



REQUEST FOR PROPOSAL FOR:

PROPOSAL SUBMISSION DATE:

RFP #:



JACKSONVILLE TRANSPORTATION AUTHORITY

121 W. Forsyth Street., Suite 200 • Jacksonville, Florida 32202

JACKSONVILLE TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSALS (RFP) FOR

TRANSIT SHELTERS, AMENITIES & OUTDOOR EQUIPMENT

PROPOSAL SUBMISSION DATE:

BY 2:00 PM (LOCAL), TUESDAY, APRIL 30, 2019

RFP NUMBER: P-19-010

Jacksonville Transportation Authority
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202

JACKSONVILLE TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSALS

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JACKSONVILLE TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL No. P-19-010

SUBJECT: TRANSIT SHELTERS, AMENITIES & OUTDOOR EQUIPMENT

PROPOSAL CLOSING: APRIL 30, 2019, 2:00 P.M. (LOCAL TIME)

SECTION I **NOTICE FOR PUBLICATION**

Sealed Proposals for P-19-010 Transit Shelters, Amenities & Outdoor Equipment will be received by the Jacksonville Transportation Authority (the "Authority" or the "JTA"), until the above-stated Proposal opening date and time at the following location:

Jacksonville Transportation Authority, Receptionist Desk – Customer Center
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202

The Customer Center entrance is located on the Hogan Street side of the 121 Atlantic Place building. The complete Solicitation package will be available March 29, 2019, and must be obtained by sending an email request to JTA Procurement, at procurement@jtafla.com.

SUMMARY OF KEY DATES

Proposed Timeline	Date
Pre-Proposal Meeting	Thursday, April 11, 2019 at 1:00 PM
Deadline for Questions	Tuesday, April 16, 2019 at 12:00 PM
Response to Questions in Addendum	Friday, April 19, 2019
Proposal Closing Date	Tuesday, April 30, 2019 at 2:00 PM
Issue Notice of Intent to Award	Thursday, May 16, 2019
Complete Contract Negotiations & Execution	June 30, 2019

Disadvantaged Business Enterprise (DBE). All Proposers are hereby notified that there is no DBE participation goal assigned to this solicitation; however, DBE participation is encouraged.

This contract is subject to contract compliance payment tracking, and the prime contractor and any DBE subcontractors shall provide any noted and/or requested contract compliance-related payment data electronically in the B2GNow Contract Compliance Program System. The prime contractor and all DBE subcontractors are responsible for responding by any noted response audit date or due date to any instructions or request for information, and to check the B2GNow Contract Compliance Program System on a regular basis. The prime contractor is responsible for ensuring all DBE subcontractors have completed all requested items and that their contact information is up-to-date.

Access information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2GNow Contract Compliance Program System is web-based and Contract Compliance Reporting – Vendor Training and can be accessed at the following Internet address: <https://jtafla.dbesystem.com/FrontEnd/EventList.asp>).

Contract Term. This Contract shall commence upon execution by the Authority and shall be effective for five (5) years. This Contract may be extended for one (1) successive five (5) year period at the option of the Authority.

Basis of Award. The JTA will make the Contract award, if any, to the highest ranked responsive and responsible Proposer in accordance with its Procurement Rule 002, which is incorporated herein by reference. The JTA reserves the right to waive any irregularity in any Proposal, to request clarification of any Proposal, to request additional information from any Proposer, to reject any or all Proposals, in whole or in part, and to re-advertise, cancel, or postpone the Solicitation, at any time, with or without cause, without liability to any Proposer.

Contract Type. Fixed price with economic adjustments.

Minimum Requirements. Proposers must be in good standing and authorized to transact business in the State of Florida, and must not be listed in the System for Award Management (SAM) as an excluded party. In addition, all licenses required for Proposers whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation must be active and current at the time of the proposal submission. Failure to demonstrate compliance will result in being deemed non-responsive.

Insurance. Specific insurance requirements are set forth in the Solicitation package.

Pre-Proposal Meeting. Attendance at the Pre-Proposal Meeting is strongly encouraged. The Pre-Proposal Meeting will be conducted on the date and time specified on the Summary of Key Dates table at the following location:

Jacksonville Transportation Authority, Board Room
3rd Floor Board Room
121 West Forsyth Street, Suite 200
Jacksonville, Florida 32202

Those interested in calling in to the Pre-Proposal Meeting may use the following conference information:

USA Toll Free: (877) 873-8017
 USA Caller Paid: (636) 651-3181
 Access Code: 4089289

Proposers who desire to call-in must notify Procurement **by email** of their intent at least one day prior to the Pre-Proposal Meeting.

Contact Information. All questions or concerns regarding this Solicitation must be submitted **by email** to JTA Procurement, at procurement@jtafla.com, prior to the deadline specified in the Summary of Key Dates table. Late questions will not be answered. All responses will be issued in an Addendum, on the date specified in the Summary of Key Dates table, that is provided to all Proposers who have obtained the Solicitation package from the JTA.

Cone of Silence. From the date of the initial publication of this Solicitation until the contract is awarded and the protest period has expired, all communication relating to this Solicitation, with the exception of Disadvantaged Business Enterprise (DBE) related questions, shall be sent to the following JTA email address:

Tina L. Roberts, CPPB
Interim Senior Manager, Procurement
Email: procurement@jtafla.com

All DBE questions shall be addressed to Ken Middleton at DBE1@jtafla.com or 904-598-8728. This includes questions related to certification or assistance with finding certified DBE's to partner with.

If you are not sure who to send a question to, please send it to procurement@jtafla.com and it will be forwarded to the appropriate personnel.

All other communication to the JTA or any JTA employee, Supplier, or Board Member regarding this Solicitation is prohibited, unless made in accordance with JTA's Solicitation and Award Protest Rule. The JTA Board of Directors has established a zero tolerance policy and the JTA will disqualify any Proposer who makes or causes to be made, directly or indirectly, any improper communication. Nothing contained in this paragraph prohibits JTA personnel from initiating contact with a Proposer and subsequent communication related thereto for the purpose of obtaining additional information that is relevant to the Solicitation.

Proposers are hereby notified that the JTA is subject to the Florida Public Records Law and the Government in the Sunshine Act, as set forth in Florida Statutes Chapters 119 and 286; as such, most communications to the JTA are subject to public disclosure, and the selection meeting(s), if any, will be open to the public.

All JTA contracts are subject to funding availability and are not binding upon the Authority until duly executed by the Authority and delivered to the Proposer.

By virtue of this Agreement, the Parties might encounter information about the other Party that such Party considers confidential, including by way of example and not limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, clients, finances, and personnel data related to the business affairs of both Parties, terms and pricing under this Agreement, the Authority's intellectual property which means any and all intellectual property and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, techniques, algorithms, databases, computer software and code, mask words, formula, techniques, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship and all information clearly identified as confidential at the time of disclosure ("Confidential Information").

A Party's Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the other Party by a third-party without restriction on the disclosure; or (iv) is independently developed by the other Party.

The Parties agree to hold each other's Confidential Information in confidence and agree to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement, and otherwise to maintain Confidential Information in accordance with reasonable business practices. Nothing will prevent either Party from disclosing the terms or pricing under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

When the Contract requires services, all correspondence, documents, drafts, data compilations and tabulations, research, analysis, plans, reports, and work product of any kind, in any medium, submitted to or prepared by or for the Consultant in connection with this Contract, are the sole property of the Authority and shall be scanned into electronic format and provided to the Authority in an indexed, logical, searchable format on computer Compact Disks (CDs) or other format acceptable to the Authority. Such correspondence must be provided to the Authority within thirty (30) days of the close-out of the assigned Project and must be received before the Authority will release final payment to the Consultant. The original documents shall be maintained by the Consultant for a period of five (5) years after the completion of final payment by the Authority. Thereafter, or upon termination of this Contract for any reason, such records shall immediately be delivered to the Authority.

The Authority will have the right to visit the Consultant's site for inspection of the Consultant's work at any time during reasonable work hours. In addition to the inspection and audit rights set forth herein, the Authority, its agents, and employees may perform inspections of the work at any reasonable time and at any stage of production. Such inspection or failure to inspect on any occasion shall not affect the Authority's rights, or the Consultant's obligations, under warranty or other provisions of this Contract, nor shall such inspection be deemed acceptance of services.

SECTION II

INSTRUCTIONS TO PROPOSERS

1. **INTRODUCTION.** The Jacksonville Transportation Authority (the “Authority” or “JTA”) is a public body politic and corporate agency of the State of Florida created under chapter 349, as amended, Florida statutes. The Authority is a transit and transportation facilities provider in North Florida, constructing and improving roadways as well as constructing, equipping and operating transit services. The Authority operates in Duval County, Florida (the “County”), including in the City of Jacksonville, Florida (the “City”) and surrounding areas.
2. **SOLICITATION TERMINOLOGY.** The term Solicitation includes all documents that are included or referenced in the Solicitation package, including without limitation, the Request for Proposals, Instructions to Proposers, Specifications, Scope of Work/Services/Products, Special Conditions, Insurance Requirements, Contract Form, General Conditions, Required Clauses for Federally-Assisted Contracts, Required Forms and Certifications. The terms Proposer and Vendor may be used interchangeably.
3. **PROPOSER'S OFFICIAL RECEIPT OF SOLICITATION DOCUMENTS.** The Proposer must request and receive the complete Solicitation package directly from the Authority. If you submit a Proposal and you do not receive the Solicitation documents directly from the Authority, there is a serious risk that you will not be kept informed of Addenda and, therefore, your Proposal may be deemed non-responsive.
4. **PROPOSAL DELIVERY AND OPENING.** Proposals must be submitted in an opaque sealed envelope and properly labeled with the name and number of the Solicitation. Proposals must be submitted by the due date, at the location identified in the Notice for Publication (the “Notice”), or as amended in an Addendum. The sealed envelope must contain one (1) original, one (1) electronic copy, and nine (9) hard copies of all of the exact Forms contained in Section VII. No additional promotional or advertising information will be accepted. Facsimile and electronic transmissions will not be accepted. Late Proposals will not be opened. **Due to the lack of control over the standard postal delivery service, many companies hand-deliver or use a private delivery service to ensure delivery by the 2:00 P.M. deadline.** The Authority is not responsible for the failure of the postal service or private delivery service to locate and deliver the Proposal in a timely manner. The Authority is the official timekeeper and the Authority's determination of the time shall be deemed correct and final.
5. **PROPOSAL ADDENDA.** The Authority may respond to questions, or it may clarify or change any part of this Solicitation by issuing an Addendum. By submitting a Proposal, each Proposer consents to the content of all Addenda, whether or not received by the Proposer. **Proposals must include the written acknowledgment of all Addenda that is contained in Section VII.** The Solicitation may only be modified or clarified by Addenda and no verbal or informal writing that attempts to modify or interpret the Solicitation will be binding upon the Authority.

- 6. PROPOSER REVIEW OF SOLICITATION AND CONTRACT DOCUMENTS.** By submitting a Proposal, the Proposer represents that it has fully informed itself as to: (i) the conditions to be encountered; (ii) the character, quality, and quantities of work to be performed; (iii) the goods and materials to be furnished; and (iv) all of the requirements of the Solicitation and Contract documents, including the plans, specifications, and the labor and security conditions under which the Contract is to be performed. The Proposer shall not be relieved of its obligation to furnish all goods, materials, equipment, labor, and services necessary to complete the Contract by reason of having failed to inform itself with respect to those matters. If this acquisition is related to a project in which conditions, specifications, and/or plans have been issued, those documents, where applicable, are incorporated herein. The Authority does not guarantee the accuracy of any information that may have been provided in connection with the Solicitation and if this is a lump sum Contract, the Authority does not assume any responsibility for determining the quantities required.
- 7. QUALIFICATIONS AND REFERENCES.** The Authority reserves the right to request any additional information it deems necessary regarding the Proposer's previous experience and qualifications, and the Authority may also consider any evidence available to it regarding the financial, technical, and other qualifications and abilities of the Proposer. The Proposer shall provide any additional information requested within forty-eight (48) hours of such request.
- 8. NON-RESPONSIVE PROPOSALS MAY BE REJECTED.** The failure to comply with any requirement contained in the Notice, Instructions to Proposers, Required Forms, and/or other Solicitation documents may result in the rejection of the Proposal as non-responsive.
- 9. RESERVATION OF RIGHTS IN THE SOLICITATION PROCESS.** The Authority reserves all rights it is entitled to under the law, including the right to:
- reject any or all Proposals and to cancel or postpone the Solicitation, in whole or in part, for any reason, without liability;
 - issue subsequent or concurrent Solicitation(s) for the work/services described herein;
 - perform background checks, reference checks, and consider any information the Authority deems pertinent to the Solicitation;
 - request additional copies of the Proposal from the Proposer, at no cost to the Authority; and
 - request additional or omitted information and seek clarifications of any Proposal.
- 10. FIRM PRICES AND RENEWAL OPTIONS.** If a Contract is awarded, all prices are to remain firm for a period of one (1) year from the date of contract execution. By mutual consent of both parties, the Contract may be renewed for one (1) additional five (5) year period. The Authority will consider price escalation or de-escalation prior to the annual anniversary date of contract execution. Escalation and de-escalation will be reviewed by

the Authority on an item-by-item basis. Proposers who are awarded a Contract and become Suppliers and/or Suppliers may request increases or decreases in price only on the anniversary date as follows:

Prior to ninety (90) days before the anniversary of the original contract execution date, the Proposer may submit a written request for escalation or de-escalation only on items for which it can no longer honor the awarded price. The request must include the Authority's stock/item number, if applicable, a brief description of the item, and a new price that will remain firm until the next anniversary date.

The Authority reserves the right to:

1. Grant or decline any request for escalation or de-escalation with or without cause.
2. Request documentation from the referenced parts manufacturer justifying any requested increase. In the event of such request the Authority will only allow the Proposer to increase its Proposal price by the amount of the actual increase as provided by the parts manufacturer. The Proposer may be required to document any price increase on the anniversary date.

Any decision of the Authority to grant or decline a request for price adjustment will be at the Authority's sole discretion and its decision shall be final. Annual rate adjustments for services will be at the discretion of the Authority.

11. REQUIRED FORMS. Proposers shall complete and return all Forms required by Section VII. The Forms must be submitted using the exact Forms provided and must be signed by an authorized representative of the Proposer. Any alteration of the Forms or failure to submit required Forms may cause the Proposal to be rejected as non-responsive.

The Forms cannot be marked "N/A" and returned as an effort to comply with the requirements. These Forms **MUST** be completed, signed, and returned with your Proposal. The burden is on each Proposer to know of and submit all required Forms with Proposal submittals. If the Authority determines that a Proposer has failed to return completed Form(s), and/or has failed to sign all required Form(s), the Proposal may be rejected as non-responsive.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM. It is the official policy of the U.S. Department of Transportation (DOT) and the Authority that Disadvantaged Business Enterprises (DBEs) have a level playing field on which to participate in the performance of all contracts. This Contract is subject to the requirements of Title 49 Code of Federal Regulations, Part 26.

The Supplier and its subcontractors shall not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status in the performance of this Contract. The Supplier shall carry out applicable

requirements of the DBE Program in the award and administration of the work associated with this Contract.

Participation Goals. If a DBE participation goal has been established for the Contract, Proposers must meet one (1) of the following criteria to be considered for the Contract:

- (a) Achieve the DBE participation goal as specified below;
OR
- (b) Submit documentation detailing its good faith efforts.

If a DBE participation goal has not been established for this project, Proposers are encouraged to make every attempt to secure a level of DBE participation that contributes toward the achievement of Authority's overall DBE goal of 19.27%. When a goal has been established, the failure of the Proposer to either meet the participation goal or submit satisfactory evidence of good faith efforts may result in the Proposal being rejected as non-responsive.

() **DBE Goal Established For The Contract:** The Proposer shall make a good faith effort to subcontract (XXXXXX Percent (XX%) of the dollar value of the total annual aggregate amount of the Contract as set forth in the Notice, to certified DBE subcontractors (race conscious). Contracted Proposers shall submit reports, on forms provided or approved by the Authority: (1) with each invoice, indicating the amount of the progress payment due to DBE firms; and (2) quarterly and annual reports indicating the total aggregate amounts paid by the Authority to the Proposer for each work or Purchase Order, and the amount and percentages of those payments which have been paid to individually identified DBE firms.

OR

(X) **No DBE Goal Established for The Contract:** Proposers are encouraged to make every attempt to obtain participation of certified DBEs and other small businesses in the completion of the Contract (race neutral).

Documenting Goal Initiatives. DBE forms will be used to document the Proposer's achievement of the established DBE goal for the Contract or, if no goal is specified, information on DBE participation. DBE forms shall be as complete and accurate as possible, and shall include all required information. Failure to comply with these requirements may be cause for rejection of the Proposal. A Proposer who does not meet the stated DBE goals, where assigned, must also submit Good Faith Effort documentation as part of its Proposal (see the "Good Faith Efforts" section listed below). Proposers who do not address these requirements may be deemed non-responsive.

Determining Compliance with DBE Requirements for Contracts with a DBE Goal - Forms. Each Proposer must acknowledge its commitment to achieving the DBE

participation goals set by the Authority. There are several required forms that must be submitted as part of the Solicitation process, which support this requirement:

- Schedule of Subsuppliers/Contractors Form - Identifies those subcontractors/suppliers whom the Proposer will utilize on the Contract, including the certified DBE businesses, and the scope and relative value (expressed as a percentage) of work to be performed by each subcontractor.
- Proposer's List - Lists all potential subcontractors/suppliers contacted by the Proposer for the Contract.
- Intent to Perform as a DBE - Submitted for each DBE subcontractor/supplier, outlining the dollar value of the work to be performed.

If the Proposer is awarded a Contract with the Authority, it must enter into formal written agreement with the DBEs identified in its *Schedule of Subsuppliers/Subcontractors Form* in accordance with the assignments identified and outlined in the *Intent to Perform as a DBE*.

If the selected Proposer is a certified DBE and intends to perform a portion of the work with its own forces, the Proposer shall identify the responsibilities it intends to perform by type and by percentage of work to be done. In order for the work to be counted towards the DBE goal assigned to the project, the Proposer must perform the work as specified and may not delegate or contract the specified responsibilities to other entities.

Certification. ALL PROPOSED DBEs MUST BE CERTIFIED BY THE FLORIDA UNIFORM CERTIFICATION PROGRAM (UCP) AT THE TIME OF SUBMISSION OF THE PROPOSAL. If a subcontractor/supplier is not certified by the aforementioned certification program at the time of submission, the Proposer can neither report the non-certified business' participation, nor include that company's dollar value of work towards any established DBE goals. Applications for certification may be obtained from the Authority directly or from the Authority's website at www.jtafla.com. The Proposer shall fully comply with all requests for additional documentation. In determining an applicant's eligibility for DBE status, the Authority will generally rely upon the Federal Certification Process, as described in 49 CFR Part 26. In addition, as a member of the Unified Certification Program (UCP) within the state of Florida, where FDOT is the host agency, the Authority will accept DBEs certified by FDOT and may, on a case-by-case basis, accept a DBE certification decision made by another UCP or non-Florida Department of Transportation.

Good Faith Efforts. Any Proposer who is unable to meet the requested DBE participation goal, where established, is required to include, as part of its Proposal, Good Faith Effort documentation detailing the attempts made to secure DBE participation. An important component in evaluating a Proposer's good faith efforts is the number of qualified DBEs expressing an interest in performing work under the Contract. When there is limited availability of such firms, a Proposer cannot reject a DBE as unqualified

unless the Proposer has sound reasons to do so, as determined by a thorough investigation of the DBE's capabilities.

The extent and type of actions required for a Proposer to meet the good faith effort requirement may vary depending upon such factors as industry practice, time available for submitting a Proposal, and the type of agreement involved. See Appendix A to 49 CFR Part 26 for additional information. The following list, which is neither exclusive nor exhaustive, provides examples of the actions and activities which would be considered good faith efforts on the part of a Proposer attempting to meet the prescribed DBE goal:

- a) Attending planned pre-proposal meetings scheduled by the Authority to review resources, such as certified DBE vendor lists, and to discuss, among other things, DBE participation opportunities;
- b) Advertising in general circulation, trade association, and minority/women-focused media concerning subcontracting opportunities;
- c) Soliciting the interest of a reasonable number of DBEs through written notices, and allowing an adequate amount of time for response and inquiry from interested parties;
- d) Contacting prospective DBE participants, in response to initial Solicitations to assess level of interest;
- e) Utilizing subcontracting arrangements and other techniques to structure the project in a manner designed to increase the likelihood of participation of DBE firms;
- f) Providing interested DBEs with adequate information about the plans, specifications, scope of work, and requirements of the Contract;
- g) Discussing with interested DBEs the required capabilities of the project and performing a thorough investigation of the DBE's qualifications to determine inherent competencies;
- h) Using good business judgment to negotiate in good faith with interested DBEs regarding price, and reviewing all reasonable quotes from interested DBE businesses;
- i) Assisting interested DBEs in obtaining bonding, lines of credit, insurance, and other guarantees required by the Authority and/or the Proposer;
- j) Supporting interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance and services; and

k) Effectively utilizing the services of various community and professional organizations to aid in identifying qualified DBEs. These organizations include, but are not limited to minority and women-based community organizations; chambers of commerce; contractor groups; local, state, and federal business assistance offices; the Authority; and other organizations that provide assistance in the identification of DBEs.

These efforts are active steps, ones that may significantly increase the potential for sufficient DBE participation and the achievement of DBE participation goals. When the Authority determines that the Proposer's actions were mere pro forma efforts that fall short of the good faith efforts such as those listed above, the Proposal may be rejected as non-responsive.

13. PROPOSER DISQUALIFICATION: Any of the following causes may be considered sufficient for the disqualification of a Proposer and the rejection of its Proposal:

- a. submission of more than one (1) Proposal from a Proposer for the same work by an individual, entity, partnership, or corporation under the same or different names; or submission of alternate prices which will not be accepted unless the Solicitation (or Addendum) has clearly provided for alternate prices on the applicable Forms;
- b. evidence of collusion between or among Proposers;
- c. work for which the Proposer is committed by contract, which, in the Authority's judgment and sole discretion, might hinder or prevent the prompt completion of the Contract if awarded to the Proposer;
- d. being behind on the approved completion schedule for any existing contract or contract completed within two (2) years of the Bid submission date with the Authority where the Contractor has been assessed liquidated damages, being involved in litigation with the Authority, or having been declared by the Authority to be in default on a previous contract with the Authority;
- e. poor, negligent, or defective performance of work for the Authority or any other party on prior projects, which, in the Authority's judgment and sole discretion, raises doubts as to the Proposer's ability to properly perform the Contract;
- f. appearance of the Proposer on the Department of General Services' Convicted Vendors List;
- g. submitting more than one (1) price on each item even though it has two (2) or more types or styles that will meet specifications. Proposers must determine for themselves which to offer;

- h. violating the Cone of Silence;
- i. having any real or apparent conflict of interest, including any relationship with or interest in those firms who have assisted the Authority in the preparation of the Solicitation;
- j. misstating or omitting a material fact in the Proposal, submitting a Proposal that is conditional, or submitting a proposal that contains unauthorized conditions, limitations, exceptions, or alterations;
- k. failing to properly: (i) execute any Form; (ii) execute any Proposal Security; (iii) execute other required documents; or (iv) meet the minimum requirements of the Solicitation; or
- l. any other reason, as determined in the sole discretion of the Authority, that warrants rejection of the Proposal or disqualification of the Proposer, including listing unqualified subcontractors or failing to provide adequate references for the Proposer and/or any subcontractors upon request.

The Authority may cancel or postpone the Solicitation and may reject any and all Proposals, with or without cause, and may waive any minor irregularity in any Proposal.

- 14. TAXES.** The Authority is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No.85-8012646346C-1; and (b) Federal Excise Tax Registration No. 59-6018367. The only purchases allowed to be made using these exemptions are to be made on either an Authority Purchase Order or an Authority check. The sales tax exemption does not apply to goods or services that are purchased or consumed by the Proposer for which the Proposer is deemed to be the ultimate consumer. The Proposal price shall include all applicable taxes and charges, if any.
- 15. CARTAGE.** All cartage and package charges shall be included in the Proposal price.
- 16. DEVIATIONS TO SPECIFICATIONS.** In addition to the requirements of the previous paragraph, all requests for deviations from the specifications must be submitted as a written question prior to the deadline for questions. Proposals may be rejected as non-responsive if deviations are used without being approved in an Addendum.
- 17. DISCOUNTS.** ALL DISCOUNTS OTHER THAN PROMPT PAYMENT SHALL BE INCLUDED IN THE PROPOSAL PRICE. Prompt payment discounts will be considered during the administration of the Contract, but will not be considered when evaluating the Proposal price.
- 18. PROVISION FOR OTHER AGENCIES.** By signing and submitting its Proposal, the Proposer hereby agrees to extend the terms, conditions, and other negotiated agreements to any Transit Authority, or any City, County, or State Government agency within the State

of Florida. It is understood that some negotiated agreements may require further negotiations between the successful Proposer and the entity desiring to benefit from this Solicitation. Any such resulting agreements will be independent of the Authority.

- 19. PROCUREMENT DEPARTMENT AS AGENT.** When the Contracts, Procurement and Inventory Department is acting as agent for "other public activities" defined as activities receiving financial support in part from the Authority but not under the direct governing jurisdiction of the Authority, the name of such public activity shall be substituted for the words "JTA" and "Authority" throughout the Solicitation and Contract.
- 20. ETHICS PROVISION.** The Proposer, by affixing its signature to the Proposal and/or by accepting a Purchase Order, represents that it has reviewed the provision of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code, and the provisions of the Procurement Code contained in chapter 126, Jacksonville Ordinance Code.
- 21. ACKNOWLEDGEMENT AND AGREEMENT TO CONTRACT TERMS.** By signing the Proposal, the Proposer acknowledges its agreement to all terms, conditions, and specifications contained in this Solicitation and resulting Contract, if any. When the Authority issues a Purchase Order(s), the Bidder shall comply with all the terms, conditions, and specifications contained in this Solicitation and resulting Contract, per the Order of Precedence in the Contract, until expiration or termination of the Contract. The work is to begin only after proper authorization and issuance of a Purchase Order or a Notice to Proceed.
- 22. NO PROPOSAL PREP COSTS.** Under no circumstances will the Authority compensate any Proposer for the costs associated with responding to this Solicitation.
- 23. ALL-INCLUSIVE PROPOSAL.** The Proposal shall include, at no additional cost to the Authority, all necessary safety equipment; in addition, all necessary taxes, licenses, permits, and insurance shall also be obtained by the Proposer at no additional cost to the Authority.
- 24. REQUEST FOR CLARIFICATION AND SUPPLEMENTAL INFORMATION.** The Authority reserves the right to seek clarification and supplemental information from any or all Proposers when the Proposal contains any information or implication that is ambiguous.
- 25. PUBLIC RECORDS AND GOVERNMENT IN THE SUNSHINE LAWS.** The Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA). In compliance therewith, at the sole discretion of the Authority, the Authority may disseminate or make available to any person, without the consent of the Proposer, information regarding the Contract or the Proposal, including without limitation: requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; and technical

information or data, whether or written or oral, furnished to the Authority in connection with this Solicitation.

26. AVAILABILITY OF PROPOSALS AFTER OPENING. In accordance with the Florida Public Records Law, Florida Statute Section 119, copies of all Proposals are available for public inspection thirty (30) days after the opening of Proposals or on the date of Notice of Intent to Award, whichever is earlier. Proposers may review opened Proposals once they are available for public inspection by contacting the JTA Public Records Office at publicrecords@jtafla.com.

If JTA rejects all Proposals submitted in response to a competitive Solicitation and concurrently provides notice of its intent to reissue the competitive Solicitation, the rejected Proposals remain exempt from §§ 119.07(1) and 119.24(a), Art. I of the State Constitution until such time as JTA provides notice of an intended decision concerning the reissued competitive Solicitation or until JTA withdraws the reissued competitive Solicitation. A Proposal is not exempt for longer than twelve (12) months after the initial notice rejecting all Proposals.

27. SUDAN/IRAN PROHIBITION. Pursuant to Section 287.135, Florida Statutes, by submitting the Proposal, the Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

28. STANDARD ASSURANCES (including Non-Collusion and Debarment Certifications). By submitting a signed Proposal, each Proposer certifies, under penalty of perjury, that:

- A. The Proposer understands all requirements and, if selected, the Proposer will comply with all of the requirements of the Solicitation, the Proposal, and any resulting Contract.
- B. The signatory of the Proposer is of lawful age, and no other person, firm, or corporation, other than those clearly identified in the Proposal, has any interest in the Proposal and/or any resulting Contract.
- C. The Proposal is made without any understanding, agreement, or connection with any other Proposer or potential Proposer for the Contract, and is in all respects fair and without collusion or fraud; no attempt has been made or will be made by the Proposer to induce any other person, entity, partnership, or corporation to submit or not submit a Proposal for the purpose of restricting competition; the prices in the Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any other competitor for the purpose of restricting competition as to any other matter relating to such prices; unless otherwise required by law, the prices which have been noted in the Proposal have not been knowingly disclosed by the Proposer and will not

knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.

- D. The Proposer is familiar with, and the Proposal is in full compliance with, all applicable federal, state, and local laws and regulations, and the Proposer shall fully comply with same during the entire term of the Contract. The Proposer certifies that the Proposal complies with all applicable safety requirements, such as those required by OSHA, EPA, and the Authority.
- E. The Proposer understands that a person or affiliate (as defined by Florida law) who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By submitting a signed Proposal, the Proposer certifies, under penalty of perjury, that no person, entity, or affiliate involved in the Proposal is in violation of the restriction noted above.
- F. If the Proposal is over one hundred thousand dollars (\$100,000), the Proposer understands that the Contract awarded under this Solicitation, if any, is a covered transaction for purposes of the following statutes and regulations and the Proposer is required to comply with 2 CFR Part 1200, 2 CFR Part 180, Executive Orders 12549 and 12689, and 31 U.S.C. § 6101 note, as each may be amended from time to time. By submitting a signed Proposal, the Proposer certifies, that:
 - 1. The Proposer is not currently debarred or suspended by the Authority under the Authority's rules, and the Proposer will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
 - 2. The Proposer and its principals and subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,

- (5) Voluntarily excluded, or
- (6) Disqualified;

b. The Proposer's management has not, within a three (3) year period preceding its Proposal, been convicted of or had a civil judgment rendered against any member of management for:

- (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
- (2) Violation of any federal or state antitrust statute, or
- (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property;

c. The Proposer is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses listed in the preceding Section 1.b of this Certification;

d. The Proposer has not had one (1) or more public transactions (federal, state, or local) terminated for cause or default within a three (3) year period preceding this Certification;

e. If, at a later time, the Proposer receives any information that contradicts the statements of subparagraphs 2.a – 2.d above, the Proposer will promptly provide that information to the Authority;

f. The Proposer will treat each lower tier subcontract under this Contract as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- (1) Equals or exceeds twenty-five thousand dollars (\$25,000.00),
- (2) Is for audit services, or
- (3) Requires the consent of a federal official; and

g. The Proposer will require that each covered lower tier subcontractor:

- (1) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
- (2) Assure that each lower tier participant in this Contract is not presently declared by any federal department or agency to be:
 - (a) Debarred,
 - (b) Suspended,
 - (c) Proposed for debarment,
 - (d) Declared ineligible to participate,
 - (e) Voluntarily excluded from participation, or
 - (f) Disqualified from participation.

3. The Proposer shall provide a written explanation attached to the Signature Page of the Proposal if it or any of its principals, including any of its first tier subrecipients or any of its third-party participants at a lower tier, are unable to certify compliance with the preceding statements in this Certification. If requested by the Authority, the Proposer shall execute the FDOT Form 375-30-32.

29. RECYCLED PRODUCTS. When the Contract is or may be supported from federal funds, the Authority is required to comply with the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, which requires the Authority to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, direct the Authority to specify a competitive preference for products containing recycled materials identified in those EPA guidelines for contracts valued at ten thousand dollars (\$10,000.00) or more. For information about the EPA's recovered materials advisory notices, see the EPA's Web site: <http://www.epa.gov/cpg/backgrnd.htm>.

30. PROTESTS. All protests concerning this Solicitation and any award hereunder shall comply with and be governed by the Authority's Solicitation and Award Protest Rule 004 (the "Rule"), a copy of which is available from the Authority's website at www.jtafla.com (under "About JTA," then "Administrative Rules," then "Rule 004") or from the Authority's Administrative Offices at 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202. Under the Rule, any person who wishes to protest the contents of this Solicitation, including Addenda, shall file with the Authority's Senior Contracts, Procurement, and Inventory Manager a written Notice of Protest, no less than five (5) business days before the Proposal's due date, and comply with the other requirements of the Rule. Under the Rule, any person who is adversely affected by the Authority's decision or intended decision with respect to an award under this Solicitation shall file with the Authority's CEO and Senior Contracts, Procurement, and Inventory Manager a written protest, no later than 5:00 p.m. on the fifth (5th) business day after the posting of the Notice of Decision or Intended Decision, and shall comply with the other requirements of the Rule. Failure to timely file a Notice of Protest shall constitute a waiver of proceedings under the Rule.

SECTION III **SELECTION CRITERIA**

It is the sole responsibility of each proposer to address in its proposal each of the selection criteria described herein. Provide with your proposal any other information which would be relevant to the application of the selection criteria to your proposal.

Requirements for Respondents

1. Proposals shall contain no more than one hundred (100) pages, exclusive of the covers, required attachments, and tab sheets. Text and figures shall be printed on both sides of the paper. Proposals shall be on 8 ½ x 11 paper bound on one side. Proposals should be prepared in the order of the evaluation criteria detailed below, and tabs should be used to separate and label the sections according to criteria. Information included in a letter of transmittal may not be taken into consideration while reviewing proposals. Resumes should not be included for staff who are not material to the work. Drawings may be 11" x 17" in dimension.

The cover page of the vendor's proposal shall contain the following:

- a. **Legal name of the supplier.**
 - b. **Primary location. (Physical address)**
 - c. **Local address, if any.**
 - d. **Telephone number, FAX number and e-mail address.**
 - e. **Name of primary contact person.**
 - f. **Authorized signature of primary contact person.**
 - g. **Group(s) of Items included in Proposal**
2. Clear statements of experience related to the scope of work of management, staff and of the firm along with a list of references should be included. The list of references must include a contact person and telephone number.
 3. A list of all subconsultants/subcontractors that are an integral part of the proposal from a technical aspect must be included with detailed information as required in "C" above.

Minimum Requirements

1. The Proposer must state at the beginning of their proposal which Group(s) of items they are proposing to the JTA. The Proposer may choose to propose on:
 - a. Shelters and Amenities
 - b. Outdoor Equipment
 - c. Shelters, Amenities and Outdoor Equipment

2. If proposing on Shelters and Amenities:

- a. Proposers must be a transit shelter manufacturer or an authorized agent of such.
- b. Proposers must have the ability to meet all the shelter construction and installation requirements through its own staff or through a qualified subcontractor.
- c. Proposer must demonstrate in its proposal that it has a minimum of three (3) years of experience in the transit shelter and amenities manufacturing business.

3. If proposing on Outdoor Displays:

- a. The Proposer must be a totem manufacturer or an authorized agent of such.
- b. Proposer must have the ability to meet the totem installation requirements through its own staff or through a qualified subcontractor.
- c. The Proposers' totem and outdoor display manufacturing facility or facilities must be ISO-9001 Certified. A copy of the Certification must be provided.
- d. Proposer must demonstrate in its proposal that it has a minimum of three (3) years of experience in the transit totem and outdoor display manufacturing business

4. The Proposer must have at least one (1) existing system currently installed and operating for at least one (1) other transit agency in the United States of America.

Proposers Responsible for Addressing Criteria

Proposers should be aware that the proposal will be evaluated in accordance with the criteria prescribed herein and accordingly would be advised to structure their proposal in a manner to properly address each of the evaluation criteria. Proposals may be evaluated based on the Group(s) of items included in the proposal. The JTA may award one (1) or more Contracts.

Evaluation Criteria

The Evaluation Committee shall determine qualifications, interest and availability by reviewing the written responses received, and, when deemed necessary, by conducting formal interviews of selected proposers that are determined to be best qualified based upon the evaluation of written responses. The determinations shall be based upon the evaluation criteria below, the relative importance of which shall be indicated in the RFP.

Each of the following criteria will be scored accordingly:

1. Qualification/Experience (30 Pts):

Qualities and indicators that will generally receive consideration include the quality, quantity and continuity of experience of the proposer with the coverage of service being proposed or with similar services. Company history and years of providing selected Group(s) of items should be documented.

Documentation of company's ability to meet all FTA and FDOT requirements should be submitted. Staff assigned years of experience with this company and within the applicable industry should be documented.

2. Approach to Plan & Schedule (25 Pts):

Qualities and indicators that should receive consideration, should generally include the company's performance in converting the Scope of Services into a work plan, the detail and clarity as to the respondent's approach to undertaking the project, an established QA/QC program, company's ability to identify any special problems or concerns associated with the project and ideas how these obstacles should be addressed, including any approach which are designed to save time and money.

3. Overall Design and Aesthetic (30 Pts):

Rated based on Proposer's ability to provide shelters, amenities and/or outdoor displays designed to meet the scope requirements, as well as provide a pleasing aesthetic in keeping with JTA and City of Jacksonville guidelines.

4. Innovation (10 Points):

The Supplier shall document previous innovative experience, as well as their ability to provide innovative solutions in technology, functionality, customer value and costs related to transit stops.

- a. Innovative Expertise
 - Describe your experience in developing innovative solutions related to the project SOW.
 - Provide information about how your firm has contributed to innovative solutions in similar projects.
- b. Functionality & Customer Value
 - Describe the value of the proposed innovation(s) will provide to the JTA's customers, to include such functional characteristics of the solution(s) as usability, security, accessibility, comfort, human factors, technology, and compatibility with products that interact with the solution(s).
- c. Total Cost of Ownership (TCO)
 - Without providing costs of the proposed products, describe how your firms focus on innovation will reduce both indirect and direct costs.

5. Sustainability (5 Points):

- a. The supplier shall define its sustainability practices in manufacturing its proposed products.
- b. The supplier shall provide evidence of the overall sustainability of its proposed products.

6. Interviews

The Authority will determine whether interviews are necessary and, if so, Proposers will be notified.

7. Selection Process and Basis of Award

The Authority will score the Proposals using the selection criteria set forth above and will rank the Proposers based upon their scores. If interviews are conducted, the Authority may re-score certain sections of the Proposals at the conclusion of the last interview and may re-rank the Proposals as determined by the highest scores received. The scores will be assigned to each Proposer on a comparative basis, meaning that the scores will be based upon how well the Proposer fulfills the criteria as compared to the other Proposers.

The Authority will enter into negotiations with the highest-ranked Proposer(s). The Authority shall determine, at its sole discretion, when negotiations are unlikely to yield agreement, and may thereupon terminate such negotiations with a Proposer. The Authority may cancel the Solicitation at any time for any reason. If negotiations are unsuccessful, the Authority may cancel the Solicitation, or it may enter into negotiations with the next ranked Proposer. No ranking of Proposers, or commencement of negotiations with a Proposer, binds the Authority in any manner whatsoever or gives rise to any contractual or quasi-contractual responsibilities of the Authority. The Contract shall not be binding upon the Authority until the Authority has delivered a fully executed Contract to the Proposer.

Failure to provide complete and accurate information will result in lower score on evaluation.

SECTION IV **INSURANCE REQUIREMENTS**

The Supplier shall procure and maintain insurance policies with the following minimum coverage limits:

(a) Commercial General Liability Insurance: The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

(b) Business Automobile Liability Insurance: The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

(c) Professional Liability Insurance: This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor shall purchase and maintain at the Contractor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate	\$5,000,000
Project Specific	

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(d) Workers' Compensation and Employer's Liability Insurance: The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
Part Two – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

(e) Umbrella/Excess Liability: The Contractor shall purchase and maintain at the Contractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$10,000,000
Aggregate Limit	\$10,000,000

(f) Environmental Liability Insurance: This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor's expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits:	\$1,000,000	Each
Loss/Aggregate		

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses

incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation

(g) Other Insurance Provisions: Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Jacksonville Transportation Authority for the Contractor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Jacksonville Transportation Authority.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Jacksonville Transportation Authority must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Excess Liability policy (ies). A copy of the endorsement(s) must be supplied to Jacksonville Transportation Authority ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

SECTION V
CONTRACT FORM

CONTRACT BETWEEN
JACKSONVILLE TRANSPORTATION AUTHORITY
AND (SUPPLIER NAME)

THIS CONTRACT is made this _____ day of _____, 2019, by and between the **JACKSONVILLE TRANSPORTATION AUTHORITY** (the “Authority” or the “JTA”), a public body corporate and politic whose principal business address is 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202, and **(SUPPLIER FIRM NAME)** (the “Supplier”), a (State of organization) (select: Corporation/Limited Liability Company/Partnership/Limited Partnership/Limited Liability Partnership/Limited Liability Limited Partnership/Non-profit) whose principal business address is (Supplier Address). The Authority and the Supplier may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WITNESSETH

WHEREAS, the Authority has publicly advertised the Request for Proposals, **RFP P-19-010 JTA Transit Shelters, Amenities & Outdoor Equipment** (as amended, the "RFP" or the "Solicitation") and the entire Solicitation package is incorporated herein;

WHEREAS, the Supplier has prepared and submitted its Proposal, dated (date of Supplier's Proposal) (the "Proposal"), which is incorporated herein;

WHEREAS, the Authority has selected the Supplier, in accordance with all applicable laws, to provide the specific scope of work, services, and goods (and all other items necessary, proper for or incidental thereto) that are described in the Scope of Work (“**Exhibit A**”) and made a part hereof, on the terms herein contained;

WHEREAS, the Supplier hereby represents and warrants to the Authority that the Supplier is a legal entity organized/incorporated under the laws of the State of (State), is authorized to conduct business in the State of Florida, has taken all entity action necessary with respect to the execution and delivery of its obligations under this Contract and the officer of the Supplier who has executed and delivered this Contract is duly authorized with respect thereto;

WHEREAS, the Supplier hereby represents and warrants to the Authority that the Supplier is qualified and responsible regarding the goods and/or services to be provided hereunder, that all Supplier’s licenses required and regulated by the Florida Department of Business and Professional Regulation are active and current, that each of the officers, employees, and agents of the Supplier who will perform services in connection with this Contract on behalf of the Supplier meet the conditions of this clause, and that all individuals performing services are properly licensed when required by law;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Supplier do hereby agree as follows:

I. Scope of Work

1. The Supplier hereby agrees to provide the scope of work, perform the services, and furnish the goods and materials (and provide all other items necessary, proper for, or incidental thereto) that are set forth in the Solicitation and “**Exhibit A**”. Throughout this Contract, all references to the term "work" include all requirements of the specifications, regardless of whether it involves the provision of goods or services or both.
2. **Performance of Services.** All of the services shall be performed by the Supplier and its authorized subcontractors as identified by the Supplier in the Schedule of Subsuppliers/Subcontractors Form. Notwithstanding the use of one or more subcontractors by the Supplier, the Supplier acknowledges and agrees that all of the services performed and to be performed hereunder shall be the sole responsibility of the Supplier, and Supplier hereby agrees that it warrants all such work as if such work had been performed directly by the Supplier.
3. **Order of Precedence.** All of the terms and conditions of the Solicitation are hereby incorporated herein in full. In the event of a conflict between the terms of any of the following, the more stringent requirement shall apply. If the conflict cannot be resolved by following the most stringent requirement, the following order of precedence shall govern: (1) Section VI of the Solicitation that contains the required clauses for federally-assisted contracts, when applicable; (2) properly authorized written Contract Amendments; (3) properly authorized Purchase Orders; (4) this Contract; (5) the Specifications; (6) Special Conditions; (7) the Solicitation Addenda, if any; and (8) the Solicitation. As between the drawings and other specifications, the drawings take precedence over other specifications as to quantity and location and the specifications take precedence over drawings as to quality of materials and workmanship.
4. **Review of Work.** Any review of the work by the Authority, its other suppliers, or its partner agencies, including the City of Jacksonville, Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA), is for the sole benefit of the Authority. No such review, acceptance, or approval to proceed to the next level of service, nor the payment of any invoice (including the last invoice, release of retainage, or acceptance of final reports or plans and specifications) shall be deemed to constitute: (1) detailed review or checking of design, details, or accuracy of the Supplier's work; (2) a professional approval by the Authority; or (3) a release of the Supplier from any of its obligations and responsibilities for the accuracy of the plans and specifications. The Authority's review, approval, acceptance of, or payment for any of the services under this Contract shall not constitute a waiver of any of the Authority's rights under this Contract or any cause of action it may have arising out of this Contract.
5. **Contract Amendment(s).** If any modification to the Contract or a Purchase Order is required, the Parties shall execute an Amendment before the Supplier begins performing any additional or changed tasks associated therewith. Reference herein to the Contract includes all Amendments, if any. The Supplier will only be entitled to adjustments to compensation and/or

contract time if such adjustments are included in an Amendment. When possible, all Amendments shall be based upon the previously agreed-to hourly rates or unit costs. In the event that the Supplier and the Authority are not able to reach an agreement as to the amount of compensation to be paid to the Supplier for supplemental or reduced work desired by the Authority, the Supplier shall continue to proceed with the supplemental or reduced work in a timely manner for the amount determined by the Authority to be reasonable. In such event, the Supplier will have the right to submit the dispute to the Vice President of Administration for resolution in accordance with the Disputes Section 9 Paragraph 5 below; however, in no event will the resolution of the dispute through the courts or otherwise, relieve the Supplier from the obligation to timely perform the supplemental work. Notwithstanding the foregoing, the Authority has the right to terminate the Contract if the Parties fail to reach an agreement on an Amendment.

6. **Standard of Care and Quality of Goods.** The Supplier shall perform (and cause all subcontractors to perform) all services in a manner that is consistent with the level of reasonable care, skill, judgment and ability provided by others providing a similar type of service in the same geographic area. The standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract or any document incorporated or referenced herein, including the Solicitation. Unless otherwise expressly allowed by the specifications, all items furnished by the Supplier in connection with the work performed hereunder must be completely new and free from defects.

7. **Guarantee/Warranty.** Unless otherwise expressly stated in the specifications, the Supplier shall unconditionally guarantee the materials and workmanship on all equipment and goods furnished by it for a period of one (1) year from date of acceptance of the items delivered and installed. This warranty is in addition to, not in place of any manufacturer warranty. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the Authority are due to faulty design, installation, workmanship, and/or materials, upon notification, the Supplier, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of the Authority. Repairs, replacements or adjustments will be made only at such times as will be designated by the Authority to be the least detrimental to the operation of Authority business.

8. **Personnel.** All of the personnel assigned by the Supplier and all subcontractors shall be qualified and authorized under state and local laws to perform the applicable services, whether by appropriate license, registration, certification, or other authorization. The Supplier shall not change its assigned Project management staff, delete any of the identified subcontractors, or engage additional companies as subcontractors hereunder, without prior written approval of the Authority. Supplier agrees that it will remove from assignment under this Contract any employee or subcontractor, upon request by the Authority, which may be with or without cause. Any such removal shall not necessarily reflect on the capability or competence of the individual or entity so removed. Nothing herein shall affect the status or responsibilities of the Supplier as an independent contractor solely responsible for the method, manner, and means chosen by it to perform hereunder.

9. **Schedule(s).** The Supplier agrees that time is of the essence for the performance of each of the Supplier's obligations hereunder. The Supplier shall complete the work in accordance with the schedule set forth in the Solicitation and provide schedule progress reports, if applicable, in a format acceptable to the Authority and at intervals established by the Authority. The Authority will be entitled at all times to be advised, at its request, as to the status of work being performed by the Supplier and of the details thereof. Either Party may request and be granted a conference. If, at any time prior to completion of the work, the Supplier determines that the work is not progressing according to the schedule, the Supplier shall immediately notify the Authority in writing and shall provide a description of the cause of the delay, the effect on the schedule, and the recommended action to meet the schedule. An extension of time for performance shall be the Supplier's sole and exclusive remedy for any delay of any kind or nature caused by the Authority.

10. **Corrections and Clarifications.** Upon request by the Authority, the Supplier shall promptly make any revisions or corrections that resulted from any error and/or omission by the Supplier or subcontractors, and shall clarify any ambiguities, without additional compensation. Acceptance of the work by the Authority shall not relieve the Supplier of the responsibility for subsequent corrections and clarifications. At any time during any phase of work for which the Supplier or any of its subcontractors has performed services for the Authority, or during any phase of work performed by others, based on data furnished by the Supplier to the Authority, the Supplier shall confer with the Authority for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Supplier or its subcontractors. The Supplier shall perform all services necessary to correct its or its subcontractors' errors and/or omissions without additional compensation, even though final payment may have been received therefore. If any work or service contains an error, omission, deficiency, or mistake, the Authority may back-charge against the Supplier all reasonable costs incurred in identifying, documenting, and remedying any such error, omission, deficiency, or mistake. Such back-charge amounts may be deducted from any payment(s) due the Supplier. If the payment(s) due the Supplier are not sufficient to cover such amount(s), the Supplier shall pay the difference to the Authority. The Supplier shall be liable, and shall reimburse the Authority, for any and all expenses incurred by the Authority, above those that would normally be experienced if the Supplier's or its subcontractors' errors and/or omissions had not occurred.

II. Compensation, Invoices, and Terms of Payment

1. The Supplier shall deliver invoices to the Authority on a monthly basis for the work performed hereunder, in detail sufficient for a proper pre-audit and post-audit thereof. A written progress report, in format and detail approved by the JTA Project Manager, shall accompany each invoice.

2. All invoices shall reflect the applicable Proposal prices and shall show details of the computation of the amount requested in a form satisfactory to the Authority. Invoices shall be monthly from the first day of the month to the last day of the month and must be submitted not later than the tenth (10th) of the following month. Billings of less than one thousand dollars (\$1,000.00) shall not be submitted and shall be accumulated to following months' invoice(s), unless the invoice is for the final payment of a work, is a final Purchase Order, or is the fiscal

year-end invoice. To assist the Authority with annual financial close-out, the Supplier shall also submit an end-of-the-fiscal-year invoice not later than October 10 of each year for all unbilled services, fees, and costs performed through September 30 of that calendar year.

3. Invoicing for any travel expenses, when authorized by the terms of this Contract and by the Authority's Project Manager, will be in accordance with Section 112.061, Florida Statutes.

4. The Supplier shall provide the Authority with Certificates of Origin for any and all steel, iron, and/or manufactured goods delivered or utilized by the Supplier in any work or Project contemplated herein, regardless of the individual value of such steel, iron, and/or manufactured goods, when the overall Contract value meets or exceeds One Hundred Thousand Dollars (\$100,000.00). The Supplier shall also provide separate Certificates of Origin for each component part contained in any and all manufactured goods delivered or utilized by the Supplier in any work or Project under this Contract. Certificates of Origin must accompany all related invoices that the Supplier submits to the Authority for payment. If the Supplier fails to submit required Certificates of Origin with its invoices, the Authority may withhold payments due the Supplier until the Supplier has complied therewith.

5. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Contract will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent federal and state regulations, as applicable, with the understanding that there is no conflict between state regulations and federal regulations in that the more restrictive of the applicable regulations will govern.

6. Records of costs incurred under the terms of this Contract shall be maintained by the Supplier and upon written request, made available to the Authority at all times during the period of this Contract and for five (5) years after final payment is made for the work pursuant to this Contract. Copies of these documents and records shall be furnished to the Authority upon request.

7. Records of costs incurred will include: (1) the Supplier's general accounting records and Project records; (2) supporting documents and records of the Supplier and all subcontractors within the scope of this Contract; and (3) all other records related to the Contract that are considered necessary by the Authority for a proper audit of costs.

8. The Authority will have the right to retain, out of any payment due the Supplier under this Contract, an amount sufficient to satisfy any amount due and owing to the Authority by the Supplier on this Contract or any other agreement between the Supplier and the Authority. The Authority may withhold payment on any invoice in accordance with the Liquidated Damages provision, if any, or if none, the Authority may withhold the amount of its actual damages when the Supplier is in default under any provision of this Contract, or when the Authority determines that the schedule cannot be met and an extension of time is not warranted. The Authority may also withhold payment when payment from the Supplier is due in connection with indemnification or any other agreement between the Supplier and the Authority. This right to withhold payments will continue until such time as the Authority has been made whole.

9. All invoices requesting payment for subcontractor's services, supplier's services, reimbursable items, or expense items, must have copies of actual invoices or receipts attached which support the amounts invoiced, in such form and with such supporting detail as the Authority may require.
10. The Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subcontractors, and in accordance with the Supplier's written request, to pay a specific amount directly to a subcontractor. In such event, the Supplier agrees that any such payments shall be treated as a direct payment to the Supplier's account.
11. The Authority shall make payments to the Supplier based upon the approved invoices and supporting documentation and deliverables within thirty (30) days of the receipt by the Authority of a complete invoice. All invoices shall be sent to the attention of the Accounts Payable Office at accountspayable@jtafla.com, and shall include back-up documentation as required by the Authority, including the applicable Supplier Request for Payment Form ("**Exhibit C**"). Invoice payment requirements do not start until a properly completed invoice is provided to the Authority. If an invoice is not approved, in whole or in part, the Authority will inform the Supplier of the issue and Supplier will not be paid until the issue has been resolved to the satisfaction of the Authority.
12. When the Project requires DBE participation, a copy of the invoice and all supporting DBE documentation must be emailed to DBE1@jtafla.com. Failure to submit required DBE documentation may result in a delay in payment. Details of the required DBE supporting documentation are included in Section 13, Paragraph 5 herein.
13. Prompt Payment Discounts. Discounts for early payment may be offered either in the original Proposal or on individual invoices submitted under the Contract. Discounts that are included in the Proposal become a part of the Contract and are binding on the Supplier for all invoices submitted under the Contract. If the Supplier has offered a prompt payment discount, the Authority will only apply discounts that equal or exceed two percent (2%) of the invoice amount for payments that are made between ten (10) and twenty-nine (29) days after the Authority's receipt of a complete, acceptable invoice. For purposes of this Paragraph, time shall be computed from the date the invoice was received by the Authority and payment shall be considered to have been made on the date which appears on the payment check.
14. All compensation for services under a particular work or Purchase Order is subject to and contingent upon the availability of the federal, state, and/or local funding source that is applicable to the work or Purchase Order.
15. The acceptance of final payment by the Supplier shall be a full release of the Authority and its members, officers, agents, and employees for any and all claims arising out of or relating to this Contract. The Supplier hereby waives all indirect, incidental, special, and consequential damages in any proceeding arising out of or relating to this Contract.

III. Ownership of Documents and Inspection of Work

1. By virtue of this Agreement, the Parties might encounter information about the other Party that such Party considers confidential, including by way of example and not limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, clients, finances, and personnel data related to the business affairs of both Parties, terms and pricing under this Agreement, the Authority's intellectual property which means any and all intellectual property and tangible embodiments thereof, including without limitation inventions, discoveries, designs, specifications, developments, methods, modifications, improvements, processes, know-how, techniques, algorithms, databases, computer software and code, mask words, formula, techniques, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship and all information clearly identified as confidential at the time of disclosure ("Confidential Information").

2. A Party's Confidential Information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the other Party; (ii) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the other Party by a third-party without restriction on the disclosure; or (iv) is independently developed by the other Party.

3. The Parties agree to hold each other's Confidential Information in confidence and agree to disclose Confidential Information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement, and otherwise to maintain Confidential Information in accordance with reasonable business practices. Nothing will prevent either Party from disclosing the terms or pricing under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

4. When the Contract requires services, all correspondence, documents, drafts, data compilations and tabulations, research, analysis, plans, reports, and work product of any kind, in any medium, submitted to or prepared by or for the Consultant in connection with this Contract, are the sole property of the Authority and shall be scanned into electronic format and provided to the Authority in an indexed, logical, searchable format on computer Compact Disks (CDs) or other format acceptable to the Authority. Such correspondence must be provided to the Authority within thirty (30) days of the close-out of the assigned Project and must be received before the Authority will release final payment to the Consultant. The original documents shall be maintained by the Consultant for a period of five (5) years after the completion of final payment by the Authority. Thereafter, or upon termination of this Contract for any reason, such records shall immediately be delivered to the Authority.

5. The Authority will have the right to visit the Consultant's site for inspection of the Consultant's work at any time during reasonable work hours. In addition to the inspection and audit rights set forth herein, the Authority, its agents, and employees may perform inspections of the work at any reasonable time and at any stage of production. Such inspection or failure to

inspect on any occasion shall not affect the Authority's rights, or the Consultant's obligations, under warranty or other provisions of this Contract, nor shall such inspection be deemed acceptance of services.

IV. Term of Contract and Termination

1. This Contract shall commence upon execution by the Authority and shall be effective for five (5) years. This Contract may be extended for one (1) successive five (5) year period at the option of the Authority.
2. The Authority may terminate this Contract, in whole or in part, by delivering to the Supplier a written Notice of Termination. The Authority may terminate the Contract for its convenience or for failure of the Supplier to fulfill any of its obligations hereunder, including without limitation, the Supplier's failure to complete work within the required time or the Supplier's failure to diligently proceed with the work to the satisfaction of the Authority. The Supplier shall have the opportunity to affect a remedy within fifteen (15) days of the Notice of Termination. Upon the Supplier's receipt of a written Notice of Termination from the Authority, the Supplier shall: (1) immediately stop all further work unless otherwise directed in writing by the Authority as no compensation shall be paid for any work performed after receipt of such notice (provided however that expense of a nature which cannot be immediately terminated shall be reimbursed at the minimum amount which may reasonably be arranged for such termination, if the Authority concurs); and (2) deliver to the Authority's Project Manager copies of all data, drawings, specifications, reports, estimates, summaries, and other information and materials prepared while performing this Contract, whether completed or in process, in both paper and electronic formats acceptable to the Authority. In addition, if the Supplier has possession of Authority goods, it shall immediately provide the Authority with an accounting of same and protect and preserve those goods until surrendered to the Authority or its agent(s) or otherwise disposed of as directed by the Authority.
3. These termination provisions shall be made a part of all subcontracts under this Contract.
4. After the effective date of the Notice of Termination, the Authority will only pay for work/services already performed and goods already delivered and accepted in accordance with the terms of the Contract. At the discretion of the Authority, the Authority may make an equitable adjustment to the compensation due to the Supplier, but under no circumstances shall the Supplier be entitled to payment for any anticipatory profit, for work/services not yet performed, or for goods not accepted by the Authority.
5. The Supplier's obligations to the Authority that arise from the Supplier's improper acts or omissions shall survive the termination of this Contract.
6. In the event that termination is due to default or breach by the Supplier, the Authority may take over and complete the work. In such case, the Supplier shall be liable to the Authority for any additional cost occasioned thereby.

7. Should the Supplier: (1) fail to comply with any federal, state, or local law or regulation, including FTA circular 4220.1F as revised, and 49 CFR Part 18, if applicable; (2) fail to comply with any condition of this Contract; or (3) fail to complete the required work or furnish the required materials within the time required, the Authority reserves the right to purchase in the open market, or to take over and complete, the required item/work at the expense of the Supplier without waiving any right against the Supplier or its Surety, if any.

8. If the total value of the Contract exceeds one million dollars (\$1,000,000.00), the Authority may terminate the Contract if the Authority determines that the Supplier: (1) submitted a false certification required by Florida Statutes § 287.135; (2) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (3) has been engaged in business operations in Syria.

9. For the purposes of this Contract, an event of insolvency with respect to either Party hereto shall be deemed to be a default under this Contract by such Party. The term "event of insolvency" shall mean any of the following:

- A. The insolvency;
- B. The making of a general assignment for the benefit of creditors, the appointment of a receiver for the business or assets of such entity, or the application for the appointment of a receiver therefore;
- C. The filing of a petition by or on behalf of, or against such person or business in any bankruptcy court or under any bankruptcy or insolvency law; or
- D. The dissolution, liquidation or winding up of business.

V. Records and Audit

1. The Supplier agrees to maintain appropriate records with respect to work performed and other items reimbursable hereunder, and such records shall be supported by payrolls, invoices, vouchers, and other documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, and other documents pertaining in whole or in part to the work shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents not related to the work.

2. The Supplier shall provide access to records and reports in accordance with the following which are incorporated herein by reference: 49 U.S.C. 5325, 49 CFR 18.36(i), and 49 CFR 633.17, as applicable.

3. The Supplier shall permit the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies to inspect and audit all technical and economic Project data and records of the Supplier relating to its performance and its subcontracts under this Contract from the date of Contract through and until the expiration of five (5) years after completion or termination of the Contract, except in the event of litigation or settlement of claims arising from performance of this Contract, in which case the Supplier agrees to maintain same until all said and affected agencies and their

authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto.

4. The Supplier shall provide, upon receipt of reasonable notice, free access to its books and records by the proper officers and representatives of the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies during reasonable business hours. Further, the said agencies and their authorized representatives shall have the right, pursuant to an inspection, to review, audit, reproduce, or copy excerpts and transcriptions therefrom as necessary, and to inspect all work data, documents, proceedings, and activities related to this Contract. The Supplier shall include provisions similar to this Paragraph in all subcontracts which it awards, including, but not limited to, the additional provisions of allowing the Supplier, the Authority, the FDOT, the FHWA, the FTA, the State of Florida, the U.S. Government, and the authorized representatives of these agencies equal access to subcontractors' books and records.

VI. Conflict of Interest

1. The Supplier shall not promise any employee of the Authority, whose duties include matters relating to or affecting the subject matter of this Contract, compensation of any kind or nature from the Supplier, while such employee is employed by the Authority, or for one (1) year thereafter.

2. The Supplier affirms that it will not take part in any activities that will be a conflict of interest with the Authority or that would appear to compromise the integrity of the Authority. The Supplier shall provide written notice to the Authority immediately upon occurrence or first identification of any potential conflict-of-interest situation.

3. Upon request by the Authority, the Supplier shall execute any Conflict-of-Interest Certification that may be required.

VII. Debarred Proposers

The Supplier has a continuing obligation to inform the Authority whether it is or has been placed on any debarred, suspended, or excluded parties list maintained by the United States Government or the State of Florida. Should the Supplier, including any of its officers or holders of a controlling interest, be included on such a list during the performance of this Contract, the Supplier shall immediately inform the Authority. This obligation must be included in all subcontracts.

VIII. Indemnification

1. To the fullest extent permitted by law, the Supplier shall indemnify and hold harmless the Authority and its Board of Directors, officers, and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Supplier and other persons or entities employed or utilized by Supplier in the performance of this Contract. The provisions of

this Paragraph shall survive the termination of this Contract. The indemnification obligation hereunder shall not be limited in any way by amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefits acts, or other employee benefit acts.

2. In the event applicable law renders any provision of this Section unenforceable, then solely to the extent necessary to conform such provision to the requirements of law to remedy such unenforceable matter, such provision is deemed revised so as to be enforceable under law.
3. In addition to the Supplier's indemnification obligation, the Supplier shall be responsible for all liability for loss or damages, and it shall also be responsible for the payment of any fines imposed by any federal, state, or local agency as a result of the Supplier's actions or failure to act.

IX. Disputes, Defaults and Remedies

1. Upon a breach of any of the obligations of the Supplier or the Authority hereunder, the non-breaching Party shall have all of the rights and remedies provided under law, including, but not limited to the rights and remedies under the Uniform Commercial Code as in effect in the State of Florida, if applicable, as well as those referenced in 49 CFR Part 18 and FTA Circular 4220.1F, as revised. In addition, the non-breaching Party shall have all of the other rights and remedies specified elsewhere in this Contract.
2. During any dispute, unless otherwise directed by the Authority, the Supplier shall continue to diligently perform the work while matters in dispute are outstanding, unless a Notice of Termination has been issued by the Authority.
3. Should the Supplier suffer injury or damage to person or property because of any act or omission of the Authority, or any of the Authority's employees, agents, or others for whose acts the Authority is legally liable, a claim for damages therefore shall be made in writing to the Authority within fourteen (14) days after the first observance of such injury or damage. The failure to timely submit a written claim shall result in a waiver the Supplier's claim.
4. Disputes arising in the performance of this Contract shall be decided in writing by the Authority's Vice President of Administration, and the decision rendered shall be final and conclusive for the Authority.
5. **Mandatory Mediation.** All disputes arising out of or relating to this Contract shall be subject to mandatory pre-suit mediation under the auspices of a mediator to be selected by the Parties. Mediation must occur before a lawsuit is filed. Discovery prior to the scheduled mediation shall be limited to one (1) request for production of documents and two (2) depositions per Party not exceeding eight (8) hours total time per deposition. Each Party shall equally bear the costs of mediation and shall be solely responsible for its own attorneys' fees and other legal costs prior to and during the mediation process. In the event the case does not settle at mediation, the Parties may re-depose either or both witnesses on non-repetitive matters. The Supplier acknowledges that the Authority may not have present at any such mediation a person

or persons authorized to bind the Authority. If the mediation fails to produce a settlement, and the amount in controversy is below seventy-five thousand dollars (\$75,000.00), the Parties may agree to submit the dispute to fast-track arbitration with an AAA arbitration panel.

X. Bonds and Insurance

1. Insurance.

A. The Consultant shall, at its own expense, procure and maintain throughout the duration of this Contract, the types and amount of insurance coverage, limits, and endorsements conforming to the minimum requirements set forth herein and in the Solicitation. The Consultant shall not commence work until the required insurance is in force and the Certificate of Insurance has been provided to and approved by the Authority. The insurance policies must include the Authority as an Additional Insured in the General Liability and Commercial Auto policies, and must include a provision allowing for a minimum of thirty (30) days WRITTEN NOTICE OF CANCELLATION OR ADVERSE MATERIAL CHANGE to be provided to the Authority for all coverages. Until such insurance is no longer required by this Contract, the Consultant shall provide the Authority with renewal/replacement evidence of insurance at least thirty (30) days prior to the expiration of termination of such insurance. Said insurance shall be written by an insurer who holds a current certificate of authority pursuant to Chapter 624, Florida Statutes, and who has a most recently published rating by A.M. Best & Company of "A" or better. The insurance requirements contained herein, as well as the Authority's review or acceptance of insurance maintained by the Consultant, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Consultant under this Contract.

B. Minimum Insurance Requirements. Consultant shall maintain limits no less than:

i. Commercial General Liability Insurance. The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended

use. ii. Business Automobile Liability Insurance: The minimum limit shall be \$1,000,000 per accident for bodily injury or property damage. The insurance shall include coverage for the following:

- a. Owned/Leased Autos
- b. Non-Owned Autos
- c. Hired Autos

iii. Professional Liability Insurance: This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor shall purchase and maintain at the Contractor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate	\$5,000,000
Project Specific	

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

iv. Workers' Compensation and Employer's Liability Insurance: The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited		
Statutory Benefits as provided in the Florida Statutes and		
Part Two – Employer's Liability Insurance		
Bodily Injury By Accident	\$500,000	Each
Accident		
Bodily Injury By Disease	\$500,000	Policy Limit
Bodily Injury By Disease	\$500,000	Each
Employee		

*If leased employees are used, policy must include an Alternate Employer's Endorsement

v. Umbrella/Excess Liability: The Contractor shall purchase and maintain at the Contractor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$10,000,000
Aggregate Limit	\$10,000,000

vi. Automobile Liability Insurance: The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

vii. Environmental Liability Insurance: This additional coverage will be required by any Contractor performing environmental and/or other investigations involving excavation, drilling, or other site disturbance activities.

The Contractor shall purchase and maintain at the Contractor's expense Environmental Liability insurance (Contractors Pollution Liability) coverage for the life of this Contract.

The Limits of insurance shall not be less than the following limits:	\$1,000,000
Each Loss/Aggregate	

Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

C. Deductibles and Self-Insured Retentions. Deductibles and self-insured retentions up to \$25,000 are acceptable to the Authority for work under this Contract. Any deductible above \$25,000 must be approved in writing by the Authority prior to entering into this Contract and shall be clearly stated on the Certificate of Insurance. If the deductibles and self-insured retentions are not acceptable to the Authority, the Consultant shall procure a letter of credit or other evidence of financial responsibility guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

D. Other Insurance Provisions.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Jacksonville Transportation Authority for the Contractor's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Jacksonville Transportation Authority.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Jacksonville Transportation Authority must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Excess Liability policy (ies). A copy of the endorsement(s) must be supplied to Jacksonville Transportation Authority ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

E. All Coverages:

- i. Each insurance policy required by this Contract shall be endorsed to state that no material change or cancellation, including expiration and non-renewal of coverage, shall be effective until after at least thirty (30) days written notice has been given to: Jacksonville Transportation Authority, ATTN: Interim Senior Manager, Procurement, 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202.
- ii. Failure to maintain a current Certificate of Insurance on file with the Authority will be grounds for withholding or rejecting payment of invoices.
- iii. Notwithstanding the prior submission of a Certificate of Insurance, if requested by the Authority, the Consultant shall, within thirty (30) days after receipt of a written request from the Authority, provide the Authority with a certified complete copy of the policies providing the coverage required.
- iv. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, such event shall be deemed a material breach of this Contract. The Authority, at its sole discretion, may terminate this Contract and obtain damages from the Consultant resulting from said breach. Alternatively, the Authority may purchase such required insurance (but has no special obligation to do so) and without further notice to Consultant, the Authority may deduct from sums due to Consultant any premium costs advanced by the Authority for such insurance.

- v. It is the Consultant's responsibility to ensure that its subcontractors are covered under the required insurance limits. The Consultant may either require its subcontractors to purchase insurance coverage set forth herein individually, or it may include the subcontractor under the Consultant's insurance program.
- vi. Neither approval by the Authority nor failure to disapprove the insurance furnished by the Consultant shall relieve the Consultant of the Consultant's full responsibility to obtain and maintain the insurance policies as required by this Contract.
- vii. Compliance with the insurance requirements of this Contract shall not limit the liability of the Consultant. Any remedy provided to the Authority, members of its Board of Directors, committees, officers, agents, employees, and volunteers by the insurance policies shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- viii. The cost of insurance shall be included in the Consultant's fees, and there shall not be any further compensation or reimbursement therefore.

XI. Public Entity Crimes

The Authority reserves the right to terminate this Contract effective immediately upon written notice in the event that the Supplier or any of its affiliate(s) are placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes. For purposes hereof, "affiliate" shall have the meaning set forth in Section 287.133(1)(a), Florida Statutes. The Supplier shall advise the Authority promptly after conviction of any "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, applicable to the Supplier or any of its affiliate(s).

XII. Equal Employment Opportunity and Nondiscrimination

1. The Contractor will comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, creed, color, sex, sexual orientation, gender identity, pregnancy, genetic information, national origin, age, disability, religion, family status or other protected class in the performance of work under this Contract. The Contractor assures that it will comply with pertinent statutes, executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, sex, sexual orientation, gender identity, pregnancy, genetic information, national origin, age, disability, religion, family status or other protected class be excluded from participating in any activity conducted under this Contract. This provision binds the Contractor from the Solicitation period through the completion of the Contract.
2. The Supplier shall permit access to its books, records, accounts, other sources of information, and its facilities, as may be determined by the Authority to be pertinent to ascertain compliance with this Section.

XIII. Disadvantaged Business Enterprise (DBE) Participation

1. Disadvantaged Business Enterprise Participation. The minimum goal for the participation of DBE firms under this Contract is to achieve the Supplier's proposed DBE participation rate of Race Neutral that is set forth in its Proposal. To be counted toward that requirement, firms must be certified as DBE by the Florida Uniform Certification Program (UCP) in accordance with 49 CFR Part 26, which is deemed incorporated by reference into this Contract (copy available from the Authority's Diversity and Equity Manager).

2. DBE subcontractors. When the Solicitation required the submission of Subcontractor Utilization Form, each of the firms identified as a DBE firm shall be and shall remain certified as such in compliance with 49 CFR Part 26. Such firms (or firms substituted or added with the prior written consent of the Authority) shall collectively be utilized in the provision of services to achieve the Supplier's above-referenced annual aggregate DBE participation rate.

[For Projects with funding from FDOT, the DBE program goal is currently 10.65 %, race neutral, and will change when changed by FDOT.]

3. DBE Liaison. The Supplier shall comply in all respects with the Authority's DBE program. It is the Supplier's responsibility to ensure the intentions and interests of the Authority's DBE program are implemented. In order to make certain the policies are carried out in a responsible manner, the Supplier must appoint a high-level official to administer and coordinate the implementation of these policies. The provisions outlined in this Contract are applicable to all subcontracting arrangements under this Contract.

4. Affirmative Steps and Records. In accordance with 49 CFR 18.36(e), the Supplier shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible. Affirmative steps shall include: (i) placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (iv) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

The Supplier must maintain the following records concerning DBE participation with respect to this Contract for at least five (5) years following the completion of the work:

- A. All subcontractor/supplier subcontracts, including subcontracts with DBEs;
- B. Documentation developed during the identification and award of such subcontracts to DBE firms, including, but not limited to, copies of executed subcontracts enacted with Project participants.

5. Financial Reporting Requirements. When a DBE goal has been established, the Supplier shall submit monthly reports detailing payments to all subcontractors and suppliers, both DBE and non-DBE, in a format that is acceptable to the Authority. The Supplier shall fully cooperate with all audits, whenever performed. Failure to comply with these mandates may result in an unsatisfactory audit analysis and may have a bearing on future consideration for the award of Authority agreements.

“Exhibit C”, the Supplier Request for Payment Form, must be submitted with every invoice presented for progress or final payment, and must show the portion of the invoice due to each subcontractor (DBE and Non-DBE). In addition, when applicable, the Supplier must submit a report detailing the following information as it relates to invoices received from its DBE-certified subcontractors:

- A. The value of the work actually performed by the DBE employees and representatives; and
- B. The entire amount of the DBE subcontractor’s portion of the invoice. This includes, but is not limited to, the cost of supplies and materials obtained for work on the subcontract, including supplies and equipment leased and/or purchased from sources other than the Supplier and/or its affiliates.

When applicable, the Supplier shall also report the entire amount of compensation paid to each DBE for the following:

- A. All bona fide services, including professional, technical, supplier, and managerial services; and
- B. The costs of providing bonds or insurance specifically required for the performance of the subcontract, provided these fees do not exceed what is deemed reasonable and customary for services of this type.

All supporting DBE documentation including but not limited to the invoice, the monthly reports detailing payments made to DBE subcontractors, and the Supplier Request for Payment Form included as “Exhibit C” must be emailed to DBE1@jtafla.com. Failure to submit the required documentation may result in a delay in payment.

This contract is subject to contract compliance payment tracking, and the prime contractor and any DBE subcontractors shall provide any noted and/or requested contract compliance-related payment data electronically in the B2GNow Contract Compliance Program System. The prime contractor and all DBE subcontractors are responsible for responding by any noted response audit date or due date to any instructions or request for information, and to check the B2GNow Contract Compliance Program System on a regular basis. The prime contractor is responsible for ensuring all DBE subcontractors have completed all requested items and that their contact information is up-to-date.

Access information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The B2GNow Contract Compliance Program System is web-based and Contract Compliance Reporting – Vendor

Training and can be accessed at the following Internet address:
<https://jtafla.dbesystem.com/FrontEnd/EventList.asp>).

6. DBE sub subcontractors. At times, due to the size of a subcontract, a DBE may choose to enter into alternate arrangements with other businesses. Reporting of work done and applied towards DBE goals for the Project is limited by the following constraints:

A. If a DBE subcontracts a portion of its contracted responsibilities to another business, that business must also be a DBE in order for the value of the work to be counted towards the DBE participation goals established by the Authority.

B. If the DBE participates in the work as part of a joint venture, only that portion of the work done by the DBE shall be reported towards DBE goals.

7. Modifications and Substitutions. The Supplier shall not make any modification, change or substitution of subcontractors as outlined in the Proposal, without the knowledge and consent of the Authority's DBE Office. In the event that any of such firms identified by the Supplier in its Subcontractor Utilization Form become unavailable therefore, the Supplier shall replace such firm with another similarly designated firm. Such replacement, including by the Supplier's own forces, may only be made with the prior written approval of the Authority, which may be withheld in the event that the Authority determines, in its sole discretion, that the Supplier has not made good faith efforts to either work with the subcontractor for whom replacement is sought or to find a minority certified replacement (under the appropriate program) for such subcontractor.

If the Supplier desires to terminate or substitute a DBE subcontractor listed in its Subcontractor Utilization Form and intends to perform the work of the terminated DBE subcontractor with either its own forces or those of another subcontractor, it must first submit to the Authority's DBE Office a Request for Approval of Change to Original List of Subcontractors, along with written documentation explaining the specific reasons for the change. The Supplier must obtain approval from the Authority prior to the substitution of the original DBE subcontractor. If a terminated DBE subcontractor is substituted by another DBE subcontractor, the Supplier should include the name, address, certification number, and principal office of the proposed DBE business. The Supplier must make good faith efforts to replace one DBE with another.

In the event that the Supplier is unable to contract with another DBE business, Good Faith Effort documentation must be provided to the Authority, describing the attempts to locate a substitute DBE. In all situations, the Supplier may not terminate or substitute a DBE subcontractor without the prior written consent of the Authority's DBE Office. If the Authority approves the proposed substitution in writing, the Supplier shall execute a subcontract with the proposed DBE business upon receipt of the substitution approval. If the change involves a modification to the original list of subcontractors, the Supplier must submit, if applicable, a completed Intent to Perform as a DBE Subcontractor Form for any DBE subcontractor added by the change.

8. Compliance and Enforcement. Before final payment will be made by the Authority, the Supplier shall provide the final accounting of DBE participation. The Authority may withhold payment to the Supplier pending compliance with this closeout requirement. Any reduction or

change by the Supplier in a DBE subcontract, in the total DBE participation, or in DBE subcontractors, without the prior written approval of the Authority's DBE Office, will be considered an unauthorized DBE subcontractor substitution and will not be counted as participation. A DBE subcontract dollar value that is decreased by a change order or Amendment issued by the Authority will not constitute an unauthorized subcontractor substitution. The Supplier's failure to comply with the DBE participation requirements or any other part of the DBE program may result in termination of the Contract and may also result in the Authority issuing an unfavorable performance review of the Supplier. The Authority may consider the Supplier's failure to comply when evaluating the Supplier for subsequent contracts and work orders. The Supplier may submit an explanation to be retained with the Contract file to document the reasons for its failure to comply with the DBE requirements.

XIV. Drug-Free Workplace

The Supplier and its subcontractors shall maintain a drug-free workplace and otherwise comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. §§ 701-707. Without in any way limiting the foregoing, the Supplier and its subcontractors shall provide a drug-free workplace by:

1. Publishing a statement: (1) notifying employees that unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance in the Supplier's (subcontractors') workplace is prohibited; and (2) specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The Supplier's (subcontractors') policy of maintaining a drug-free workplace;
 - C. Any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required by Paragraph (1);
4. Notifying the employee in the statement required by Paragraph (1) that, as a condition of employment under this Contract, the employee will agree by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
5. Notifying the Authority within ten (10) days of receiving notice under Paragraph (4) from an employee, or within ten (10) days of otherwise receiving actual notice of an employee's conviction;

6. Taking one of the following actions, within thirty (30) days of receiving notice under Paragraph (5), with respect to any employee so convicted:

- A. Taking appropriate personnel action against such an employee, up to and including termination; or
- B. Requiring such an employee to satisfactorily participate in and complete a drug-abuse assistance or rehabilitation program that is approved by a federal, state, or local health or law enforcement agency, or other appropriate agency as may be the case; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

XV. Subcontracts

1. The Supplier shall be fully responsible for the performance of all services under this Contract, including when the services are performed by a subcontractor or supplier. At all times, the Supplier shall be responsible for the effort, activity, and quality of services of its subcontractors and suppliers, and at no time shall the Authority have any responsibility for or contractual relationship with any such subcontractors or suppliers, whether by reason of the above-stated references, consent, approval, or otherwise.

2. The Supplier shall utilize those subcontractors who were identified in its Proposal, except that the Supplier shall not subcontract with a proposed person or entity to whom the Authority has made reasonable and timely objection.

3. When the subcontract is to provide services, the subcontract shall include the specific key staff members, man-hours, rates, tasks assigned, and all other costs and compensation associated with carrying out the services.

4. The Supplier shall maintain records of payments to all subcontractors for five (5) years following the completion or termination of this Contract, and records of such shall be made available to the Authority immediately upon request. The Supplier shall report to the Authority, on the form included as **Attachment C**, the portion of each payment made by the Authority (directly or indirectly) which is owed by the Supplier to a subcontractor, and whether such subcontractor is or is not a DBE firm.

5. Prompt Payment (49-CFR Part 26.29). Prime contractors are required to pay all subcontractors, to include DBE subcontractors, for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the JTA. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

6. The Supplier shall insert the appropriate provisions from the Solicitation and this Contract in all subcontracts under this Contract. Including all clauses found in Section VI of this solicitation, the Required Clauses For FTA-Assisted Contracts and the clauses set forth in paragraphs (18) through (22) of Section XIX of this contract. The prime Supplier or Contractor shall also require all subcontractors of any tier to insert these clauses into all lower tier subcontracts, without modification. The prime Supplier or Contractor shall be responsible for compliance by any subcontractor or any lower tier subcontractor with the clauses and shall ensure that this contract and all subcontracts of any tier are performed in accordance with the provisions of 49 CFR Part 26, as may be amended from time to time.

XVI. Non-exclusive Contract

This Contract is not exclusive. The Authority expressly reserves the right to contract for performance of services such as those described herein, and in the Solicitation, with other Suppliers.

XVII. No Waiver

Failure by either Party to insist upon strict performance of any of the provisions herein; failure or delay by either Party in exercising any rights or remedies provided herein or by law; the Authority's payment in whole or in part for services hereunder; or any purported oral modification or rescission of this Contract by an employee or agent of either Party shall not: (1) release either Party of any of its obligations hereunder; (2) be deemed a waiver of the rights of either Party to insist upon strict performance hereof; (3) be deemed a waiver of any of either Party's rights or remedies under this Contract or by law; or (4) operate as a waiver of any of the provisions hereof or constitute acquiescence therein. No waiver of any default or breach hereunder shall extend to or affect any subsequent or existing default or breach.

XVIII. Public Records and Related Inquiries

1. The Supplier acknowledges that the Authority is subject to the Florida Public Records Law, the Government in the Sunshine Act, and possibly the Freedom of Information Act (FOIA), and that in compliance therewith, at the sole discretion of the Authority, the Authority may disseminate or make available to any person, without the consent of the Supplier, information regarding this Contract, including but not limited to information in the: responses; requirements; specifications; drawings; sketches; schematics; models; samples; tools; computer or other apparatus programs; or technical information or data, whether electronic, written, or oral, furnished by the Supplier to the Authority under this Contract, and that copies of work products and related materials prepared or received by the Supplier under this Contract are public records.

2. The Supplier shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Supplier in conjunction with this Contract. Specifically, if the Supplier is acting on behalf of the Authority, the Supplier shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Supplier;
- B. Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and 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; and
- D. Meet all requirements for retaining public records; transfer, at no cost to the Authority, all public records in possession of the Supplier upon termination of this Contract; and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.

3. The Supplier shall immediately provide the Authority with a copy of any Request to Inspect or Copy Public Records in possession of the Supplier and the Supplier shall also promptly provide the Authority with a copy of the proposed response to each such request. No release of any such records by the Supplier shall be made without approval of the Authority. The Supplier's failure to grant approved public access will be grounds for immediate termination of this Contract by the Authority.

4. Media and Other Inquiries. All media and other inquiries concerning the services shall be directed to the Authority's Vice President, External Affairs. The Supplier shall not make any statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, without the Authority's written consent. However, the Supplier may communicate directly with public agencies when required to do so as part of the services to be performed hereunder.

XIX. Contract Administration

1. Notices. Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Contract shall be given or made by the Supplier or the Authority in writing and shall be given by hand delivery, telegram, or similar communication, or by certified or registered mail (return receipt requested), and addressed to the respective Parties set forth below. Such notices shall be deemed to have been given in the case of telegrams or similar communications when sent, and in the case of certified or registered mail, on the Third (3rd) day after such communication has been deposited in the United States mail with postage prepaid.

To Authority:	Jacksonville Transportation Authority Procurement Department 121 West Forsyth Street, Suite 200 Jacksonville, Florida 32202
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To Supplier: (Supplier name, PM and address)

The above addresses may be changed at any time by giving thirty (30) days prior notice as provided above.

2. Entire Agreement. This Contract shall constitute the entire agreement between the Authority and the Supplier relating to the work.

3. Supplier is not Authority's Agent. The Supplier is not authorized to act as the Authority's agent and shall have no authority, expressed or implied, to act for or bind the Authority, unless otherwise expressly set forth for a particular purpose in a separate writing by the Authority.

4. Compliance with Supplier Code of Business Conduct. The Supplier shall, at all times throughout the duration of this Contract, comply with the Authority's Supplier Code of Business Conduct which is made a part hereof by reference. Failure of the Supplier to abide by the Supplier Code of Business Conduct may lead to disciplinary measures commensurate with the violation, including but not limited to termination of this Contract.

5. Compliance with Nondiscrimination and Other Laws. The Supplier shall comply with the regulations relative to nondiscrimination in federally assisted programs of the DOT Title 49, CFR, Part 21, as they may be amended from time to time, which are hereby incorporated herein by reference and made a part of this Contract. The Supplier shall also comply with the following civil rights regulations, as may be amended from time to time, which are incorporated herein by reference: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, and 41 CFR Part 60. The Supplier, at its sole cost and expense, shall comply with applicable laws, regulations, ordinances, and rules of governmental agencies (including as applicable, the FHWA, FTA, OSHA, applicable State of Florida agencies, including the FDOT, the St. Johns River Water Management District (SJRWMD), the Authority, and the City of Jacksonville (CoJ)). Supplier shall secure all required licenses and permits necessary to the performance of the work at its sole cost and expense.

6. Compliance with Federal Regulations. The Supplier shall comply with all federal lobbying regulations as referenced in the Solicitation, including but not limited to: 31 U.S.C. 1352, 49 CFR Part 19, and 49 CFR Part 20. The Supplier shall comply with all federal clean air regulations including but not limited to: 42 U.S.C. 7401, 40 CFR 15.61, and 49 CFR Part 18. The Supplier shall also comply with all energy conservation requirements including but not limited to: 42 U.S.C. 6321 and 49 CFR Part 18. In addition, the Supplier shall comply with all cargo preference requirements as referenced in the Solicitation, including but not limited to: 46 U.S.C. 1241 and 46 CFR 381. The Supplier shall also comply with all clean water regulations issued pursuant to 33 U.S.C. 1251. Lastly, the Supplier shall aProposale by all federal change requirements as explained in 49 CFR Part 18 which is incorporated herein by reference.

7. Governing Laws. This Contract and the rights of all Parties hereunder shall be construed and enforced in accordance with the laws of the State of Florida.

8. Severability. If any provision of this Contract is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

9. Advertising. Supplier will not use the name of the Authority or quote the opinion of any employees of the Authority or refer to the Authority directly or indirectly in any promotional literature or correspondence, news release, advertisement, or release to any professional or trade publications without receiving specific written approval for such use or release from the Authority. However, this Paragraph will in no way limit the Supplier's ability to satisfy any governmental required disclosure of its relationship with the Authority.

10. Assignments. This Contract is binding upon the Parties hereto and their respective successors and assigns. The Supplier shall not assign, sell, or transfer its interest in this Contract without the Authority's express written consent. Any such assignment by the Supplier must contain a provision allowing the Authority to assert against any assignee, any and all defenses, setoffs, or counterclaims which the Authority would be entitled to assert against the Supplier.

11. Modifications. This Contract may be modified or amended only by a writing signed by each of the Parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing, or modifying this Contract. No additional services shall be performed until such additional services are provided for in an Amendment executed by both Parties.

12. Force Majeure. Neither the Authority nor the Supplier shall be liable for any delay or failure in performance solely caused by acts beyond such Party's control, including, without limitation, acts of God, war, vandalism, strikes, labor disputes, sabotage, hurricanes, fires, floods, acts of governmental agencies, or unforeseen interruptions of utility services.

13. Consent to Jurisdiction. The Supplier and the Authority agree that any suit, action, or other legal proceeding arising out of or relating to this Contract shall be brought in the Circuit Court of Duval County, and each Party hereby consents to the jurisdiction of each such court over any such suit, action, or proceeding, and waives any objection which it or they may have to the laying of venue of any such suit, action, or proceeding, and any of such courts. This provision is a material inducement for the Authority and the Supplier entering into the transactions contemplated hereby.

14. Prevailing Party Attorneys' Fees. In the event one Party shall prevail in any action (including appellate proceedings) at law or in equity arising hereunder, the losing Party will pay all costs, expenses, reasonable attorneys' fees, and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative, and legal support services, and actual fees charged by expert witnesses for testimony and analysis incurred by the prevailing Party referable thereto.

15. Member Protection. No recourse under or upon any obligation, covenant, or agreement contained in this Contract or any other agreements or documents pertaining to the work, as such may from time to time be altered or amended in accordance with the provisions hereof, or under

any judgment obtained against the Authority or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, whether under or independent of this Contract, shall be had against any Board Member, officer, employee or agent, as such, past, present or future, of the Authority either directly or indirectly, for any claim arising out of this Contract, or for any sum that may be due and unpaid by the Authority. Any and all personal liability of every nature, whether at common law, in equity, by statute, by constitution or otherwise, of any Authority member, officer, employee, or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Contract, or for the payment for or to the Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Contract.

16. No Third-Party Beneficiaries. The Parties hereby set forth their intention that there are not and never shall be any third-party beneficiaries of this Contract or of any work or Purchase Order authorized hereunder. The Parties expressly intend that the Authority has no obligation to or relationship with any subcontractor that may be utilized by Supplier.

17. The Supplier shall insert the appropriate provisions from the Solicitation and this Contract in all subcontracts under this Contract. Including all clauses found in Section VI of this solicitation, the Required Clauses For FTA-Assisted Contracts and the clauses set forth in paragraphs (18) through (22) of Section XIX of this contract. The prime Supplier or Contractor shall also require all subcontractors of any tier to insert these clauses into all lower tier subcontracts, without modification. The prime Supplier or Contractor shall be responsible for compliance by any subcontractor or any lower tier subcontractor with the clauses and shall ensure that this contract and all subcontracts of any tier are performed in accordance with the provisions of 49 CFR Part 26, as may be amended from time to time.

18. Contract Assurance (49-CFR Part 26.13). The contractor, sub recipient 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-CFR 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.

19. Prompt Payment (49-CFR Part 26.29). Prime contractors are required to pay all subcontractors, to include DBE subcontractors, for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the JTA. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

20. Return of Retainage (49-CFR Part 26.29). Prime contractors are required to ensure prompt and full payment of retainage to all subcontractors within thirty (30 days) after the subcontractor's work is satisfactorily completed. Prime Contractors are prohibited from holding retainage from subcontractors until the project is completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished

and documented as required by the JTA. When JTA has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

21. Monitoring the Performance of other Program Participants (49-CFR Part 26.37). The JTA will monitor each DOT funded contract with DBE participation to ensure that all work committed to DBEs at contract award or subsequently (as a result of contract modification) is actually performed by the DBEs to which the work was committed. Site visit will be conducted periodically by staff. Contractor's Request for Payment forms will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

All Prime Contractors will be required to self-report all payments received from the JTA into the B2GNow (Contract Compliance Tracking System). This system tracks payments made to the prime contractor and all payments made by the prime to any subcontractors, to include DBEs, and the timeliness of those payments in accordance to JTA's Prompt Payment Clause.

22. Termination for Convenience (49-CFR Part 26.53). No prime contractor will terminate for convenience a DBE subcontractor that was listed and agreed to perform a project task (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from JTA's Diversity & Equity Program Office.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the prime contractor obtains written consent from JTA's Diversity & Equity Program Office; and unless the 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.

Appropriate administrative remedies will be invoked to any Prime Contractor that terminates and/or removes a DBE firm/s for convenience. Those remedies may include requirement to pay terminated DBE firm/s; withholding of future payments and/or retainage; and/or disbarment from future consideration of project awards with the JTA.

23. Counterparts and Electronic Signatures. This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. The counterparts of this this Contract and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.

24. Exhibits. The following Exhibits are hereby incorporated into this Contract as part hereof as though fully set forth herein.

Exhibit A, Scope of Work

Exhibit B, Pricing

Exhibit C, Supplier's Request for Payment Form

Exhibit D, Required Forms

Exhibit E, Required Clauses for FTA-Assisted Contracts

(Signature Page Follows)

SAMPLE

IN WITNESS WHEREOF, each of the Parties hereto have caused its duly authorized officers to execute and deliver this Contract on or as of the date first above written.

(SUPPLIER FIRM NAME):

By: _____

Printed Name: _____

Title: _____

JACKSONVILLE TRANSPORTATION AUTHORITY:

By: _____

Printed Name: _____ Nathaniel P. Ford Sr. _____

Title: _____ Chief Executive Officer _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____ Cleveland Ferguson III _____

Title: _____ SVP/Chief Administration Officer _____

Execute in Triplicate Distribution:

1. Supplier
2. JTA Contracts, Procurement and Inventory Department – Electronic
3. JTA Project Manager – User Department

Exhibit 'A' - Scope of Work
(On following pages)

SAMPLE

Exhibit 'B' – Pricing
(On following pages)

SAMPLE

Exhibit 'C' – Consultant's Request for Payment Form
(On following pages)

SAMPLE

Reporting Period: _____

☐ SDBE ☐ NON-D/SDBE

DBE

Proposer/Consultant: _____

Project Description: _____

Proposal No.: _____

Contract No.: _____

Contract Date: _____

Name of Business Performing Work (Subcontracting)	Certification Status (DBE, SDBE, NON-D/SDBE)	Description of Commodity, Material, or Service	Contact Name/Phone	Amount Paid in a Previous Month	Amount Invoiced This Period
					\$
					\$
					\$
					\$
					\$
					\$
					\$
Dollar Amount of Work Completed by Non-D/SDBE Subcontractors					\$
Dollar Amount of Work Completed by D/SDBE Subcontractors					\$
Dollar Amount of Work Completed by the Prime					\$
Total Dollar Amount Requested for Payment					\$

All **DBE** Subcontractors/suppliers must be certified as such by the JTA or FDOT. It is understood that the JTA may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, and applicable subcontractors/contractors participating on the Contract. The JTA DBE Office reserves the right to ensure compliance with the JTA's **DBE** program to include status reports and audit of submitted **DBE** information as deemed necessary.

CONSULTANT'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. The Contract Compliance Office reserves the right to recommend an audit on the submitted **DBE** information as deemed necessary.

Name and Title: _____
(Please print or type)

Signature: _____ Date: _____

Subcontractors have been paid in accordance with the prompt payment provision of the contract.

Exhibit 'D' – Required Forms
(On following pages)

SAMPLE

Exhibit 'E' – Required Clauses for FTA-Assisted Contracts
(On following pages)

SAMPLE E

SECTION VI

REQUIRED CLAUSES FOR FEDERALLY ASSISTED CONTRACTS

The following terms apply, as applicable, when the Authority determines that the Contract involves or may involve the expenditure of federal funds. Unless otherwise set forth below, the Supplier must include every clause of this Section VI in all subcontracts under this Contract.

I. REQUIRED CLAUSES FOR ALL FTA-ASSISTED CONTRACTS

1. **Non-Discrimination.** The Contractor shall comply with the applicable requirements of Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d et seq., section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., 29 U.S.C. § 794, 49 CFR Part 21, and federal transit law at 49 U.S.C. § 5332. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status. Discrimination includes exclusion from participation, denial of program benefits and discrimination in employment or business opportunity. In addition, the Contractor agrees to comply with all applicable federal and state regulations, including those of any agency of the United States Department of Transportation (U.S. DOT) and the Florida Department of Transportation (FDOT), including FTA Advisory Circular 4702.1.
2. **Equal Employment Opportunity.**
 - a. Race, Creed, Color, Sex, Sexual Orientation, Gender Identity, National Origin, Religion, or Family Status – The Contractor shall comply with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as supplemented by 41 CFR 60), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or family status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or FHWA may issue.

- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621-634, 29 CFR Part 1625, 45 CFR Part 90, 42 U.S.C. §§6101 et seq. and federal transit law including 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination for reason of age. In addition, the Contractor agrees to comply with any implementing requirements the Department of Health and Human Services, the EEOC, FTA or FHWA may issue.
 - c. Disabilities - The Contractor agrees that it will comply with the requirements of Titles I, II, III, IV and V of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq., and the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with 29 U.S.C. § 794, 42 U.S.C. §4151, federal transit law including 49 U.S.C. § 5332, and any implementing requirements FTA or FHWA may issue.
3. **Compliance with Nondiscrimination Regulations.** The Contractor and all subcontractors shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. 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 the Contract. In addition, the Contractor agrees to comply with federal transit law at 49 U.S.C. Section 5332, which prohibits discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and prohibits discrimination in employment or business opportunity.
 4. **Nondiscrimination.** The Contractor and all subcontractors, with regard to the work performed during the Contract, will not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Contractor and all subcontractors will 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.
 5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each

- potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.
6. **Information and Reports.** The Contractor will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority, the FDOT, the U.S. DOT or any other governmental agency designated by the Authority to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, FDOT, U.S. DOT or any other governmental agency designated by the Authority, and shall set forth what efforts it has made to obtain the information.
 7. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Authority shall impose such contract sanctions as it, the FDOT or the U.S. DOT may determine to be appropriate, including, but not limited to
 - a. withholding of payments to the Contractor under the Contract until the Contractor complies and/or
 - b. cancellation, termination or suspension of the Contract, in whole or in part.
 8. **Incorporation of Provisions.** The Contractor shall include the provisions of Paragraphs 1 through 8, in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Authority, the FDOT or the U.S. DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Authority and the FDOT to enter into such litigation to protect the interests of the Authority and the FDOT, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
 9. **Participation by Disadvantage Business Enterprises.** The Contractor shall abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Contractor and any subcontractor or contractor.
 The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status in the performance of this Contract. The

Contractor shall carry out applicable requirements of 49 CFR 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 termination of this Contract or other such remedy as the Authority deems appropriate.

10. **Debarment, Suspension, Ineligibility and Voluntary Exclusion.** If the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction that the Contractor provided as part of its Bid was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the Authority.
11. **Sensitive Security Information.** The Contractor shall protect, and take measures to ensure that its subcontractors at each tier protect, “sensitive security information” made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520.
12. **Changes to Federal Requirements.** The Contractor shall at all times comply with all applicable US DOT, FHWA and FTA regulations, policies, procedures, directives and federal guidance, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (19) dated October 2012) between the Authority and FTA, as they may be amended or promulgated from time to time during the term of a Contract resulting from this Solicitation. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any request of the Authority which would cause the Authority to be in violation of any of the FTA or FHWA terms and conditions. The Contractor’s failure to so comply shall constitute a material breach of this Contract.
13. **Incorporation of Federal Transit Administration and Federal Highway Administration Terms.** All contractual provisions required by the US DOT, as set forth in FTA Circular 4220.1F, revised March 18, 2013, whether or not set forth in this Contract are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA and FHWA 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 Authority request which would cause the Authority to be in violation of FTA and FHWA terms and conditions.
14. **Fly America.** The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and

transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

- 15. No Federal Government Obligation to Third Parties.** 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 Authority, Contractor, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

- 16. False or Fraudulent Statements or Claims and Related Acts – Civil and Criminal Fraud.** 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 this Contract. Upon execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any claim, statement, submission, certification, assurance or representation it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA or FHWA 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 presents, submits, makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation, the federal government may impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.

The Contractor also acknowledges that if it presents, submits, makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance or representation in connection with this Contract, under the authority of 49 U.S.C. § 5307 and 49 U.S.C. §5323, the federal government may impose the penalties on the Contractor authorized by 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the federal government deems appropriate.

It is further understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Contract is a violation of the federal law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Contract.

- 17. Environmental Protection.** The Contractor shall comply with all applicable requirements of Section 29 of the FTA Master Agreement (2012), including the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. (as limited by 42 USC §5159), Executive Order No. 11514 Executive Order

No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Parts 1500 et seq.; and joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622. Contractor shall also comply with federal transit laws, including 49 U.S.C. §5323(c)(2) as amended by MAP-21. In addition, the Contractor agrees to comply with any implementing requirements FTA or FHWA may issue.

18. **Buy America.** The Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, where applicable, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA, or the product is subject to a general waiver. Work orders and small purchases of less than one hundred and fifty thousand dollars (\$150,000.00) made with capital, operating, or planning funds are waived from Buy America requirements.

The JTA requires each Contractor to submit a completed Buy America certificate with its Bid or Bid in accordance with §§ 661.6 or 661.12, as appropriate. The JTA presumes that any Contractor who submitted such certificate is complying with the Buy America provisions. A false certification is a criminal act in violation of 18 U.S.C. § 1001. A Contractor who certifies that it will comply with the applicable Buy America requirement is bound by its original certification (in the case of a sealed bidding procurement) or the certification it submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of its final offer. Where a Contractor certifies that it will comply with Buy America requirements, the Contractor is not eligible for a waiver of those requirements. The JTA reserves the right to request additional information, and/or to conduct both pre-award and post-award audits to ensure that the Contractor is in compliance with Buy America requirements.

19. **Seismic Safety.** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.
20. **Conformance with Intelligent Transportation Systems (ITS) National Architecture.** Intelligent Transportation System (ITS) property and services, recommended and included in designs provided by the Contractor under this Contract, must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. §517(d) as amended by MAP-21, Section 5307(c) of

SAFETEA-LU, FTA Notice, “FTA National ITS Architecture Consistency Policy for Transit Projects,” 66 FR 1455 et seq., January 8, 2001, 23 CFR Parts 655 and 940, and later published FTA and FHWA regulations, rules, policies, implementing guidance and directives. Additionally, such ITS equipment and designs shall comply with the latest ITS architecture and standards adopted by the FHWA, FDOT, CoJ and First Coast ITS Coalition.

21. **Metric Measurements.** To the extent practicable and feasible, the Contractor shall express all dimensions in metric measurements, in compliance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. Sections 205a et seq.; Executive Order No. 12770, “Usage in Federal Government Programs,” July 25, 1991, 15 U.S.C. Section 205a note; and applicable federal regulations.
22. **Electronic Reports and Information.** Reports and other information prepared in electronic format developed under this Contract, whether as a contract end item or in compliance with contract administration provisions, must comply with the accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794d, and ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194.
23. **Access to Records and Sites of Project Performance and Record Retention.**
 - a. The Contractor shall maintain all Contract records (including paper and electronic records) in a manner so that they are readily accessible for review, audit and inspection and shall provide to the Authority, the USDOT, the FHWA Administrator, the FTA Administrator, the Comptroller General of the United States, the FDOT, or any of their authorized representatives or employees, access to any data, accounts, payrolls, project work, project materials, documents, reports, records, statistics, subagreements, leases, third party contracts, arrangements, books, papers and records of the Contractor (and all supporting material related thereto) which are related to this Contract for the purposes of making audits, inspections, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.15 to provide the agencies, or their authorized representatives including any PMO Contractor, access to Contractor’s records and work sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. In accordance with 49 CFR 18.40, federal agencies may make site visits as warranted by program needs.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce any record by any means whatsoever.
 - c. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than five (5) years after the date of termination, expiration or final payment of this Contract,

except in the event of litigation or settlement of claims arising from the performance of this Contract or other pending matters, in which case Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, the FDOT, and any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, exceptions and other matters related thereto. Reference 49 CFR 18.36(i)(11).

- d. Any of the agencies listed above may, at any time during normal business hours, with or without prior notice and by or through its employees or its Contractors, inspect, copy and audit all of the books and records of the Contractor (and its subcontractors, if any) including all work papers and correspondence and financial records related to such services.

24. Access Requirements for Persons with Disabilities (ADA). The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) 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; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. 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 (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (10) Any implementing requirements FTA may issue.

This section applies to subcontractors at all levels and must be added to all subcontracts, regardless of tier.

25. Title VI List of Pertinent Nondiscrimination Acts and Authorities (DOT Order No. 1050.2A).

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures

nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

26. Energy Conservation. The Contractor shall comply with the Florida Energy Efficiency Code for Building Construction and all mandatory standards and policies relating to energy efficiency, when applicable.

27. Rights in Data.

- a. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. The following restrictions apply to all subject data first produced in the performance of this Contract:
 - i. Except for its own internal use, the Authority or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Authority or Contractor authorize others to do so, without the written consent of the federal government, until such time as the federal government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - ii. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to

authorize others to use, for "federal government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for federal government purposes," means use only for the direct purposes of the federal government. Without the copyright owner's consent, the federal government may not extend its federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
 2. Any rights of copyright purchased by the Authority or Contractor using federal assistance in whole or in part provided by FTA.
- iii. When FTA awards federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Authority and the Contractor performing experimental, developmental, or research work required by this Contract agrees to permit FTA to make available to the public, either the license in the copyright to any subject data developed in the course of this Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever, all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the federal government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Authority or Contractor's use whose costs are financed in whole or in part with federal assistance provided by FTA for transportation capital projects.
- iv. Unless prohibited by state law, upon request by the federal government, the Authority and the Contractor agree to indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Authority or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Authority nor the Contractor shall be required to indemnify the federal government for any such liability arising out

of the wrongful act of any employee, official, or agents of the federal government.

- v. Nothing contained in this clause on rights in data shall imply a license to the federal government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.
- vi. Data developed by the Authority or Contractor and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the Contract is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Authority or Contractor identifies that data in writing at the time of delivery of the Contract work.
- vii. Unless the federal government determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

28. Seatbelt Use. The Supplier shall require all operators of motor vehicles (whether rented or owned) to use seatbelts.

29. Cargo Preference - Use of United States-Flag Vessels. The Contractor agrees:

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

30. Policies on Texting while Driving and Distracted Driving. The Contractor shall prohibit text messaging while driving and distracted driving and comply with the intent of Executive Order No. 13513, 23 USC section 402 note and DOT Order 3902.10.

31. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (41 CFR PART 60 1.4(b); DOT Order No. 1050.2A).

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

- a. The Contractor (herein after includes consultants and subcontractors) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every Subcontract or purchase order unless exempted by rules, regulations, or

orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- h. This clause must be included in any subcontract that exceeds \$10,000.

32. Compliance with 41 CFR 60-1.7 – Equal Opportunity Reports.

The Contractor shall comply with the reporting requirements of 41 CFR 60-1.7, when applicable. The regulation is copied verbatim here: (a) *Requirements for prime contractors and subcontractors*

- a. Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with §60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.
- b. Each person required by §60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with §60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.
- c. The Deputy Assistant Secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Deputy Assistant Secretary or the applicant deems necessary for the administration of the order.

- d. Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is ground for the imposition by the Deputy Assistant Secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

33. **Veterans Employment.** The Contractor shall give a hiring preference to veterans (as defined in 5 USC §2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; provided, however, the Contractor may not give a hiring 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.

II. **CLAUSES FOR CONTRACTS EXCEEDING \$150,000**

1. **Clean Air.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report the use of facilities on or likely to be placed on the U.S. EPA "List of Violating Facilities," refrain from using any violating facilities, comply with inspection requirements and report each violation to the Authority. The Contractor understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA or FHWA and the appropriate EPA Regional Office.
2. **Clean Water.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor agrees to report the use of facilities on or likely to be placed on the U.S. EPA "List of Violating Facilities," refrain from using any violating facilities, comply with inspection requirements and report each violation to the Authority. The Contractor understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA or FHWA and the appropriate EPA Regional Office.
3. **Recycled Products.** When relevant to the Work Order, the Contractor shall assist the Authority with compliance with the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, which requires the Authority to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, direct the Authority to specify a competitive preference for products containing recycled materials identified in those EPA guidelines for contracts valued at \$10,000 or more. For information about EPA's recovered materials advisory notices, see EPA's Web site: <http://www.epa.gov/cpg/backgrnd.htm>.

4. **Contract Work Hours and Safety Standards.**

- a. Overtime requirements - No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages - The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

III. **FOR OPERATIONAL SERVICE CONTRACTS**

- 1. **Drug & Alcohol Testing Program** – When the Contract involves FTA funding under 49 U.S.C. 5307, 5309, 5311, the Contractor is an employer as defined by 49

CFR 655. The Contractor shall comply with all of the requirements of 49 CFR 655 and any related regulations or guidance issued by the FTA. The Contractor shall establish an anti-drug use and alcohol misuse program that includes the following:

- a. A statement describing the employer's policy on prohibited drug use and alcohol misuse in the workplace, including the consequences associated with prohibited drug use and alcohol misuse. This policy statement shall include all of the elements specified in §655.15. Each employer shall disseminate the policy consistent with the provisions of §655.16.
- b. An education and training program which meets the requirements of §655.14.
- c. A testing program, as described in Subparts C and D of this part, which meets the requirements of this part and 49 CFR Part 40.
- d. Procedures for referring a covered employee who has a verified positive drug test result or an alcohol concentration of 0.04 or greater to a Substance Abuse Professional, consistent with 49 CFR Part 40.

2. **Privacy Act.** When the Contractor maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions 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 underlying Contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance provided by FTA.

3. **Transit Employee Protection.** The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

- e. **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 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 Authority'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 nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- f. **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.
 - g. **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.
 - i. 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.
4. **Motor Carrier Safety.** The Contractor shall comply with all applicable Motor Carrier regulations, including 49 CFR §390-396 and §382-383 and §173 to the extent applicable.

IV. CONSTRUCTION SPECIFIC CLAUSES

1. **Special Equal Employment Opportunity Clause for Construction**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - i. Time- tables
 - ii. Goals for minority participation for each trade: 21.8%
 - iii. Goals for female participation in each trade: 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and

completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

- d. As used in this Notice, and in the Contract resulting from this solicitation, the “covered area” is Duval County, Florida.

2. Additional Equal Opportunity Clauses for Construction Contracts

- a. The equal opportunity clause published at 41 CFR 60-1.4(a) and published at 41 CFR 60-1.4(b) are incorporated herein by reference. In addition to those clauses, the following applies to all construction contracts and subcontracts in excess of \$10,000.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

- i. As used in these specifications:
 - 1. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - 2. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - 3. “Employer identification number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - 4. “Minority” includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- ii. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
- iii. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- iv. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- v. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications,

Executive Order 11246, or the regulations promulgated pursuant thereto.

- vi. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- vii. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- viii. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 - ix. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 - x. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status.
 - xi. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 - xii. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to

Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- xiii. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- xiv. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- xv. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- b. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR part 60-4 become effective.

V. FOR CONTRACTS INVOLVING LABORERS AND MECHANICS EXCEEDING \$2,000)

Davis-Bacon, Copeland Anti-Kickback Acts and Safety at the Construction Site. The Contractor shall comply with federal transit laws, including 49 USC

§5333(a)("FTA's Davis Bacon Related Act"), the Davis Bacon Act at 40 USC §§3141-3144, 3146 and 3147, related Department of Labor (DOL) regulations at 29 CFR Part 5, Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 USC §3702 and §3701, Section 1 of the Copeland "Anti-Kickback" Act as amended at 18 USC §874, Section 2 of the Copeland "Anti-Kickback" Act as amended at 40 USC §3145, related DOL regulations at 29 CFR Part 3 and 29 CFR Part 1926 and the Fair Labor Standards Act (FLSA), 29 USC §201, to the extent applicable.

a. Minimum wages –

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

1. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - a. Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - b. The classification is utilized in the area by the construction industry; and
 - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - d. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
2. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
3. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the

views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

4. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- iii. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - iv. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
 - v.
 1. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - b. The classification is utilized in the area by the construction industry; and
 - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

2. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 3. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 4. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- b. Withholding - The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of

1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records –

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

ii.

1. The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402.

The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

2. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - a. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
 3. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
 4. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- iii. The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary

to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees –

- i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency

recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- e. Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

- f. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- h. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- i. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- j. Certification of eligibility –
 - i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION VII

REQUIRED FORMS & CERTIFICATIONS

Legal Entity of Proposer /Authorized Signatories

The Proposal Cover Page shall clearly indicate the legal name, address, and telephone number of the Proposer and accurately identify the type of legal entity of the Proposer (i.e., corporation, LLC, partnership, joint venture, individual) and DUNs Number. The Proposal Cover Page shall be signed by an individual with the authority to bind the Proposer and shall clearly identify (by typing or printing) the name of the authorized representative of the Proposer.

Proposers must be registered with the Florida Department of State to engage in business in the State of Florida. If the Proposer is a joint-venture, the Authority will treat the entity as a general partnership for all purposes, and the joint-venture must submit, in addition to the other submissions required herein, evidence of the authority of the individual(s) submitting the venture's Proposal that such individual(s) is duly authorized to bind the venture make all of the required statements, assurances and certifications on behalf of the entity.

Each other entity submitting a Proposal shall cause the Forms to be signed by its appropriately authorized senior executive officer, manager, or general partner. Submitting a Proposal is deemed to be a representation and warranty by the entity and individual submitting it that such entity has duly authorized the Proposal, and the individual(s) signing such Proposal has the authority to submit the Proposal and make all of the required statements, assurances and certifications on behalf of the entity.

Required Forms. The table on the following page is a summary of all required forms. Each form that is applicable to this solicitation is properly notated as such with the submittal due date.

PRINT ALL OF SECTION VII, COMPLETE & EXECUTE THE FORMS. SUBMIT UNDER TAB 1 OF YOUR PROPOSAL.

Required Forms Checklist

Required Forms	Applicable?	
	Yes	No
Acknowledgement of Receipt of Addenda	Y	
General Conditions Contract for Construction		N
Bid Bond Form		N
Bus Testing Certification		N
Buy America Certification	Y	
Buy America Certification - Rolling Stock		N
Certification Regarding Lobbying	Y	
Confidentiality and Nondisclosure Terms	Y	
Conflict of Interest Certification	Y	
Equal Opportunity Report Statement	Y	
Intent to Perform Form	Y	
Litigation Disclosure Form	Y	
Local Business Verification Form		N
Non Performance Acknowledgement Form	Y	
Non-Collusion Certificate	Y	
Past Experience/Performance Reference Form (Minimum of 3)	Y	
Pre-Award and Post-Delivery Certification		N
Bond Form		N
Proposal Pricing Form		N
Proposed Contract Modification Form	Y	
Proposers List	Y	
Proposer's Standard Assurance	Y	
Schedule of Subconsultants/Subcontractors	Y	
Truth in Negotiation Certificate	Y	
Workforce Development Initiative		N

Acknowledgement of Receipt of Addenda

I hereby certify that I have read and understand and certify the truthfulness of the required statements of the Solicitation and acknowledge receipt of the following Addenda issued during the advertisement period for this Solicitation.

<u>Addendum</u>	<u>Dated</u>	<u>Signature/Title</u>
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____
No. _____	_____	_____

Signature of Proposer's Authorized Representative: _____

Typed/Printed Name: _____

Title: _____

Date: _____

Buy America Certification (Steel, Iron or Manufactured Products)

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

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

Date_____

Signature_____

Title:_____

Company Name_____

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

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

Date _____

Signature _____

Company Name _____

Title _____

Certification Regarding Lobbying Pursuant to 49 CFR Part 20 for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Bidder certifies, to the best of his or her knowledge and belief that it complies with 31 USC §1352, as amended, 49 CFR Part 20, to the extent consistent with as necessary by 31 USC § 1352, as amended and all other applicable federal and state lobbying restrictions and specifically that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a state legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

Signature of Bidder's/Subcontractor's Authorized Official: _____

Printed Name of Bidder/Subcontractor: _____

Printed Name: _____ Title: _____

Date: _____

CONFIDENTIALITY AND NONDISCLOSURE TERMS

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. Additionally, "Confidential Information" shall also include any and all personal, protected or otherwise sensitive information which the Receiving Party might be exposed to during the day to day operations of the Disclosing Party.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

(signature page follows)

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

(Firm Name):

By: _____

Printed Name: _____

Title: _____

JACKSONVILLE TRANSPORTATION AUTHORITY:

By: _____

Printed Name: Nathaniel P. Ford Sr.

Title: Chief Executive Officer

Conflict of Interest Certification

Bidders must execute either Section 1 or 2 to certify compliance with Florida Statutes §112.313, 49 CFR 18.36(b)(3) and the FTA Master Agreement Section 3 (Ethics) ("Ethics Regulations").

No Authority Board Member, employee, officer, agent or any immediate family member or partner of any of the above, or an organization which employs or is about to employ any of the above, that has a financial or other interest in the Bidder may participate in the selection for award or award funding or administer the Contract involving the Bidder. None of the above has received any gift from the Bidder. The Contractor shall obtain this certification from all subcontractors and forward it to the Authority if Section 2 has been completed by the subcontractor.

SECTION 1

The undersigned understands the requirements of the Ethics Regulations and certifies that **no** real, apparent or potential conflict of interest exists.

Signature of Bidder's/Subcontractor's Authorized Official: _____

Printed Name of Bidder/Subcontractor: _____

Printed Name: _____ Title: _____

Date: _____ FEI/EIN #: _____ Dun's #: _____

SECTION 2

The undersigned understands the requirements of the Ethics Regulations and certifies that the only real, apparent or potential conflicts of interest are not substantial and are hereby disclosed in full.

Names of individuals and nature of their interest in Bidder/Subcontractor:

Signature of Bidder's/Subcontractor's Authorized Official: _____

Printed Name of Bidder/Subcontractor: _____

Printed Name: _____ Title: _____

Date: _____ FEI/EIN #: _____ Dun's #: _____

EQUAL OPPORTUNITY REPORT STATEMENT
AS REQUIRED AT 41-CFR-60-1.7(b)

The Proposer shall complete the following statement by checking the appropriate blanks. Failure to complete these blanks may be grounds for rejection of bid:

1. The Proposer has____ has not___ developed and has on file at each establishment a affirmative action program pursuant to 41-CFR-60-1.40 and 41-CFR-60-2.
2. The Proposer has___ has not___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Proposer has___ has not___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report). (Ref. Page GP-80)
4. The Proposer does___ does not ___ employ fifty (50) or more employees.

If the Proposer has participated in previous contracts subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Proposer shall submit a compliance report on Standard Form 100 "Employee Information Report EEO-1" prior to the award of Contract.

The Proposer shall obtain an Equal Opportunity Report Statement from each subcontractor when the value of the subcontract exceeds \$50,000.

By:_____

For:_____
 (Proposer's Name)

 Printed Name & Title of Signing Official



JACKSONVILLE TRANSPORTATION AUTHORITY
INTENT TO CONTRACT AS A DBE SUBCONTRACTOR/SUBCONSULTANT
PROPOSAL/SOLICITATION NUMBER: _____

Pursuant to DBE policy, businesses participating in the JTA's DBE Program must be certified by the Florida Uniform Certification Program (UCP) at the time of submittal of bid. The firm must be listed in the Florida UCP/DBE directory as a certified DBE firm.
<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

1. Name of Prime Contractor/Consultant _____
2. Address, City, State and Zip _____
3. FEIN Number of DBE Firm _____ - _____
4. The DBE subcontractor/subconsultant listed below is certified by which member agency within the Florida UCP?
☐ JTA ☐ FDOT ☐ GOAA (Orlando Airport) ☐ Volusia County ☐ Miami/Dade County ☐ Broward County
☐ HCAA (Hillsborough County) ☐ City of Tallahassee ☐ Lee County Port ☐ Key West Airport
5. The undersigned DBE firm is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply or "install" or both):

and at the following price \$ _____. With respect to the proposed subcontract described above,
 _____% of the dollar value of such subcontract will be sublet and/or awarded to the following DBE firm:

 Name of DBE Firm

 Address, City, State and Zip

 Telephone

 Signature of Owner, President or
 Authorized Agent of DBE Firm

 Printed Name of Signer

____/____/____
 Date

DECLARATION OF PRIME CONTRACTOR/CONSULTANT

I HERBY DECALRE AND AFFIRM that I am the _____
 (Title Declarant)
 and duly authorized representative of _____
 (Name of Prime Contractor/Consultant)

to make this declaration and that I have personally reviewed the materials and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the DBE business signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by the JTA Diversity & Equity Manager or his/her designee, the undersigned will enter into a formal agreement with the listed DBE business for work indicated by this form prior to the effective start date of the contract. The undersigned will, if requested, provide the JTA Diversity & Equity Manager or his/her designee a copy of that agreement.

The Prime Contractor/Consultant designated the following person as its DBE Liaison Officer:

 Please Print Name

 Phone

Pursuant to State Law, any person (entity) who makes a false or fraudulent statement in connection with the participation of a DBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

 Name of Declarant

 Signature

____/____/____
 Date

LITIGATION DISCLOSURE FORM

Provide information, including case name, case number, court in which the case was filed, and a short description of the case regarding any litigation in which your firm, company or any individual who holds equity or is involved in the project is or has been a party to and took a position adverse to the JTA.

CASE NAME	CASE NUMBER	COURT	DESCRIPTION

By: _____

For: _____
(Company Name)

Printed Name & Title of Signing Official

Non Performance Acknowledgement Form

The JTA will also maintain a record of any and all complaints received from private property owners. Vendors will be made aware of the complaints by e-mail affording them the opportunity to correct the problem. Continued complaints or an excessive number of complaints over a period of time or excessive frequency will be reason for cancellation of service contract. The decision of the JTA as to what constitutes excessive complaints or excessive frequency will be final. The JTA reserves the right to cancel this award without prior notification of this action. Effective date of cancellation may be immediate if in the opinion of the JTA that the situation so warrants. Decision of the JTA concerning the cancellation date will be final.

In the event of immediate award cancellation, the notifications of such cancellation may be verbal by way of a telephone call. At which time all work under this contract shall cease. Any verbal cancellations will be confirmed by way of a written letter of cancellation.

The Owner shall recover any costs associated with non-performance issues identified during regular and random inspections. Groups I, III, IV and V, within (24 hrs.) next business day of written or e-mail notice from the Owner; the Contractor must correct and report in writing the identified issue. Group II must be corrected before 10:00 AM and 3 PM. If the Contractor fails to respond or if the owner re-inspects after 24 hour notice has been given and has not been corrected, it will result in a reduction from the next monthly invoice the amount of the unit cost for the performance issues identified. The cost shall be treated separately from all assessments.

PAYMENT FOR NON PERFORMANCE ACKNOWLEDGEMENT:

VENDORS AUTHORIZED SIGNATURE

DATE

Non-Collusion Proposal Certification

By submission of this proposal, each Proposal and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- I. The prices in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, with any other Proposer or with any other competitor for the purpose of restricting competition as to any other matter relating to such prices.

- II. Unless otherwise required by law, the prices which have been noted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor and,

- III. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Signature of Proposer's Authorized Representative

Date

Typed/Printed Name

Title



**JACKSONVILLE
TRANSPORTATION
AUTHORITY**

PAST EXPERIENCE/PERFORMANCE REFERENCE INFORMATION FORM

1. Complete name of Government agency, commercial firm, or other organization	
2. Complete address	
3. Contract number or other reference	4. Date of contract
5. Date work was begun	6. Date work was completed
7. Estimated contract price	8. Final amount invoiced or amount invoiced to date
9. Technical point of contact (name, title, address, telephone no. and email address)	10. Location of work (country, state or province, county, city)
11. Description of contract work (Describe the nature and scope of the experience and provide an explanation of how the work is the same or similar to the work required by JTA). Attach an explanation of any performance problems or other conflicts with the customer. Use a continuation sheet, if necessary.)	
12. Current status of contract:	
13. Signature of Proposer:	14. Print Name of Proposer:
Date	

Instructions: Provide information requested in sections 1 through 14. Form must be filled out completely and signed by the Proposer.

Proposed Contract Modification(s) Form

Proposer is in agreement with all proposed language indicated in the sample contract included in this solicitation.

Signature of Proposer's Authorized Official: _____ Date: _____

Printed Name of Proposer: _____ Title: _____

The Proposer would like to suggest the following modifications be consider for application to the contract. And understands that all proposed modifications are subjected to negotiations. *Please include red-lined copy of the draft contract with the proposed modifications.**

Section and Paragraph location

Proposed Modifications

--	--

Signature of Proposer's Authorized Official: _____ Date: _____

Printed Name of Proposer: _____ Title: _____

Please confirm either Section I or Section II only

Duplicates of this page may be made

PROPOSER'S LIST

FOR NAME OF PRIME CONTRACTOR OR/CONTRACTOR: _____

The Contractor shall provide information on ALL prospective subcontractor(s)/supplier(s) who were contacted or submitted bids/quotations in support of this solicitation. **Attach additional copies of the form as necessary.**

NAME OF SUBCONTRACTOR/SUPPLIER(S)	SCOPE OF WORK TO BE PERFORMED	CERTIFIED DBE FIRM? (Check all that apply)	PERVIOUS YEAR'S ANNUAL GROSS RECEIPTS	UTILIZING ON THIS CONTRACT? (Please circle answer)
NAME: ADDRESS:	SCOPE OF WORK:	YES:	Less than \$500K	YES or NO
			\$500K-\$2 mil	
PHONE:		NO:	\$2 mil - \$5 mil	
FAX:			more than \$5 mil.	
CONTACT PERSON:	AGE OF FIRM:			
NAME: ADDRESS:	SCOPE OF WORK:	YES:	Less than \$500K	YES or NO
			\$500K-\$2 mil	
PHONE:		NO:	\$2 mil - \$5 mil	
FAX:			more than \$5 mil.	
CONTACT PERSON:	AGE OF FIRM:			
NAME: ADDRESS:	SCOPE OF WORK:	YES:	Less than \$500K	YES or NO
			\$500K-\$2 mil	
PHONE:		NO:	\$2 mil - \$5 mil	
FAX:			more than \$5 mil.	
CONTACT PERSON:	AGE OF FIRM:			
NAME: ADDRESS:	SCOPE OF WORK:	YES:	Less than \$500K	YES or NO
			\$500K-\$2 mil	
PHONE:		NO:	\$2 mil - \$5 mil	
FAX:			more than \$5 mil.	
CONTACT PERSON:	AGE OF FIRM:			

Name/Title of person completing this form: _____

Signature: _____ Date: _____

Proposer's Standard Assurances

Name of Proposer:

At this time, we understand all requirements and state that as a serious proposer we will comply with all the stipulations included in the proposal package.

The above-named proposer affirms and declares:

1. That the Proposer is of lawful age and that no other person, firm, or corporation has any interest in this Proposal.
2. That this Proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation making a Proposal for the same project, and is in all respects fair and without collusion or fraud.
3. That the Proposer has carefully examined the site of the work and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.
4. That the Proposer is in full compliance with all federal, state, and local laws and regulations and intends to fully comply with same during the entire term of the contract.

In witness thereof, this Proposal is hereby signed by the duly authorized representative of the Proposer and sealed as of the date indicated.

PROPOSER:

ATTEST:

Signature

Witness Signature

Type Name and Title

Date



JACKSONVILLE
TRANSPORTATION
AUTHORITY

SCHEDULE OF SUBCONSULTANTS/SUBCONTRACTORS

Contractor: _____

☐ DBE

☐ NON-DBE

Description of Project: _____

Solicitation No.: _____ Contract Date: _____

As part of the procedures for the submission of Proposals/Bids, all Contractors are required to identify **ALL** participating SUBCONSULTANTS/SUBCONTRACTORS. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of Business Performing Work	Certification Status (check one box)		Description of Commodity, Material, or Service	To be completed for DBE Supply Providers only, check applicable boxes			Dollar Amount Of Spend (if known)	Anticipated DBE Percentage Based on Supply Provider Checked
	DBE	NON-DBE		Manufacturer 100% of Spend	Regular Dealer 60% of Spend	Broker 100% Fees & Commissions		
							\$	
							\$	
							\$	
							\$	
							\$	
Dollar Amount or Anticipated Percentage of Work to be Completed by Non-DBE SUBCONSULTANTS/SUBCONTRACTORS							\$	
Dollar Amount or Anticipated Percentage of Work to be Completed by DBE SUBCONSULTANTS/SUBCONTRACTORS							\$	
Total							\$	

All **DBE** SUBCONSULTANTS/SUBCONTRACTORS must be certified as such by the JTA, FDOT or one of the designated certifying members of the Florida UCP DBE program. It is understood and agreed that, if awarded a Contract by the JTA, the Contractor will not make additions, deletions, or substitutions to this certified list without the consent of the JTA Diversity & Equity Program Manager or designee through the submittal of *Request for Approval of Change to Original Certified List of SUBCONSULTANTS/SUBCONTRACTORS*. It is understood that the JTA may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, employees and applicable SUBCONSULTANTS/SUBCONTRACTORS participating on the Contract. The Diversity & Equity Program Office reserves the right to ensure compliance with the JTA's **DBE** program to include status reports and audit of submitted **DBE** information as deemed necessary.

CONTRACTOR'S CERTIFICATION

The above information is true and complete, to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the JTA's **DBE** Program) in support of the JTA's **DBE**'s intent and objective may result in being considered non-responsive to the JTA's requirements. The Diversity & Equity Program Office reserves the right to recommend an audit on the submitted **DBE** information as deemed necessary.

Name and Title: _____

(Please print or type)

Signature: _____

Date: _____

As defined in 49 CFR Part-26 - Revised: August 1, 2017

JACKSONVILLE TRANSPORTATION AUTHORITY

TRUTH IN NEGOTIATION CERTIFICATE

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee Professional Services Contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY THREE, the Jacksonville Transportation Authority (“Authority”) requires the Consultant to execute this Certificate and include it with the submittal of the Technical Proposal, or as prescribed in the Solicitation.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project’s Contract are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Authority determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Contract adjustments shall be made within (1) year following the end of the Contract. For purposes of this Certificate, the end of the Contract shall be deemed to be the date of final billing or acceptance of the work by the Authority, whichever is later.

Name of Consultant

By:_____

Date

EXHIBIT A – SCOPE OF WORK

(On following pages)

EXHIBIT A

SCOPE OF WORK

General Scope of Services

The Jacksonville Transportation Authority (“JTA” or “Authority”) has issued this Request for Proposal (RFP) from firms, individuals, teams or other interested and experienced entities (“Proposers” or “Suppliers”) to provide design documents, specifications, produce shop drawings, provide prototypes, manufacture and furnish transit shelters, totems (outdoor displays/advertisement panels) and amenities as specified herein. The goal is to have compatible modules, parts and accessories to gain efficiency in maintenance of the shelters, totems (outdoor displays) and accessories. The JTA may elect to award one (1) or more Contracts.

JTA currently owns and maintains semi-custom modular shelters and totems for its transit system. Modular shelters are JTA’s standard for most transit stops. JTA desires a base shelter and totem design similar to its existing shelters and totems that are easily identifiable as JTA shelters or totems throughout the service area regardless of the type of JTA transportation service provided. JTA desires a modularized design and specification package for shelter and totem types with modular components, so that the sizes can be varied as needed in differing locations in the JTA transit service areas. The modular components and accessories will be compatible between all shelter and totem types to the extent possible. JTA reserves the right to procure or install any shelter or totem accessory outside of this agreement.

Through this RFP, JTA is also seeking an additional option for a more customized, permanent shelter design that may be preferred for larger stops, hubs or advanced service type. The proposal shall consider JTA’s existing color schemes and use innovation and additional available technology to present the additional option(s).

JTA at its discretion may select and award multiple suppliers for this RFP. JTA at its discretion may ask for portions of work to be performed as needed, and as funding is available. It is anticipated that this RFP will be for approximately twenty-five (25) transit shelters and associated amenities annually, with multiple funding sources. Many of these funding sources are through the Federal Transit Administration (FTA) or the Florida Department of Transportation (FDOT). Thus, the Proposer must demonstrate that they meet all FTA and FDOT requirements. No minimum number of shelters or totems will be guaranteed and quantities ordered may vary each year.

Contract Form: Contract will be awarded based on the evaluation criteria included in this RFP. The successful proposer hereby agrees to extend pricing and availability of any awarded item to any public/private entity that is purchasing transit shelters, totems and accessories on behalf of the JTA. The Proposers should be prepared to provide shelters, totems or amenities to our regional transit partners. The selected Proposer(s) (“Vendors”) retained through this RFP for transit shelters, totems and amenities will be designated for the entire project scope or a Project Group, although the multi-year nature of the project funding dictates the need for supplemental contract awards over the term of the contract. To ensure the shipment and receipt of items are properly documented and tracked, the JTA will include a shipping procedure in the Contract(s) that may result from this RFP.

The scope of this RFP includes providing design documents, shop drawings and specifications for the manufacture and possible installation of transit shelters, totems and amenities listed in the RFP. Installation manuals and at least one (1) tamper proof tool are to be provided with each kit. All shelter types are to have an optional feature to allow industry standard internally illuminated advertising panels to be included as requested. All totems or outdoor display equipment must be IP-65 and outdoor rated particularly for temperatures and weather in Florida. Additionally, a standalone advertising panel retrofit kit should also be available. The four types of shelters must be modularized as they may vary in size as required by the installation locations.

The four types of shelters are discussed below.

Shelters and Amenities

PROTOTYPE I –DOWNTOWN/HISTORIC SHELTERS

In the Jacksonville downtown area, there are existing transit shelter locations that may be upgraded and new locations for shelters to serve JTA's planned Downtown BRT project. There are locations in the Downtown area that would be equipped with new shelters under this RFP. Shelters sizes required in the downtown may vary between 4' x 8' and cannot exceed 5' x 16'. BRT locations may have multiple branded shelters in which the branding must be consistent.

For Downtown locations, two "looks", a "design neutral" shelter and a "historic" shelter are to be provided with a minimum of three (3) examples of each "look".

For the Downtown BRT project, there are 16 station locations with up to 32 shelters. It is desired by JTA that these shelters be of similar design to the Downtown shelters but have the BRT "brand". The BRT shelters may be of the same width as the Downtown shelters as many of them are located along Downtown sidewalks. Also, the BRT shelters have additional accessories required. One prototype of this shelter may be required in tasks associated with the design and production of this shelter type.

The shelter desired has the following characteristics:

- Have side walls and a back wall, designed to meet Florida Building Code's maximum wind load requirements (It is intended that JTA have only one type of replacement panel in stock for replacement of damaged panels) to allow for installation at any location in the Northeast Florida region
- Can be "branded" with color or logo for various JTA transit services
- Side walls and back wall that are transparent or perforated
- Side wall panels that provide vandal-resistant two sided internally-illuminated sign box with aluminum frame, polycarbonate glazing, and using fluorescent, LED, or other long-life low power consumption lamping to provide lighting for at least 12 hours
- Glazed wall panels that facilitate cleaning and replacement
- Glazed wall panels of identical size (It is intended that JTA have only one size replacement panel in stock for replacement of damaged panels)
- Anodized metal poles
- Modularized with compatible parts

- Solar powered lighting with 3-day autonomy, electrical internal lighting and/or other lighting
- Lighting fixtures shall be surface-mounted vandal-resistant LED strips with clear UV protected polycarbonate lenses, of UL-approved watertight design to permit hose-down washing of the shelter interior
- Manufacturer's Repair Kit for Shelter and Amenities

Accessories for the Downtown shelters include the following:

- Large corner post to accommodate electrical, fiber optic, or other conduit for future technology devices
- Structural support in the ceiling that allows mounting of digital and other signage internal to the shelter
- Seating designed to deter use for sleeping
- Seating that shall be capable of supporting a minimum of 300 lbs. at each seat location, minimum 600 lbs. per bench, without permanent deflection. Preference will be given to designs with four legs or structural support that resists eventual failure by deflecting and/or tilting forward or backwards along a central support.
- Benches shall be of steel construction with perforated steel seat pans with tamper proof stainless steel fasteners. Benches shall be finished with a thermoplastic powder coat or other vandal and wear resistant finish capable of withstanding pressure washing
- Benches shall be surface mounted on concrete pad or pavement independent of the shelter structure. All fasteners and anchors shall be stainless steel, and shall be furnished under this contract.
- Armrests shall be welded to the bench. Bolted armrests are not allowed
- Strap Metal Trash cans
- Electrical and structural accommodation of digital real-time information signage
- Bicycle racks
- Information Kiosks
- Provision for future integration of ticket machines or technology devices

TYPE II – TRANSIT HUBS

JTA currently has several suburban locations and transfer hubs and will be developing additional transit hubs in the future. The shelters at these hubs are generally larger in nature and as transfer hubs, they provide information on a number of connection routes and schedules. Many of these hubs are at shopping center locations. Some of these locations are as follows: Gateway Mall, Regency Mall, FCCJ Kent Campus, Avenues Mall, Orange Park Mall, St. Johns Town Center, River City Marketplace, Edward Waters College, and Sherwood Forest Shopping Center. The transfer centers that currently have shelters in varying sizes, for example, Gateway Mall has four 5' by 15' shelters, and Regency Mall has two 24 foot shelters. However, other dimensions are needed and vary by location.

The suburban transfer hub shelter has the following characteristics:

- Appropriate size for the location
- Seating that does not allow sleeping

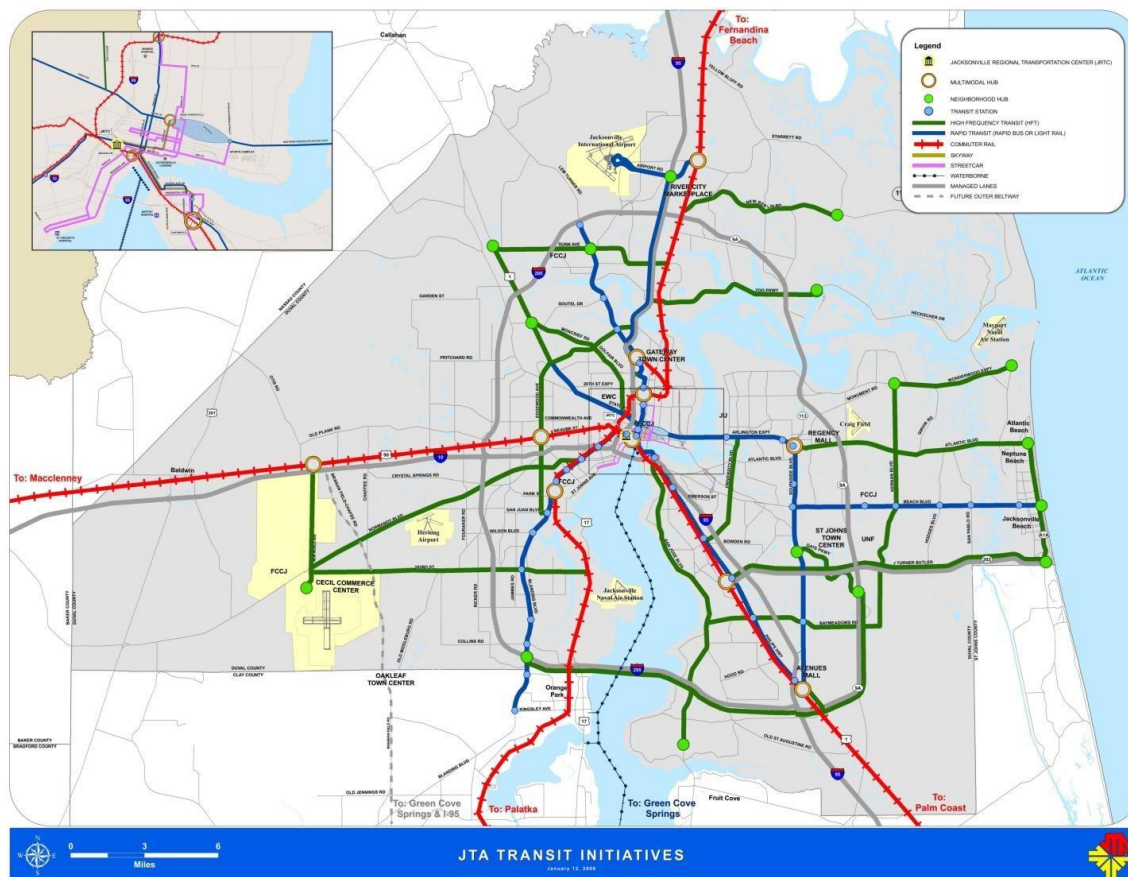
- Potential for advanced amenities (e.g., dynamic display screen for advertisement, real-time and additional information; air conditioning; audio/visual interaction; braille; and additional technology)

Accessories for suburban transfer hubs may include the following:

- Totems that can accommodate a number of transit route and schedule information (possibly touch screen information)
- Ticket vending machines
- Real-time transit arrival information
- Electrical connections for accessories
- Bicycle racks and lockers
- Additional future technology and amenities

TYPE III – BUS RAPID TRANSIT (BRT and HIGH FREQUENCY TRANSIT CORRIDORS)

Four corridors have been completed or are under construction in the Authority's First Coast Flyer BRT system, with the East Corridor opening in December 2018. The fifth and final corridor currently designated in the metropolitan area's Long Range Transportation Plan is the Southwest Corridor, which is targeted to open in December 2020. These Southwest Corridors includes 22 stations that will require shelter and amenity packages. The BRT system is shown in the map below and represented by the blue line.



The Corridor shelters require the following characteristics:

- Are modularized with compatible parts
- Have the ability to be “branded” either with color accents or logo
- Can accommodate a station name on the shelter
- In historic areas, must have “historic design”
- Large corner post to accommodate electrical, fiber optic, or other conduit for future technology devices
- Perforated steel side and back walls

Accessories for the Corridor Shelters include the following:

- Lighting with solar or electric connections as appropriate
- Accommodation of Real-time Transit information systems
- Information Kiosks
- Accommodation of future ticket machines
- Electrical connections for Real-time Transit and future Ticket machines
- Seating that cannot be used for sleeping
- Trash cans
- Bicycle racks
- Bicycle lockers (optional)
- Wayfinding information signs
- Technology upgrades such as touch screen information, LEDs etc.

HIGH FREQUENCY TRANSIT CORRIDORS

High Frequency Transit Corridors are the primary arterial road corridors for the JTA bus service. High Frequency Transit Corridor shelters are often smaller than the BRT corridor shelters, generally varying from 5' x 9' to 5' x 15' shelters. High Frequency Transit Corridors are also shown on the map above and represented by the green line.

The standard shelters have the following characteristics:

- Have transparent or perforated steel/mesh side and back walls
- Are modularized with compatible parts
- Have the ability to be “branded” either with color accents, or JTA logo

Accessories for the standard shelters include the following:

- Lighting with solar or electric connections
- Seating that cannot be used for sleeping
- Trash cans
- Bicycle racks
- AD Panels

OPTION – ALTERNATIVE SHELTER DESIGN

The proposer shall include an option for an alternative shelter design that is more permanent and customized. The proposer is encouraged to provide their most innovative and technologically advanced designs to enhance both aesthetics and functionality. Proposers should indicate which options may be powered by solar and which options would require permanent power. The following options should be considered as a starting point and not all-encompassing.

- The design should complement existing shelters to the extent possible while incorporating design enhancements to ensure a modern look that fits the local area.
- Enhanced information displays, including maps that show the location of the next transit vehicle scheduled to arrive at the station.
- Dynamic signage to display multiple advertisements, internal announcements, news, sports scores, etc.
- Removable/ interchangeable ad panels.
- Cell phone charging.
- Automated lighting that notifies the end user when a light is out or otherwise malfunctioning.
- Sustainable design, including use of recycled and local products.
- Enhancements to assist ADA customers with stop and route identification, and to identify the appropriate boarding area.

TYPE IV STANDARD SHELTERS

The standard shelters have the following characteristics:

- Provides the core needs and functionality of existing shelter types
- Includes innovative design to create a more custom fit for a key transit hub or content sensitivity
- Includes additional technology beyond standard shelter types
- Architectural design appearance instead of standard perforated style
- Considers ease of maintenance
- Have the ability to be “branded” either with color accents, or JTA logo
- Consideration for solar power to the extent feasible

OUTDOOR DISPLAYS / AD PANELS / DISPLAY SIGNS

TOTEMS

JTA has installed totems with real-time information at existing BRT stations. The proposer shall provide a totem of similar size, shape and appearance to the existing totems. The totems shall meet the following minimum requirements:

- Vendor shall provide a turn-key system requiring only installation of the totem onto the concrete foundation and connection to electrical service
- Stainless steel frame with aluminum face panels and stainless steel kick panels
- Powder coat finish
- Custom decals with station name and address in approved colors
- IP65 media enclosure
- Real-time information for bus arrival with integration to JTA’s existing systems
- System map

- Performance monitoring system to include temperature and continuous status of monitors operating or down
- LED screens on both sides of the monitors to allow passengers to view information from either side
- All components must be designed and integrated for system performance to meet the Florida climate and an IP-65 rating
- Manufacturer's Repair Kit for Shelter and Amenities

Proposers shall include additional available options, such as the following:

- Weather and news headlines
- Interactive system map showing location of other buses
- Media platform for potential videos, announcements and advertising
- Emergency notifications
- Text to speech and other ADA features

STATIC AD PANELS

Proposers shall provide design documents, shop drawings and specifications for manufacturing and furnishing of static ad panels for all shelter applications. JTA's Project Manager will determine the number of ad panels to be included in each shelter order based on City of Jacksonville ordinances. The proposer shall propose an ad panel that meets the following characteristics:

- Serves as the side panel for the shelter
- Matches the colors and overall look of the shelter.
- Florida Building Code's **maximum** wind load requirements
- Designed to allow for ease of accessibility of maintenance or contracted crews to change ad displays and holds up to repetitive changing of ads
- Prevents water intrusion
- Provides viewing from both sides
- Solar powered LED lighting to provide illumination for a minimum period of dusk to 2:00 AM with 3-day autonomy.
- Manufacturer's Repair Kit for Shelter and Amenities

DYNAMIC SIGNAGE

Proposers shall provide design documents, shop drawings and specifications for manufacturing and furnishing of dynamic display signage for all shelter applications. The proposer shall propose dynamic sign that meets the following characteristics:

- LED display screens, with viewing from either side if affixed to the shelter side panel, or viewing from a single side if affixed in the back of the shelter
- Allow for display of multiple advertisements and public service announcements with integration to existing JTA software
- Provides an option to incorporate real-time information with bus arrival for stations that do not have standalone totems

LIGHTING

Proposers shall comply with JTA's Transit Stop Lighting Standards. The standards are attached with this RFP.

Display/Information Kiosk Performance and Functional Requirements

The outdoor information kiosk shall meet the following minimum functional and performance requirements, including systems integration, testing and acceptance of fully operational system:

- 1) The unit shall have a minimum design life of 10 years.
- 2) There shall be two display monitors (one on each side of the outdoor information kiosk).
- 3) The outdoor information kiosk shall be able to display full color graphic information at minimum of 1920x1080, full HD @1080i or equivalent.
- 4) Each display shall have a minimum of 2000 NIT or 6,582 ANSI Lumens brightness
- 5) The unit shall include a ruggedized PC with direct HDMI connections to the display monitors.
- 6) Operating System shall be Windows 10.
- 7) The unit shall be equipped with a minimum 6-Port Industrial rugged Gigabit Managed Ethernet Switch with 100/1000 SFP duplex transceiver with LC connector. Provide SFP Transceiver for both ends of the fiber connection. (The City of Jacksonville side uses ST connectors).
- 8) The system shall include a remote health-monitoring system via the fiber optic connection. The health monitor shall include diagnostic capability, failure events, system shut-off and power up capabilities.
- 9) The system shall have the capability to download health monitoring data remotely.
- 10) The enclosure shall include a heat sensor unit to monitor internal heat the capability to download data remotely.
- 11) External component shall be commercially available powder coated galvanized steel or any other non-corrosive material.
- 12) Enclosure shall be a minimum of IP-65 rated enclosure or higher rated unit.
- 13) All internal components shall be ruggedized with operating temperature range of (-20°C to +70°C).
- 14) All internal components shall have an operating humidity range of 10 to 100% condensing.
- 15) The unit shall have a thermal management system to maintain a maximum operating temperature below +50°C.
- 16) The display units shall have both IR and UV protection to minimize sunlight radiation.
- 17) Enclosure shall have a locking mechanism and easy access for maintenance purposes.
- 18) All electrical components shall be UL Listed and shall be located with the enclosure.
- 19) Include a minimum of two standard outlets for maintenance purposes inside the enclosure.

- 20) The full enclosure, including all electronic components, shall have a minimum of 2-years full warranty, including labor and materials.
- 21) Include an optional extended warranty up to an additional five years, on a per year cost basis.
- 22) A complete system design, including all components, shall be submitted to JTA for review and approval upon the initial design phase.
- 23) Cut-sheets and specifications and performance details (Submittals) for all electronic subcomponents, including fiber optic switch, display units, PC and others shall be submitted to JTA for review and approval.
- 24) The supplier shall supply one unit of the PC to Redmon (see below) and one unit of the fiber optic switch to JTA for initial testing and acceptance. If the units does not perform to the satisfaction of JTA, the supplier shall provide an alternate system.
- 25) The unit shall comply with FTA Buy-America requirements.
- 26) The unit shall include full operational manual.
- 27) The supplier shall provide a full one-day maintenance training for JTA staff.
- 28) Provide a 10% spare parts for all internal components and one-year supply for all maintenance parts.
- 29) Upon the approval of the design concept, the supplier shall manufacture one-prototype unit and conduct an environmental test, by an outside certified environmental test lab, per the following requirements:
 - a) An IP-65 water stream test.
 - b) An environmental chamber test for a minimum of 14 continuous days at 60°C and 95% relative humidity. During the testing, all system components shall be in operational mode and all system outages must be recorded and provided with the final test report. A system outage will constitute a failure and test must be repeated. Include a photo log of the system testing, including daily photo logs of both sides of the display units. Any distortion or discoloration shall constitute a failure and the test must be repeated. The system will not be considered accepted until a full 14-day test is completed without any failures. Provide the test report and certification of test completion.
 - c) Once the test is completed and approved by JTA, the supplier can begin manufacturing of other units.
- 30) The proposer shall provide a list of at least 30 outdoor kiosks in operation for at least 3-years in an environment similar to Jacksonville, Florida, i.e. high temperature and humidity. Provide a list of references and the number of units for each customer. Failure to

demonstrate a minimum of operating units as specified herein will result in rejection of the bids.

- 31) The proposer shall provide a list of at least 50 outdoor kiosks in operation for at least 3-years in various outdoor environments, i.e. dry heat, cold weather and other conditions. Provide a list of reference and the number of units for each customer. (Indoor units cannot be included).
- 32) The outdoor information kiosk will be connected to JTA's Bus Arrival Information, provided by Redmon Group Inc., 211 North Union Street, Suite 350, Alexandria, VA 22314, Phone: 703.838.5461 (Ken Cline). The supplier shall be responsible for coordination with Redmon and providing all integration services for a fully operational system to display planned connected via internet connection to Redmon. The fiber connection between the information kiosk and City of Jacksonville fiber optic network will be coordinated by JTA staff, but the supplier shall coordinate all fiber connections for full system connectivity.
- 33) The supplier shall be fully responsible for loading of the real-time passenger information system (though Redmon), all operating systems and any other applications.
- 34) All licenses to software and applications shall be provided to JTA.
- 35) The unit shall be manufactured in an ISO 9001 certified factory or an equivalent manufacturing/assembly plant. An equivalent facility means that a Quality Control standard have been implemented in the facility. The proposer shall either provide a 9001 certification or provide an equivalent Quality Control Plan that has been adopted to ensure the manufacturing and assembly follows a high-quality standard.
- 36) Each unit shall undergo a Factory Acceptance Test (FAT). The supplier shall submit the FAT testing procedures to JTA for review and approve. No testing shall be performed without the approval of the FAT testing by JTA. Each unit, prior to shipping, shall include a certification of FAT and the certification shall be submitted to JTA for review and approval.
- 37) The unit shall be installed by a certified technician provided by the supplier. The supplier shall complete all testing and acceptance of the system in association with JTA staff as the observer. The supplier is responsible for all costs associated with complete installation, including provision of a certified technician.
- 38) The supplier shall be responsible for full assembly, integration, testing and acceptance of the system. JTA shall be on-site for the final testing and acceptance review and observation. The supplier shall complete all testing and demonstrate the system is in full compliance of requirement and full operational. If the unit does not pass the test, the supplier is required to correct all corrective items and re-test the unit until full system operational acceptance is achieved.
- 39) The supplier shall provide all cable connections, fiber patch cords, CAT cables, wiring, etc. for a fully operational system.

- 40) The supplier may request Alternative Specifications with valid justification for review and approval by JTA. For each deviation from these specifications, the supplier shall provide full justification for review and approval by JTA. However, JTA shall have the sole discretion in either accepting the proposed alternative or rejecting the alternative proposed by the supplier. If rejected by JTA, these minimum specifications shall apply.
- a) The supplier shall provide full justification of any deviations to the JTA for review prior to the Deadline for Questions date and time specified in the RFP.
 - b) The JTA will provide a response to the deviations as it deems necessary by the Response to Questions date provided in the RFP.

EXHIBIT B – JTA TRANSIT STOP LIGHTING ASSESSMENT

(On following pages)

DRAFT FINAL *JTA TRANSIT STOP* *LIGHTING* *ASSESSMENT*

NOVEMBER 29, 2018

RS&H PROJECT #: 101-3654-119
(GC: JTA GEC 2014: BUS STOP
HIGH PERFORMANCE
LIGHTING SPECIFICATIONS)
JTA TWO#: 44.23.01.01
JTA PO#: 32917

RS&H



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1. SUMMARY

Illumination is a priority for all types of JTA transit stops to promote passenger safety and comfort. All JTA transit stops may require some level of illumination during service hours. Accordingly, it has established some requirements for illumination and power at transit stops based on passenger volume. JTA has also committed to use of LED luminaires and solar-power at transit stops.

JTA has not yet established standards for the quantity or quality of lighting at its transit stops. There is no nationwide code or standard, but peer agencies have established requirements between 1.3 and 5.0 foot-candles. Some peers have established requirements only for direct illumination of transit stops, others have combined these requirements with standards for indirect lighting from streetlights and buildings.

Based on collected data, JTA operates and maintains more than 2,700 transit stops. Most (67%) are indirectly illuminated. About 19 percent are not illuminated and 15 percent are directly illuminated by grid-sourced power (5%) or solar power (10%).

Since grid-sourced power is not practical for most transit stops, JTA has installed about 270 solar-powered lighting systems in transit shelters. It is piloting a solar-powered lighting system that mounts to a transit stop sign post. About 60% of these systems are consistent with JTA's current reference system. The remainder utilize obsolete equipment.

The reference systems are manufactured by Urban Solar. They are currently configured to operate in accordance with JTA's High Volume transit stop service hours (e.g. 5:00 AM to midnight). Field observations confirmed that the systems can meet this requirement. However, experience indicates that systems are difficult to safely and reliably operate and maintain.

A preliminary standard for illumination of transit stops has been developed based on JTA's current requirements; peer standards; and current reference system specifications and performance. The standard is complemented by a Solar Readiness Checklist that helps determine whether a solar lighting system is appropriate. The objective of these resources is to provide a sustainable illuminated environment for passengers that is cost-effective for JTA to design, build, operate and maintain. The current reference system meets most but not all the requirements of this standard.

As JTA standardizes transit stop illumination, it is important to understand potential capital and operating cost implications. Based on average unit costs for the reference system, directly illuminating all JTA's transit stops using solar-powered systems could cost more than \$5 million. A carefully scoped and phased capital plan based upon a final illumination standard is required to determine the actual cost of illumination of JTA's transit stops.

It is also crucial to consider lifecycle costs, since the systems will require significant human and financial resources to operate and maintain. Final illumination standards, capital planning and O&M policies / procedures should be developed to improve system performance, while reducing long-term costs.

2. CURRENT TRANSIT STOP ILLUMINATION STANDARDS

2.1 Mobility Access Program Requirements

JTA's current *Mobility Access Program* (MAP) defines the Authority's current illumination requirements for its transit system. It is currently in the process of revision.

Passenger volume is the main criteria for determining transit stop class. The MAP defines six classification types for bus stops in the JTA fixed-route system.

1. Local Bus Stop
2. Bus Stop with Bench
3. Bus Stop with Shelter
4. High Frequency Corridor Stop
5. Neighborhood Hubs
6. Park-n-Ride Facilities

JTA has defined standards for design of transit stops based on these classifications. First Coast Flyer (FCF) stations, Skyway, intermodal facilities and Park-n-Ride facilities are higher-level stop classifications that typically represent increased transit infrastructure investments. Additional amenities for these can be defined on a project basis by JTA.

Table 1 summarizes selected design requirements and amenities for the six classes with respect to illumination. Additional detail is provided for sheltered transit stops with (3a) and without (3b) advertising and BRT transit stops (4b).

TABLE 1: JTA MOBILITY ACCESS PROGRAM TRANSIT STOP TYPE CHARACTERISTICS, INCLUDING ILLUMINATION AMENITIES

Type	Description	Service Hrs.	Passenger Volume	Signage	Shelter	Lighting	Power
1	Local	06:00 – 20:00	Lowest (<15)	Yes	No	No	No
2	Bench	06:00 – 20:00	Low (> 15)	Yes	No	No	No
3a	Shelter, Non-Ad	06:00 – 22:30	Moderate (>40)	Yes	Yes	No	No
3b	Shelter, Ad	06:00 – 22:30	Moderate (>40)	Yes	Yes	No	No
4a	High Frequency	05:00 – 24:00	High (>80)	Yes	Yes	Yes	No
4b	BRT	05:00 – 24:00	High	Yes	Yes	Yes	Yes
5	Neighborhood Hub	05:00 – 24:00	High	Yes	Yes	Yes	No
6	Park-n-Ride*	05:00 – 24:00	High	Yes	Yes	Yes	Yes

*Non-BRT Park-n-Ride shelters may not be grid-powered.

All transit stops include signage that designates the stop and provides information on the routes. Stops with the lowest passenger volume may only include this signage. Low volume stops may include a bench, but no shelter. Moderate to high stops include shelters. Of these, JTA's current MAP only requires integral lighting at high frequency stops, BRT, Neighborhood Hubs and Park-n-Ride. The MAP requires grid-based electrical infrastructure at BRT and Park-n-Ride stations.

The MAP includes a commitment to sustainability. It recommends use of LED lighting at directly illuminated transit stops. It also encourages solar-powered lighting. It does not establish standards for the quantity or quality of illumination (e.g. foot-candles).

2.2 Illumination Requirements based on Service Hours

The MAP establishes safety considerations that make illumination a priority for all types of bus stops, particularly those served by night routes.

As Table 1 indicates, JTA's transit stops may be further classified into three groups, based on service hours: 1) Classes 1 and 2, which operate from 6:00 AM to 8:00 PM, 2) Class 3, which operates from 6:00 AM to 10:30 PM and 3) Classes 4 – 6, which operate from 5:00 AM to midnight.

Based on these operating parameters and US Naval Observatory data on annual sunrise and sunset in Jacksonville, all transit stops require illumination every day, on average. Table 2 shows annual illumination requirements during service hours. It also shows potential illumination requirements if JTA were to illuminate these stops overnight, outside of service hours. Daily averages are also provided. Service hours require full power illumination. Non-service hours could be full power or reduced-power illumination controlled by occupancy sensors.

TABLE 2: ILLUMINATION REQUIREMENTS BY TRANSIT STOP TYPE

Group	Service Hours	MAP Class	Description	Annual Service (S) H:mm	Non-service (NS) H:mm	S / Day H:mm	NS / Day H:mm
1	06:00 – 20:00	1 2	Local Bench	709:30	3,608:50	1:56	9:53
2	06:00 – 22:30	3a 3b	Shelter, Non-Ad Shelter, Ad	1,580:55	2,737:30	4:19	7:30
3	05:00 – 24:00	4a 4b 5 6	High Frequency BRT Neighborhood Hub Park-n-Ride	2,493:25	1,825:00	6:49	5:00

2.3 Peer Standards

There is no nationwide code or standard for illumination of transit stops. Illumination standards are determined by the location jurisdiction. Peer transit agencies and authorities generally require illuminated transit stops for passenger comfort and safety. Illuminated amenities include transit stop signage and shelters. Both ambient and direct illumination are generally acceptable. Ambient / indirect illumination includes lighting provided by adjacent streetlights or buildings. Direct illumination is mounted directly to transit infrastructure. Some peers encourage use of energy efficient devices and renewable energy sources when directly illuminating transit stops (e.g. SEPTA).

While many transit authorities have not published illumination standards, a selection of these are shown in Table 3. They indicate a range from 1.3 to 5 foot-candles. Most recommend illumination towards the lower end of this range to allow passengers to observe conditions outside of the shelter. Some peers establish standards only for direct illumination, other establish standards for both direct and indirect illumination.

TABLE 3: PEER DIRECT AND INDIRECT ILLUMINATION STANDARDS / RECOMMENDATIONS

Peer	Direct (Foot-candles)	Indirect (Foot-candles)
Transportation Cooperative Research Program	2.0 – 5.0	-
Florida Department of Transportation Public Transit Office	2.0 – 5.0	-
Washington Metropolitan Area Transit Authority (D.C.)	2.0 – 5.0	-
Southeast Pennsylvania Transportation Authority	1.3 – 2.6	1.3 – 2.6
Orange County Transportation Authority (California)	2.0 – 5.0	No less than 2.0
Tri-County Metropolitan Transportation District of Oregon	1.5 – 2.0	1.5 – 2.0

The City of Jacksonville’s Land Development Procedures Manual requires average maintenance illumination of 0.4, 0.6 and 1.0 foot-candles for local, collector and arterial roadways.

The City’s Design Guidelines and Best Practices Handbook explicitly discourages off-site spill-over of commercial exterior building illumination in accordance with the Dark-Sky Model Lighting Ordinance. Illumination at property lines may not exceed 1.0 foot-candles when abutting non-residential property. Correctly implemented, these guidelines will limit illumination from commercial buildings adjacent to transit stops.

Both Land Development Code and Design Guidelines standards stipulate illumination levels (i.e. 1 foot-candle) lower than the indirect lighting standards / recommendations defined by peers (Table 3).

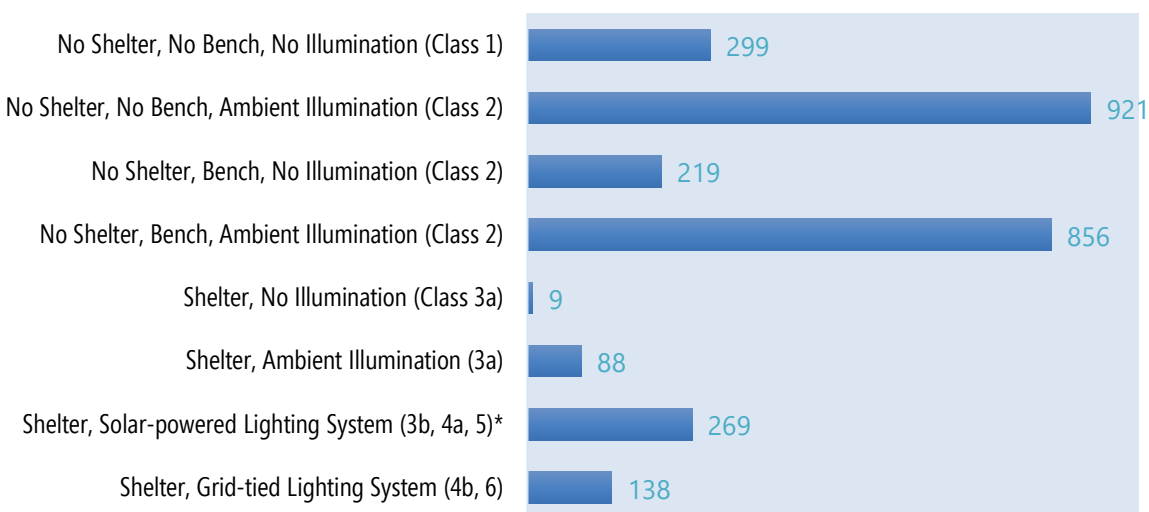
Proximity of the transit stop to indirect street or building lighting will greatly affect illumination levels at the site. The shading resulting from transit shelters will also have a significant effect on illumination within the shelter at bench height.

3. TRANSIT STOP ILLUMINATION INVENTORY & ASSESSMENT

3.1 Inventory

Data on JTA's transit stops was compiled from information collected and tracked by JTA and their contractor Elton Alan, resulting in a single, joined data set. An inventory of transit stops by amenity and illumination type (as well as how these correspond to MAP classes shown in Table 1 above) is shown in Figure 1.

FIGURE 1: JTA TRANSIT STOP COUNTS BY AMENITIES, INCLUDING ILLUMINATION



*Solar-powered lighting systems have been installed in Shelters with internally-illuminated advertising panels (Class 3b), High Frequency (Class 4a) and Neighborhood Hub (Class 5) transit stops. They have also likely been installed in Shelters without internally-illuminated advertising (Class 3a).

JTA has over 2,700 transit stops, according to compiled data. About two-thirds (67%) of transit stops are indirectly illuminated by adjacent street or building lighting. About 18% are not illuminated. The remainder are directly illuminated via grid-sourced power (5%) or solar power (10%). Nearly all these directly illuminated stops use LED luminaires.

3.2 Solar Transit Stops

JTA maintains over 2,700 transit stops across the greater Jacksonville area. For the majority of these, it is not practical to provide grid-sourced power. Under these circumstances, solar power is a solution for achieving JTA's illumination requirements. JTA currently uses solar powered illumination at about 270 shelters.

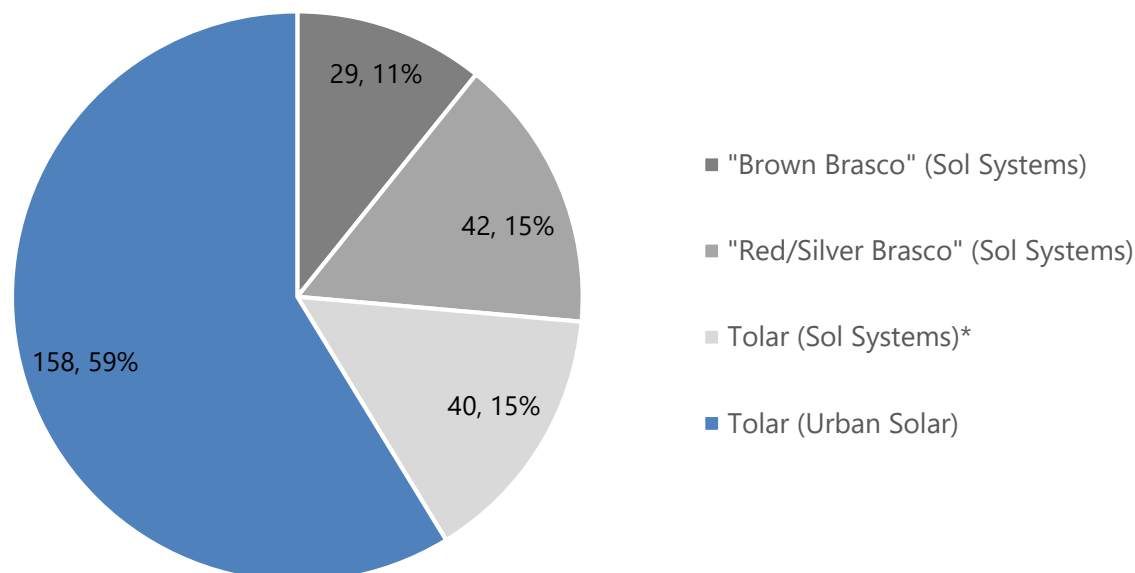
JTA has begun using solar power to illuminate transit stops without shelters on a limited, pilot basis.



FIGURE 2: "RED / SILVER" TOLAR SOLAR SHELTER

There are a variety of solar shelters classified based on manufacturer, branding and age. Figure 3 summarizes these.

FIGURE 3: JTA SOLAR SHELTERS BY TECHNOLOGY TYPE



Shelters are manufactured by either Tolar Manufacturing or Brasco International. They have been branded according to JTA's standards, which have evolved over time (e.g. brown vs. red / silver shelters). JTA currently preferentially procures Tolar shelters.

Solar shelters are manufactured by Sol Systems or Urban Solar. The former company is defunct and replacement parts are not available. Urban Solar is partnered with Tolar. Their systems are currently being installed in JTA's Tolar shelters.

Of about 270 solar shelters, about 60% are Urban Solar installed on Tolar shelters. These include both shelters with and without internally-illuminated advertising panels.

There are about 40 Tolar shelters with obsolete Sol Systems installed.

An additional 71 Sol Systems products are installed in Brasco shelters. Of these 29 are "Brown" Brasco shelters that do not meet current wind codes.



FIGURE 4: "BROWN" BRASCO SOLAR SHELTER

3.2.1 SOLAR READINESS

JTA's MAP requires grid-based electrical infrastructure at BRT and Park-n-Ride stations. All other station types are potentially candidates for solar-powered lighting systems, with criteria such as passenger volume playing a key role in determining whether JTA will invest in such a system.

JTA has not yet developed guidance for designing new shelters for solar-readiness or determining whether solar power is an appropriate power source for existing shelters. A "Solar Readiness Checklist" is included in the appendix as a potential guide to planning, design and construction.

Once stop has been identified as a candidate for a solar-powered lighting system, this checklist should be used to determine suitability. The factors considered by the checklist are summarized below.

- The solar array needs to be located so that structures or landscaping do not cast shadows on the PV array, since shading of more than 10% of the panel will significantly curtail power production.
- Solar systems have a long lifecycle. Changes on properties to the south of the array, including new buildings or landscaping must be planned for, since access to sunlight is not a protected property right.
- Shelters must have a suitable, contiguous flat or properly sloped roof plane.
- Shelters should be oriented to receive the maximum exposure to the sun. South or Southwest orientations are ideal. West or east facing roofs may also be acceptable, but further analysis should be conducted to determine the effect on power production. North orientations should be avoided.

3.2.2 REFERENCE SYSTEM ASSESSMENT

The reference solar systems used by JTA is manufactured by Urban Solar. This vendor provides solutions for transit stops with and without shelters. RS&H obtained system information directly from Urban Solar. Calculations performed by RS&H based on product technical data indicates that components are appropriately sized for their function. The components are generally of high quality and appear to be selected for durability.

3.2.2.1 TRANSIT STOP

On a pilot basis, JTA has installed Urban Solar's *PV-Stop, Bright Up* product. The *PV-Stop* is mounted on top of JTA's existing bus stop sign posts (Figure 5).

PV-Stop integrates one 5-Watt photovoltaic module with two 6 Volt, 8 amp-hour batteries and LED luminaires in a single aluminum housing. Also included is a controller that charges the batteries and schedules lighting. Four LED luminaires are included. Three 1-Watt luminaires provide dusk to dawn downlighting; one 3-Watt security luminaire provides temporary illumination (about five minutes) on demand via a push-button.



FIGURE 5: URBAN SOLAR PV-STOP, BRIGHT UP

The entire assembly weighs about 18 pounds.

3.2.2.2 TRANSIT SHELTER WITHOUT INTERNALLY-ILLUMINATED ADVERTISING PANELS

JTA has installed about 159 of Urban Solar's *PV-Shelter RMS* products. The *RMS-50* is used in shelters without internally-illuminated advertising panels; the *RMS-160* is used in shelters with these panels.

The *RMS-50* consists of a 50W photovoltaic module, three 12 Volt, 18 amp-hour batteries and 8 Watts of LED illumination. A controller charges the batteries and schedules the LEDs.

The PV module, batteries and controller are mounted on the roof of the shelter in a "pizza box" housing.

The LED module is mounted to the underside of the shelter.



FIGURE 6: URBAN SOLAR RMS-50 "PIZZA BOX"

3.2.2.3 TRANSIT SHELTER WITH INTERNALLY-ILLUMINATED ADVERTISING PANELS

The *RMS-160* consists of a two 80W photovoltaic modules; eight 12 Volt, 18 amp-hour batteries and 8 Watts of shelter and 16 Watts of advertising panel LED illumination. A controller charges the batteries and schedules the LEDs.

The PV module, batteries and controller are mounted on the roof of the shelter, with the batteries and controller enclosed in a compartment behind the PV array.

The shelter LED module is mounted to the underside of the shelter roof. The advertising panel LEDs are housed within the advertising box.



FIGURE 7: URBAN SOLAR RMS-160

3.2.2.4 CONTROLS

The Urban Solar “ECM” controller (Figure 8) can schedule the LEDs and modulate their output (as well as charge batteries based on solar energy input). Currently, the system turns LEDs on at dusk, providing approximately 5 foot-candles of illumination until midnight. Afterwards, about 1 foot-candle or less of illumination is provided until 4:00 AM. From 4:00 AM to dawn, illumination returns to 5 foot-candles. At dawn the LEDs are turned off. This sequence of operations approximates the service / non-service hours of JTA’s high-frequency / BRT transit services.

Internally-illuminated advertising panels are illuminated at full power from dusk until 2 AM. After 2AM, the LEDs are turned off.

Dusk and dawn times vary throughout the year based on a real time clock custom programmed at the factory to reflect conditions in North Florida.

The controller can also provide constant illumination from dusk to dawn. JTA has recently requested Urban Solar program its controllers to provide 2.5 foot-candles within a 4’ by 8’ footprint at bench height from dusk to dawn.

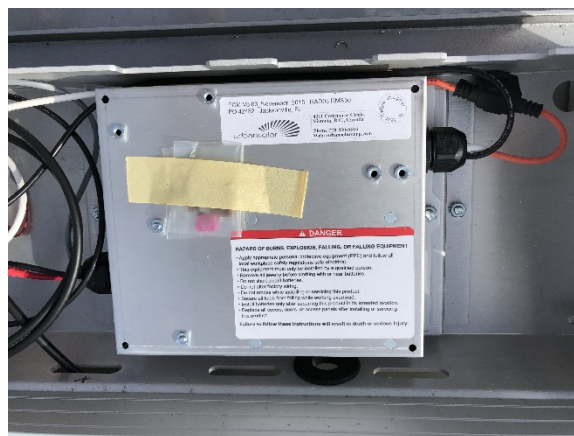


FIGURE 8: URBAN SOLAR ECM CONTROLLER

Photocell or occupancy sensors are compatible with the controller but are not used. The controller also logs data on system performance. JTA does not have access to the controller’s programming or data logging functions.

3.2.2.5 OPERATIONS AND MAINTENANCE

EltonAlan maintains JTA's solar shelters. According to EltonAlan many solar stations are not illuminated at night. They estimate about 75% of stations were not illuminated at night during an inspection after Hurricane Irma in Fall of 2017.

According to EltonAlan, the main reason for system failure are batteries, which are expected to last 3-5 years. In Urban Solar systems, the batteries are typically mounted on the roof of shelters, where they get very hot and are difficult to safely access and conveniently test. The Urban Solar systems currently installed are rated for a max ambient temperature of 50°C / 122°F. EltonAlan suspects that temperatures may occasionally exceed 122°F within the battery / controller enclosure, but do not have measurements demonstrating this.



FIGURE 9: URBAN SOLAR RMS-50 NAME PLATE WITH MAXIMUM TEMPERATURE RATING OF 50°C (122°F)

EltonAlan also stated that the systems are difficult to test and troubleshoot. The system may be tested by swiping a magnet over the controller housing. Activating the switch causes the LED lights to flash in a sequence that indicates battery health. If lights do not flash, the system is in a failure mode. Since the controller is mounted on the roof, this test procedure effectively requires two people. Further, for accurate results, the test procedure noted above must be conducted near the end of the day or at night; otherwise, the batteries may not have enough voltage to operate the lights. In addition, Urban Solar's troubleshooting procedures require the PV panel to be completely dark. EltonAlan noted concerns about the convenience and safety of testing the systems at night.



FIGURE 10: URBAN SOLAR SYSTEM MAINTENANCE ACCESS

While the Urban Solar controller is capable of logging and exporting system diagnostics, these data are not currently available to EltonAlan or JTA. A communications system that would allow remote monitoring of systems is currently available only for applications with larger photovoltaic arrays than can be accommodated on a transit shelter roof, such as a parking lot.

3.2.2.6 ILLUMINATION MEASUREMENT

RS&H installed photometric data loggers at two shelters with internally-illuminated advertising panels at bench height for 72 hours. Results indicate that the system provided about 4.8 foot-candles from dusk until midnight, when illumination was reduced to about 1.5 foot-candles. This is consistent with Urban Solar's stated system performance and control sequences.

4. STANDARDS AND REFERENCE SYSTEM COMPLIANCE

This section includes a preliminary standard for illumination and an assessment of the reference system's compliance with the proposed standard.

4.1 Transit Stop Illumination Standard

A standard for illumination of transit stops is provided on the following pages. It is based on JTA's current requirements, as defined by its Mobility Access Program, sustainability commitments and other resources; peer standards; and current reference system specifications and performance.

Draft standards were shared with vendors and their feedback was incorporated. A log of vendor comments are included in the appendix.

The objective is to provide a safe, comfortable illuminated environment for passengers that is cost-effective for JTA to design, build, operate and maintain.

JTA Transit Stop Lighting Standard

1 General:

1.1 Summary

- 1.1.1 Lighting is a priority for all types of JTA transit stops to promote passenger safety and comfort.
- 1.1.2 This standard includes requirements for lighting JTA transit stops indirectly or directly.
 - 1.1.2.1 Indirect lighting may be provided via streetlights, pedestrian lights, or floodlights.
 - 1.1.2.2 Direct lighting will be LED and powered via either hard-wired infrastructure or solar-powered systems.
- 1.1.3 JTA's fixed-route system includes six classification of transit stops, including (1) Local Transit Stops, (2) Transit Stops with Bench, (3) Transit Stops with Shelter, (4) High Frequency Corridor Stops, (5) Neighborhood Hubs and (6) Park-n-Ride Facilities.
- 1.1.4 All work shall comply with all applicable codes as a minimum and with the additional requirements called for in this standard.

1.2 Buy America Compliance: Transit stop illumination components shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, where applicable, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA, or the product is subject to a general waiver, unless otherwise approved by JTA.

1.3 Submittals: JTA approval is required for all submittals, as applicable.

- 1.3.1 Shop Drawings, including complete system components and interconnection wiring diagrams, installation and assembly details
- 1.3.2 Product Data
 - 1.3.2.1 LED Luminaires

1.3.2.2 Photovoltaic Modules

1.3.2.3 Batteries

1.3.2.4 Lighting controls

1.3.2.5 Battery charger / controls

1.3.2.6 Monitoring equipment

1.3.3 Design Data, including calculations for photometrics and solar power-systems

1.3.4 Certificates, including Buy America, DLC / Energy Star

1.3.5 Manufacturer's Instructions for installation and operations and maintenance

1.3.6 Closeout Submittals, including warranty documentation

2 Indirect-Illumination: JTA prefers to locate all transit stop classifications adjacent to existing light sources (indirect-illumination), where feasible.

2.1 Indirect-illumination can include streetlights, pedestrian lights, or floodlights.

2.2 While JTA does not control planning, design, construction, operations or maintenance of indirect illumination, JTA transit stops shall be located such that:

2.2.1 Indirect-illumination shall be available from dawn to dusk, 365 days per year, where feasible.

2.2.2 Sign posts, furniture, shelters and other structures shall be within the flood of indirect-illumination within 30 feet of the overhead light source, but not closer than 15 feet so that average illumination shall be a minimum average of 2.0 foot candles within a 2 foot radius of the transit stop sign post at ground-level, where feasible.

3 Direct-Illumination: JTA prefers to install illumination at transit stop sign posts for transit stop classifications 1 and 2, and within bus shelters for classifications 3 through 6 (direct-illumination) at all new or refurbished transit stops to promote the comfort and safety of passengers. Direct-illumination can also assist operators see waiting passengers.

3.1 Illumination shall be provided from dawn to dusk, 365 days per year for both sign posts and shelters.

3.2 Sign Posts

- 3.2.1 Illumination shall be a minimum average of 2.5 foot-candles of illumination within a 2 foot radius of the transit stop sign post at ground-level.

3.3 Shelters

- 3.3.1 Illumination shall be a minimum average of 2.5 foot-candles within a 4 foot by 8 foot interior footprint at bench height, with a minimum illumination of 0.1 foot-candles within the shelter. Luminaires associated with internally-illuminated advertising panels shall not be included in lighting design to meet this standard.
- 3.3.2 Shelters may include internally-illuminated advertising panels. Internally-illuminated advertising panels, as applicable, shall be illuminated from dusk to 2:00 AM, 365 days per year.

- 4 Luminaires: LED lighting technology shall be used with a minimum lifetime operation rating of 50,000 hours.

- 4.1 LED luminaires must be qualified by the Design Lights Consortium (DLC) or ENERGY STAR. The list of DLC qualified products are found at the following website: www.designlights.org/QPL. Alternative luminaires will be considered and reviewed by JTA on a case-by-case basis.
- 4.2 LED luminaires shall be rated for operation within an ambient temperature range of minus 22 degrees Fahrenheit to 104 degrees Fahrenheit.
- 4.3 LED luminaires shall be listed and labeled for wet locations in accordance with OSHA-listed nationally recognized testing laboratories as specified in 6.1.1 below..
- 4.4 Optical compartment for LED luminaires shall be sealed and rated a minimum of IP65 per NEMA IEC 60529.
- 4.5 LED light sources Correlated Color Temperature (CCT) shall be 4000.
- 4.6 LED Power Supply Unit (Driver) current to each individual LED shall not exceed 600 mA, or within an operating range of 10 percent.
- 4.7 Excepting internally-illuminated advertising panels, the light source shall be fully shielded with opaque materials and directed downwards. Fully shielded shall mean no light is emitted above the horizontal plane located at lowest point of the fixture's shielding. Shielding must be permanently attached.

4.8 Except as provided below, luminaires shall be controlled by a photocell or real time clock to prevent operation of illumination from dawn to dusk.

- 5 Power Source: Directly-illuminated shelters may be provided with hard-wired infrastructure or solar power.

5.1 Shelters should be planned and designed for hard-wired power infrastructure so that it may be accommodated in the future once infrastructure is in place.

5.2 Where hard-wired infrastructure is challenging to install, or not available, solar-power infrastructure shall be used.

5.2.1 When planning and designing a transit stop that will utilize solar power, its proximity to structures and trees must be considered and located away from shadows that might block the solar panel's access to sunlight.

- 6 Solar-Powered Lighting Systems: Systems shall provide illumination using solar photovoltaics and batteries integrated with a programmable controller.

6.1 General Requirements:

6.1.1 Solar-powered lighting systems shall only be installed at "Solar Ready" sites as defined by JTA's Solar Readiness Checklist.

6.1.2 Solar-powered lighting systems shall meet National Electric Code (NEC) standards for stand-alone photovoltaic systems.

6.1.3 Solar-powered lighting systems must be listed and labeled in accordance with OSHA-listed nationally recognized testing laboratories, e.g. CSA (Canadian Standards Association), ETL (Edison Testing Laboratory) and UL (Underwriters Laboratories).

6.1.4 Calculations demonstrating that the PV array and battery components are appropriately sized shall be provided. Calculations shall not assume optimal tilt and orientation of the PV array. Calculations shall assume the lowest monthly insolation value for Jacksonville, Florida. Array charging efficiency and functional battery capacity shall be stipulated in the calculations.

- 6.1.5 Photometric plots or .ies files shall be provided for approval for each shelter/stop with schedules showing horizontal and vertical illuminance, as applicable; average, maximum, and minimum foot-candle levels and maximum to minimum ratio for horizontal illuminance. Luminaire(s) associated with internally-illuminated advertising panels or rider-activated bus-signalling illumination shall not be included in photometric plots for calculating illuminance.
- 6.1.6 Engineering drawings signed and sealed by a licensed State of Florida Professional Engineer shall be provided with structural and wind load calculations for the proposed system in accordance with FDOT Modifications to LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals (Structures Manual Volume 3).

6.2 Compatibility with Transit Stop Sign Posts and Shelters

6.2.1 Sign Posts

- 6.2.1.1 Solar systems shall be installed at Class 1 or 2 transit stops sign posts, where feasible.
- 6.2.1.2 System shall be compatible with JTA's transit stop pole standards and contractor shall be responsible for certifying that the pole shall meets these standards.
- 6.2.1.3 Exposed metalwork shall be powder coated with option to match requested colors for both sign posts and shelters.
- 6.2.1.4 System shall be consistent with breakaway requirements as defined by the American Association of State Highway and Transportation Officials LRFD Specification and Structural Supports for Highway Signs, Luminaires and Traffic Signals, and the AASHTO Roadside Design Guide.

6.2.2 Shelters

- 6.2.2.1 Solar systems shall be installed at Class 3 – 6 transit stops where feasible and where hard-wired infrastructure is unavailable or impractical.
- 6.2.2.2 Shelters are a variety of sizes with varying functionality. Systems shall provide required illumination for shelters ranging from 9 to 16 feet in length.

6.2.2.3 System shall be capable of providing illumination for both the shelter and internally-illuminated advertising panels, as specified.

6.2.2.4 System components shall easily mount to new or existing bus shelters.

6.3 Photovoltaic Modules

6.3.1 PV modules must be IEC 61215 or IEC 61646 compliant and manufactured in an ISO 9001 certified facility.

6.3.2 PV modules must be of the same manufacturer and model number.

6.4 Batteries

6.4.1 Batteries shall carry a safe and effective operating temperature range of at least -40°F / -40°C to 176°F / +80°C. Shielding may be used to accomplish this rating.

6.4.2 Battery autonomy shall be a minimum of 3 days for systems mounted to sign posts and 5 days for systems mounted to shelters.

6.5 Solar-powered Lighting System Controller

6.5.1 Controller shall carry a safe and effective operating temperature range of at least -40°F / -40°C to 176°F / +80°C.

6.5.2 Controller shall at minimum digitally regulate battery charging and operate shelter lighting from dusk until dawn.

6.5.3 Controller shall operate lighting via photocell or a real time clock that automatically adjusts for daylight savings time. The real time clock shall be factory-programmed for conditions in Jacksonville, Florida.

6.5.4 The controller must have the capacity to log trend and diagnostics data, including but not limited to illumination on and off times, runtimes, battery voltage, photovoltaic production and system alarms, exportable by JTA via USB, or equivalent, in a format compatible with Microsoft Excel. Alternative trend and diagnostic data capabilities will be considered and reviewed by JTA on a case-by-case basis.

6.6 Installation, Operations and Maintenance

- 6.6.1 Systems and components shall be designed for easy install without hoist or crane by a crew of one to two people.
- 6.6.2 Components shall be designed to withstand abuse, resist corrosion, and utilize vandal-resistant hardware.
- 6.6.3 Components (PV panel, batteries, controller, LED lamps/panels, wiring) must be field-replaceable, and replacement part numbers must be provided.
- 6.6.4 Components must be of modular design, allowing for independent replacement of photovoltaic panels, batteries, LED lamps/panels, and controller.
- 6.6.5 System and its components shall be easily dismantled for service.
- 6.6.6 System operation, including illumination, PV modules, batteries and controller shall be readily and definitively testable during the day without use of any specialty tools.
- 6.6.7 JTA shall be provided and trained in the use of any software necessary to program the controller and export and analyze trend and diagnostics data, as applicable. Software shall be capable of exporting data to Microsoft Excel.
- 6.6.8 System performance shall have the option to be remotely monitorable with the capability to notify JTA of failures as feasible. Alternative system performance monitoring will be considered and reviewed by JTA on a case-by-case basis.

6.7 Warranty

- 6.7.1 A complete system, including finishes, LED components, controllers, PV panels, wiring, hardware, and metalwork shall have a minimum of a 5-year warranty.
- 6.7.2 System components shall have the following warranties:
 - 6.7.2.1 LED luminaires shall have a minimum warranty of 10 years.
 - 6.7.2.2 Photovoltaic panels shall have a minimum warranty of 25 years.
 - 6.7.2.3 Batteries shall carry a minimum of a 5-year prorated warranty.
 - 6.7.2.4 Replacement components under warranty shall be delivered within 4 weeks of reported claim and agreed-upon remedy

4.2 Reference System Compliance

The Reference products for solar-powered illumination of transit stops and shelters are shown in Table 4. They are not wholly compliant with JTA's standards.

TABLE 4: REFERENCE SOLAR-POWERED ILLUMINATION PRODUCTS

Application	MAP Class	Vendor	Model
Transit Stops, No Shelter	1, 2	Urban Solar	PV-Stop, Bright Up
Transit Stops, Shelter w/o Illuminated Advertising	3a, 4a, 5	Urban Solar	RMS 50 RAD
Transit Stops, Shelter w/ Illuminated Advertising	3b, 4a, 5	Urban Solar	RMS 160 RAD

- The system is rated for 50°F / 122°F. The standard recommends both batteries and the system controller carry a safe and effective operating temperature range of at least -40°F / -40°C to 176°F / 80°C. The battery family specified by Urban Solar can meet this standard via optional shielding. However, the models currently in use do not appear to be shielded. It is not clear if the controller is rated for 176°F / 80°C.
- The standard requires the controller log trend and diagnostics data, including but not limited to illumination on and off times, runtimes, battery voltage, photovoltaic production and system alarms, exportable by JTA via USB, or equivalent. The Urban Solar controller logs trend and diagnostic data, but it is only accessible to Urban Solar. Accordingly, Urban Solar does not provide training to JTA or its assigns to export and analyze system data for operational efficiencies.
- The standard requires system performance be remotely monitorable with the capability to notify JTA of failures. Urban Solar provides this ability with larger solar systems, but it is not presently available for transit shelters.

5. COST ESTIMATES

JTA's MAP establishes safety considerations that make illumination a priority for all types of bus stops.

Further, JTA's sustainability commitments specify use of LED lighting at directly illuminated transit stops and encourages use of solar-power.

As JTA's standards for illumination of transit stops is developed, it is important to understand potential capital and operating cost implications.

The unit cost for the reference systems by MAP transit stop class is shown in Table 5. Estimated installation cost is about \$200 per system. Costs are based on average values provided by JTA.

TABLE 5: REFERENCE SOLAR TRANSIT STOP SYSTEM AVERAGE UNIT COST BY TRANSIT STOP CLASS

Type	Description	Service Hrs.	Passenger Volume	Rep. Model	Avg. Cost
1	Local	06:00 – 20:00	Lowest (<15)	PV-Stop, Bright Up	\$1,450
2	Bench	06:00 – 20:00	Low (>15)	PV-Stop, Bright Up	\$1,450
3a	Shelter, Non-Ad	06:00 – 22:30	Moderate (>40)	RMS 50 RAD	\$2,100
3b	Shelter, Ad	06:00 – 22:30	Moderate (>40)	RMS 160 RAD	\$4,450
4a	High Frequency	05:00 – 24:00	High (>80)	RMS 50 / 160 RAD	\$2,100 / \$4,450
4b	BRT	05:00 – 24:00	High	Not Applicable	-
5	Neighborhood Hub	05:00 – 24:00	High	RMS 50 / 160 RAD	\$2,100 / \$4,450
6	Park-n-Ride	05:00 – 24:00	High	Not Applicable	-

5.1 Capital Cost Estimate

This section provides capital cost estimates for illuminating JTA's transit stops with solar-powered systems. These preliminary estimates should be further validated with historical cost data and updated vendor quotes. Quantities should also be confirmed through field validation and/or geospatial analysis. For instance, shelters or stops shaded by buildings or trees are not good candidates for solar-powered illumination. These might be relocated or illuminated with grid-sourced power.

Currently, JTA directly illuminates about 15% of its transit stops. About a third of these use grid-sourced power; the remainder are solar-powered. Directly illuminating all JTA's transit stops using solar-powered systems could cost more than \$3.9 million based on the average unit costs for reference solar systems provided by JTA shown in Table 5.

Once JTA adopts standards for transit stop illumination, a capital plan should be developed that establishes a scope and schedule for installing lighting systems at transit stops.

Table 6 preliminarily estimates capital costs (including materials and installation) of transit stop illumination by type that may guide future scoping and phasing efforts.

TABLE 6: PRELIMINARY ESTIMATED CAPITAL COSTS OF TRANSIT STOP ILLUMINATION BY TYPE

	Illuminated Advertising	Quantity	Avg. Unit Cost	Project Cost
Unsheltered, No Illumination	No	518	\$1,450	\$751,100
Unsheltered, Indirect Illumination	No	1777	\$1,450	\$2,576,650
Shelter, No Illumination	Yes	4	\$4,450	\$17,800
Shelter, No Illumination	No	5	\$2,100	\$10,500
Shelter, Indirect Illumination	Yes	0	\$4,450	\$0
Shelter, Indirect Illumination	No	88	\$2,100	\$184,800
Shelter, Obsolete Solar System	Yes	60	\$4,450	\$267,000
Shelter, Obsolete Solar System	No	51	\$2,100	\$107,100
<i>Total</i>		<i>2,503</i>		<i>\$3,914,950</i>

- **Obsolete Solar Systems:** Current solar-powered shelters with obsolete systems may also be prioritized for investment, since replacement parts are unavailable. There are approximately 111 of these (60 with illuminated advertising), with an estimated cost to replace with the reference system of about \$374,100 (\$267,000 for those with illuminated advertising). “Brown” Brasco shelters will also have to be replaced, since they don’t meet current wind codes. These are being replaced via JTA’s existing upgrade program over the next three to five years.
- **No Shelter, No Illumination:** There are about 518 unsheltered transit stops without illumination. These may be good candidates for solar-powered systems that mount to existing bus stop sign posts. Based on the reference system, illuminating these stops may cost about \$751,100.
- **Shelter, No Illumination:** Shelters without illumination may require solar-powered illumination to be consistent with JTA’s safety and sustainability commitments. There are few of these (9); those that remains are being upgraded as part of JTA’s existing replacement program within the next three to five years.
- **Shelter, Indirect Illumination:** There are about 88 sheltered stops that have indirect or ambient illumination from streetlights, adjacent building lighting, etc. Adding direct illumination would cost about \$184,800 (based on the reference systems).
- **No Shelter, Indirect Illumination:** There are about 1,777 unsheltered stops indirectly illuminated. JTA does not currently have a standard for determining adequacy of indirect lighting of unsheltered stops. Developing a standard would allow JTA to assess what fraction of these stops require supplementary illumination. If JTA determines that direct illumination is required for all transit stops, capital costs could exceed \$2,576,650 (based on the reference systems. Investment should be prioritized by ridership, route and location characteristics, including shading by adjacent trees and/or buildings.

5.2 Operations & Maintenance

Operations and maintenance costs for JTA's reference system should be assessed as part of a life-cycle cost assessment of JTA's transit stop illumination options.

As documented in Section 2.2.1.5, the reference system presents significant challenges to operate and maintain. Without changes to the reference system, these challenges will increase with further capital investment in solar-powered systems. Further, in addition to costs for equipment and materials, JTA should consider the human resources – both internal and external – required to effectively manage these systems.

Assessment of the operations and maintenance costs implied by a future capital plan for transit stop illumination may justify development of standards and investments in associated technology that reduce long-term operations and maintenance costs.

Examples include:

- Incorporating transit stop asset data into the Transit Asset Management Program (TAMP).
- Developing a Computerized Maintenance Management System (CMMS) for transit stop operations and maintenance that would facilitate predictive maintenance.
- Developing standards for indirect illumination of transit stops.
- Evaluating the location of stops and shelters relative to buildings and trees that could shade systems and reduce their effectiveness;
- Evaluating the effect of heat on the performance and life of systems;
- Evaluating minimum system illumination standards, controls (including photocells and occupancy sensors) and sequences of operations for their impact on system performance and life;
- Evaluating the cost and benefit of internally-illuminated advertising panels in solar-powered shelters;
- Requiring JTA access to system controllers and trend data / diagnostic logs;
- Requiring communications technology that allows remote monitoring and programming of systems;
- Increasing warranty requirements

6. *APPENDIX*

The appendix contains the Solar Readiness Checklist and comments on the Transit Stop Illumination Standard provided by vendors.

Solar Readiness Checklist

JTA's Mobility Access Program requires grid-based electrical infrastructure at BRT and Park-n-Ride stations. All other station types are potentially candidates for solar-powered lighting systems, with criteria such as passenger volume playing a key role in determining whether JTA will invest in such a system. Once stop has been identified as a candidate for a solar-powered lighting system, this checklist (Figure 1) should be used to determine suitability. Issues considered by the checklist are described below.

1. ARE ADJACENT STRUCTURES ON SITE OR ON ADJACENT SITES?

The solar array needs to be located so that structures do not cast shadows on the PV array. Consider if structures (buildings, utility poles, overhead wires) are on-site or on adjacent sites that could shade the PV array.

2. ARE LANDSCAPING ELEMENTS ON SITE OR ON ADJACENT SITES?

The solar array needs to be located so that mature trees or shrubs do not cast shadows on the PV array. Consider if landscaping elements are on-site or on adjacent sites that could shade the PV array.

3. DO STRUCTURES / VEGETATION SHADE PV PANELS BY 10% OR MORE?

Shading 10% of a PV panel will reduce output by much more than 10% and may significantly curtail power production.

Determine if shading of 10% or greater will occur. If so, the site is not solar ready. Further evaluation is required to justify installation of a solar system.

4. COULD OBSTRUCTIONS SHADE PV PANELS BY 10% OR MORE IN THE FUTURE?

A solar system is a 30 – 40-year investment. Consider potential alterations on properties to the south of the proposed solar array allowed under the applicable zoning district, as well as the growth of trees.

Achieving and maintaining solar access may require agreements with neighboring property owners regarding heights of future buildings and landscaping. Access to sunlight is not a protected property right; forethought and proactive steps are needed to ensure long-term viability of a solar resource. Investigate applying a solar access easement with adjacent property owners.

5. DOES THE SHELTER HAVE A FLAT OR PROPERLY SLOPED ROOF?

Confirm that the shelter has a suitable, contiguous flat or properly sloped roof plane

On pitched roofs, always plan for a system that will be flush-mounted.

On a flat roof, a system may be flush mounted or mounted at an angle for greater power production. While a 35-37° angle is ideal, angles between 25-45° will absorb at least 95% of available solar energy.

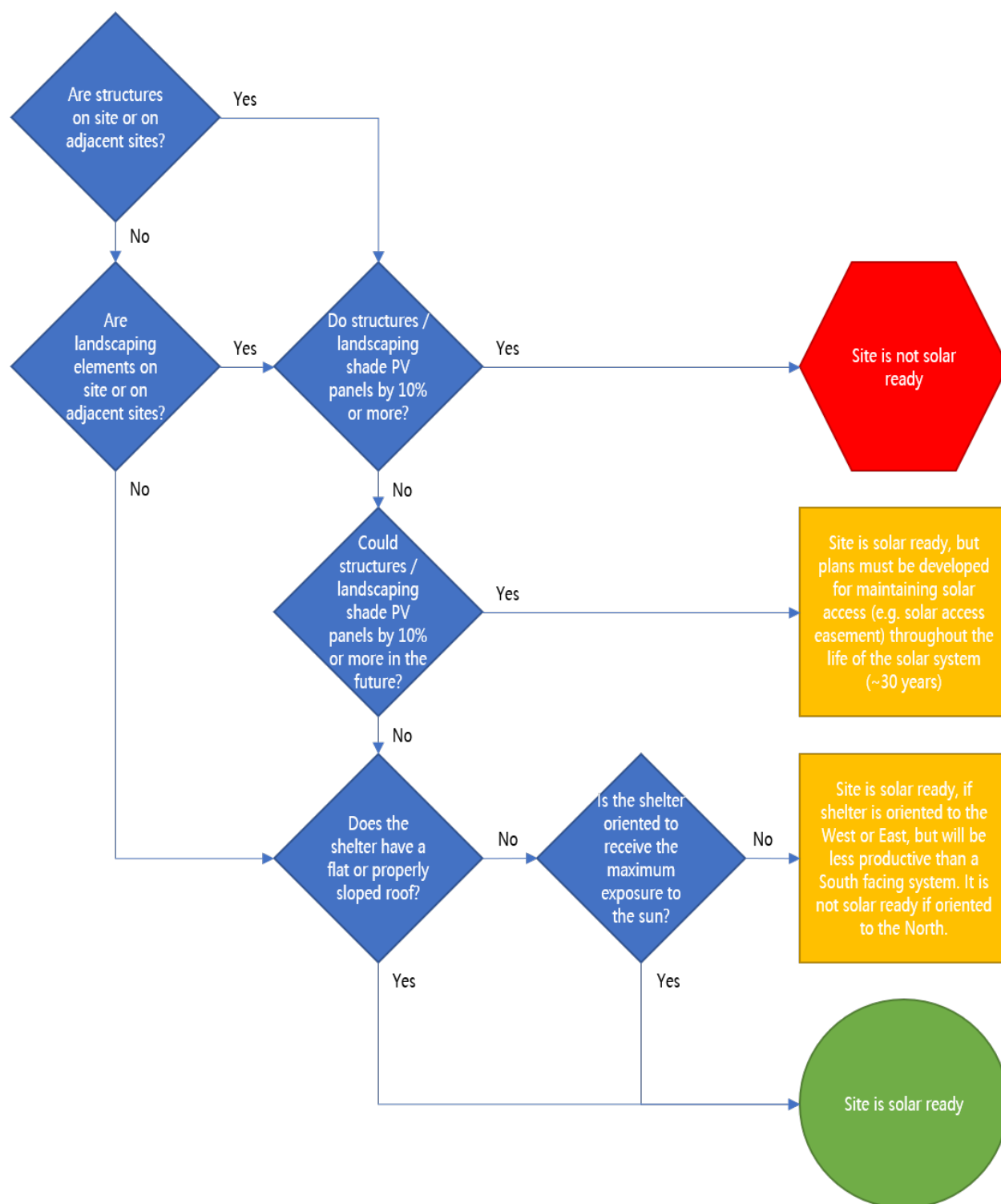
6. ORIENTATION

Orient the building so that the solar array can be installed to receive the maximum exposure to the sun.

If the shelter roof is pitched, South or Southwest orientation of photovoltaic modules is preferred. West or east facing roofs may also be acceptable, but further analysis should be conducted to determine the affect on power production. PV Watts (<https://pwwatts.nrel.gov/pwwatts.php>) is a resource for modeling the effect of angle (tilt) and orientation (azimuth) on power production relative to ideal conditions

North orientations should be avoided.

Figure 1: Solar Readiness Checklist



Vendor Comments on Transit Stop Illumination Standards

#	Organization	Commenter	Reference	Comment	Action	Notes
1	Future Systems, Inc.	Stuart Crust	-	I apologize that we have not been able to get you some feedback in a timely manner.	None	No substantive comments were received.
2	Spencer Fabrications, Inc.	Jay Persaud	-	Besides the testing agency requirement, I believe the remaining requirements are simple: Foot candle requirements: Autonomy- Dusk til Dawn requirement & number of days; Ease of installation, testing and maintenance; Customer support; Manufacturer's warranty	None	The comment does not request a specific action.
3			-	Ease of installation I believe is critical. Some of these systems are mounted on a roof structure. The heavier they get the harder and more dangerous it is to install. I would ask the installer for a maximum weight that should be handled onto the roof of the shelter without causing possible injury or require additional equipment to lift.	Revise	Revised 6.6. to "Installation, Operations and Maintenance." New 6.6.1: Systems and components shall be designed for easy install without hoist or crane by a crew of one to two people.
4	Urban Solar Corporation	Rowan Plaxton	1.1.2.2	Should you clarify that with solar the lighting must be LED, or is that a "given"?	Revise	Revised: "Directly lighting will be directly LED and powered via either hard-wired infrastructure or solar-powered systems."
5	Spencer Fabrications, Inc.	Jay Persaud	4.1	I would remove all other language related such as DLC or Energy star. They are irrelevant and basically narrows the selection to a specific company/product.	None	These standards are part of JTA's exterior lighting standards. They are required for JTA lighting rebates. There is some quality assurance associated with these standards as well.

Vendor Comments on Transit Stop Illumination Standards

6 Spencer Fabrications, Jay Persaud Inc.	4.6	Putting too many parameters including the use of a specific LED, as shown limits the use of other LED products. The critical requirement is not to overdrive the LED which will shorten it's overall life. This language comes directly from one of our LED supplier's website. "When calculating the appropriate power supply wattage for your project, it's important to allow a 20% 'cushion' to your wattage calculation. Adding this 20% cushion will prevent the power supply from being over-worked. Overworking the power supply can cause the LEDs to flicker or cause premature failure of the power supply."	None	Section 4.6 does not specify wattage.
7 Spencer Fabrications, Jay Persaud Inc.	4.3, 6.1.1, 6.3.1	Relative to listings, the varying listings shown leads to product specific requirements. I would simply indicate that the components and or system should listed and labeled to meet a nationally recognized testing lab.	Revise	Remove UL reference from 4.3 and 6.3.1 and refer to 6.1.1. 6.1.1 meets the intent of this comment.

Vendor Comments on Transit Stop Illumination Standards

<p>8 Urban Solar Corporation</p>	<p>Rowan Plaxton</p> <p>6.1.1</p> <p>Without defining what constitutes a component this is a statement that could be interpreted several different ways. For example, are screws, fuse, breaker, wire harness, lens cover, bracket all components? Where do you draw the line? This is why are seeing agencies all across the nation adopt a system listing with a NRTL recognized by OSHA. We therefore recommend instead the following statement "Both types of PV LED lighting systems shall meet National Electric Code (NEC) standards for stand-alone photovoltaic systems. To ensure a minimum safety standard each complete PV LED lighting system shall carry a Nationally Recognized Testing Laboratory (NRTL – https://www.osha.gov/dts/otprca/nrtl/nrtlist.html) certification such as Underwriters Laboratory (UL) or equivalent. NRTL's for (multiple) individual sub-components shall not be considered."</p> <p>Revise</p> <p>Insert new 6.1.1.: "Solar-powered lighting systems shall meet National Electric Code (NEC) standards for stand-alone photovoltaic systems." Revise old 6.1.1 now 6.1.2: "Solar-powered lighting systems must be labeled in accordance with OSHA-listed nationally recognized testing laboratories...."</p>
<p>9 Spencer Fabrications, Jay Persaud Inc.</p>	<p>6.4</p> <p>Batteries are ever evolving, we are looking into NiMH and Lion batteries to improve upon overall life and reduce cost for our customers. References to a type of battery should be removed and instead it should be a matter of providing sufficient energy to meet the criteria specified.</p> <p>Revise</p> <p>Delete section 6.4.1 specifying battery type.</p>

Vendor Comments on Transit Stop Illumination Standards

10 Urban Solar Corporation	Rowan Plaxton	6.4.1	<p>We would instead state the following "All batteries shall be sealed, absorbed glass mat technology with a minimum cycle life of 1200 at 77F to 85% depth of discharge or 15% each night." We would prefer to simply see the battery technology stated (AGM) with the caveat that other battery technologies will be considered if approved by JTA. As battery technologies are changing/improving this will allow JTA to incorporate the latest technology. Further, we do not see the advantage of stating cycle life and depth of discharge or DOD (which would be very difficult to prove). You have a performance and warranty specification - at what DOD the batteries are pushed to should not matter if the performance and warranty period is met/exceeded. However, the cycles and DOD is stated, it should be more in line with the warranty (1200 cycles min or 1200 days) and discharged to only 85% or 15%/night at 77F - as temperature has a negative impact on battery life (cycles)'.</p>	Revise	Delete section 6.4.1 specifying battery type.
11 Spencer Fabrications, Inc.	Jay Persaud	6.5.3	<p>I would suggest the use of the clock be removed as a means for triggering the dusk till dawn requirement. Relative to products sold generally in the market place for both consumer and commercial use the vast majority utilize photo sensors because they are accurate in providing light based on actual light conditions. They are easily tested and verified. Simply cover the photo sensor and the light should come on within a specified period of time. How does one verify the accuracy of the clock from a functional standpoint?</p>	None	Clock or photocell is acceptable.

Vendor Comments on Transit Stop Illumination Standards

12 Spencer Fabrications, Jay Persaud Inc.	6.6.7	I don't think anyone has this capability. It would require a data plan or some sort of network capability and would also require that all the existing units be retrofitted with such a device. I actually did look into this a number of years back but it just didn't seem to get any traction based on the overall cost.	Revise Revised as specified in item 13.
13 Urban Solar Corporation	6.6.7	This technology does exist, but is not available in every solar lighting system JTA incorporates; in part due to cost (capital expense and subscription fees) but primarily due to power consumption requirements which would require a larger PV array than most stand-alone solar lighting systems can offer. Instead we would suggest a statement similar to the following: "System performance shall have the option to be remotely monitorable with the capability to notify JTA of failures where technology and power requirements allow for it. Alternative system performance monitoring will be considered and reviewed by JTA on a case-by-case basis. ' This language also aligns well with the specification as written in 6.5.4.	Revise Revised: "System performance shall have the option to be remotely monitorable with the capability to notify JTA of failures."

EXHIBIT C – JTA EXTERIOR LIGHTING DESIGN GUIDE

(On following pages)

An abstract graphic featuring a vertical split between a blue left half and a yellow right half. Overlaid on this are three concentric circles. The left half of each circle is blue, and the right half is yellow, creating a gradient effect. The center of the circles is a solid white circle.

EXTERIOR

LIGHTING DESIGN GUIDE

JACKSONVILLE TRANSPORTATION AUTHORITY



Exterior Lighting Design Criteria

DESIGN CRITERIA EXTERIOR LIGHTING

1. Reference Standards: Basic requirements for design are set forth in NFPA-101 Life Safety Code, NFPA-70 National Electrical Code, National Electrical Safety Code, and OSHA Regulations.
2. Related Sections: JTA Electrical Specifications - Exterior Lighting and Design Standards
3. Lighting design shall be consistent with the City of Jacksonville's Commercial Lighting Principles and Guidelines, unless otherwise specified by JTA's Design Criteria for Exterior Lighting.
4. Luminaire Light Source: Light Emitting Diodes (LEDs) are the preferred light source. Do not use High Intensity Discharge (HID) lamps. E.g. Metal Halides (MH), High Pressure Sodium (HPS), Low Pressure Sodium (LPS).

The designer/engineer may submit alternate light sources other than LED, provided a cost study addressing initial and twenty year life-cycle costs indicates the selected lamps and ballasts to be substantially more cost-effective. Alternative light sources shall be of equal or greater quality, including delivered lumens, color rendering, and aesthetics. These light sources will be considered and reviewed by JTA on a case-by-case basis.
5. Weatherproof Luminaires: LED luminaires shall be rated for operation within an ambient temperature range of minus 22 degrees F to 104 degrees F. Luminaires shall be UL listed for wet locations per UL 1598. Optical compartment for LED luminaires shall be sealed and rated a minimum of IP65 per NEMA IEC 60529.
6. Safety Certification: The luminaire family shall be certified by applicable testing bodies as determined by the US Occupational Safety Health Administration (OSHA) as Nationally Recognized Testing Laboratories (NRTL) and include: CSA (Canadian Standards Association), ETL (Edison Testing Laboratory), and UL (Underwriters Laboratories).
7. Buy America: the Luminaire family shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, where applicable, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA, or the product is subject to a general waiver, unless otherwise approved by JTA.
8. Luminaire Qualification: LED Luminaire must be qualified by the Design Lights Consortium (DLC) or ENERGY STAR. The list of DLC qualified products are found in the following website: www.designlights.org/QPL. Alternative luminaires will be considered and reviewed by JTA on a case-by-case basis.
9. JEA Rebate Eligibility: LED Luminaire shall be eligible for rebate under the JEA InvestSmart Business Energy Upgrades program or its successors.
10. LED Light Sources Correlated Color Temperature (CCT): Light sources shall be in accordance with JTA's CCT standards as shown in Table 1
11. LED Power Supply Unit (Driver): Driver current to each individual LED shall not exceed 600 mA, or within an operating range of 10 percent.
12. Photometric Analysis: Photometric analysis using point-to-point method of analysis, on a 10'x10' grid, for all exterior lighting is required unless approved by the JTA Project Manager. The submittal shall include horizontal and vertical illuminance measurements, including minimum and maximum footcandle levels, average footcandle levels, and maximum to minimum ratio for horizontal illuminance.
13. Illumination Intensities: Illumination intensities shall comply with foot-candle (FC) levels stipulated by minimum and average JTA

illumination standards. Design to the FC (average) levels shown in Table 1, within +15 percent / -0 percent.

14. Luminaire Daylight Operations: Luminaires shall be controlled in a manner to prevent operation during daylight hours. Acceptable controls:
 - 14.1. Photocells: Remotely or integrated to dedicated luminaire
 - 14.2. Digital Time Clock (DTC): Networking entire site through relay panel with DTC panel and on-board computer processor unit (CPU)
15. Bi-Level Dimming is encouraged for energy savings. However, when the site is occupied the proper illuminance values will be required. Safety for each site is a priority.

Table 1. JTA Exterior Lighting Standards by Luminaire Location*

Luminaire Location	Average FC level	Minimum FC level	Pole Height (ft)**	Lumen output per luminaire (L)	Minimum Efficacy (L/Watt)	CCT (° K)
Bus operations areas, including driveways, parking, and exterior maintenance areas and entry / exits to operations / maintenance facilities.	1.5 - 3.0	1.0	35 - 45	16,000 - 20,000	65	4,000 - 6,000
Open Parking lots, including Park and Ride facilities, and uncovered levels of parking garages	1.0 - 2.0	0.5	27 - 35	15,000 - 20,000	65	3,500 - 5,000
Covered Parking, including parking garages***	10	5	N/A	5,000 - 10,000	70	3,000 - 5,000
Paved pedestrian walkways	1.0 - 2.0	0.5	9 - 15	5,000 - 18,000	35 - 65	3,000 - 4,000
All other non-covered paved areas	1.0	0.5	9 - 27	5,000 - 18,000	35 - 65	3,000 - 5,000
Bus Stops	****	****	N/A	****	****	****
Exterior building perimeter and security areas	N/A	0.3	N/A	6,500 - 8,000	60	3,000 - 4,000
Landscape and non-treated walkways	N/A	0.2	9 - 27	5,000 - 18,000	65	3,000 - 4,000

*Light standards for luminaire locations other than those described in this table shall be determined by the JTA Project Manager on a case-by-case basis.

**Pole heights for high mast poles and luminaires located in bus operations areas shall be determined on a case-by-case basis and approved by the JTA Project Manager.

***Average FC levels of 50 are required at exits / entrances to parking garages.

****Refer to the JTA Mobility Access Plan for lighting standards for Bus Stops.

Exterior Lighting General Specification

GENERAL SPECIFICATION
EXTERIOR LIGHTING

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

ALLIANCE FOR TELECOMMUNICATIONS INDUSTRY SOLUTIONS (ATIS)

ATIS ANSI O5.1 (2008) Wood Poles -- Specifications & Dimensions

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
(AASHTO)

AASHTO LTS (2013; Errata 2013) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING
ENGINEERS (ASHRAE)

ASHRAE 189.1 (2014) Standard for the Design of High-Performance Green Buildings Except Low-Rise Residential Buildings

ASHRAE 90.1 - IP (2013) Energy Standard for Buildings Except Low-Rise Residential Buildings

ASHRAE 90.1 - SI (2013) Energy Standard for Buildings Except Low-Rise Residential Buildings

AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)

AWPA U1 (2016) Use Category System: User Specification for Treated Wood

ASTM INTERNATIONAL (ASTM)

ASTM A123/A123M (2013) Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

ASTM A153/A153M (2016) Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

ASTM B108/B108M (2015) Standard Specification for Aluminum-Alloy Permanent Mold Castings

ASTM B117 (2016) Standard Practice for Operating Salt Spray (Fog) Apparatus

ASTM C1089 (2013) Standard Specification for Spun Cast Prestressed Concrete Poles

ILLUMINATING ENGINEERING SOCIETY (IES)

IES HB-10 (2011; Errata 2015) IES Lighting Handbook

IES LM-79 (2008) Electrical and Photometric Measurements of Solid-State Lighting Products

IES LM-80 (2015) Measuring Lumen Maintenance of LED Light Sources

IES RP-16 (2010; Addendum A 2008; Addenda B 2009; Addendum C 2016) Nomenclature and Definitions for Illuminating Engineering

IES RP-8 (2014) Roadway Lighting

IES TM-15 (2011) Luminaire Classification System for Outdoor Luminaires

IES TM-21 (2011; Addendum B 2015) Projecting Long Term Lumen Maintenance of LED Light Sources

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE 100 (2000; Archived) The Authoritative Dictionary of IEEE Standards Terms

IEEE C2 (2017) National Electrical Safety Code

IEEE C62.41 (1991; R 1995) Recommended Practice on Surge Voltages in Low-Voltage AC Power Circuits

IEEE C62.41.1 (2002; R 2008) Guide on the Surges Environment in Low-Voltage (1000 V and Less) AC Power Circuits

IEEE C62.41.2 (2002) Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and Less) AC Power Circuits

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

ANSI C136.13 (2004; R 2009) American National Standard for Roadway Lighting Equipment, Metal Brackets for Wood Poles

ANSI C136.21 (2014) American National Standard for Roadway and Area Lighting Equipment - Vertical Tenons Used with Post-Top-Mounted

Luminaires

ANSI C136.3	(2014) American National Standard for Roadway and Area Lighting Equipment Luminaire Attachments
NEMA ANSLG C78.377	(2015) American National Standard for Electric Lamps— Specifications for the Chromaticity of Solid State Lighting Products
NEMA C136.10	(2010) American National Standard for Roadway and Area Lighting Equipment-Locking-Type Photocontrol Devices and Mating Receptacles--Physical and Electrical Interchangeability and Testing
NEMA C136.20	(2012) American National Standard for Roadway and Area Lighting Equipment - Fiber Reinforced Composite (FRC) Lighting Poles
NEMA C136.31	(2010) American National for Roadway and Area Lighting Equipment - Luminaire Vibration
NEMA C82.77	(2002) Harmonic Emission Limits - Related Power Quality Requirements for Lighting Equipment
NEMA ICS 2	(2000; R 2005; Errata 2008) Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated 600 V
NEMA ICS 6	(1993; R 2011) Industrial Control and Systems: Enclosures
NEMA IEC 60529	(2004) Degrees of Protection Provided by Enclosures (IP Code)
NEMA WD 7	(2011; R 2016) Occupancy Motion Sensors Standard

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(2017) National Electrical Code
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U.S. DEPARTMENT OF AGRICULTURE (USDA)

RUS Bull 1728F-700	(2011) Specification for Wood Poles, Stubs, and Anchor Logs
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U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

47 CFR 15	Radio Frequency Devices
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47 CFR 18 (2011) Industrial, Scientific, and Medical Equipment

UNDERWRITERS LABORATORIES (UL)

UL 1310 (2011; Reprint Dec 2014) UL Standard for Safety Class 2 Power Units

UL 1598 (2008; Reprint Oct 2012) Luminaires

UL 773 (1995; Reprint Jul 2015) Standard for Plug-In, Locking Type Photocontrols for Use with Area Lighting

UL 773A (2016) Standard for Nonindustrial Photoelectric Switches for Lighting Control

UL 8750 (2015; Reprint Nov 2016) UL Standard for Safety Light Emitting Diode (LED) Equipment for Use in Lighting Products

UL 916 (2007; Reprint Aug 2014) Standard for Energy Management Equipment

1.2 DEFINITIONS

- a. Unless otherwise specified or indicated, electrical and electronics terms used in these specifications, and on the drawings shall be as defined in IEEE 100 and IES RP-16.
- b. For LED luminaire light sources, "Useful Life" is the operating hours before reaching 70 percent of the initial rated lumen output (L70) with no catastrophic failures under normal operating conditions. This is also known as 70 percent "Rated Lumen Maintenance Life" as defined in IES LM-80.]
- c. The "Groundline Section" of wood poles is that portion of the pole between one foot above, and 2 feet below the groundline.]

1.3 SUBMITTALS

SD-01 Preconstruction Submittals

Photometric Plan;

LED Luminaire Warranty;

SD-02 Shop Drawings

Luminaire drawings;

Poles;

SD-03 Product Data

LED Luminaires;

Luminaire Light Sources;
 Power Supply Units (Drivers);
 Lighting contactor;
 Time switch;
 Lighting Control Relay Panel;
 Motion Sensor;
 Bi-level HID Controller;
 Photocell;
 Concrete poles;
 Aluminum poles;
 Steel poles;
 Brackets
 Obstruction Marker Luminaires;

SD-04 Samples

LED Luminaires;

Submit one sample of each luminaire type, complete with light source and ballast, generator or power supply unit. Submit one sample for each item other than luminaires. Sample will be returned to the Contractor for installation in the project work.

SD-05 Design Data

Design Data for luminaires;

SD-06 Test Reports

LED Luminaire - IES LM-79 Test Report;

LED Light Source - IES LM-80 Test Report;

Pressure treated wood pole quality

Operating test

Submit operating test results as stated in paragraph entitled "Field Quality Control."

SD-07 Certificates

Luminaire Useful Life Certificate;

Submit certification from the manufacturer indicating the expected useful life of the luminaires provided. The useful life shall be directly correlated from the IES LM-80 test data using procedures outlined in IES TM-21. Thermal properties of the specific luminaire and local ambient operating temperature and conditions shall be taken into consideration.

JEA Investsmart Business Energy Upgrades Eligibility

Submit documentation that certifies LED luminaire or LED light source is qualified by the Design Lights Consortium (DLC) or ENERGY STAR for the purposes of achieving eligibility under the JEA InvestSmart Business Energy Upgrades program.

SD-08 Manufacturer's Instructions

Concrete poles

Submit instructions prior to installation.

Fiberglass poles

Submit instructions prior to installation.

SD-10 Operation and Maintenance Data

Electronic Ballast Warranty

Operational Service

Submit documentation that includes contact information, summary of procedures, and the limitations and conditions applicable to the project. Indicate manufacturer's commitment to reclaim materials for recycling and/or reuse.

1.4 QUALITY ASSURANCE

1.4.1 Drawing Requirements

1.4.1.1 Luminaire Drawings

Include dimensions, effective projected area (EPA), accessories, and installation and construction details. Photometric data, including zonal lumen data, average and minimum ratio, aiming diagram, and computerized candlepower distribution data shall accompany shop drawings.

1.4.1.2 Poles

Include dimensions, wind load determined in accordance with AASHTO LTS, pole deflection, pole class, and other applicable information. For concrete poles, include: section and details to indicate quantities and position of prestressing steel, spiral steel, inserts, and through holes; initial prestressing steel tension; and concrete strengths at release and at 28 days.

1.4.2 Photometric Plan

For LED luminaires, include computer-generated photometric analysis of the "designed to" values for the "end of useful life" of the luminaire installation using a light loss factor of 0.7. For LED, the submittal shall include the following:

Horizontal illuminance measurements at finished grade, taken at a maximum of every 10 feet.

Vertical illuminance measurements at 5 feet above finished grade.

Minimum and maximum footcandle levels.

Average maintained footcandle level.

Maximum to minimum ratio for horizontal illuminance only.

1.4.3 Design Data for Luminaires

- a. Provide distribution data according to IES classification type as defined in IES HB-10.
- b. Shielding as defined by IES RP-8 or B.U.G. rating for the installed position as defined by IES TM-15.
- c. Provide safety certification and file number for the luminaire family. Include listing, labeling and identification per NFPA 70 (NEC). Applicable testing bodies are determined by the US Occupational Safety Health Administration (OSHA) as Nationally Recognized Testing Laboratories (NRTL) and include: CSA (Canadian Standards Association), ETL (Edison Testing Laboratory), and UL (Underwriters Laboratories).
- d. Provide long term lumen maintenance projections for each LED luminaire in accordance with IES TM-21. Data used for projections shall be obtained from testing in accordance with IES LM-80.
- e. Provide wind loading calculations for luminaires mounted on poles. Weight and effective projected area (EPA) of luminaires and mounting brackets shall not exceed maximum rating of pole as installed in particular wind zone area.

1.4.4 LED Luminaire - IES LM-79 Test Report

Submit test report on manufacturer's standard production model luminaire. Submittal shall include all photometric and electrical measurements, as well as all other pertinent data outlined under "14.0 Test Report" in IES LM-79.

1.4.5 LED Light Source - IES LM-80 Test Report

Submit report on manufacturer's standard production LED package, array, or module. Submittal shall include:

- a. Testing agency, report number, date, type of equipment, and LED light source being tested.
- b. All data required by IES LM-80.

1.4.6.1 Test Laboratories

Test laboratories for the IES LM-79 and IES LM-80 test reports shall be one of the following:

- a. National Voluntary Laboratory Accreditation Program (NVLAP) accredited for solid-state lighting testing as part of the Energy-Efficient Lighting Products laboratory accreditation program.
- b. One of the qualified labs listed on the Department of Energy - Energy Efficiency & Renewable Energy, Solid-State Lighting web site.
- c. A manufacturer's in-house lab that meets the following criteria:
 1. Manufacturer has been regularly engaged in the design and production of high intensity discharge roadway and area luminaires and the manufacturer's lab has been successfully certifying these fixtures for a minimum of 15 years.
 2. Annual equipment calibration including photometer calibration in accordance with National Institute of Standards and Technology.

1.4.7 Regulatory Requirements

In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, "shall" had been substituted for "should" wherever it appears. Interpret references in these publications to the "authority having jurisdiction," or words of similar meaning, to mean the Contracting Officer. Equipment, materials, installation, and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70 unless more stringent requirements are specified or indicated.

1.4.8 Standard Products

Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Products shall have been in satisfactory commercial or industrial use for 2 years prior to bid opening. The 2-year period shall include applications of equipment and materials under similar circumstances and of similar size. The product shall have been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period. Where two or more items of the same class of equipment are required, these items shall be products of a single manufacturer; however, the component parts of the item need not be the products of the same manufacturer unless stated in this section.

1.4.9.1 Alternative Qualifications

Products having less than a 2-year field service record will be acceptable if the manufacturer has been regularly engaged in the design and production of luminaires for a minimum of 15 years. Products shall have been in satisfactory commercial or industrial use for 15 years prior to bid opening. The product shall have been on sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 15-year period.

1.4.9.2 Material and Equipment Manufacturing Date

Products manufactured more than 1 year prior to date of delivery to site shall not be used, unless specified otherwise.

1.4.9.3 JEA InvestSmart Business Energy Upgrades Eligibility

Provide lighting technologies eligible for rebate under the JEA InvestSmart Business Energy Upgrades program. LED lights must be qualified by the Design Lights Consortium (DLC) or ENERGY STAR. The list of DLC qualified products are found in the following website.
www.designlights.org/QPL.

1.5 DELIVERY, STORAGE, AND HANDLING OF POLES

1.5.1 Concrete Poles

Do not store poles on ground. Support poles so they are at least **one foot** above ground level and growing vegetation.

1.5.2 Aluminum and Steel Poles

Do not store poles on ground. Support poles so they are at least **one foot** above ground level and growing vegetation. Do not remove factory-applied pole wrappings until just before installing pole.

1.6 WARRANTY

The equipment items shall be supported by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

1.6.1 LED Luminaire Warranty

Provide **Luminaire Useful Life Certificate**.

The equipment items shall be supported by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

a. Provide a written five year on-site replacement warranty for material, fixture finish, and workmanship. On-site replacement includes transportation, removal, and installation of new products.

1. Finish warranty shall include warranty against failure and against substantial deterioration such as blistering, cracking, peeling, chalking, or fading.

2. Material warranty shall include:

(a) All power supply units (drivers).

(b) Replacement when more than 10 percent of LED sources in any lightbar or subassembly(s) are defective or non-starting.

b. Warranty period must begin on date of beneficial occupancy.

Contracto

r shall provide the Contracting Officer signed warranty certificates prior to final payment.

1.7 OPERATIONAL SERVICE

Coordinate with manufacturer for maintenance agreement or take-back program. Collect information from the manufacturer about maintenance agreement or green lease options, and submit to Contracting Officer. Services shall reclaim materials for recycling and/or reuse. Services shall not deposit materials in landfills or burn reclaimed materials. Indicate procedures for compliance with regulations governing disposal of mercury. When such a service is not available, local recyclers shall be sought after to reclaim the materials.

PART 2 PRODUCTS

2.1 LED LUMINAIRES

UL 1598, NEMA C82.77 and UL 8750. Provide luminaires as indicated in luminaire schedule and XL plates or details on project plans. Provide luminaires complete with light sources of quantity, type, and wattage indicated. All luminaires of the same type shall be provided by the same manufacturer.

2.1.1 General Requirements

- a. LED luminaire housings shall be die cast or extruded aluminum.
- b. LED luminaires shall be rated for operation within an ambient temperature range of minus 22 degrees F to 104 degrees F.
- c. Luminaires shall be UL listed for wet locations per UL 1598. Optical compartment for LED luminaires shall be sealed and rated a minimum of IP65 per NEMA IEC 60529.
- d. LED luminaires shall produce a minimum efficacy as shown in the following table, tested per IES LM-79. Theoretical models of initial raw LED lumens per watt are not acceptable.

Application	Luminaire Efficacy in Lumens per Watt
Exterior Pole/Arm-Mounted Area and Roadway Luminaires	65
Exterior Pole/Arm-Mounted Decorative Luminaires	65
Exterior Wall-Mounted Area Luminaires	60
Bollards	35
Parking Garage Luminaires	70

- e. Luminaires shall have IES distribution and NEMA field angle

classifications as indicated in luminaire schedule on project plans per IES HB-10.

- f. Housing finish shall be baked-on enamel, anodized, or baked-on powder coat paint. Finish shall be capable of surviving ASTM B117 salt fog environment testing for 2500 hours minimum without blistering or peeling.
- g. Luminaires shall not exceed the following IES TM-15 Backlight, Uplight and Glare (B.U.G.) ratings:
 - 1. Maximum Backlight (B) rating shall be determined by lighting zone in which luminaire is placed.
 - 2. Maximum Uplight (U) rating shall be U0.
 - 3. Maximum Glare (G) rating shall be determined by lighting zone in which luminaire is placed.
- h. Luminaires shall be fully assembled and electrically tested prior to shipment from factory.
- i. The finish color shall be as indicated in the luminaire schedule or detail on the project plans.
- j. Luminaire arm bolts shall be 304 stainless steel or zinc-plated steel.
- k. Luminaire lenses shall be constructed of clear or frosted tempered glass or UV-resistant acrylic. Provide polycarbonate vandal-resistant lenses as indicated.
- l. The wiring compartment on pole-mounted, street and area luminaires must be accessible without the use of hand tools to manipulate small screws, bolts, or hardware.
- m. Incorporate modular electrical connections, and construct luminaires to allow replacement of all or any part of the optics, heat sinks, power supply units, ballasts, surge suppressors and other electrical components using only a simple tool, such as a manual or cordless electric screwdriver.
- n. Luminaires shall have a nameplate bearing the manufacturer's name, address, model number, date of manufacture, and serial number securely affixed in a conspicuous place. The nameplate of the distributing agent will not be acceptable.
- o. Roadway and area luminaires shall have an integral tilt adjustment of plus or minus 5 degrees to allow the unit to be leveled in accordance with ANSI C136.3.
- p. Luminaire must pass 3G vibration testing in accordance with NEMA C136.31.
- q. All factory electrical connections shall be made using crimp, locking, or latching style connectors. Twist-style wire nuts are not acceptable.
- r. Luminaires shall be eligible for rebate under the JEA InvestSmart Business Energy Upgrades program. LED lights must be qualified by

the Design Lights Consortium (DLC) or ENERGY STAR. The list of DLC qualified products are found in the following website.
www.designlights.org/QPL.

2.1.2 Luminaire Light Sources

2.1.2.1 LED Light Sources

- a. Correlated Color Temperature (CCT) shall be in accordance with [NEMA ANSLG C78.377](#):

Nominal CCT: 4000 degrees K: 3985 plus or minus 275 degrees K

- b. Color Rendering Index (CRI) shall be:

Greater than or equal to 70 for 4000 degrees K light sources.

- c. Color Consistency:

Manufacturer shall utilize a maximum 4-step MacAdam ellipse binning tolerance for color consistency of LEDs used in luminaires.

2.1.3 Luminaire Power Supply Units (Drivers)

2.1.3.1 LED Power Supply Units (Drivers)

[UL 1310](#). LED Power Supply Units (Drivers) shall meet the following requirements:

- a. Minimum efficiency shall be 85 percent.
- b. Drive current to each individual LED housing shall not exceed 600 mA, plus or minus 10 percent.
- c. Shall be rated to operate between ambient temperatures of [minus 22 degrees F](#) and [104 degrees F](#).
- d. Shall be designed to operate on the voltage system to which they are connected, typically ranging from 120 V to 480 V nominal.
- e. Operating frequency shall be: 60 Hz.
- f. Power Factor (PF) shall be greater than or equal to 0.90.
- g. Total Harmonic Distortion (THD) current shall be less than or equal to 10 percent.
- h. Shall meet requirements of [47 CFR 15](#), Class B.
- i. Shall be RoHS-compliant.
- j. Shall be mounted integral to luminaire. Remote mounting of power supply is not allowed.
- k. Power supplies in luminaires mounted under a covered structure, such as a canopy, or where otherwise appropriate shall be UL listed with a sound rating of A.

1. Shall be dimmable, and compatible with a standard dimming control circuit of 0 - 10V or other approved dimming system.
- m. Shall be equipped with over-temperature protection circuit that turns light source off until normal operating temperature is achieved.

2.1.4 LED Luminaire Surge Protection

Provide surge protection integral to luminaire to meet C Low waveforms as defined by [IEEE C62.41.2](#), Scenario 1, Location Category C.

2.2 EXTERIOR LUMINAIRE CONTROLS

Controls shall comply with Section 9 of [ASHRAE 189.1](#).

2.2.1 Photocell

[UL 773](#) or [UL 773A](#). Photocells shall be hermetically sealed, cadmium sulfide or silicon diode light sensor type, rated at 30 amperes, 277 volts, 50/60 Hz with single-pole, single or double-throw contacts. Photocell shall be designed to fail to the ON position. Housing shall be constructed of die cast aluminum or UV stabilized polypropylene, rated to operate within a temperature range of [minus 40 to 158 degrees F](#). Photocell shall have a [1/2 in](#) threaded base for mounting to a junction box or conduit. Provide fixed or swivel base type housing. Photocell shall be twist-lock receptacle type conforming to [NEMA C136.10](#). Provide with solid brass prongs and voltage markings and color coding on exterior of housing. Photocell shall turn on at [1-3 footcandles](#) and turn off at [7 to 15 footcandles](#). A time delay shall prevent accidental switching from transient light sources. Provide a directional lens in front of the cell to prevent fixed light sources from creating a turnoff condition. Provide photocell with metal oxide varistor (MOV) type surge protection.

2.2.2 Timeswitch

Timeswitch shall be an electronic type with astronomic programming function that changes on/off settings according to seasonal variations of sunset and sunrise], providing a total of 72 on/off set points. Digital clock display format shall be 24 hour type. Provide power outage backup for switch utilizing a capacitor and lithium battery which provides coverage for a minimum of 8 years. Timeswitch shall provide control to 12 channels or loads. Contacts shall be rated for 30 amps at 120-277 VAC resistive load in a SPDT or DPST normally open (NO) or normally closed (NC) configuration. Provide switch with function that allows automatic control to be skipped on certain selected days of the week manual bypass or remote override control daylight savings time automatic adjustment EEPROM memory module momentary function for output contacts ability for photosensor input.

Timeswitch shall be housed in a surface-mounted, lockable NEMA 3R enclosure constructed of painted steel or plastic polymer conforming to [NEMA ICS 6](#).

2.2.3 Lighting Contactor

[NEMA ICS 2](#). Provide an electrically-held lighting contactor housed in a NEMA 3R enclosure conforming to NEMA ICS 6. Contactor shall have 4 poles, configured as normally open (NO) or normally closed (NC). Contacts shall be rated 600 volts, 30 amperes for a resistive load. Coil operating voltage shall be 120 or 277 volts. Contactor shall have silver cadmium oxide

double-break contacts and shall require no arcing contacts. Provide contactor with hand-off-automatic on-off selector switch. Provide contactor as specified above along with circuit breaker in integral NEMA 3R enclosure with flange-mounted handle to satisfy requirement for a "combination lighting contactor" when specified.

2.2.4 Lighting Control Relay Panel

Panel shall consist of a single NEMA 3R surface-mounted enclosure with two separate interior sections; one for Class 1 (branch circuit) and one for Class 2 (low voltage) wiring. Provide panel with 48 relays. Panel shall be designed as a standalone or an automated control system interface type. The Class 1 section shall contain the load side of all relays and the incoming branch circuit wiring. The Class 2 section shall contain the control power transformer (24 volt output), relays, relay control modules, and control wiring, and native BACnet field-programmable application controller for panels connected to the facility automated control system. Panel enclosure shall be constructed of 14 gauge cold-rolled steel with baked-on enamel finish. Panel shall meet requirements of [UL 916](#), [ASHRAE 90.1 - IP](#), [CEC Title 24](#) and [47 CFR 15](#).

Relays shall be 2-pole, rated at 20 amperes 480 VAC with rated life of 120,000 mechanical operations minimum.

Relay control module shall be 24 volt, electronic type and control up to 16 separate relays (16 channel) or programmed groups of relays. Provide with inputs for signals from devices such as photocells, timeclocks, and motion sensors. Relay control module with integral timeclock function shall be 24 volt, electronic type with LCD display and control up to 8 separate relays (8 channel).

2.3 POLES

Provide poles designed for wind loading of 140 [miles per hour](#) determined in accordance with [AASHTO LTS](#) while supporting luminaires and all other appurtenances indicated. The effective projected areas of luminaires and appurtenances used in calculations shall be specific for the actual products provided on each pole. Poles shall be anchor-base type designed for use with underground supply conductors. Poles shall have oval-shaped handhole having a minimum clear opening of [2.5 by 5 inches](#). Handhole cover shall be secured by stainless steel captive screws. Metal poles shall have an internal grounding connection accessible from the handhole near the bottom of each pole. Scratched, stained, chipped, or dented poles shall not be installed.

2.3.1 Concrete Poles

Provide concrete poles conforming to [ASTM C1089](#). Cross-sectional shape shall be round or multi-sided.

2.3.1.1 Steel Reinforcing

Prestressed concrete pole shafts shall be reinforced with steel prestressing members. Design shall provide internal longitudinal loading by either pretensioning or post tensioning of longitudinal reinforcing members.

2.3.1.2 Tensioned Reinforcing

Primary reinforcement steel used for a prestressed concrete pole shaft

shall be tensioned between 60 to 70 percent of its ultimate strength. The amount of reinforcement shall be such that when reinforcement is tensioned to 70 percent of its ultimate strength, the total resultant tensile force does not exceed the minimum section compressive strength of the concrete. Coating and Sleeves for Reinforcing Members

Where minimum internal coverage cannot be maintained next to required core openings, such as handhole and wiring inlet, reinforcing shall be protected with a vaporproof noncorrosive sleeve over the length without the 1/2 inch concrete coverage. Each steel reinforcing member which is to be post-tensioned shall have a nonmigrating slipper coating applied prior to the addition of concrete to ensure uniformity of stress throughout the length of such member.

2.3.1.3 Strength Requirement

As an exception to the requirements of ASTM C1089, poles shall be naturally cured to achieve a 28-day compressive strength of 7000 psi. Poles shall not be subjected to severe temperature changes during the curing period.

2.3.1.4 Shaft Preparation

Completed prestressed concrete pole shaft shall have a hard, smooth, nonporous surface that is resistant to soil acids, road salts, and attacks of water and frost, and shall be clean, smooth, and free of surface voids and internal honeycombing. Poles shall not be installed for at least 15 days after manufacture.

2.3.2 Aluminum Poles

Provide aluminum poles manufactured of corrosion resistant aluminum alloys conforming to AASHTO LTS for Alloy 6063-T6 or Alloy 6005-T5 for wrought alloys and Alloy 356-T4 (3,5) for cast alloys. Poles shall be seamless extruded or spun seamless type with minimum 0.188 inch wall thickness. Provide a pole grounding connection designed to prevent electrolysis when used with copper ground wire. Tops of shafts shall be fitted with a round or tapered cover. Base shall be anchor bolt mounted, made of cast 356-T6 aluminum alloy in accordance with ASTM B108/B108M and shall be machined to receive the lower end of shaft. Joint between shaft and base shall be welded. Base cover shall be cast 356-T6 aluminum alloy in accordance with ASTM B108/B108M. Hardware, except anchor bolts, shall be either 2024-T4 anodized aluminum alloy or stainless. Manufacturer's standard provision shall be made for protecting the finish during shipment and installation. Minimum protection shall consist of spirally wrapping each pole shaft with protective paper secured with tape, and shipping small parts in boxes.

2.3.3 Steel Poles

AASHTO LTS. Provide steel poles having minimum 11-gage steel with minimum yield/strength of 48,000 psi and hot-dipped galvanized in accordance with ASTM A123/A123M or iron-oxide primed factory finish. Provide a pole grounding connection designed to prevent electrolysis when used with copper ground wire. Pole shall be anchor bolt mounted type. Poles shall have tapered tubular members, either round in cross section or polygonal. Pole shafts shall be one piece. Poles shall be welded construction with no bolts, rivets, or other means of fastening except as specifically approved. Pole markings shall be approximately 3 to 4 feet above grade and shall include manufacturer, year of manufacture, top and bottom diameters, and length. Base covers for steel poles shall be structural quality hot-rolled carbon steel plate having a minimum yield of 36,000 psi.

2.4 BRACKETS AND SUPPORTS

ANSI C136.3, ANSI C136.13, and ANSI C136.21, as applicable. Pole brackets shall be not less than 1 1/4 inch galvanized steel pipe aluminum secured to pole. Slip-fitter or pipe-threaded brackets may be used, but brackets shall be coordinated to luminaires provided, and brackets for use with one type of luminaire shall be identical. Special mountings or brackets shall be as indicated and shall be of metal which will not promote galvanic reaction with luminaire head.

2.5 POLE FOUNDATIONS

Anchor bolts shall be steel rod having a minimum yield strength of 50,000 psi; the top 12 inches of the rod shall be galvanized in accordance with ASTM A153/A153M.

2.6 EQUIPMENT IDENTIFICATION

2.6.1 Manufacturer's Nameplate

Each item of equipment shall have a nameplate bearing the manufacturer's name, address, model number, and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

2.6.2 Labels

Provide labeled luminaires in accordance with UL 1598 requirements. Luminaires shall be clearly marked for operation of specific light sources, ballasts, and drivers according to proper light source type.

Markings related to lamp and LED type shall be clear and located to be readily visible to service personnel, but unseen from normal viewing angles when lamps are in place.

2.7 FACTORY APPLIED FINISH

Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA 250 corrosion-resistance test.

PART 3 EXECUTION

3.1 INSTALLATION

Electrical installations shall conform to IEEE C2, NFPA 70, and to the requirements specified herein.

3.1.1 Concrete Poles

Install according to pole manufacturer's instructions.

3.1.2 Aluminum or Steel Poles

Provide pole foundations with galvanized steel anchor bolts, threaded at the top end and bent 90 degrees at the bottom end. Provide ornamental covers to match pole and galvanized nuts and washers for anchor bolts. Thoroughly compact backfill with compacting arranged to prevent pressure

between conductor, jacket, or sheath and the end of conduit ell. Adjust poles as necessary to provide a permanent vertical position with the bracket arm in proper position for luminaire location. Install according to pole manufacturer's instructions.

Alterations to poles after fabrication will void manufacturer's warranty and shall not be allowed.

3.1.3 Pole Setting

Poles in straight runs shall be in a straight line. Dig holes large enough to permit the proper use of tampers to the full depth of the hole. Place backfill in the hole in 6 inch maximum layers and thoroughly tamp. Place surplus earth around the pole in a conical shape and pack tightly to drain water away.

3.1.4 Photocell Switch Aiming

Aim switch according to manufacturer's recommendations.

3.1.5 GROUNDING

Where copper grounding conductor is connected to a metal other than copper, provide specially treated or lined connectors suitable for this purpose.

3.1.6 FIELD APPLIED PAINTING

Paint electrical equipment as required to match finish of adjacent surfaces or to meet the indicated or specified safety criteria.

3.2 FIELD QUALITY CONTROL

Upon completion of installation, verify that equipment is properly installed, connected, and adjusted. Conduct an [operating test](#) after 100 hours of burn-in time to show that the equipment operates in accordance with the requirements of this section.

-- End of Section --