

AGREEMENT FOR TRANSMISSION AND ENGINE REPLACEMENT SERVICES – AS NEEDED

THIS AGREEMENT FOR TRANSMISSION AND ENGINE REPLACEMENT SERVICES – AS NEEDED (“Agreement”) is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation (“City”) and **CUMMINS, INC. D/B/A CUMMINS SALES AND SERVICES** a foreign for-profit corporation duly organized in the state of Indiana and authorized to do business in the state of Florida (EIN: 35-0257090) (“Vendor”).

WHEREAS, on May 1, 2025, City issued an Invitation to Bid for the provision of heavy-duty bus transmission and engine replacement services – as needed, ITB No.: SUN/250665 (the “Solicitation”); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Cummins Inc. d/b/a Cummins Sales and Services, was found to be the lowest responsive and responsible bidder; and

WHEREAS, Vendor was chosen as the intended awardee to provide heavy-duty bus transmission and engine replacement services on an as needed basis (the “Project”); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by Vendor in response to same (the “Solicitation Documents”). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1)
- Exhibit B: Engine and Transmission Services (B-1 through B-22)
- Exhibit C: Price Proposal (C-1)
- Exhibit D: Federal Clauses (D-1 through D-19)
- Exhibit E: SunTran Subcomponent Pricing (E-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit D, then (2) Exhibit A, then (3) Exhibit C, then (4) Exhibit B, then (5) Exhibit E.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Vendor an amount no greater than **ONE MILLION, THREE HUNDRED FORTY THOUSAND, TWO HUNDRED SEVENTY AND NO/100 DOLLARS (\$1,340,270)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the unit pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit C – Price Proposal**.
 - A. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
 - B. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department**, Attn: **Tom Duncan**, Address: **201 SE 3rd Street, 2nd Floor, Ocala Florida 34471**, E-Mail: tduncan@ocalafl.gov.
 - C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
 - E. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - F. **Amounts Due to the City.** Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor

may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **JULY 16, 2025**, and continue in effect for a term of **THREE (3) YEARS**, through and including **JULY 15, 2028** (the "Term"). This Agreement may be renewed for up to ONE (1) additional ONE (1) YEAR periods by written consent between City and Vendor.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the City Project Manager's review of Vendor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means,

methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Vendor provides material that does not meet the specifications of the Agreement;
- (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
- (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.
- 9. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
- 10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
- 11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
- 12. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
 - A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
 - B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
 - C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, Vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or

with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
 - A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
14. **WARRANTY.** Vendor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the terms described herein and in **Exhibit B – Engine and Transmission Services**.
 - A. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **NINETY (90) DAYS** from the date of completion of repair and/or replacement.
 - B. Vendor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of completion of repair and/or replacement; or (2) the period of warranty provided by any supplier or manufacturer.
 - C. Vendor shall obtain for the benefit of City all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
15. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive

arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
20. **GARAGE LIABILITY AND GARAGE KEEPERS' INSURANCE.** Garage Liability Insurance shall be provided by Vendor in an amount not less than One Million Dollars (\$1,000,000) per occurrence and afford coverages for Vendor and Vendor's employees for the Vendor's garage and related operations while any and all vehicles covered under this Agreement are in the care, custody, and control of the Vendor. Garage Keepers Legal Liability coverage form must be on a direct primary

basis with limits equal to the highest possible replacement cost value of vehicles in the care, custody, and control of the Vendor at any one time.

21. **ADDITIONAL INSURANCE REQUIREMENTS.**

- A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.
- B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. **Certificates of Insurance.** No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.

- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Vendor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
22. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
23. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
24. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any

monies to any subcontractor or other person or organization, except as may otherwise be required by law.

25. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
26. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
27. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
28. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
29. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
30. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 31. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 32. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 33. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
- 34. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's

business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

35. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
36. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
37. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
38. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
39. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Cummins, Inc. d/b/a Cummins Sales and Service
 Attention: Kathleen Bryant
 500 Jackson Street
 Columbus, Indiana 47201
 Phone: 214-505-8660
 E-mail: ohbids@cummins.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

40. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
41. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
42. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
43. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

44. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
45. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
46. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
47. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
48. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
49. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
50. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
51. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
52. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Agreement on

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Kristen Dreyer
City Council President

Approved as to form and legality:

**CUMMINS, INC D/B/A CUMMINS SALES
AND SERVICE**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)

BACKGROUND

1. Vendor shall supply new or reconditioned Cummins L9 CM2350 engines and Allison B400 transmissions on an exchange basis, to include:
 - Complete engine and related components, including installation.
 - Engine only (Crate engine).
 - Complete transmission and related components, including installation.
 - Transmission only (Crate transmission)
2. The City of Ocala/SunTran anticipates purchasing up to ten (10) engines and ten (10) transmissions over a three-year period.
3. Timeframe for the delivery/completion of engine or transmission work shall be ten (10) to fifteen (15) business days.

SHOP/TECHNICIAN AND EXPERIENCE REQUIREMENTS

1. **Shop:** Vendor must operate a commercial repair facility capable of performing comprehensive heavy-duty vehicle services. The facility must meet the following minimum criteria:
 - Be a licensed and insured heavy-duty repair shop.
 - Be in compliance with all applicable federal, state, and local regulations.
 - Maintain a physical location with appropriate heavy equipment (lifts, cranes, hoists, diagnostic tools).
 - Have a minimum of 5 years' experience servicing Class 7 and 8 vehicles, including powertrain replacement and diagnostics.
 - Certified by OEMs for engine and transmission service and installation.
 - Access to heavy-duty vehicle lift or crane with sufficient capacity for engine and/or transmission removal and installation.
2. **Technicians** assigned to the project must meet the following minimum qualifications:
 - ASE Certification: At least one ASE-certified technician in Medium/Heavy Truck Series (T-Series) must be on staff, with valid credentials in:
 - T2 – Diesel Engines
 - T6 – Electrical/Electronic Systems
 - T8 – Preventive Maintenance Inspection
 - EPA Certification: If any HVAC components will be accessed or disconnected, the technician must hold a valid EPA Section 609 Certification for refrigerant handling.

SUB-CONTRACTORS

Services assigned to sub-contractors must be approved in advance by the City Project Manager.

WARRANTY

As outlined in **Exhibit B – Engine and Transmission Services**.

SCOPE OF WORK FOR ENGINES AND TRANSMISSION CITY OF OCALA/SUNTRAN

INTRODUCTION

1. Vendor to supply new or reconditioned Cummins L9 CM2350 engines and Allison B400 transmissions on an exchange basis, to include:
 - Complete engine and related components, including installation.
 - Engine only (Crate engine).
 - Complete transmission and related components, including installation.
 - Transmission only (Crate transmission).

The City of Ocala/SunTran anticipates purchasing up to ten (10) engines and ten (10) transmissions over a three-year period. Pricing and work distribution will be evaluated collectively or in parts, based on the best interests of the City.

SCOPE OF WORK**ENGINE AND TRANSMISSION UNITS**

Engines and transmissions in current inventory:

| Unit Number | Engine Serial Number | Transmission Serial Number |
|-------------|----------------------|----------------------------|
| 18 | 74149149 | 6511468472 |
| 34 | 60353676* | 6511567749 |
| 35 | 74351334 | 6511567735** |
| 40 | 74641619 | 6511711207 |
| 41 | 74636173 | 6511713337 |
| 42 | 74636208 | 6511697562 |
| 43 | 74636184 | 6511715904 |
| 44 | 74636197 | 6511713352 |
| 45 | 74632509 | 6511715878 |
| 46 | 74629071 | 6511715890 |

*Replaced July 2023

**Replaced March 2025

City of Ocala/SunTran expects to rehabilitate all engines and transmissions as part of this Scope of Work, however, exceptions may be made. The engines and transmissions shall have the same ratings as supplied from the OEM during the original manufacture of the vehicle. The engines and transmissions shall be replaced with a new or reconditioned replacements being of the latest model year and comparable to the

original. For this purpose, an engine shall include block, heads, intake and exhaust manifolds, sump pan, turbo, engine mounted sensors, and electronic systems; transmission shall include torque converter, external cooler, cooler hoses, accumulator and accumulator hoses.

ENGINE REPLACEMENT WITH INSTALLATION

Replacement engines and transmissions shall include a base manufacturer's warranty. Engine and transmission, as described in the preceding paragraph shall be covered by said warranty. Contractor shall provide a third-party bond or surety for any portion of the specified warranty not directly covered by the OEM.

All related isolators, mounts, mounting hardware, and interface parts between the engine and transmission (including, but not limited to items such as flex plates, hydro-damper, rubber elements and the like) shall be replaced. Additionally, the air intake housing and piping shall be cleaned, inspected, and replaced if required. All filter elements and clamps shall be replaced with new.

A new ECM shall be installed and programmed. Passwords will be provided by City of Ocala/SunTran's Project Manager. The Contractor shall confirm all settable parameters with City of Ocala/SunTran's Project Manager prior to the delivery of the first completed unit. All like series engines shall be programmed identically. The Contractor shall also inspect and replace as needed engine wiring harness and supports with new components. All wiring connectors shall be watertight and treated with a dielectric grease to prevent the ingress of contaminants and contact corrosion.

COOLING SYSTEM

Buses are equipped with Engineered Machine Products (EMP) Corporation, Mini Hybrid Thermal Systems. The Contractor shall renew the cooling system to like new condition, including but not limited to the following work:

- All electric fans shall be inspected and replaced if failed using new OEM materials.
- Surge tank pressure relief valve and sight glass shall be repaired or replaced as needed.
- Surge tanks shall be pressure tested. Defective tanks shall be repaired or replaced.
- Inlet and outlet hoses and constant torque clamps shall be replaced.
- The cooling system shall be refilled with a Zerox/Fleetguard OAT Million Mile Coolant or approved equal as approved by the engine manufacturer.
- All coolant hoses shall be replaced with OEM silicone hoses and clamps.

- All coolant lines shall be routed and bracketed in the original OEM configuration.
- All belts, belt transitioners, and idlers shall be replaced.
- The rear engine belt guards (if so installed) shall be inspected, repaired, and replaced, if necessary.
- The radiator replaced with a new radiator system.
- All other piping associated with the cooling and charge air system shall be cleaned, inspected, repaired, or replaced, if necessary.
- All rubber and silicone hoses shall be replaced in kind.
- All Charge Air Cooling (CAC) and intercooler piping and housing must be thoroughly inspected.
- All resilient mounts and isolators shall be replaced with new. All bolts, washers, locknuts, etc., removed during the repair process shall be replaced with new hardware of the same grade.

If any of these components are found to be defective, damaged, or failing during inspection, they must be replaced with new parts.

Work shall be performed to the best industry standards and shall be resistant to the intrusion of dirt and water characteristic of City of Ocala/SunTran's operating and maintenance environment.

Use of materials and components, other than OEM manufactured components shall be approved by the Project Manager in advance of installation. Unapproved component substitutions shall be at the Contractor's own risk.

Should the installed components be different than the originally installed components, the Contractor shall provide two (2) sets of paper and one (1) set of editable electronic operations and maintenance manuals and illustrated parts manuals. Electronic manuals shall be compatible and editable with existing City of Ocala/SunTran software (e.g., Microsoft Office). Delivery of the manuals shall accompany the bus when returned to City of Ocala/SunTran.

Any parts removed, as part of the cooling system upgrade, from City of Ocala/SunTran equipment not reinstalled or having a core value relative to the work, shall be catalogued on a per bus basis and returned to City of Ocala/SunTran. The cost of the freight shall be the responsibility of the Contractor.

HEATING AND AIR CONDITIONING

City of Ocala/SunTran will document the operation of the climate control system on each unit prior to Contractor pick up. Contractor shall be responsible for returning the HVAC system in the same operating condition as received. The air conditioning drive belt shall be replaced.

AIR COMPRESSOR AND GOVERNOR

The air compressor and governor shall be replaced with new units that meet the same specifications as the existing compressor and governor.

ALTERNATOR

The alternator shall be replaced with new ducted air-cooled alternator having the capacity of 120% of full vehicle operating load or approved equal. The alternator selection is subject to review and approval by City of Ocala/SunTran's Project Manager. The Contractor shall replace the alternator drive belt and the voltage regulator.

Ducting for the air-cooled alternator shall be routed to preclude the influx of hot air and water into the duct system via the air intake or convection heating of the ductwork by other components.

STARTING SYSTEM

The Contractor shall replace the starting motor with a new starter. The starter power line from the starter to the engine compartment bulkhead shall be replaced. If necessary, the junction block at the bulkhead shall be replaced.

FUEL SYSTEM

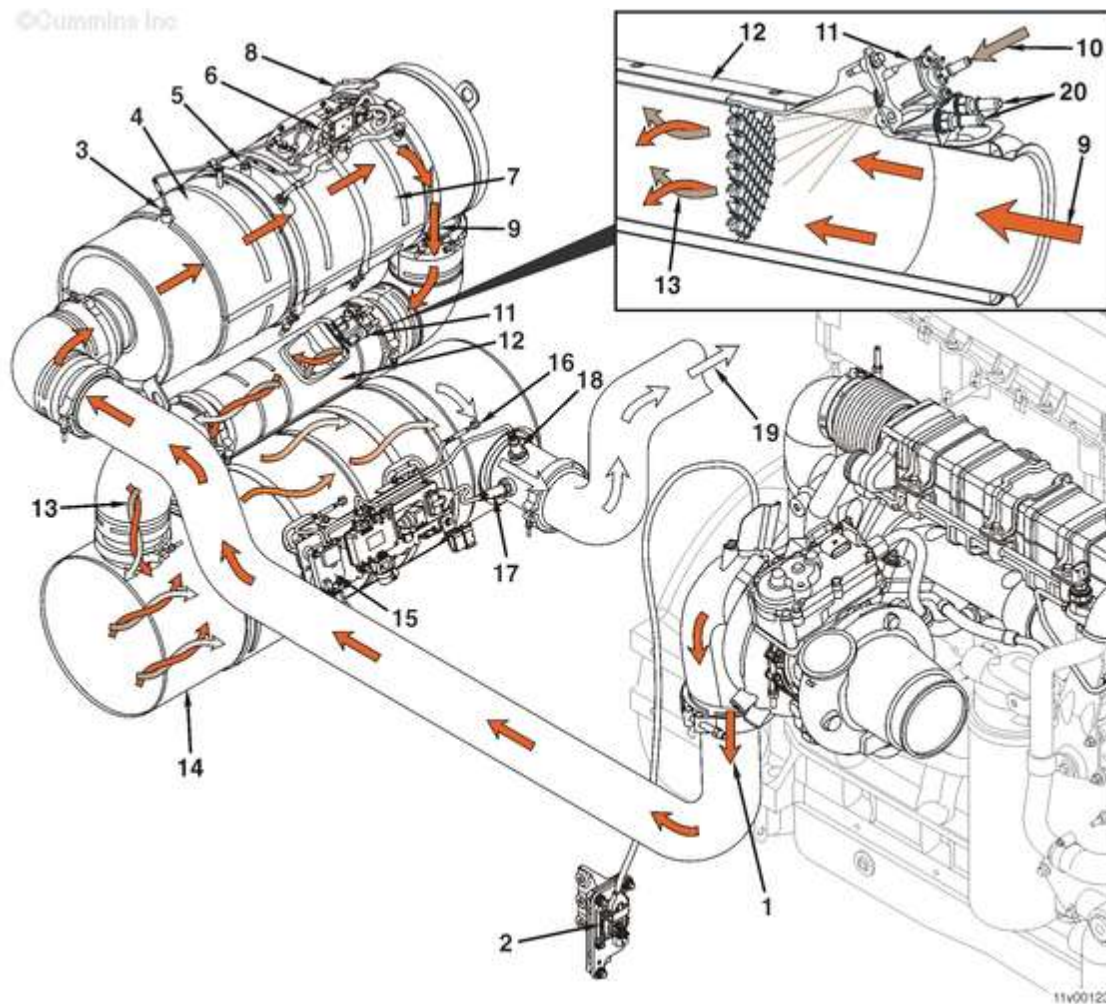
The Contractor shall replace the fuel filters and all the fuel lines within the engine compartment.

EXHAUST AND EMISSION SYSTEM

Emission system shall meet the Environmental Protection Agency (EPA) requirements in force at the time original EPA standard for engine model year. The exhaust system components shall be replaced to OEM specified functionality with genuine Cummins OEM parts or approved equal. The Contractor shall replace all flex pipes/sections/clamps

and damaged exhaust mounting brackets. Additionally, all rubber isolation of the exhaust system shall be replaced, and new fasteners shall be used. A comprehensive renewal of the emissions control system shall be performed, including but not limited to, the following:

- Diesel Particulate filter (DPF) shall be replaced with new.
- Pressure sensing tubing shall be replaced with new. All pressure switches and NOx sensors shall be replaced with new. Switches or sensors shall be replaced with new.
- Selective Catalyst Reduction (SCR) unit and all temperature sensors shall be replaced with new.
- All hardened or crystalized DEF accumulations shall be removed from the decomposition reactor and SCR (DEF) dosing nozzle will be replaced with new.
- All other components associated with the emission control systems shall be new condition as identified:



1. Exhaust from turbocharger
2. Aftertreatment intake NOx sensor
3. Aftertreatment diesel oxidation catalyst (DOC) intake temperature sensor
4. Aftertreatment DOC
5. Aftertreatment diesel particulate filter (DPF) intake temperature sensor
6. Aftertreatment DPF combination pressure sensor
7. Aftertreatment DPF
8. Aftertreatment DPF outlet temperature sensor
9. Exhaust gas flow from the DPF
10. Diesel exhaust fluid (DEF) supply to aftertreatment DEF dosing valve
11. Aftertreatment DEF dosing valve
12. Decomposition reactor
13. Exhaust and DEF mixture
14. Aftertreatment selective catalytic reduction (SCR) catalyst
15. Aftertreatment SCR intake temperature sensor
16. Aftertreatment SCR outlet temperature sensor
17. Aftertreatment SCR outlet NOx sensor
18. Particulate matter sensor
19. Exhaust flow exiting aftertreatment system
20. Aftertreatment DEF dosing valve coolant fittings.

HYDRAULIC SYSTEM

The Contractor shall replace reservoir filter elements, reservoir gaskets, and power steering lines in the engine compartment. The power steering fluid line filter shall be cleaned, and if necessary, replaced. The power steering reservoir shall also be cleaned, inspected, and repaired or replaced. The reservoir sight glass shall be cleaned and replaced, as necessary. The sight glass seal shall be replaced. The power steering fluid shall be replaced with fluid matching the original OEM specifications.

WIRING

As needed all engine and transmission wiring harnesses shall be replaced with new harnesses. Harness connectors shall be treated with a dielectric grease to prevent the ingress of contaminants and contact corrosion. The wiring harness(es) between the shift selector and the TCU shall also be replaced with a new OEM harness(es). All wiring, regardless of whether it was repaired, replaced, or unsecured during the repower process, shall be routed and bracketed in the original OEM configuration. Secondary wiring insulation shall be installed in areas subject to chafing. All bolted terminations shall be properly assembled to OEM configuration and properly torqued using a calibrated torque wrench. Torque seal compound shall be applied between the binding posts and nuts of all torqued joints. Wiring, from the alternator to the terminals strip, terminals, and binding posts shall be properly sized to meet the increased current associated with the electric fan modification.

ENGINE ONLY (CRATE ENGINE)

For this purpose, a crate engine shall include block, heads, intake and exhaust manifolds, sump pan, turbo, engine mounted sensors, and electronic systems.

A new ECM shall be provided and programmed. Passwords will be provided by City of Ocala/SunTran's Project Manager. The Contractor shall confirm all settable parameters with City of Ocala/SunTran's Project Manager prior to the delivery of the first completed unit. All like series engines shall be programmed identically.

TRANSMISSION WITH INSTALLATION

Transmission must be an OEM certified Allison B400 transmission or approved equal, the unit may be factory new or OEM remanufactured. The replacement transmission shall have the same ratings as supplied from the OEM during the original manufacture of the vehicle and be compatible with existing TCM.

Installation Requirements:

- Install the replacement transmission using OEM torque specs and alignment procedures.
- Replace transmission cooler and/or flush cooler lines.
- Replace or reinstall transmission mounts.
- Install new input/output speed sensors.
- Reconnect transmission harness and verify pin integrity.
- Fill with OEM-approved synthetic transmission fluid.

Programming & Testing:

- Update or flash Transmission Control Module (TCM) with current calibration.
- Perform shift selector calibration.
- Check for fault codes and perform relearn/adaptation procedures.
- Test drive under load and check:
 - Shift quality
 - Fluid levels and temps
 - Leaks, noises, and driveline alignment

Drive shaft and differential shall be thoroughly inspected, fitted with new universal joints, and balanced prior to reassembly and installation. Differential shall be inspected for damages seals and leaks, seals and bearings replaced as needed.

TRANSMISSION ONLY (CRATE TRANSMISSION)

Transmission must be an OEM certified Allison B400 transmission or approved equal, the unit may be factory new or OEM remanufactured. The replacement transmission shall have the same ratings as supplied from the OEM during the original manufacture of the vehicle and be compatible with existing TCM.

Components Included:

- Complete B400 transmission assembly
- Torque converter (new or OEM reman)

- Internal wiring harness
- Pressure and temperature sensors
- Input/output speed sensors
- Transmission control valve body (installed)
- Bellhousing and torque converter housing (vehicle-specific fitment)
- OEM-quality gaskets and seals installed
- Mounting brackets Installation guide and documentation
- Serial number tag and calibration information

TRANSPORTATION

The cost for transporting and insuring City of Ocala/SunTran equipment to and from the Contractor's facility shall be the responsibility of the Contractor.

Packaged and catalogued parts may be transported to City of Ocala/SunTran in repowered vehicles if no damage to the vehicle is incurred.

Crate engines or transmissions can be shipped or arrangements made for pick-up at vendor facility.

SHOP/TECHNICIAN REQUIREMENTS

Vendor must operate a commercial repair facility capable of performing comprehensive heavy-duty vehicle services. The facility must meet the following minimum criteria:

- Be a licensed and insured heavy-duty repair shop.
- Be in compliance with all applicable federal, state, and local regulations.
- Maintain a physical location with appropriate heavy equipment (lifts, cranes, hoists, diagnostic tools).
- Have a minimum of 5 years experience servicing Class 7 and 8 vehicles, including powertrain replacement and diagnostics.
- Certified by OEMs for engine and transmission service and installation.
- Access to heavy-duty vehicle lift or crane with sufficient capacity for engine and/or transmission removal and installation.

Technicians assigned to the project must meet the following minimum qualifications:

ASE Certification:

- At least one ASE-certified technician in Medium/Heavy Truck Series (T-Series) must be on staff, with valid credentials in:
 - T2 – Diesel Engines
 - T6 – Electrical/Electronic Systems
 - T8 – Preventive Maintenance Inspection

EPA Certification:

- If any HVAC components will be accessed or disconnected, the technician must hold a valid EPA Section 609 Certification for refrigerant handling.

Experience:

- Each technician must have a minimum of 3 years of direct experience in heavy-duty diesel engine diagnostics, removal, and replacement.
- Documented experience working on engines from major OEMs such as Cummins, Caterpillar, Detroit Diesel, or equivalent.

PROJECT MANAGEMENT

A City of Ocala/SunTran Project Manager shall be assigned to this Project and represent a single point of contact for the Contractor. City of Ocala/SunTran's Project Manager may delegate responsibility to other personnel or City of Ocala/SunTran representative(s), but all correspondence shall be sent or copied to the Project Manager.

- **Communication Protocol**

The Contractor shall immediately inform City of Ocala/SunTran, as needed, to apprise the staff of potential production delays and when specification compliance or other issues arise that requires City of /SunTran's intervention.

The Contractor shall identify staff, preferably one (1) contact person, to communicate directly with City of Ocala/SunTran's Project Manager to clarify and help resolve issues. Photographs and videos shall be taken by the Contractor and forwarded to City of Ocala/SunTran's Project Manager as needed.

Whether a part or component requires repair or replacement, it shall be up to the

Contractor to make that determination. City of Ocala/SunTran will endeavor to respond with a decision within one (1) working day to approve or disagree with the Contractor's determination, assuming all information needed to decide, such as OEM specifications, drawings, photographs, etc., are provided to City of Ocala/SunTran in a timely manner.

If City of Ocala/SunTran concurs, action as determined by the Contractor is approved. If City of Ocala/SunTran disagrees with the Contractor's determination, both sides shall work to resolve their differences. In cases where City of Ocala/SunTran and the Contractor cannot agree on a mutually acceptable course of action, City of Ocala/SunTran shall determine and direct a final course of action.

- Files and Records

The Contractor shall maintain all records, files, correspondence, memorandum, and documentation related to the bus repower project, including individual bus files. These files shall include, at a minimum: Contractor's final inspection sheets; list of items replaced, repaired, or remanufactured; test result certificates, inspection records and a signed authorization to ship.

Discrepancies noted by the Contractor or City of Ocala/SunTran during the bus repower process, if any, shall be included in these files by the inspection personnel on a record that accompanies the vehicle, major component, subassembly, or assembly from the start of the repower process through final inspection. The Contractor shall retain copies of all files and send them to City of Ocala/SunTran at the completion of each bus repower.

- Weekly Status Reports

The Contractor shall submit a written weekly progress status report to City of Ocala/SunTran via email by every Monday morning until all buses have been released. The weekly status report shall include at a minimum, but not be limited to, the following items:

- Buses in process of repower.
- Summary status of each bus being repowered.
- List of Open Issues that exist for each or all buses, defined as defects, quality issues or specification non-conformance items unacceptable in current form.
- List of Closed Issues, defined as previously Open Issues that were resolved,

including a description of how the issues were resolved.

- List of buses accepted and released for delivery to City of Ocala/SunTran, including those with conditions or acceptable exceptions.
- A narrative summary of other project activities. This should include, but is not limited to, technical and programmatic accomplishments, plant shutdowns for holidays and other reasons, identification of general problem area(s) and deficiencies identified during the week affecting all buses, and the Contractor's solutions, performance forecast, recommendations, and other salient information that would provide City of Ocala/SunTran the necessary information with which to assess the project's progress.

- Testing

The Contractor shall conduct fully documented tests on each vehicle during and following the repower to determine its acceptance to overall quality and specification compliance. These acceptance tests shall include pre-delivery inspections and testing. The testing shall include at a minimum:

- Shift points documentation.
- HVAC Compressor testing.
- Hybrid fan function test.
- Emission system component tests, including before and after air flow and component weight.
- Road tested for a minimum of thirty (30) miles over a variety of surfaces, under various conditions, and with sustained speeds of sixty-five (65) mph, to simulate City of Ocala/SunTran service operations.
- The road tests required for acceptance of the repowered buses will require a Department of Transportation (DOT) pre-trip inspection. To the greatest extent possible, City of Ocala/SunTran will provide buses in fully operational condition. However, there may be bus repower candidates that have component failures that render them non-operational. As such, any defect impeding CDL DOT pre-trip requirements shall be considered an inadvertent omission to the Contract.
- Buses shall not be accepted until the results of all the above tests are thoroughly documented and meet the minimum OEM performance requirements and are

satisfactory to City of Ocala/SunTran. The documents shall be in a clear format and shall be easy to draw appropriate conclusions. No buses shall be shipped until this information has been submitted to City of Ocala/SunTran. These tests shall be conducted in addition to, or in conjunction with, the inspection stop points noted in the previous section.

- Additional tests may be conducted at the discretion of the Contractor's management to ensure that the completed vehicles have attained the desired quality and have met requirements of the Contractor's and City of Ocala/SunTran's technical specifications. This additional testing shall be recorded on the appropriate pre-approved test forms, and, at City of Ocala/SunTran's discretion, may be done under the observation of City of Ocala/SunTran personnel or designee.
- The results of the pre-delivered tests, and any other tests, shall be filed with the work and material records for each vehicle. Authorization forms for the release of each vehicle for delivery shall be provided by the Contractor. An executed copy of the authorization shall accompany the delivery of each vehicle along with other files. The above inspection is in addition to any and all tests and inspections required by City of /SunTran.
- The Contractor shall also conduct tests to verify compliance with all applicable current Federal, State, and Local requirements. The Contractor shall certify in writing that each vehicle conforms to all applicable requirements. A statement to that effect shall be filed with the applicable work and material records for each vehicle. No bus will be accepted without these signed certifications.

- Final Acceptance by City of Ocala/SunTran:

After the Contractor has performed all testing and inspections, City of Ocala/SunTran shall conduct a final inspection when the bus is presented by the Contractor. Discrepancies noted during the bus repower process shall be resolved by the Contractor and approved by City of Ocala/SunTran.

When all noted defects, specification deviations, and other issues have been reported by the Contractor as having been corrected, City of Ocala/SunTran will review and approve all these items before accepting the bus and releasing it for transport to City of Ocala/SunTran.

In cases where the Contractor refuses to take actions to correct discrepancies or deficiencies or take necessary steps to bring conditions or articles in conformity with the requirements of the Contract specifications, City of Ocala/SunTran will

collaborate with the Contractor to settle the dispute(s). If discrepancies cannot be corrected to City of Ocala/SunTran satisfaction or City of Ocala/SunTran does not authorize conditional release, the vehicle shall not be accepted under full payment.

For those defects that will cause lengthy delays, or are the type best corrected by the Contractor at or near City of Ocala/SunTran's facilities, City of Ocala/SunTran shall decide as to how they should be handled and whether to authorize releasing the bus with conditions. City of Ocala/SunTran, or its designee, will inform the Contractor when each bus is authorized for release with conditions. If buses are accepted with certain conditions, the Contractor shall note this on the appropriate file and note the conditional release on the next weekly report.

- Final Acceptance at City of Ocala/SunTran:

The final acceptance inspection conducted at City of Ocala/SunTran will be performed by City of Ocala/SunTran's Project Manager or designee. Acceptance constitutes the beginning of the warranty period and the completion for each bus repower. The final inspection and defect reports shall be provided to City of Ocala/SunTran in advance of the shipment of the completed bus. All items defined in these reports are to be corrected on all units prior to shipment of any remaining buses being repowered.

- Warranty Requirements:

The Contractor shall assume all warranty responsibility for workmanship, parts, and equipment involved in the repower process whether performed by the Contractor or purchased from an outside source. Under no conditions shall the Contractor delegate warranty responsibility to suppliers and/or other outside sources, except for engine and transmission warranties which may be administered directly by the OEM. Warranty work performed under bond conditions shall remain the responsibility of the Contractor.

City of Ocala/SunTran will consider dealing directly with engine and transmission suppliers or their authorized representatives only if they are geographically located in the North Central Florida region.

Warranties in this document are in addition to any statutory remedies available to City of Ocala/SunTran or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to City of Ocala/SunTran each

complete repowered bus, and specific subsystems and components as follows:

- Warranty Period

All Work performed by the Contractor or under the Contractor's control on repowered buses shall be warranted and guaranteed to be free from defects and related defects as outlined under WARRANTY beginning on the date the bus is accepted by City of Ocala/SunTran.

- During this warranty period, the repowered bus shall maintain the functional integrity of the Work performed. In cases where the Contractor determines that a part or component identified in this specification as requiring repair or replacement on an "as needed" basis does not require repair or replacement, that part or component shall still be covered by the warranty. The warranty is based on regular operation of the repowered bus under the operating conditions prevailing in City of Ocala/SunTran's locale.

- Subsystems and Components

If longer warranties are offered as standard for subsystems and components, these warranties shall be passed on to City of Ocala/SunTran. The Contractor shall provide full warranty information including the contact, expiration date, and other pertinent information, and arrange transfer of warranty administration to City of Ocala/SunTran or its agent.

- Warranty Continuation and Extension

During the warranty period, if any component, unit, or subsystem is repaired, rebuilt, or replaced, the component, unit, or subsystem shall retain the unexpired warranty period of the original component, unit, or subsystem.

If, during the warranty period, repairs, rebuilding, or replacement of a component, unit, or subsystem are not completed due to lack of material or inability to provide the proper repair for thirty (30) or more calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

- Voiding of Warranty

The warranty shall not apply to any part or component of the bus that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way as to adversely affect its performance or reliability, except insofar as such repairs were in accordance with the original OEM maintenance manuals or supplement manuals that the Contractor supplies and the workmanship was

in accordance with recognized standards of the industry.

- Detection of Defects

If City of Ocala/SunTran or its agent detects a defect within the warranty period, it will promptly notify the Contractor's representative, as follows:

Discuss the warranty event in a manner to supply enough detail to complete the warranty claim including cause, troubleshooting method, and correction. City of Ocala/SunTran or its agent will provide the Contractor with the following information:

- Last five digits of the VIN number;
- Engine Serial Number;
- Repower acceptance date;
- Current mileage;
- Parts numbers for the required components, if known;
- The nature of the problem;
- Symptoms exhibited that led to the diagnosis of the problem;
- Cause of the problem; and Action that will be taken to correct the problem.

Within two (2) working days after receipt of notification, the Contractor's representative shall either agree or disagree that the defect is covered by warranty. The Contractor's representative may inspect the subsystem or component at City of Ocala/SunTran or nearby repair facility if that is where the vehicle is located. Regardless of whether the Contractor's representative agrees the defect is covered by warranty, City of Ocala/SunTran and the Contractor's representative shall agree within five (5) working days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed. City of Ocala/SunTran reserves the right to commence repairs as soon as necessary, following agreement as to course and scope, regardless of whether warranty coverage has been confirmed. If no agreement is obtained within the five (5) working day period, City of Ocala/SunTran reserves the right to commence the repairs as it best sees fit.

- Scope of Warranty Repairs

When warranty repairs are required, City of Ocala/SunTran and the Contractor's representative shall agree within five (5) working days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty.

- Warranty Repairs by Contractor

If City of Ocala/SunTran requires the Contractor to perform warranty-covered repairs, the Contractor must begin work necessary to effect repairs, within five (5) working days after receiving notification of a defect from City of Ocala/SunTran. City of Ocala/SunTran will make the repowered bus available to enable the Contractor to complete repairs.

The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete repairs. Repairs must be diligently pursued in a timely manner by the Contractor.

- Payments

Payment will be on approved invoice submittals in accordance with the Price Schedule.

City of Ocala/SunTran will be the sole judge of the quality, completeness, and acceptance of the Contractor's work for payment.

THIRD PARTY REQUIREMENTS

The Respondent understands, as part of Federal Transit Administration (FTA) funding, geographical preference was not used for this procurement, additionally the Respondent must complete a System for Awards Management (SAM) registration for doing business with the U.S. Government with submittal.

The website can be accessed at: www.sam.gov/SAM/pages/public/index.jsf.

The Awarded Vendor shall comply with all Federal Transit Administration Third Party Contract Clauses (Attachment A). All documents shall be signed and included with bid submittal.

SPECIFICATIONS

Minimum specifications:

- New or reconditioned replacement engine “Buy America” medium-duty engines are to be OEM Cummins engines or approved equal.
- Cummins CM2350 Medium Duty Transit Application with 280hp or approved equivalent.
- Transmission – Allison B400 or approved equal - new or reconditioned meeting Buy America Standards.
- 30.4 CFM Air Compressor
- Equivalent 24 Volt SKF H.C. Dual Turbo-2000 Air Dryer
- 900 Peak Torque @ 1300 RPM.
- High Pressure Common Rail Fuel System.
- Shallow Rear Sump Aluminum Oil Pan.
- Engine groups should be as detailed within their CPL detail at 24 volt controls.
- Turbo exhaust shall be Mid Mount Rear Out.

ENGINE CORE CREDIT

The engine core will only be returned after the new or reconditioned replacement engine is installed, reprogrammed, and determined to be functional by the City of Ocala/SunTran Employees.

Once returned, the contractor will provide a written receipt for the engine core to the City of Ocala/SunTran.

The Contractor shall reimburse the core credit to the City of Ocala/SunTran within 45 days of receiving the core from the City of Ocala/SunTran.

TRANSMISSION CORE CREDIT

The transmission core will only be returned after the new or reconditioned replacement transmission is installed and determined to be functional by the City of Ocala/SunTran Employees.

Once returned, the contractor will provide a written receipt for the transmission core to the City of Ocala/SunTran.

The Contractor shall reimburse the core credit to the City of Ocala/SunTran within 45 days of receiving the core from the City of Ocala/SunTran.

DELIVERY AND ACCEPTANCE

The engine core will only be returned after the new engine or reconditioned replacement engine is installed and reprogrammed. Once returned, the contractor will provide a written receipt for the engine core to the City of Ocala/SunTran.

The transmission core will only be returned after the new engine or reconditioned replacement engine is installed and reprogrammed. Once returned, the contractor will provide a written receipt for the engine core to the City of Ocala/SunTran.

The Contractor shall reimburse the core credit to the City of Ocala/SunTran within 45 days of receiving the core from the City of Ocala/SunTran.

ELECTRONIC CONTROL MODULE (ECM) REPROGRAMMING

The City of Ocala/SunTran Project Manager will notify the vendor to reprogram each engine once installation is complete.

- Programming of the engine ECMs will be conducted by authorized / certified technicians only.
- ECM reprogram must be completed by the awarded vendor.

WARRANTY

Price of unit shall include standard warranty. The City of Ocala/SunTran is requesting pricing of extended warranty for evaluation purposes only and does not guarantee extended warranty will be part of award.

Service warranty work is to be conducted by authorized / certified technicians only.

- Engine Standard warranty should be 2 years, unlimited miles with parts and labor.
- Engine Extended warranty should be 5 years / 300,000 miles with parts and labor.
- Transmission Standard warranty should be 2 years / unlimited miles with parts and labor.
- Transmission Extended warranty should be 4 years / unlimited miles with parts and labor.

PRICING SHEET

Instructions: Engines are to be new or reconditioned replacement engines "Buy America" Compliant, Medium Duty OEM Cummins engines only.

Extended Warranty shall be 5 years / 300,000 miles with 100% parts and labor. Award will be based on lowest total cost for all engines.

Transmission: All quantities must be completed. Failure to complete all items (with the exception of the extended 5 year warranty column) may deem proposal non-responsive.

| Line Item | Engine Specifications | Quantity | Unit of Measure | Unit Cost | Total | Core Credit Amount | Extended Warranty Cost |
|-----------|---|----------|-----------------|-----------|-------|--------------------|------------------------|
| 1 | Engine only: Cummins L9 CM2350 Medium Duty Transit Application with 280hp or approved equal. New or reconditioned replacement engine. | Each | Each | | | | |

| Line Item | Engine Specifications | Quantity | Unit of Measure | Unit Cost | Total | Core Credit Amount | Extended Warranty Cost |
|-----------|--|----------|-----------------|-----------|-------|--------------------|------------------------|
| 2 | Engine and related components: Cummins L9 CM2350 Medium Duty Transit Application with 280hp or approved equal. New or reconditioned replacement. | Each | Each | | | | |
| 3 | Transmission only: Allison B400 or approved equal. | Each | Each | | | | |
| 4 | Transmission and related components: Allison B400 or approved equal. | Each | Each | | | | |
| TOTAL | | | | | | | |

Exhibit C - PRICE PROPOSAL

CONTRACT# SUN/250665



VENDOR NAME

Cummins Inc. (dba Cummins Sales and Service)

LOCATION

321 Southwest 52nd Ave, Ocala FL 34474

INITIAL TERM PRICING

| ITEM | DESCRIPTION | UOM | QTY | UNIT COST | CORE CREDIT AMOUNT | EXTENDED 5-YEAR WARRANTY COST |
|------|---|-----|-----|-----------|---|-------------------------------|
| 1 | Engine only: Cummins L9 CM2350 Medium Duty Transit Application with 280hp or approved equal. New or reconditioned replacement engine | EA | 1 | \$66,100 | \$0 Core-Engine must be returned per EPA guidlies | \$5,150 |
| 2 | Engine and related components: Cummins L9 CM2350 Medium Duty Transit Application with 280hp or approved equal. New or reconditioned replacement. | EA | 1 | \$117,852 | \$0 Core-Engine must be returned per EPA guidlies | \$5,150 |
| 3 | Transmission only: Allison B400 or approved equal. | EA | 1 | \$6,250 | \$6,051 | \$3,450 |
| 4 | Transmission and related components: Allison B400 or approved equal. | EA | 1 | \$8,850 | \$6,051 | \$3,450 |
| 5 | Hook-up Fee | EA | 1 | \$200 | N/A | N/A |
| 6 | Transport | Mi | 1 | \$700 | N/A | N/A |

City of Ocala

EXHIBIT D

ITB# SUN/250665

ADDENDUM TO CONTRACTUAL TERMS AND CONDITIONS

FEDERALLY ASSISTED OPERATIONS/MANAGEMENT/SUBRECIPIENTS

The Contractor clauses and provisions of this Exhibit apply to all Federally assisted supply and service contracts. These provisions supersede and take precedence over any other clause or provision contained within this contract which may be in conflict therewith.

1. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- (a) Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

The Contractor agrees to include the above clause in each Subcontract associated with this Contract. The clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

2. 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 Contract. 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 Contract or the FTA assisted project for which this Contract 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 CITY OF OCALA 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 associated with this Contract. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

3. Access to Records and Reports.

Authority - 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333 and 49 C.F.R. part 633, 49 CFR part 625, 49 CFR part 630, FTA Master Agreement FY2020 at Sections 8(c)(1) and 20.

Applicability – all contracts

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete

and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor is notified that the Authority may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.
- d. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
- e. **Contractor agrees to comply with FTA regulations, "Transit Asset Management; National Transit Database,"** 49 C.F.R. parts 625 and 630, as applicable, and follow applicable federal guidance.

[Flow Down Requirements](#) - This requirement flows down to all subcontracts at every tier.

4. NOTICE OF FEDERAL REQUIREMENTS

- (a) The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in CITY OF OCALA's Master Agreement with the FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.
- (b) The Contractor is advised that Federal requirements applicable to this Contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this Contract. Any such changes shall also apply to this Contract

5. TITLE VI CIVIL RIGHTS ACT OF 1964

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

- (a) **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter referred to as "DOT") Title 49, Code of Federal Regulations, Part 21, 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 Contract.
- (b) **Nondiscrimination.** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin 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.
- (c) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- (d) **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CITY OF OCALA or the Federal Transit Administration (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 CITY OF OCALA, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (e) **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, CITY OF OCALA shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
 - (2) cancellation, termination, or suspension of the Contract, in whole or in part.
- (f) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraph (1) through (f) above in every Subcontract, including procurements 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 CITY OF OCALA or FTA may direct as a means of enforcing such revisions 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 CITY OF OCALA, and, in addition, the United States to enter into such litigation to protect the interests of CITY OF OCALA and the United States.

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS – FTA CIRCULAR 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Greater Richmond Transit Company (CITY OF OCALA) requests, which would cause CITY OF OCALA to be in violation of the FTA terms and conditions.

7. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall recognize mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 et seq.).

8. TERMINATION 2 C.F.R. § 200.339; 2 C.F.R. part 200, Appendix II (B)

FLOW DOWN. For all contracts in excess of \$10,000, the Termination clause extends to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.

Termination for Convenience (General Provision) The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Convenience or Default (Cost-Type Contracts) The AGENCY may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of AGENCY or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the AGENCY, or property supplied to the Contractor by the AGENCY. If the termination is for default, the AGENCY may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the AGENCY and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of AGENCY, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the AGENCY determines that the Contractor has an excusable reason for not performing, the AGENCY, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, 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 AGENCY may terminate this contract 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 be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the AGENCY 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 AGENCY, 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.

Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Waiver of Remedies for any Breach In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Opportunity to Cure (General Provision) The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION 2 C.F.R. part 180; 2 C.F.R. part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689

FLOW DOWN. Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this

offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION.

Authority – FTA Master Agreement FY2020 at Section 39(b)(1)-(2).

Applicability – all contracts

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Authority. The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Flow Down Requirements - The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

11. RESTRICTIONS ON LOBBYING

- (a) The Contractor shall timely comply with the requirements of the lobbying restrictions set forth in Section 319 of Public Law 101-121, as implemented by the Department of Transportation in 49 C.F.R. Part 20, and as those authorities may be hereafter amended.
- (b) If a Standard Form LLL, "Disclosure Form to Report Lobbying," is required to be completed by the Contractor or Subcontractor at any tier, such disclosure form shall be furnished to CITY OF OCALA.

12. CLEAN AIR AND WATER ACT

- (a) Definitions:

- (1) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. § 7401 et seq.).
- (2) "Clean air standards," as used in this clause means:
 - (i) any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.
 - (ii) an applicable implementation plan as described in Section 110(d) of the Air Act [42 U.S.C. § 7410(d)]; or
 - (iii) an approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. § 7412(d)].
- (3) "Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. § 1342), or by local government to ensure compliance with pre-treatment regulations as required by Section 307 of the Water Act (33 U.S.C. § 1317).
- (4) "Compliance," as used in this clause, means compliance with:
 - (i) clean air or water standards; or

- (ii) a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.
- (5) "Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised, by a Contractor or Subcontractor, sued in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee of the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.
- (6) "Water Act," as used in this clause, means Clean Water Act (33 U.S.C. § 1251 et seq.).
- (b) The Contractor agrees:
 - (1) to comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Clean Water Act (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this Contract.
 - (2) that no portion of the work required by the prime Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
 - (3) to use best efforts to comply with clean air standards and clean water standards at the facility in which the Contract is being performed; and
 - (4) to insert the substance of this clause into any nonexempt Subcontract, including this paragraph (b)(4).

13. FLY AMERICA

The Contractor agrees that international air transportation of any persons involved in or property acquired for the Contract must be provided by U.S. flag air carriers to the extent service by these carriers is available, as required by the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. 40118, in accordance with U.S. GAO regulations, "Uniform Standards and Procedures for Transportation Transactions," 4 C.F.R. Part 52, and U.S. GAO Guidelines for Implementation of the "Fly America Act" B-138942, 1981 U.S. Comp. Gen. LEXIS 2166. March 31, 1981.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION

- (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 laborers or mechanics in any workweek in which the individual is employed on such work to work in excess for forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (b) Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the provisions set forth in paragraph (a) above, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), 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 provisions set forth in paragraph (a) above, 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 (40) hours without payment of the overtime wages required by the provisions set forth in paragraph (a) above.
- (c) Withholding for Unpaid and Liquidated Damages. CITY OF OCALA shall upon CITY OF OCALA's 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 provisions set forth in paragraph (b) of this clause.

- (d) Payroll and Basic Records.
- (1) The Contractor or Subcontractor shall maintain payroll records during the course of Contract work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 209 C.F.R. 5.5(a)(3) implementing the Davis-Bacon Act.
 - (2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of CITY OF OCALA or the Department of Labor. The Contractor or Subcontractor shall permit such representatives to interview employees during working hours on the job.
- (e) Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the provisions set forth in paragraphs (a) through (d) above, and also a provision requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the provisions set forth in paragraphs (a) through (d) above.

15. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS; 49 U.S.C. § 5310, § 5311, and § 5333, 29 C.F.R. Part 215

- (a) Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)
- (b) Flow Down: These provisions are applicable to all contracts and Subcontracts at every tier.
- (c) Transit Employee Protective Provisions
- (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - (i) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
 - (ii) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set

forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.

- (iii) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- (2) The Contractor also agrees to include the any applicable requirements in each Subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.
- (d) CITY OF OCALA encourages the Contractor, to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official CITY OF OCALA business or when performing any work for or on behalf of CITY OF OCALA. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving”, Oct. 1, 2009 (available at <http://edocket.access.gpo.gov/2009/E9-24203.htm>) and DOT Order 3902.10 “Text Messaging While Driving”, Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2010-01, February 2, 2010, available at https://www.transportation.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to:
 - (1) Considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
 - (2) Conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
 - (3) Encouraging voluntary compliance with the agency’s text messaging policy while off duty.
- (e) The Contractor is encouraged to insert the substance of this clause in all tier Subcontract awards.

16. CHARTER SERVICE OPERATIONS

If this is an operational service contract:

- (a) The Contractor agrees to comply with 49 U.S.C. § 5323(d) and 49 C.F.R. Part 604. The Contractor is prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. § 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation; and

School Bus Operators

- (b) Pursuant to 49 U.S.C. § 5323(f) and 49 C.F.R. Part 605, the Contractor may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, the Contractor may not use federally funded equipment, vehicles, or facilities.

17. DRUG-FREE WORKPLACE PROGRAM

- (a) As used in this clause:
 - (1) "Alcohol" means ethyl alcohol and any beverage containing ethyl alcohol.
 - (2) "Controlled substance(s)" means a substance, including a drug and an immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, Quaaludes, amphetamines, "exotic/designer" drugs, benzodiazepines, Seconal, codeine, barbiturates, Phenobarbital, or Valium.

- (3) "Safety sensitive task" means each category of work performed at a construction workplace which, if performed by a person impaired by the effects of alcohol or a controlled substance:
 - (i) would pose a serious risk of death or personal injury to the employee or others in the vicinity; or
 - (ii) could compromise the quality of the construction in such manner as would impose a significant public safety risk in the operation of CITY OF OCALA's public transportation system.
- (4) "Drug-free workplace" means a site for the performance of work done in connection with CITY OF OCALA's construction contract at which employees are prohibited from using alcohol or from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- (5) "Employee" means an employee of a Contractor or Subcontractor who may be directly engaged in the performance of work under CITY OF OCALA's construction contract.
- (6) "Reasonable suspicion" means the presence or absence of specific criteria identified in the Contractor's drug-free workplace program (indicating the possibility that a person is under the influence of alcohol or a controlled substance) as observed by the Contractor's supervisory personnel with reasonable training in the identification of such criteria.
- (b) The program shall provide for mandatory drug testing of employees who are to perform safety sensitive tasks under the following circumstances:
 - (1) All employees will be tested prior to assignment to CITY OF OCALA's construction project to ascertain the use of controlled substances if the employee will be performing safety sensitive tasks; and
 - (2) When there is a reasonable suspicion that an employee is under the influence of alcohol or a controlled substance at the workplace; and
 - (3) When an employee has been involved in an accident or unsafe practice (as defined in the Contractor's safety program) at the workplace.
- (c) The program may, at the Contractor's discretion, include mandatory employee drug testing under the following circumstances:
 - (1) As part of or as a follow-up to counseling or rehabilitation for controlled substance use; or
 - (2) As part of a voluntary employee drug testing program.
- (d) A random testing procedure to detect the use of alcohol or a controlled substance by employees performing safety sensitive tasks is required as part of the Contractor's program for the purpose of preventing or deterring hazardous performance. The procedure shall require that, at a minimum, five percent (5%) of the Contractor's employees will be randomly tested within the Contract period or within each year of the Contract period, whichever period is shorter.
- (e) All testing by or on behalf of the Contractor because of a requirement in CITY OF OCALA's Contract shall be conducted only for employees engaged (or to be engaged) in safety sensitive tasks and only for use of alcohol or a controlled substance and shall be conducted in a manner and under written policies that minimize the intrusion on the employee's privacy and personal dignity. This provision shall not preclude the Contractor from adding its own additional testing requirements.
- (f) The Contractor shall publish a statement notifying employees that the use of alcohol at the workplace or the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees at any time is prohibited and specifying the actions that will be taken against employees for violations of such prohibition.
- (g) The program must require each employee who will perform a safety sensitive task, prior to working under CITY OF OCALA's Contract to:
 - (1) Acknowledge in writing the Contractor's drug-free workplace program; and

- (2) Give advance written consent to any drug testing that may be conducted under the Contractor's program and the use of test results for decisions related to employment, disciplinary action, or continued employment. The Contractor will agree, in connection with the employee's consent that the results of testing for alcohol and controlled substances will not be voluntarily referred to any law enforcement agency. If the Contractor is subject to a collective bargaining agreement:
 - (i) the procedure for obtaining the individual employee's acknowledgment and consent must be consistent with the Contractor's obligations under the collective bargaining agreement; and
 - (ii) employees shall have the right to be accompanied by a union representative when any specimen is obtained for testing.
- (h) The Contractor will establish a drug-free awareness program to inform its employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees who refuse to submit to required testing and for other violations of the drug-free workplace program including, but not limited to, being unable to remain employed at the workplace until approval to return is obtained from CITY OF OCALA.
- (i) The Contractor's drug-free workplace program shall, at a minimum, include:
 - (1) Policies and procedures for specimen collection, chain of custody for specimens, laboratory qualification standards, laboratory analysis procedures, quality control requirements, and test result reporting procedures which substantially conform to the material requirements of the Mandatory Guidelines for Federal Workplace Drug Testing Programs promulgated by the U.S. Department of Health and Human Services in effect on the date of award of CITY OF OCALA's construction contract.
 - (2) Procedures for the Contractor's employees to report their use of prescription drugs used in the course of medical treatment or which have been prescribed and authorized for use by a licensed medical practitioner.
 - (3) The criteria the Contractor will use for "reasonable suspicion" testing.
 - (4) The levels of alcohol or controlled substances which will be used in conjunction with a determination that an employee is "under the influence" or is "impaired by the effects of" alcohol or controlled substance(s).
- (j) The Contractor shall display a notice, prominently placed near each entrance to the workplace, stating that, by entering the premises, persons are consenting to an inspection of themselves and their property including, but not limited to, their clothing, vehicles, briefcases, lunch boxes, toolboxes, purses, and packages.
- (k) The Contractor agrees to use its best efforts to establish and maintain a work environment free of use by employees of alcohol or controlled substances through implementation of paragraph (b) through (j) of this clause. The Contractor shall prepare and maintain records in sufficient detail to demonstrate compliance with the requirements of this clause including, but not limited to, certifications from Subcontractors and records of drug or alcohol tests conducted during performance of the Contract. Such records shall be subject to inspection and audit by CITY OF OCALA, and the Contractor's noncompliance may authorize CITY OF OCALA to withhold all or any portion of any payments due the Contractor until the Contractor demonstrates compliance.
- (l) A Drug-Free Workplace Program clause identical to this clause (except for changes appropriate for designation of the parties), including this subparagraph (l) will be included in every Subcontract entered into in connection with this Contract.

18. EQUAL EMPLOYMENT OPPORTUNITY

This clause applies to all contracts, except contracts for standard commercial supplies or raw materials and construction. During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. This shall include, but not be limited to: 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.
- (c) The Contractor shall include the provisions of paragraphs (a) and (b) of this clause in every Subcontract or purchase order except for standard commercial supplies or raw materials and construction.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

FLOW DOWN. The DBE contracting requirements flow down to all third-party contractors and their contracts at every tier. It is the recipient's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the recipient to make sure it intervenes to monitor compliance. The onus for compliance is on the recipient.

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1). As an additional resource, recipients can draw on the following language for inclusion in their federally funded procurements.

Overview. It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the AGENCY to:

- 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- 5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
- 6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

DBE Participation. For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by the AGENCY.

DBE Participation Goal. The DBE participation goal for this Contract is set at 2.55%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling not less than 2.55% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission. Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts. If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the AGENCY generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In

determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration. Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the AGENCY's Buyer, David Williams (dwilliams@ocalafl.gov). The Buyer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor. The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance. The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract. These reports shall provide the following details:

- DBE utilization established for the Contract;
- Total value of expenditures with DBE firms for the quarter;
- The value of expenditures with each DBE firm for the quarter by race and gender;
- Total value of expenditures with DBE firms from inception of the Contract; and
- The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the FDOT and AGENCY (City of Ocala). Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The AGENCY to have access to necessary records to examine information as the AGENCY deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the AGENCY, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in the ACCESS TO RECORDS AND REPORTS SECTION.

Sanctions for Violations. If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM ** Not Applicable as Cummins Inc. does not have the opportunity to engage a DBE in the completion of this contract as we are the manufacturer of Cummins Engines. **

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

☐ The Bidder/Offer is committed to a minimum of 2.55% DBE utilization on this contract.

☐ The Bidder/Offeror is unable to meet the DBE goal of 2.55% and is committed to a minimum of % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

☒ Bidder/Offeror cannot commit to any DBEs since work will not be subcontracted.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE IDENTIFICATION AND INFORMATION FORM

| Firm Name | Address | Contact Name | Tele- phone Number | Description of Work to be Per- formed | Race & Gender of Firm | Participation % (of Total Contract Value) |
|-----------|---------|--------------|--------------------------|---|-----------------------------|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

20. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from it. However, this clause does not apply to this Contract to the extent that this Contract is made with a corporation for the corporation's general benefit.

21. AUDIT AND INSPECTION OF RECORDS

- This clause is applicable if this Contract was entered into by means of negotiation and shall become operative with respect to any modification to this Contract whether this Contract was initially entered into by means of negotiation or by means of formal advertising.
- The Contractor shall maintain records, and CITY OF OCALA, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such Contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transcriptions.

- (d) The Contractor further agrees to include in all Subcontracts hereunder a provision to the effect that the Subcontractor agrees that CITY OF OCALA, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such Subcontractor, involving transactions related to the Subcontract, for the purpose of making audit, examination, excerpts and transactions.

22. ACCESS REQUIREMENTS TO INDIVIDUALS WITH DISABILITIES

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. § 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. app. 1612; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 39;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 36;
- (e) DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) General Services Administration regulations, "Construction and Alteration of Public Buildings," "Accommodations for the Physically Handicapped," 41 C.F.R. Parts 101-10;
- (g) Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609.

23. PRIVACY ACT

- (a) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restriction and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the Contract.
- (b) The Contractor agrees to include the above clause in each Subcontract associated with this Contract. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

24. RECYCLED PRODUCTS; 42 U.S.C. § 6962, 40 C.F.R. Part 247, Executive Order 12873

- (a) Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or Contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items

in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

- (b) Flow Down: These requirements flow down to all contractor and Subcontractor tiers.
- (c) Recovered Materials: The Contractor agrees to comply with all the requirements of Section 6002 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 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

25. DISTRACTED DRIVING, INCLUDING TEXT MESSAGING WHILE DRIVING

- (a) The Contractor agrees to comply with:
 - (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
 - (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and:
 - (i) Adopt and enforce policies that ban text messaging while driving in Contractor-owned or rented vehicles or, if applicable, CITY OF OCALA-owned vehicles; or while driving privately-owned vehicles when performing any Work for or on behalf of CITY OF OCALA.
 - (ii) Conduct initiatives in a manner commensurate with the size of the business, such as,
 - (A) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (B) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (i) *Safety*. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Contract, or when performing any work for or on behalf of the Contract;
 - (ii) *Contractor Size*. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - (iii) *Extension of Provision*. The Contractor agrees to include these Special Provisions of this Contract in its sub-contract agreements and encourage its sub-contractors to comply with this Special Provision.
- (b) For purposes of this paragraph, the phrase "text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise; it does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

26. VETERANS EMPLOYMENT

CITY OF OCALA is a recipient of Federal financial assistance on this Contract. The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of Title 5 C.F.R.) who have the requisite skills and

abilities to perform the construction work required under the Contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

27. SEAT BELT

Seat Belt Use. The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (a) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- (b) Including a "Seat Belt Use" provision in each of its sub-contractor agreements related to the Contract.

[Flow Down Requirements](#) – This requirement flows down to all subcontracts at every tier.

28. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, CITY OF OCALA is prohibited from using federal funds to:
 - (1) Procure or obtain,
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use "Covered Telecommunications Equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system.
- (b) As described in Public Law 115-232, section 889, "Covered Telecommunications Equipment or Services" is:
 - (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (c) Contractor shall not use or provide to CITY OF OCALA Covered Telecommunications Equipment or Services in the performance of this Contract.
- (d) Contractor shall insert the substance of this Paragraph in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.
- (d) Contractor shall notify CITY OF OCALA immediately if Contractor cannot comply with the prohibition during the performance of this Contract.

29. Motor Carrier Safety

Authority - FTA Master Agreement, FY2020 Section 33

Applicability - all contracts

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

- (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;
- (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;
- (3) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 C.F.R. parts 390 – 397, to the extent applicable; and
- (4) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

[Flow Down Requirements](#) – This requirement flows down to all subcontracts at every tier.

30. Protection of Sensitive and Personally Identifiable Information

Authority - FTA Master Agreement, FY2020 Section 36(c), US DOT Common Rules

Applicability - all contracts

Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

[Flow Down Requirements](#) – This requirement flows down to all subcontracts at every tier.

31. Trafficking in Persons

Authority - Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); FTA Master Agreement FY 2020 at Section 4(f)

Applicability - all contracts

Contractor agrees that it and its employees that participate in the Contract, may not: Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect, Procure a commercial sex act during the period of time that the Contract is in effect, or Use forced labor in the performance of the Contract or subagreements thereunder. Violation of this provision provides City of Ocala the right to unilaterally terminate the Contract.

[Flow Down Requirements](#) – This requirement flows down to all subcontracts at every tier.

32. Federal Tax Liability and Recent Felony Convictions

Authority - 2019 Pub. L 116-6; FTA Master Agreement FY 2020 at Section 4(g), DOT Order 4200.6.

Applicability - all contracts

By submitting a bid or otherwise attempting to enter into a contract with the City of Ocala, the undersigned Contractor certifies that it:

- (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

33. Domestic Preferences for Procurements

Authority - 2 CFR part 200 Appendix II (L); 2 C.F.R. § 200.322 Applicability - all contracts

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

Lauren Stanislav

NAME (Print)

Lauren Stanislav

Signature

Cummins Inc. (dba Cummins Sales and Service)

Company Name

May 21, 2025

Date

| Exhibit E- Subcomponent Pricing | | |
|---|-----------------|--------------------|
| Gillig OEM Components | | \$18,202.00 |
| Description | Part Number | Quantity |
| Mount, Rear Engine Cushy Float | 53-21338-000 | 2 |
| Mount, Front Engine Cushy Float | 53-21338-002 | 2 |
| Tube, Exhaust Bellows 14.38 | 01-71759-000 | 1 |
| Clamp, V Band | 01-58451-000 | 2 |
| HOSE, HUMP | 56-09125-004 | 1 |
| Hump Hose | 56-09125-008 | 1 |
| HUMP HOSE 3X6 | 56-18875-013 | 1 |
| CLAMP | 01-65361-000 | 2 |
| Hose | 56-09019-005.00 | 1 |
| Hose | 56-09017-040.00 | 1 |
| Valve, Pressure Relief | 53-09988-000 | 1 |
| Hose, FC300 Str/Str 97" | 46-04B1111-0950 | 1 |
| Hose, FC300 #6 x 024.0 | 46-06B1114-0240 | 1 |
| Hose, FC300 #4 x 62.0" | 46-04B1111-0620 | 1 |
| Sensor, Coolant Level | 51-69965-000 | 2 |
| Fitting, Sight Glass, Surge Tank | 01-68324-000 | 2 |
| Cooler, Transmission Oil | 53-29008-000 | 1 |
| Hose Assy, FC300 #16 | 46-16B1010-CTL | 1 |
| Hose Assy, FC300 #16 | 46-16B1014-CTL | 1 |
| Starter Assy, 24V * | 53-19322-031 | 1 |
| Radiator | 82-89630-001 | 1 |
| Valve, Air Governor 110-130 PSI | 04-51787-000 | 1 |
| Locknut, Nylock 1/2"-13 Gr5 | 54-12540-009 | 4 |
| Flatwasher, 1.38" OD x .56 ID 8 | 41-00035-011 | 8 |
| Bushing, Rubber, Rad Brace, Neoprene 6 | 56-70679-000 | 6 |
| Nut, Hxhd 1/2"-13 Gr5 4 | 54-12536-009 | 4 |
| Rod, Threaded, 1/2"-13 Unc, 16" 1 | 40-10575-001 | 1 |
| Rod, Threaded, 1/2"-13 Unc. 20" 1 | 40-10575-002 | 1 |
| Bracket, Rad Brace Mtg, Engine 1 | 40-64438-000 | 1 |
| Bolt, 5/8"-18 x 3" Hxhd Gr5 5 | 54-11352-011 | 5 |
| Flatwasher, 2.25" OD x .65 ID 2 | 41-00035-008 | 2 |
| Mount, Center Bonded Neoprene 2 | 53-28088-000 | 2 |
| Nut, Hxhd Nylock 5/8"-18 Gr5 2 | 54-12550-011 | 2 |
| Flatwasher, 5/8" Hard 2 | 54-12601-012 | 2 |
| Flatwasher, Spcl 1.25ID x 2.0 16Ga Steel 2 | 54-13112-026 | 2 |
| Bolt, Hxhd 3/8"-16 x 1.25" Gr8 8 | 54-11321-004 | 8 |
| Flatwasher, 3/8" Hard 8 | 54-12601-008 | 8 |
| Nut, 3/8"-16 SSTL 4 | 54-13108-045 | 4 |
| Bracket, RH Rad Brace Mtg, 0.62 x 4.19 | 40-11230-002 | 1 |
| Alternative Items Sourced | | |
| Description | Part Number | Quantity |
| Niehoff Alternator | C803D | 1 |
| | | |
| Wiring Harness between shift selector and TCU (part and labor) | | \$3,700.00 |
| Description | Part Number | Quantity |
| Transmission Shifter Harness | 50-77249-001 | 1 |
| | | |
| Cummins Aftertreatment Components | | \$13,850.00 |
| Description | Part Number | Quantity |
| Aftertreatment Overhaul Kit | 5693775RX | 1 |
| SCR | 4354219 | 1 |
| Decomp | 5271591 | 1 |
| SCR Temp | 5461614 | 1 |
| PM Sensor | 5461556RX | 1 |