastest pull-down time, lowest head pressure reading, highest voltage output, and lowest amperage draw that is observed at the beginning, middle and end of the 30 minute test (see Star Rating Guidelines A/C).

Exhibit 5

After Sales Service

1. Dealer to provide a contact person(s) for warranty and parts with a dedicated phone line to be answered during normal business hours.

2. Dealer to provide a list of most often requested bus parts to be used in creating a parts stockage level list at the dealer's location.

3. Dealer to provide a list of authorized service centers in the state of Florida capable of general bus repairs, wheelchair lift/ramp repair, and A/C repair.

4. Dealer to provide a minimum of one field service technician familiar with all areas of the bus. This technician must be prepared to travel throughout the state and provide repairs when local agencies cannot make the repair.

Exhibit 6

Provide signs #1, #2, and #3 with black letters on white background. Agency is to be consulted on exact wording prior to delivery.

Sign #1

Transportation services provided by this vehicle are open to the general public.

Sign #2

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in: Public accommodations on the basis of race, color, religion, sex, national origin, handicap, or marital status.
Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-342-8170 (voice messaging).

Sign #3

Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in: Public accommodations on the basis of race, color, religion, sex, national origin, handicap, or marital status.
Persons believing they have been discriminated against on these conditions may file a complaint with the (xxxxxxxxxxxxxxx) at (xxxxxxxxxxxxx)

PART 3

OPTIONS

Contract #TRIPS-12-SNV-RFP

Special Needs Transit Vehicles

OPTIONS

#TRIPS-12-SNV-RFP

3.2.2.0 ALTERNATIVE ENGINE, DIESEL, HYBRID OR MULTI- FUEL

3.2.2.2 A Compressed Natural Gas (CNG) engine meeting current EPA requirements in place of the standard gasoline engine. Engine must meet standards described in Part 2, Section 2.2.2.

3.2.2.3 Provide Manufacturers Extended Warranty identifying maximum mileage and maximum months covered for the OEM Chassis, Manufacturers Warranty, Air Conditioning System, Alternator and Wheelchair Ramp, including any other facets of vehicle to be covered, with the total cost.

3.2.9.0 WHEELS

3.2.9.1 Provide Aluminum wheels in place of standard steel wheels.

3.2.19.0 SEATS, BELT EXTENSIONS, & SEAT UPHOLSTERY

3.2.19.3 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased.

3.2.25.0 MIRRORS

3.2.25.4 Reverse camera and monitor backing system.

3.2.28.0 BUMPERS

3.2.28.2 HawKEye (or approved equal) Reverse Assistance System

3.2.30.0 WHEEL CHAIR RAMP

3.2.30.8 Electrically operated wheelchair ramp

3.2.31.0 SECUREMENT DEVICES

3.2.31.3 SURE-LOK Titan restraint system.

3.2.31.3 Qstraint QRT-MAX restraint system

3.2.42.0 LIST OTHER MANUFACTURER OPTIONS AVAILABLE

PART 4

QUALITY ASSURANCE

Contract #TRIPS-12-SNV-RFP

Special Needs Transit Vehicles

QUALITY ASSURANCE PROVISIONS

#TRIPS-12-SNV-RFP

4.1.0 CONTRACTORS IN-PLANT QUALITY ASSURANCE REQUIREMENTS

4.1.1 QUALITY ASSURANCE ORGANIZATION

Manufacturer shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to Manufacturer's top management.

4.1.2 CONTROL

The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supply articles.

4.1.3 AUTHORITY AND RESPONSIBILITY

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and the acceptance/rejection of materials and manufactured articles in the production of the vehicles.

4.2.0 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

4.2.1 WORK INSTRUCTIONS

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

4.2.2 RECORDS MAINTENANCE

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year following the completion of the inspections and tests.

4.2.3 CORRECTIVE ACTION

The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective vehicles. These conditions may occur in design, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data, or standards.

4.3.0 STANDARDS AND FACILITIES

The following standards and facilities shall be basic in the quality assurance process.

4.3.1 CONFIGURATION CONTROL

Manufacturer shall maintain drawings and other documentation that completely describe a qualified vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit vehicle is manufactured in accordance with these controlled drawings and documentation.

4.3.2 MEASURING AND TESTING FACILITIES

Manufacturer shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

4.3.3 PRODUCTION TOOLING AS MEDIA OF INSPECTION

When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusting, replaced, or repaired as required to maintain quality.

4.3.4 EQUIPMENT USE BY TRIPS LINE INSPECTORS

Manufacturer's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify the vehicles conform to all specification requirements. If necessary, Manufacturer's personnel shall be made available to operate the devices and to verify their condition and accuracy.

4.4.0 CONTROL OF PURCHASES

Manufacturer shall maintain quality control of purchases.

4.4.1 SUPPLIER CONTROL

Manufacturer shall require that each supplier maintains a quality control program for the services and supplies that it provides. Manufacturer's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

4.4.2 PURCHASING DATA

Manufacturer shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on vehicles.

4.5.0 MANUFACTURING CONTROL

Manufacturer shall ensure that all basic production operations, as well as other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special work environments if necessary.

4.5.1 COMPLETED ITEMS

A system for final inspection and test of completed vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle.

4.5.2 NONCONFORMING MATERIALS

The quality assurance organization shall monitor Manufacturer's system for controlling nonconforming materials. The system shall include procedures for identification, segregation, and disposition.

4.5.3 STATISTICAL TECHNIQUES

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

4.5.4 INSPECTION STATUS

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.

4.6.0 INSPECTION SYSTEM

The quality assurance organization shall establish, maintain, and periodically audit a fully-documented inspection system. The system shall prescribe inspection and test of materials, work in progress, and completed articles. As a minimum, it shall include the following controls.

4.6.1 INSPECTION STATIONS

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practicable, under-body structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, under-body dress-up and completion, vehicle prior to final paint touch-up, vehicle prior to road test, and vehicle final road completion.

4.6.2 INSPECTION PERSONNEL

Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.

4.6.3 INSPECTION RECORDS

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles

shall be isolated and then scrapped. Discrepancies noted by Manufacturer during assembly shall be entered on a record that accompanies the major component, subassembly, assembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the collective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the procuring agency shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

4.6.4 QUALITY ASSURANCE AUDITS

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the TRIPS.

4.7.0 ACCEPTANCE TESTS

4.7.1 RESPONSIBILITY

Fully documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the TRIPS. These acceptance tests shall include pre-delivery inspections and testing by Manufacturer, and inspections and testing by the TRIPS prior to and after the vehicles have been delivered.

4.7.2 PRE-DELIVERY TESTS

Manufacturer shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the TRIPS. The pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be conducted and documented in accordance with written test plans. Additional tests may be conducted at Manufacturer's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements in **Part 2: Technical Specifications**. This additional testing shall be recorded on appropriate test forms provided by Manufacturer. The pre-delivery tests shall be scheduled and conducted with sufficient notice so that they may be witnessed by TRIPS line inspectors, who may accept or reject the results of the tests. The results of pre-delivery test, and any other tests, shall be filed with the assembly inspection records for each vehicle. The under-floor equipment shall be made available for inspection by the resident inspectors, using a pit or vehicle hoist provided by Manufacturer. A hoist, scaffold, or

elevated platform shall be provided by Manufacturer to easily and safely inspect vehicle roofs. The TRIPS shall also conduct pre-delivery tests at the Springhill facility located in Tallahassee. It is Proposer's responsibility to ensure that the vehicle arrives at the Springhill facility prior to Proposer taking delivery of vehicle from Manufacturer. The results of this inspection will accompany the vehicle upon delivery to the purchaser.

4.7.3 INSPECTION-VISUAL AND MEASURED

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that the required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in the static condition do function as designed.

4.7.4 TOTAL VEHICLE OPERATION

Total vehicle operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion. Each vehicle shall be driven for a minimum of fifteen (15) miles during the road tests. Observed defects shall be recorded on the test forms. The vehicle shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests. After the road test, the line inspector representing the TRIPS reserves the right to have Manufacturer either raise the vehicle or drive the vehicle across a pit to allow the inspector to check the undercarriage.

4.8.0 POST-DELIVERY TESTS

The TRIPS may conduct acceptance tests on each delivered vehicle. These tests shall be completed within ten (10) working days after vehicle delivery. The purpose of these tests are to identify defects that have become apparent between the time of vehicle release and delivery to the purchaser. The post-delivery tests shall include visual inspection and vehicle operations. Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The TRIPS shall record details of all defects notify Manufacturer of non-acceptance of each vehicle within five (5) working days after completion of these tests. The defects detected during these tests shall be repaired according to the procedures defined in **Part 1: Solicitation, Offer and Award/Contractual Provisions**.

4.8.1 VISUAL INSPECTION

The post-delivery inspection is similar to the inspection at Manufacturer's plant and shall be conducted with the vehicle in a static condition.

4.8.2 VEHICLE OPERATION

The road tests for total vehicle operation are similar to those conducted at Manufacturer's plant. Operational deficiencies of each vehicle shall be identified and recorded.

PART 5

WARRANTY

Contract #TRIPS-12-SNV-RFP

Special Needs Transit Vehicles

WARRANTY PROVISIONS

#TRIPS-12-SNV-RFP

5.0.0 BASIC PROVISIONS

5.1.0 WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. A description of the local dealer warranty process shall be included in the Purchasing Agreement package including information on how warranty issues are tracked. The Contractor warrants and guarantees to the TRIPS each complete vehicle, and specific subsystems and components as follows:

5.1.1 COMPLETE VEHICLE

The vehicle is warranted and guaranteed to be free from defects for a minimum of Thirty-six (36) months or thirty six thousand (36,000) miles, whichever comes first, beginning on the date of acceptance of each vehicle. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the purchaser's locale.

5.1.2 SUBSYSTEMS AND COMPONENTS

Specific subsystems and components are warranted and guaranteed to be free from defects and related defects for the times and/or mileages given in **Exhibit 5-1.**

NOTE: ***Parts and labor to be covered in all warranty provisions.***

Exhibit 5-1

STANDARD WARRANTY

Subsystem and Component Minimum Warranty, whichever occurs first.

Item	Years	Mileage
OEM Chassis (incl tires)	3	36,000
Manufacturer's Extended Warranty	2	Unlimited
Air Conditioning System	5	75,000
Alternator	5	75,000
Wheelchair Ramp	4 (parts and Labor)	Unlimited

Component Warranties

Sheet metal rust through	3	Unlimited
Powertrain (gas and diesel)	5	75,000
Body Structural	3	Unlimited
Interlock System	3	Unlimited
Electric Mirrors	3	Unlimited
Electronic Data Recorder	3	Unlimited
Air Ride Components	3	Unlimited

5.2.0 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with Contractor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the purchaser fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in Contractor's maintenance manuals.

5.3.0 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the purchaser such as radios, fare boxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which Contractor is responsible.

5.4.0 DETECTION OF DEFECTS

If the purchaser detects a defect within the warranty periods defined in **Section 5.1.1**, it shall promptly notify the Dealer representative. Within five (5) working days after receipt of notification, Dealer representative shall either agree that the defect is in fact covered by the "complete vehicle" warranty, or reserve judgment until the subsystem or component is inspected by Dealer's representative and/or is removed and examined at the purchaser's property or at the Contractor's facility. At that time, the status of warranty coverage, either subsystem or vehicle, shall be mutually resolved between the purchaser and Dealer. If the defect belongs to a subsystem or component, then work necessary to affect the repairs defined in **Section 5.1.2** shall commence within ten (10) working days after receipt of notification by Dealer. Otherwise, **Section 5.1.1** applies and repairs will be started immediately.

5.5.0 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the purchaser and Dealer's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the purchaser reserves the right to commence the repairs in accordance with **Section 5.7.1**.

5.6.0 FLEET DEFECTS

A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this contract. For the purpose of this bid, identical defects occurring in sixty (60) percent of vehicles delivered shall be considered a "fleet defect."

5.6.1 SCOPE OF WARRANTY PROVISIONS

Dealer shall correct a fleet defect under the warranty provisions defined in **Section 5.4.0**. After correcting the defect, Dealer shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction *of* the potential or defective parts in all of the vehicles. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date a fleet defect was determined to exist, or on the repair/replacement date for corrected items.

5.6.2 VOIDING OF WARRANTY PROVISIONS

The fleet defect provisions shall not apply to vehicle defects caused by noncompliance with Dealer's recommended normal maintenance practices and procedures.

5.6.3 EXCEPTIONS TO WARRANTY PROVISIONS

Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear in service to such items as seats, floor covering, windows, interior trim, and paint. The provisions shall not apply to purchaser supplied items such as two-way radios, and tires.

5.7.0 REPAIR PROCEDURES

5.7.1 REPAIR PERFORMANCE

In some instances, the TRIPS may require Dealer or its designated representative to perform warranty-covered repairs that are clearly beyond the scope of its capabilities. In these cases, this work will be done by an authorized repair facility with reimbursement by Dealer.

5.7.2 REPAIRS BY CONTRACTOR

If the TRIPS requires Dealer to perform warranty-covered repairs, Dealer's representative must begin within ten (10) working days after receiving notification of a defect from the purchaser, work necessary to effect repairs.

The purchaser shall make the vehicle available to complete repairs timely with Dealer repair schedule. Dealer shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the TRIPS option, Dealer may be required to remove the vehicle from the purchaser's property while repairs are being affected. If the vehicle is removed from the purchaser's property, repair procedures must be diligently pursued by Dealer's representative.

5.8.0 REPAIRS BY THE PURCHASER

5.8.1 PARTS USED

If the purchaser performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using contractor-specified spare parts available from its own stock or those supplied by Dealer specifically for this repair. Monthly (or at a period to be mutually agreed upon) reports of all repairs covered by this warranty shall be submitted by the purchaser to Proposer for reimbursement or replacement of parts. Dealer shall provide forms for these reports.

5.8.2 CONTRACTOR SUPPLIED PARTS

The TRIPS may request that Dealer supply new parts for warranty-covered repairs being performed by the purchaser. These parts shall be shipped prepaid to the purchaser, from any source selected by Dealer, the "next business day" from receipt of the request for said parts.

5.8.3 DEFECTIVE COMPONENTS RETURN

Dealer may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by Dealer. Materials should be returned in accordance with contractor's instructions.

5.8.4 REIMBURSEMENT FOR LABOR

The purchaser shall be reimbursed by Dealer for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the purchaser's current per hour, master mechanic, straight wage rate, plus 32 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the purchaser's service garage at the time the defect correction is made. The purchaser shall not accept parts credit as payment of warranty labor claims.

5.8.5 REIMBURSEMENT FOR PARTS

The purchaser shall be reimbursed by Dealer for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 2 percent handling charges. The purchaser shall not accept parts credit as payment of warranty part claims.

5.9.0 WARRANTY AFTER REPLACEMENT / REPAIRS

If any component, unit, or subsystem is repaired, rebuilt, or replaced by Dealer or by an authorized repair facility with the concurrence of Dealer, the subsystem shall have the unexpired warranty period of the original subsystem.

5.10.0 DEALER WARRANTY SERVICE AND REPORTING

Contract dealers and the manufacturers they represent will have representatives meet with FDOT in Tallahassee, three to four times each year. The primary focus of these meetings will be discussion of contract concerns, handling of warranty requests and areas receiving repetitive inspection write-ups.

5.10.1 CONTRACT DEALERS WARRANTY SERVICE

Should clearly instruct and encourage procuring agencies that when they have maintenance issues that may be covered under warranty, to always contact their dealer FIRST. Dealers should have an effective system in place to allow agencies to speak with a representative about an issue, in a timely manner.

5.10.2 CONTRACT DEALERS RESPONSIBILITY

Contract Dealers are responsible for all aspects of the warranty process. This includes scheduling, coordinating and monitoring all warranty repairs and parts replacements until they are fully resolved. Dealers should seek to minimize the time required for resolving warranty issues. Dealers are to coordinate with agencies to provide qualified warranty repairs with minimal disruption to agencies.

5.10.3 MAINTAIN TRACKING SYSTEM

Contract Dealers should maintain a “tracking” system with information on the below responsibilities.

- Note when an agency reports a problem with description of problem;

- Contact repair facility and schedule diagnostics/repair;
- Notify the agency of the repair facility/appointment date/contact person;
- Communicate with repair facility until repair is complete;
- Notify the agency that the vehicle is ready for pick up;
- Follow-up with agency to confirm that the repair resolved the problem;

5.10.4 AGENCY PERFORM REPAIRS

Contract Dealer may, when requested, authorize an agency's maintenance certified technicians to perform warranty service. However, dealers are still responsible for monitoring that the agency receives correct replacement parts; return shipping and proper labor reimbursements in a timely manner.

5.10.5 WARRANTY REPORTING

Contract Dealer is required to update an on-line report of all completed and ongoing warranty repairs and parts replacement. This report is to be submitted weekly to the TRIPS Administrator. This report will provide dates, vendors, actions taken and current status. The report will be submitted in the same manner that dealers' report the status of current bus orders. This report will include information such as dates, contact persons, telephone numbers, description of the problem, repair facility, release date from the repair facility, agency notification dates and agency follow-up dates. Failure to enter prescribed warranty claims information into the TRIPS database will result in contract suspension after two (2) violations."

PART 6

PAINT SCHEMES

Contract #TRIPS-12-SNV-RFP

Special Needs Transit Vehicles

PAINT SCHEMES

#TRIPS-12-SNV-RFP

EXTERIOR VEHICLE IDENTIFICATION

6.1.1 Individual corporate logos, agency name in specific size block lettering, reflective material, vinyl wrap or other vehicle identification requested by the Purchaser will be negotiated separately between the Purchaser and the Dealer outside of the TRIPS contract, but included in the final Purchase Order specifications and pricing for each vehicle.

6.1.2 FDOT assigns a specific number to each vehicle purchased using its Capital funding sources. The identification shall be displayed as **FDOT #000000** in 3M reflective material, or approved equal, Helvetica Medium two inch lettering/numbering. The numbering will be displayed on the rear and front of the vehicle at locations agreed to by TRIPS. It will be the dealer's responsibility to obtain this number from FDOT and post on the vehicle at delivery or immediately thereafter.

6.1.3 All buses purchased with funding provided through the American Recovery & Reinvestment Act (ARRA) shall have an official ARRA logo **(see Exhibit 6A)** attached to the rear surface of the vehicle above the bumper.

EXHIBIT 6A

PAINT SCHEME #1
Optional

PAINT SCHEME #2
Optional

PAINT SCHEME #3
Optional