

PART 1

SOLICITATION, GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS



Contract # TRIPS-19-MV-FTS

LOWERED FLOOR MINIVAN TYPE TRANSIT VEHICLES

PROPOSAL # TRIPS-19-MV-FTS

GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS

SOLICITATION

1.1 SCOPE

Notice is hereby given that the Transit Research Inspection Procurement Services (TRIPS) will establish a statewide Purchasing Agreement between **Florida Transit Agencies**, hereby known as the “Purchasers”, and **Florida Transportation Systems Inc.**, hereby known as the “Contractor” and/or “Dealer”, for the manufacture and delivery of 2020 model year:

ADA Compliant Lowered Floor Minivan

Minimum and maximum quantities are established as follows:

	<u>MIN</u>	<u>MAX</u>
ADA Compliant Lowered Floor Minivan	<u>0</u>	<u>750</u>

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

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

Following award of the initial model production year, the TRIPS will have an option to extend the Purchasing Agreement for four succeeding model production years. Any optional Purchasing Agreements shall be subject to the same pricing, terms and conditions of the original Purchasing Agreement. However, a chassis model price increase will be considered when a model year change is specific to the automotive

or bus industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor must submit the request and all necessary documentation to the TRIPS Program Administrator. The date found on the Manufacturer's letter, stating the new chassis cost, shall be the month used as the future Recompl month.

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

- Part 1** - Solicitation, General Requirements & Conditions, Contractual Provisions
- Part 2** - Technical Specifications
- Part 3** - Options
- Part 4** - Quality Assurance Provisions
- Part 5** - Warranty Provisions
- Part 6** - Paint Schemes

GENERAL REQUIREMENTS AND CONDITIONS

1.16 DELIVERY AND ACCEPTANCE

- a. Completed units are to be delivered to purchaser within ninety (90) days from receipt of chassis or purchase order, whichever occurs last.
- b. Upon completion of a Pre-Delivery Inspection (PDI) by the licensed Florida dealer who is awarded this Purchasing Agreement, that dealer will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the purchaser and the FDOT District Office a minimum of 48 hours in advance to

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

- c. Failure to coordinate delivery may result in delay of vehicle being “signed for” as delivered. The vehicles shall be delivered clean and in first class condition, complete and ready for service. Workmanship throughout shall conform to the highest standard of commercially accepted practice for the class of work and shall result in a complete, neat, and finished appearance.
- d. The Contractor shall assume all costs and responsibility relative to said delivery to purchaser.
- e. The vehicle shall be delivered with all Contractor/manufacturer’s quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:
 - A copy of the Manufacturer’s Certificate of Origin
 - Application for Certificate of Title
 - Bill of Sale
 - Warranty Papers (forms, policy, procedures)
 - Maintenance Schedule
 - Operators’ manual
 - Invoice (To include contract number, P.O. number, VIN#, and agency name)
- f. If any of the items listed above are missing, defective, altered, incorrect, incomplete, etc., the vehicle will be automatically rejected. **Exhibit 4: Vehicle Delivery Checklist** contains a list of the minimum required items at delivery.
- g. Delivery to Purchaser is to be completed within ten (10) calendar days of receipt of vehicle at Contractor’s site. Delivery shall be determined by signed receipt of the contact person or their designee, at the point of delivery. Further, since a common carrier is an independent concern, any delay in delivery resulting from the common carrier's operations, accident, or mechanical failures on route will be considered a cause beyond the control of the Contractor, provided vehicles were delivered to said carrier in ample time for delivery within normal operating conditions. Odometer readings cannot exceed 3,000 miles at time of final delivery of completed buses to agency(s). There will be one dollar (\$1.00) per mile charge for each vehicle with an odometer reading in excess of 3000 miles. Under NO circumstances are tow vehicles to

be attached to any buses.

- h. In case delivery of completed units under this Purchasing Agreement shall be necessarily delayed because of weather, strike, injunctions, government controls, or by reason of any cause or circumstances beyond control of the Contractor, the time for completion of delivery shall be extended by the number of days to be determined in each instance in writing and by mutual agreement between the parties.
- e. All units shall consist of new parts and materials and in no case will used components or reconditioned or obsolete parts be accepted. Any one part or component shall be an exact duplicate in manufacture and design as well as construction as all others proposed for each unit. Manufacturers must incorporate, in the units proposed, the newest technological advancement in order to achieve maximum service life and an attractive modern appearance.
- f. All vehicle data must be entered into the TRIPS DATACenter prior to its delivery to the Springhill Bus Testing and Inspection Facility (SBTIF) located in Tallahassee, Florida. VIN#'s shall also be entered into the TRIPS DATACenter within 10 days after issuance of the Purchase Order. Any vehicles arriving at the SBTIF without the VIN# entered in the DATACenter will not be inspected until this information is entered.

To schedule an inspection, the dealer shall send an email to the TRIPS Manager, Carlton Allen at callen@usf.edu to set up an inspection appointment. Information in the email should include the following:

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

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

The Dealer should see that all noted write-ups are corrected prior to the final delivery to the procuring agency. This inspection by TRIPS is not represented as being "all inclusive" and in no way relieves the Dealer from the required PDI.

- k. Any vehicle delivered by the Contractor that does not comply with specifications, conditions, and requirements shall be considered not accepted.
- l. If a vehicle is delivered incomplete or contains any defective or damaged parts,

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

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

1.17 FEDERAL AND STATE TAX

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

1.18 ON-LINE INSPECTIONS

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

1.19 INDEMNIFICATION

Proposer must agree to save, keep, and bear harmless and fully indemnify any Purchaser and any of its officers, or TRIPS personnel from all damages, costs, or expenses in law or equity, that may at any time arise or to be set up, for any infringement of the patent rights of any person or persons in consequence of the use

by a Purchaser or by any of its officers or proposal coordinators, of articles supplied under contract, arising from proposals submitted and which a Purchaser gives the Contractor notice in writing of any such claims or suit and provides necessary cooperation for the defense of said claim or suit.

1.20 MOTOR VEHICLE SAFETY STANDARDS

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

1.21 LIQUIDATED DAMAGES

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

1.22 PARTS AND MANUALS

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

1.23 ALTOONA TEST

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

1.24 TITLING VEHICLES

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

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

CONTRACTUAL PROVISIONS

1.25 FEDERAL TRANSIT ADMINISTRATION FUNDING

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

1.26 INCLUSION OF PROVISIONS

All provisions stated in this Invitation to Proposal and Vehicle Specifications, including any addenda, shall be considered to be included in the contract between the

Purchaser(s) and the successful proposer.

1.27 REQUIREMENTS OF PROPOSERS

a. Compliance With Regulations

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

b. Nondiscrimination

The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, national origin or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the regulations, including employment practices.

c. Equal Employment Opportunity

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

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

In all solicitations either by competitive proposals or negotiation made by the Contractor for work to be performed under this proposed Purchasing Agreement, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the

obligations relative to nondiscrimination on the grounds of disability, race, color, sex, religion, or national origin.

e. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit reasonable access to all its books, records, accounts, other sources of information, and its facilities as may be determined by the Proposal Administrator to be pertinent to ascertain compliance with said regulations, orders, and instructions. Included in this information shall be the manufacturer's certification of compliance with Federal Motor Vehicle Safety Standards, or if inapplicable, a written statement documenting that these standards do not apply. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Proposal Administrator, as appropriate, and shall set forth that efforts have been made to obtain the information.

f. Sanctions For Noncompliance

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

- (1) Withholding of payments to the Contractor until compliance; and/or
- (2) Cancellation, termination, or suspension of the Purchasing Agreement, in whole or in part.

1.28 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a percentage of domestic content as follows: For purchase orders placed for rolling stock that will be delivered in FY 2020

and beyond, the domestic content must exceed 70%.

1.29 CARGO PREFERENCE-USE OF UNITED STATES-FLAG VESSELS

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

1.30 ENERGY CONSERVATION

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

1.31 CLEAN WATER AND FEDERAL WATER POLLUTION CONTROL ACT

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

1.32 BUS TESTING

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

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- b. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d. If the manufacturer represents that the vehicle is "grand fathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

1.33 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

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

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

assembly point and the cost of final assembly.

- b. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.
- c. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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

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

1.35 ACCESS TO RECORDS AND REPORTS

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

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the

performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

1.36 FEDERAL CHANGES

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

1.37 CLEAN AIR

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

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

1.38 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1.39 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

1.40 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Purchasing Agreement and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that Purchasing Agreement) pertaining to any matter resulting from the underlying Purchasing Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.41 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Purchasing Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Purchasing Agreement or the FTA assisted project for which this Purchasing Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.42 TERMINATION

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

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

1.43 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Lower Tier Covered Transactions (Third Party Contracts over \$150,000).

- a. By signing and submitting this proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.
 - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the TRIPS may pursue available remedies, including suspension and/or debarment.
 - c. The prospective lower tier participant shall provide immediate written notice to the TRIPS if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- a. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the TRIPS for assistance in obtaining a copy of those regulations.
 - b. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the TRIPS.
 - c. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered

Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- d. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- e. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under Paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the TRIPS may pursue available remedies including suspension and/or debarment.

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

- a. The prospective lower tier participant certifies, by submission of this proposal or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1.45 CIVIL RIGHTS

The following requirements apply to the underlying contract:

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of

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

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

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

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

(3) Disabilities - In accordance with section 103 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment

Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

1.46 BREACHES AND DISPUTE RESOLUTION

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

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

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

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

1.47 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

The TRIPS Program Administrator on behalf of the Purchasers, or their Contractor, agree to ensure Disadvantaged Business Enterprises as defined in 49 CFR 26.49 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Purchasers, or their Contractors, shall take all necessary and reasonable steps in accordance with 49 CFR 26.49 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The TRIPS Program Administrator on behalf of the Purchasers and their Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

1.48 STATE AND LOCAL LAW DISCLAIMER

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

1.49 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantees' requests that would cause the grantee to be in violation of the FTA terms and conditions.

EXHIBITS

LIST OF EXHIBITS

1. Required Forms / Certifications
2. Price Proposal Forms / Payment terms
3. FDOT District Offices
4. Vehicle Delivery Checklist

EXHIBIT 1

TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & DOCUMENTS

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

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

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

BAFO

PRICE PROPOSAL FORM A (continued)

(Base Gas Engine Vehicle Price)

Base Vehicle	PRICE
<p>ADA Compliant Lowered Floor Minivan</p> <p>*Seating Capacity <u> 6 </u></p> <p>Chassis Manufacturer <u> DODGE/CHRYSLER </u></p> <p>Chassis GVWR (<i>pounds</i>) <u> 6,050 </u></p> <p>Vehicle length (<i>inches</i>) <u> 202.8" </u></p>	<p style="text-align: center;">\$ 43,316.00</p>

NOTE:

*Maximum seating for this vehicle

PRICE PROPOSAL FORM A (continued)

(Base Gas Engine Vehicle Price)

BAFO

Base Vehicle	PRICE
<p>ADA Compliant Lowered Floor Minivan</p> <p>*Seating Capacity <u> 6 </u></p> <p>Chassis Manufacturer <u> CHRYSLER VOYAGER </u></p> <p>Chassis GVWR (<i>pounds</i>) <u> 6,055 </u></p> <p>Vehicle length (<i>inches</i>) <u> 203.8" </u></p>	<p>\$ 48,092.00</p>

TERMS OF PAYMENT

FORM E

The following terms of payment are proposed:

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

1. A 2% (24% per annum) service charge will be added to all past due accounts.
2. Total proposal price is based on payment terms of net sixty (60) days after acceptance of each vehicle. If Contractor has not received payment in full within the 60 day period following acceptance of vehicle, agencies will incur the 2% monthly service charge beginning on day 61.

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

Date _____

Signature _____

Company Name _____

Title _____

EXHIBIT 3

FDOT DISTRICT OFFICES

Michelle Peronto FDOT District One 801 N. Broadway Avenue Bartow, FL 33913 (863) 519-2551	Janell Damato FDOT District Two 2198 Edison Avenue, MS 2813 Jacksonville, FL 32204 (904) 360-5687
Toni Prough FDOT District Three 1074 Hwy 90 Chipley, FL 32428-0607 (850) 330-1558	Marie Dorismond FDOT District Four 3400 W. Commercial Blvd Ft. Lauderdale, FL 33309 (954) 777-4605
Diane Potrias FDOT District Five 133 S. Semoran Blvd. Orlando, FL 32807 (321) 319-8175	Raymond Freeman FDOT District Six 1000 NW 111th Ave., Room 6105 Miami, FL 33172 (305) 470-5255
Dave Newell FDOT District Seven 11201 N. McKinley Dr. Tampa, FL 33612-6403 (813) 975-6402	

EXHIBIT 4
VEHICLE DELIVERY CHECKLIST

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

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

PART 2

TECHNICAL SPECIFICATIONS



Contract #TRIPS-19-MV-FTS

LOWERED FLOOR MINIVAN TYPE TRANSIT VEHICLES

Vehicles, Vans and Systems. This vehicle shall also comply with 40 CFR Parts 85 & 86 Air Pollution and Emission Standards for New Vehicles. Compliance with all applicable Federal Motor Vehicle Safety Standards shall also be required. The successful bidder will be required to provide any and all results of testing accomplished under the final rules issued by the Federal Transit Administration, 49 CFR.

- 2.1.3 All parts, components and accessories shall be new. All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. The exhaust system and drive line shall be free from primer. Any sub-component installed underneath the vehicle shall not be primed.
- 2.1.4 All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. All fasteners used in the vehicle shall be backed by a Certificate of Quality by the manufacturer and have been found to be in accordance with all SAE and ANSI specifications.
- 2.1.5 The vehicle shall be built to meet all applicable ADA requirements. The FDOT will allow cutting of the chassis or body to install a Wheelchair Ramp or to modify door height. There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement. The FDOT will not allow re-certification of the chassis OEM GVWR and GAWR. Any vehicle that exceeds the OEM GVWR and/or GAWR will not be accepted. **GVWR for the Dodge Caravan is 6050, and for the Chrysler Voyager it is 6055 as determined by OEM.**
- 2.1.6 Proposer shall submit how the GVWR is determined.
- 2.1.7 Manufacturer will be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:
1. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants.
 2. Check all fluid levels to insure proper fill.
 3. Adjust the engine for proper operating condition.
 4. Inflate tires to proper pressure.

5. Check to insure proper operation of all components, accessories, gauges, lights, and mechanical and hydraulic features.
6. Cleaning of vehicle, and removal of all unnecessary stickers and debris.
7. Full front-end alignment utilizing heavy duty equipment and experienced trained technicians to perform proper alignment. All wheels shall be balanced, including spare tire. This alignment is to be performed only after vehicle is built complete and is at full curb weight. Vehicle shall be delivered with fully adjustable front end components installed to allow alignment in the field without replacing any components. **Braun performs a 4-wheel alignment.**
8. Focusing of headlights utilizing equipment designed for this purpose.

2.1.8 Manufacturer shall certify that it:

1. Has in operation or has the capacity to have in operation, a manufacturing plant.
2. Has adequate engineering personnel, or has the capability to have such personnel, to satisfy any engineering or service problem that may arise during the warranty period. Bidder must supply in proposal the number of engineers along with their designated areas of responsibilities. **Braun currently has 31 personnel with their engineering group, and will maintain an adequate engineering staff.**
3. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time

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

- 2.1.10 Dealer shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:
1. Correct and repair all deficiencies noted in the TRIPS Pre-delivery Inspection Report conducted on each individual vehicle at its Springhill Vehicle Inspection Research & Testing facility in Tallahassee. All repairs must be completed before delivery to Purchaser. The Dealer must enter detail of the repair action into the TRIPS Database Center for the specific VIN of each vehicle inspected by TRIPS Staff.
 2. Check all fluid levels to insure proper fill levels.
 3. Adjust the engine for proper operating condition.
 4. Inflate tires to proper pressure.
 5. Check to insure proper operation of all components, accessories, gauges, lights, and mechanical and hydraulic features.
 6. Cleaning of vehicle, and removal of all unnecessary stickers, markings, and debris.
- 2.1.11 All sub component units installed such as, but not limited to, restraint systems, event data recorders, and any other subcomponent installed by the vehicle manufacturer shall be installed per the sub-component manufacturer's installation instructions. All subcomponent manufacturer Installation Instructions must be submitted to TRIPS prior to the first vehicle being delivered from this contract.

2.2.0 ENGINE

- 2.2.1 Gasoline engine shall be manufacturer's standard for this size minivan considering components and accessories proposed. The proposed engine must give satisfactory performance over terrain encountered in Florida with maximum passenger load. Manufacturer shall propose engine horsepower and torque. **Dodge Grand Caravan has a 3.6L V-6 DOHC 283 hp engine. Chrysler Voyager has a 3.6L V-6 DOHC 287 hp engine.**
- 2.2.2 Hybrid drive systems and/or alternative fueled engines, if available, must be provided as an option. The specified engine must give satisfactory performance over terrain encountered in Florida with maximum passenger

load. Manufacturer shall propose engine horsepower and torque. TRIPS reserve the right to accept hybrid drive-train system and/or other alternative fuel engines when offered by the manufacturer during the term of this contract. **No option for alternative drivetrain currently, retain option to provide when available.**

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

2.2.4 A heavy-duty automatic, overdrive transmission with the most extreme duty cycle available from OEM, compatible with the engine specified shall be standard. **Dodge Grand Caravan has a 6-speed 62TE automatic transmission. Chrysler Voyager has a 9-speed 948TE automatic transmission.**

2.3.0 COOLING SYSTEM

2.3.1 Cooling system shall be OEM and capable of giving satisfactory performance over terrain encountered in Florida.

2.4.0 EXHAUST SYSTEM

2.4.1 The vehicle shall be equipped with a heavy duty, corrosion resistant exhaust system which meets or exceeds FMVSS and EPA noise level and Exhaust emission (smoke and noxious gas) requirements. All altered exhaust joints shall be welded with a continuous weld. ***Stainless steel exhaust will be standard.***

2.5.0 Intentionally left blank

2.6.0 SUSPENSION

2.6.1 Suspension shall be manufacturer's standard. It must be load rated for the GVWR of the size minivan involved. **Dodge Caravan has Load leveling capability suspension. Chrysler Voyager load Leveling suspension not offered as option, standard duty suspension only.**

2.7.0 AXLES

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

2.8.0 BRAKES

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

2.9.0 TIRES & WHEELS

- 2.9.1 Steel wheels shall be standard. Aluminum wheels shall be provided as an option (**See Part 3: Options**).
- 2.9.2 A mounted and balanced OEM spare tire shall be provided as standard with each vehicle. The spare tire shall be stored underneath the vehicle in an accessible location.

2.10.0 ELECTRICAL

- 2.10.1 The vehicle shall be equipped with a heavy-duty (12 volt) electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws (due to lights, wheelchair Ramp, 4-way flashers, air conditioning, or heater, and other accessories in constant operation). The entire electrical system, shall comply with CFR 49 sections 393.29, 393.30, 393.31, 393.32, and 393.33 respectively.
- 2.10.2 OEM alternator is standard. Alternator must be capable of producing this level of output with alternator surface temperatures up to 220 degrees Fahrenheit. Manufacturer shall perform testing of total amperage draw on all vehicles under this contract to ensure compliance.
- 2.10.3 The vehicle shall have a single 650 CCA battery (minimum) located in a readily accessible area for maintenance and/or replacement. All battery cable connections shall be coated to prevent corrosion. Battery must be date stamped and be no older than 1 year from delivery date.

- 2.10.4 An ambient-sensitive self-adjusting reverse direction alarm (BUA) in compliance with SAE J994b with respect to acoustical performance for a Type B device but emitting at least 82 dBA with a supply of 14 volts shall be installed. Conformity to the environmental test stipulated by the SAE shall not be required.

2.11.0 WIRING HARNESS & ROUTING

- 2.11.1 All electrical wiring shall be automotive stranded copper, of sufficient gauge to handle the load. Each wire is to be color-coded and permanently labeled at least every (18) inches to identify their function. All circuits shall be fuse protected. All electrical accessories except the radio and lights shall be wired through the ignition and must shut off when the engine is off. All exposed terminals and wiring shall be protected from the elements using sealed terminals. Exposed wires shall be wrapped or loomed in corrosion and moisture-resistant material. All connectors shall be environmentally sealed high impact plastic pin connectors. **NO BUTT CONNECTORS ALLOWED!** Each vehicle shall contain a set of detailed wiring schematics that indicate the color and function system by system for easy troubleshooting.
- 2.11.2 All body wiring shall be run inside the body in a protected area. All wiring shall be in a loom and secured for maximum protection. Clamps shall be rubber or plastic coated to prevent them from cutting the wiring insulation. When routing wiring under vehicle all wiring shall be encased in a loom and attached to the frame and sub-floor structure with rubber or plastic coated P-clamps every 12 inches and shall not be bundled with hoses. The harness shall run in straight lines as close to the chassis frame rails as possible.
- 2.11.3 All electrical circuits shall be properly sized and protected as described by the applicable SAE standards. If multiple components are powered from a single power source, additional circuit protection shall be provided.
- 2.11.4 All fuses and relays (other than chassis OEM) shall be protected from the elements and readily accessible without the use of tools. A legend for all additional electrical equipment shall be affixed to the area where the fuses and relays are located. Connection to OEM electrical system shall be “plug and play.” Splicing/cutting OEM harnesses is not allowed. All relays shall

be plug-in replaceable type. **Braun utilizes Chrysler OEM connectors for harness lengthening.**

2.12.0 FDOT CRASH AND SAFETY TESTING STANDARDS

2.12.1 Proposer shall meet and certify that all current FMVSS Crash and Safety testing standards are met for this type of vehicle.

2.13.0 FLOOR

2.13.1 The lowered floor shall be engineered and constructed of corrosion resistant materials of sufficient size and strength to maintain or exceed the OEM FMVSS standards and to minimize interior noise. Proposal shall include a detailed description of floor construction, materials, and installation methods.

2.13.2 The floor shall be insulated to prevent exhaust heat and road noise from the entering the passenger compartment.

2.13.3 The entire under body floor frame structure shall be primed on all surfaces, eliminating any exposed bare metal/materials. The completed under side of vehicle shall be sealed from environmental elements using material/caulks that are equivalent to or exceeds the OEM. **Braun precision cuts floor pieces with a laser jet and assembles those pieces on a jig. Flooring pieces are assembled and robotically welded for uniformity. The bus is placed on a rolling frame jig and the OEM floor is removed and slid out from underneath the van. The new lowered floor is slid into place under the van and aligned with dowel pins. The floor and van are systematically measured and then welded into place. All seams are sealed from top and bottom. All metal surfaces are primed and painted, and undercoating applied.**

2.14.0 DOORS

- 2.14.1 The minivan shall have standard OEM driver and passenger front doors; one left side rear door (extended to floor level), and one right side ramp door. The left side sliding door shall be OEM and extended to floor level to provide a minimum entry height of 56". This door shall be equipped with an interlock system so that the door cannot be opened from the inside or outside when fuel door is open. The right-side ramp door shall have a minimum opening height of 56", a minimum usable ramp width of 30", and a maximum of 12" floor-to-ground height and shall be equipped with a transmission shift interlock. Door extensions shall be constructed of Aluminized steel or stainless steel. Both sliding doors shall have a mechanism to securely hold doors in open position when vehicle is on a hill.
- 2.14.2 Doors must maintain seal to prevent the entrance of air, water and other elements and must be capable of being opened from the inside.

2.15.0 Intentionally Left Blank

2.16.0 Glass

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

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

2.17.0 LIGHTS

- 2.17.1 All exterior lighting shall be OEM.
- 2.17.2 All interior lighting shall be OEM.
- 2.17.3 All vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B.
Braun adds interior lighting on B pillar and C pillar for ramp.

2.18.0 REFLECTORS

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

2.19.0 SEATING

- 2.19.1 The front passenger seat shall be OEM, matching the driver's seat. The seat base shall be adapted to permit easy roll out for mobility aid access/securement. The seat shall lock and unlock easily from the floor area.
- 2.19.2 Rear Seating shall be Standard three (3) passenger capacity, all passenger seats shall be made of durable type materials that can be cleaned easily, fully padded for occupant comfort and retention. **Rear seat will be two (2) passenger when optional foldaway seat is used. Seat upholstery is level 5 Limestone Gray Vinyl. OEM cloth and CMI Dimensions with Nanocide to be offered as optional.**
- 2.19.3 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased (**See Part 3: Options**).
- 2.19.4 A two (2) person foldaway seat shall be provided as an option (**See Part 3: Options**).
- 2.19.5 Signage as shown in **Exhibit 4** shall be posted within the vehicle in clear view of passengers.

2.20.0 FLOOR COVERING

- 2.20.1 Shall be durable nonskid transit-type flooring. Proposer to submit floor type being offered. **Gerflor Tarabus Floor covering is standard**

2.21.0 INTERIOR FINISH

- 2.21.1 To the extent possible all interior panels shall remain OEM. Any additional panels shall match the color of OEM. The interior shall be aesthetically pleasing and contain smooth finishes without unprotected sharp edges.
- 2.21.2 All interior materials must comply with FMVSS-302.

2.22.0 CONTROLS AND SWITCHES

2.22.1 All controls and switches shall be OEM standard. They shall be permanently labeled for quick and unmistakable identification. Glued identification decals are not acceptable. All controls and switches shall be lighted for nighttime operation in such a way as to prevent glare in the windshield or driver's side windows.

2.23.0 HVAC SYSTEM

2.23.1 HVAC system shall be OEM, with the capability of providing comfort for all passengers while operating in Florida's environment.

2.23.2 Heater hoses/lines and air conditioning hose/lines extensions shall be of top-quality OEM material.

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

2.24.0 SUN VISOR

2.24.1 Sun visor shall be OEM

2.25.0 MIRRORS

2.25.1 1 Left and right OEM exterior mirrors shall be power adjustable from the driver's seat.

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

2.25.3 Reverse camera and monitor backing system shall be provided. Proposal shall include description of system offered.

2.26.0 EXTERIOR FINISH

- 2.26.1 All metal parts shall be de-greased and properly cleaned and sanded in preparation for painting. Parts and surfaces that will be covered in the finished vehicle shall be given a second coat of primer to prevent corrosion as much as possible. If any parts are pre-primed prior to assembly and should any welding be done during assembly then the weld shall be primed again.
- 2.26.2 All surfaces that will be exposed on the finished vehicle shall be properly sanded prior to finish color paint application. Finished color paint brand and description shall be proposed. The proposals shall also include a description of the manufacturer's painting procedure.
- 2.26.3 Proposals shall include samples of the manufacturer's most popular paint schemes with pricing, as noted in **Part 6, Paint Schemes**.

2.27.0 RUST PROOFING

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

RUSTPROOFING AND UNDERCOATING PROCEDURE

The entire body-frame understructure of each vehicle is to be rustproofed and fully undercoated with nonflammable, high quality material. The rustproofing material shall be applied in a continuous and uniform coating to all metal panels and splash pans underneath each vehicle for protection against rust and corrosion. The rustproofing shall be applied inside the rocker panels, door posts, door panels, headlight wells, parking light wells, back-up light wells, dog legs, quarter panels, all body panels, and all enclosed areas except the engine compartment.

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

2.28.0 BUMPERS

- 2.28.1 Front and Rear bumpers shall be OEM impact resistant.

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

2.29.0 Intentionally Left Blank

2.30.0 WHEEL CHAIR RAMP

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

Manual fold out ramp as standard.

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

2.30.3 Ramp shall have 2-inch reflective tape on each side along the length of the ramp.

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

1. The manufacturers name and address.
2. The month and year of manufacture.
3. A certification that the Wheel chair Ramp and installation conforms to State of Florida requirements applicable to accessible vehicles.

2.30.5 An audible warning signal shall be activated in the vehicle in the event that the ramp door is open, and the interlock is not engaged.

2.30.6 Provide an electrically powered ramp as an option. (See Part 3: Options).

2.31.0 SECUREMENT DEVICES

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

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

2.31.3 Retractors shall be heavy duty with heat treated components and a metal or impact resistant plastic housing.

2.31.4 The occupant restraint system (lap/shoulder belt) shall be a combination type with double retractors and a shoulder height adjustment of at least 12 inches.

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

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

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

2.31.8 Left blank intentionally

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

- 2.31.10 Storage containers for restraint system belts and instructions for use of restraint system shall be included and mounted in safe and convenient location.
- 2.31.11 Manufacturer shall install all restraint hardware provided by the sub-component supplier according to the installation instructions.
- 2.31.12 A WC-18 compliant occupant restraint system shall be provided as an option.

2.32.0 SAFETY EQUIPMENT

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

- 2.32.1 Provide a ZEE Deluxe Medical Truck Kit, or approved equal, (see **Part 2, Exhibit 2: ZEE Medical Kit Supplies**), mounted in an accessible location.
- 2.32.2 Provide a 5 pound rechargeable ABC type Fire Extinguisher with charge status gauge and decal noting most recent charge date. Dealer to install at a location selected by Purchaser.
- 2.32.3 Provide three (3) unit kit, reflective type warning triangles secured in a location readily accessible to the driver.
- 2.32.4 Provide two (2) Seat Belt Cutters, mounted in an accessible location, one near the wheelchair ramp and the other accessible to the driver.
- 2.32.5 Provide a Blood Pathogen/Bodily Fluid Spill Kit meeting federal OSHA regulation 29CFR1910.1030(d)(3)(i) secured in a location readily accessible to the driver.
- 2.32.6 Provide a MOR/ryde International MR56-141, Jones Oxygen Tank Holder. Dealer to install at a location selected by Purchaser.
- 2.32.7 A Signal Quest vehicle data recorder or approved equal meeting FDOT data configuration specifications, part # SQ-RPS-0008 shall be provided as standard equipment. System should be a G-force accelerometer monitor and recorder as standard, configured with 2 Accelerometer devices allowing it to detect and record G-forces in 3 axes, front/rear – left/right – up/down. System should also provide the following inputs: brake, left and right turn signals, throttle position, engine RPM, transmission gear selection and

vehicle speed. Data shall be recorded and retained for a maximum of 60 seconds before and 15 seconds after an event. **Signal Quest EDR.**

EXHIBITS

Exhibit 1

DATACenter Dealer Requirements (VERSION 1)

The Transit Research Inspection Procurement Services (TRIPS) DATACenter is managed by the Florida Department of Transportation (FDOT) and administered by the Center for Urban Transportation Research (CUTR). The TRIPS DATACenter is an online application developed to capture data related to vehicles procured from TRIPS vehicle contracts.

The TRIPS DATACenter can be found at <http://datacenter.tripsflorida.org/login.php>

The Dealer is required to enter various information into the DATACenter as the vehicle moves through the procurement process, from order origination to agency acceptance.

All pertinent vehicle data must be entered into the TRIPS DATACenter prior to vehicle arriving at the TRIPS Springhill Bus Inspection & Testing facility (SBITF), located in Tallahassee, FL. Any vehicle(s) arriving at the TRIPS Springhill facility without complete “Vehicle Information Form” data in the DATACenter will not be inspected, which may delay the vehicle delivery process.

Once the vehicle has been inspected, the dealer is **required** to enter all actions taken to correct defects found during the **SBITF** vehicle inspection. These actions are entered into the DATACenter through the **“Inspection Letter”** form that is generated from the inspection.

The DATACenter also provides various other means of extracting information for the dealer, including PO management, searches, and reporting features. Please refer to the provided User’s Manuals as needed for complete information.

Additionally, the contractor is required to maintain its own in-house database to record any reported and actionable warranty repair. Detailed warranty reports shall be provided on a quarterly basis to the TRIPS Assistant Program Manager.

Exhibit 2

ZEE Medical Kit Supplies

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

Nitrile Gloves, Large	2 pairs, 1 each	#3044
Disposable Tweezers, Sterile	1 each	#3538

Exhibit 3

After Sales Service

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

(800) 282 - 8617

JULE YADAO	FIELD SERVICE COORDINATOR	340	julie.yadao@fts4buses.com
DOUG REVELLE	CUSTOMER SUPPORT MANAGER	230	drevelle@fts4buses.com
TRAVIS			
BENNETT	WARRANTY ADMINISTRATOR	130	travis.bennett@fts4buses.com
DON JARRETT	WARRANTY ADMINISTRATOR	130	don.jarrett@fts4buses.com
PATTY FIERRO	SERVICE ADMINISTRATOR	150	pfierro@fts4buses.com
MARLON			
BROWN	PARTS SALES	360	marlon.brown@fts4buses.com
DENNIS			
ROBERTS	PARTS SALES	140	dennis.roberts@fts4buses.com
JEFF SLACK	OUTSIDE PARTS SALES		jeff.slack@fts4buses.com
JOANNA SYLLA	WARRANTY MANAGER, SOUTH FLORIDA	21200	joanna.sylla@fts4buses.com
RON BEAN	SERVICE MANAGER, SOUTH FLORIDA	21201	ron.bean@fts4buses.com

2. Dealer to provide a list of most often requested bus parts to be used in creating a parts stockage level list at the dealer's location.
3. Dealer to provide a list of authorized service centers in the state of Florida capable of general bus repairs, wheelchair lift/ramp repair, and A/C repair.

FTS listed local Dodge Chrysler dealerships around the state of Florida for OEM repairs, and attached below Braun authorized repair facilities.

BRAUN AUTHORIZED DEALERS IN FLORIDA					
State/Prov	Name	City	Postal Code	Phone	Country
FL	Florida Transportation Systems, Inc	Pompano Beach	33069	954-903-7449	United States
FL	Florida Transportation Systems, Inc	Tampa	33637	813-980-0174	United States
FL	Mobility America	Lakeland	33809	863-816-1513	United States
FL	Mike Erdman Toyota	Cocoa	32926	321-453-1313	United States
FL	MobilityWorks	Tampa	33619-7700	813-628-4255	United States
FL	Mobility Express, Inc	New Port Richey	34652	727-849-0262	United States
FL	Phase III Mobility, Inc	Pensacola	32505	850-934-1125	United States
FL	Buddy's Holiday Mobility	Fort Pierce	34982	772-465-9600	United States
FL	Wheelchair Vans of Florida	Sarasota	34231	941-706-4687	United States
FL	Wheelchair Specialties, Inc	Tampa	33610	813-246-9116	United States
FL	MITS at Custom Mobility	Largo	33777	800-868-6641	United States
FL	MobilityWorks	Miami	33166	305-234-0071	United States
FL	Mobility Scooter Center, Inc	Melbourne	32935	321-752-4041	United States
FL	MobilityWorks	Ormond Beach	32174	386-586-5495	United States
FL	MobilityWorks	Clermont	34715	352-429-3971	United States
FL	MobilityWorks	Largo	33771	727-521-4248	United States
FL	MobilityWorks	Ocala	34476	352-429-3971	United States
FL	MobilityWorks	Orlando	32822	407-674-8778	United States
FL	MobilityWorks	Fort Lauderdale	33309	954-974-7028	United States
FL	MobilityWorks	Lake Worth	33461	561-586-1997	United States
FL	Ocean Conversions & Mobility, Inc	Fort Myers	33905	239-936-6333	United States
FL	Ocean Conversions & Mobility, Inc	Pompano Beach	33064	954-942-6033	United States
FL	MobilityWorks	Jacksonville	32246	877-275-4907	United States
FL	Team Adaptive, Inc	Panama City	32401	850-522-0059	United States
FL	Wheelchair Vans of Florida	Venice	34285	941-445-4126	United States
FL	MobilityWorks	Tallahassee	32303	850-224-4383	United States
FL	Wheelchair Vans of Florida	Orlando	32804	407-751-4158	United States
FL	Mobility Express, Inc.	Ocala	34475	352-433-4613	United States
FL	MobilityWorks	Fort Myers	33966-8356	239-275-1900	United States
FL	Team Adaptive, Inc	Pensacola	32505	850-332-1688	United States

4. Dealer to provide a minimum of one field service technician familiar with all areas of the bus. This technician must be prepared to travel throughout the state and provide repairs when local agencies cannot make the repair. **Mobile service is provided throughout the state of Florida with multiple mobile technicians at each location. Braun has a full-time mobile technician based in Tampa.**
5. Dealers, manufacturers, FDOT and TRIPS may request meetings to address contract concerns.

Exhibit 4

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

Sign #1

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

Sign #2

*Florida Law and Title VI of the Civil
Rights Act of 1964 Prohibits*

Discrimination in:

*Public accommodations on the basis
of race, color, national origin, sex,
age, disability or income. In addition,
the Florida Civil Rights Act does not
permit discrimination on the basis of
religion or family status.*

*Persons believing they have been
discriminated against on these
conditions may file a complaint with
the Florida Commission on Human
Relations at 850-488-7082 or 800-
342-8170 (voice messaging).*

Sign #3

*Florida Law and Title VI of the Civil
Rights Act of 1964 Prohibits*

Discrimination in:

*Public accommodations on the basis
of race, color, national origin, sex,
age, disability or income. In addition,
the Florida Civil Rights Act does not
permit discrimination on the basis of
religion or family status.*

*Persons believing they have been
discriminated against on these
conditions may file a complaint with
the (transit agency name) at (transit
agency phone number).*

PART 3

OPTIONS



Contract #TRIPS-19-MV-FTS

LOWERED FLOOR MINIVAN TYPE TRANSIT VEHICLES

OPTIONS

#TRIPS-19-MV-FTS

Please provide an option and pricing for items listed below:

3.1.0 ALTERNATIVE ENGINE, HYBRID OR MULTI- FUEL

- 3.1.1 Hybrid drive system and/or alternative fueled engines meeting current EPA requirements in place of the standard gasoline engine. Engine must meet standards described in Part 2, Section 2.2.2.
- 3.1.2 Manufacturers Extended Warranty, identifying extended terms for the OEM Chassis, Vehicle Manufacturer, Wheelchair Ramp and including any other facets of vehicle to be covered.

3.2.0 WHEELS

- 3.2.1 Alternative wheels in lieu of standard wheels.
- 3.2.2 Full-size OEM spare wheel and tire assembly.

3.3.0 ELECTRICAL

- 3.3.1 An additional 12-volt accessory outlet located in the rear passenger compartment.

3.4.0 DOORS

- 3.4.1 Power rear sliding doors.

3.5.0 Driver Protection Partition

- 3.5.1 A driver protection partition.

3.6.0 SEATS, BELT EXTENSIONS, & SEAT UPHOLSTERY

- 3.6.1 Permanent mount front passenger seat.

3.6.2 A two (2) person foldaway seat.

3.6.3 Additional seat belt extensions (beyond the two that are standard).

3.6.4 Nanocide seat fabric.

3.7.0 MIRRORS

3.7.1 Reverse camera and monitor backing system.

3.8.0 BUMPERS

3.8.1 Reverse Assistance System.

3.9.0 WHEEL CHAIR RAMP

3.9.1 Electrically operated wheelchair ramp.

3.10.0 SECUREMENT DEVICES

3.10.1 SURE-LOK Titan restraint system.

3.10.2 Qstraint QRT-MAX restraint system.

3.11.0 SAFETY EQUIPMENT

3.11.1 Camera systems priced per system and identified by manufacturer's specific models and part numbers.

3.12.0 LIST OTHER MANUFACTURER OPTIONS AVAILABLE

PART 4

QUALITY ASSURANCE



Contract #TRIPS-19-MV-FTS

LOWERED FLOOR MINIVAN TYPE TRANSIT VEHICLES

QUALITY ASSURANCE PROVISIONS

#TRIPS-19-MV-FTS

4.1.0 CONTRACTORS IN-PLANT QUALITY ASSURANCE REQUIREMENTS

4.1.1 QUALITY ASSURANCE PROGRAM

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

4.1.2 CONTROL

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

4.1.3 AUTHORITY AND RESPONSIBILITY

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

4.2.0 QUALITY ASSURANCE PROGRAM FUNCTIONS

The quality assurance program shall include the following minimum functions.

4.2.1 WORK INSTRUCTIONS

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

4.2.2 RECORDS MAINTENANCE

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

4.2.3 CORRECTIVE ACTION

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

4.3.0 STANDARDS AND FACILITIES

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

4.3.1 CONFIGURATION CONTROL

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

4.3.2 MEASURING AND TESTING FACILITIES

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

4.3.3 PRODUCTION TOOLING AS MEDIA OF INSPECTION

When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for

accuracy at formally established intervals and adjusting, replaced, or repaired as required to maintain quality.

4.3.4 EQUIPMENT USE BY TRIPS LINE INSPECTORS

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

4.4.0 CONTROL OF PURCHASES

Manufacturer shall maintain quality control of purchases.

4.4.1 SUPPLIER CONTROL

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

4.4.2 PURCHASING DATA

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

4.5.0 MANUFACTURING CONTROL

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

4.5.1 COMPLETED ITEMS

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

4.5.2 NONCONFORMING MATERIALS

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

4.5.3 STATISTICAL TECHNIQUES

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

4.5.4 INSPECTION STATUS

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

4.6.0 INSPECTION SYSTEM

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

4.6.1 INSPECTION STATIONS

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

4.6.2 INSPECTION PERSONNEL

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

4.6.3 INSPECTION RECORDS

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped. Discrepancies noted by Manufacturer during assembly shall be entered on a record that accompanies the major component, subassembly, assembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the collective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the procuring agency shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

4.6.4 QUALITY ASSURANCE AUDITS

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

4.7.0 ACCEPTANCE TESTS

4.7.1 RESPONSIBILITY

Fully documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the TRIPS. These

acceptance tests shall include pre-delivery inspections and testing by Manufacturer, and inspections and testing by the TRIPS prior to and after the vehicles have been delivered.

4.7.2 PRE-DELIVERY TESTS

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

4.7.3 INSPECTION-VISUAL AND MEASURED

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

4.7.4 TOTAL VEHICLE OPERATION

Total vehicle operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be

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

4.8.0 POST-DELIVERY TESTS

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

4.8.1 VISUAL INSPECTION

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

4.8.2 VEHICLE OPERATION

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

PART 5

WARRANTY



Contract #TRIPS-19-MV-FTS

LOWERED FLOOR MINIVAN TYPE TRANSIT VEHICLES

WARRANTY PROVISIONS

#TRIPS-19-MV-FTS

5.1.0 BASIC PROVISIONS

5.1.1 WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. A detailed description of the local Contractor warranty process and terms shall be included in the proposal including information on how warranty issues are tracked. If awarded, the final warranty agreement will be included in every delivered vehicle. The Contractor warrants and guarantees to the TRIPS each complete vehicle and specific subsystems and components as follows:

5.1.2 COMPLETE VEHICLE

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

5.1.3 SUBSYSTEMS AND COMPONENTS

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

The unexpired warranty period shall remain for components or subsystems that were repaired or replaced under warranty.

Exhibit 5-1

STANDARD WARRANTY

Subsystem and Component Minimum Warranty, whichever occurs first.

Item	Years	Mileage
Base Vehicle	3	36,000
Powertrain	5	100,000
Wheelchair Ramp	4	Unlimited
Aftermarket Seating	4	Unlimited
Body Modifications/Structure	4	Unlimited
Aftermarket Electrical/Components	4	Unlimited
Aftermarket Components	4	Unlimited

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

Note: Aftermarket/non-OEM warranty for components used in the final delivered product but not mentioned above will be 4 years/unlimited mileage.

5.2.0 SCOPE OF WARRANTY REPAIRS

If the purchaser detects a defect within the warranty periods defined in Section 5.1.2 and 5.1.3, it shall notify the Contractor representative within 48 hours. Within five (5) working days after receipt of notification the Contractor and purchaser shall mutually determine whether or not the defect is covered by the warranty terms, and for warranted items, develop a course of action to get the vehicle back in service as soon as possible. The maximum acceptable down time is 10 working days. If the issue is not resolved within 10 days, a loaner vehicle should be considered. Contractors shall have an effective system in place to allow agencies to speak with a representative about an issue in a timely manner. The TRIPS program staff shall be available to assist when a timely resolution has not been determined and/or implemented and down time has become excessive. Additionally, the purchaser and the TRIPS program

reserve the right to require vehicle manufacturer on-site assistance.

5.3.0 REPAIRS BY CONTRACTOR

The purchaser shall make the vehicle available to Contractor for repairs in a timely manner considering the Contractor's schedule and course of action referenced in 5.2.0. Contractor shall provide at its own expense all parts, tools and space required to complete repairs.

5.4.0 REPAIRS BY THE PURCHASER (In-house Warranty)

The Contractor may authorize a purchaser's service department to perform warranty service. The Contractor is responsible for monitoring that the agency receives correct replacement parts, return shipping and proper labor reimbursements in a timely manner. Purchasers that perform in-house warranty are responsible for completing repairs in a timely manner in accordance with the course of action referenced in 5.2.0. Contractor shall provide on-line or paper systems including necessary forms to carry out the provisions of all in-house warranty.

Monthly (or at a period to be mutually agreed upon) reports of all repairs covered by this warranty shall be submitted by the purchaser to the contractor for reimbursement of parts and labor.

If the purchaser performs warranty repairs in-house, it shall follow the manufacturer's service and maintenance recommendations as provided by requirements in Part 1, Section 1.22, Service and Maintenance Manuals.

5.4.1 PARTS

Parts supply for in-house warranty repairs shall be considered as a part of the course of action referenced in 5.2.0. If purchaser uses their in-stock parts or purchases parts for in-house warranty they shall be reimbursed at cost plus 2 percent for the failed parts and related parts/fluids that must be replaced as a result of the failure and repair. The purchaser shall provide parts invoices when requesting reimbursement.

Contractor may supply parts at no cost directly to purchaser for in-house warranty. In each case, parts shall be shipped prepaid, overnight, and no later than the next business day from receipt of the parts request.

Contractor may supply parts to purchaser for in-house warranty by way of in-stock consignment parts at the purchaser's location when applicable. In this case consignment parts stock levels shall be adjusted with no cost to the purchaser.

Contractor may request that failed parts covered by warranty are returned to a specified location or the manufacturing plant. The total cost for this action shall be paid by the Contractor. Parts should be returned in accordance with contractor's instructions.

5.4.2 LABOR

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

5.4.3 PARTS AND LABOR REIMBURSEMENT

For reimbursement of parts and labor Contractor shall provide on-line or paper systems including necessary forms to carry out the provisions of all in-house warranty.

5.5.0 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse, negligence, accident or that has been altered in any way without Contractor approval that adversely affects its performance, safety and reliability. The warranty shall also be void if the purchaser fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in Contractor's maintenance manuals.

5.6.0 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items and normal wear items such as tires and brake pads. Items furnished by the purchaser such as radios, fare boxes and other auxiliary equipment are not covered under this contract warranty unless such equipment is damaged by the failure of a

warrantied part or component.

5.7.0 FLEET DEFECTS

A fleet defect is defined as the cumulative failure of the same components in the same or similar application where such items are covered by warranty.

5.8.0 SCOPE OF FLEET DEFECT WARRANTY PROVISIONS

Contractor shall correct a fleet defect under the warranty provisions defined in Section 5.2.0. When the corrective action is identified the Contractor shall also promptly undertake and complete a work program to prevent the occurrence of the same defect in all additional vehicles purchased under this contract. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. For each vehicle involved in a fleet defect, the extended warranty shall begin on the date that the defect was corrected.

5.9.0 EXCEPTIONS TO FLEET DEFECTS PROVISIONS

Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear to such items as seats, floor covering, windows, interior trim, paint and noncompliance with recommended maintenance practices. The provisions shall not apply to purchaser supplied items such as fareboxes, two-way radios, etc.

5.10.0 CONTRACTORS RESPONSIBILITY

Contractors are responsible for all aspects of the warranty process. This includes scheduling, coordinating and monitoring all warranty repairs and parts replacements until they are fully resolved. This applies to the OEM chassis, bus manufacturer and vendor related warranty work. When two or more subcomponents are tied together by design to create a functional system and those subcomponents are provided or installed by different manufacturers, TRIPS expects the Contractor/Manufacturer to have agreements in place that minimize vehicle down time due to component suppliers' warranties and processes. TRIPS reserves the right to view these agreements at any time. Contractors are to coordinate with agencies to provide qualified warranty repairs with minimal disruption to agencies.

5.11.0 PURCHASERS' RESPONSIBILITY

Purchasers are responsible for Conducting normal inspections and scheduled preventive maintenance procedures as recommended in Contractor's maintenance manuals, for entering warranty requests in the TRIPS DATAcenter, to work with the contractor to develop a course of action, to make vehicles available for warranty repairs and when performing in-house warranty, to complete repairs in a timely manner in accordance with the determined course of action and to follow parts and labor agreements

5.12.0 WARRANTY REPORTING

The contractor is required to maintain an in-house database to record any reported and actionable warranty repair. Detailed warranty reports shall be provided on a quarterly basis to the TRIPS Program Manager.

PART 6

PAINT SCHEMES



Contract #TRIPS-19-MV-FTS

LOWERED FLOOR MINIVAN TYPE TRANSIT VEHICLES

PAIN T SCHEMES

#TRIPS-19-MV-FTS

6.1.0 EXTERIOR VEHICLE IDENTIFICATION

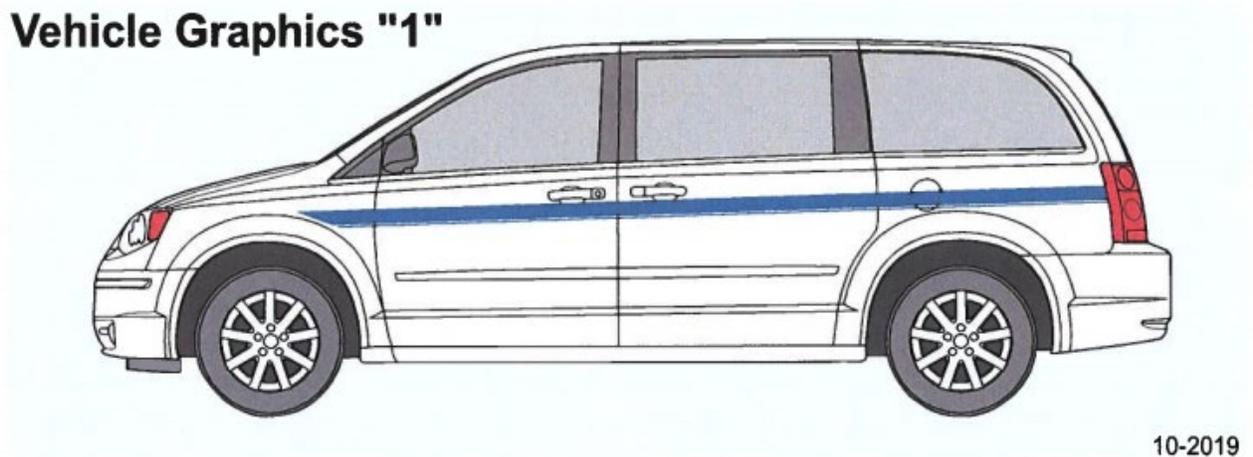
- 6.1.1 Individual corporate logos, agency name in specific size block lettering, reflective material, vinyl wrap or other vehicle identification requested by the Purchaser will be negotiated separately between the Purchaser and the Contractor outside of the TRIPS contract, but included in the final Purchase Order specifications and pricing for each vehicle.
- 6.1.2 FDOT assigns a specific number to each vehicle purchased using its Capital funding sources. The identification shall be displayed as **FDOT #000000** in 3M reflective material, or approved equal, Helvetica Medium two inch lettering/numbering. The numbering will be displayed on the rear and front of the vehicle at locations agreed to by TRIPS. It will be the Contractor's responsibility to obtain this number from FDOT and post on the vehicle at delivery or immediately thereafter.

6.2.0 INTERIOR VEHICLE IDENTIFICATION

Manufacturer must post a "maximum capacity" of each vehicle placard on the interior bulkhead. It must be visible from within the vehicle, mounted as far forward as practical. Lettering to be a minimum of 2 inches.

**PAINT SCHEME #1
Optional**

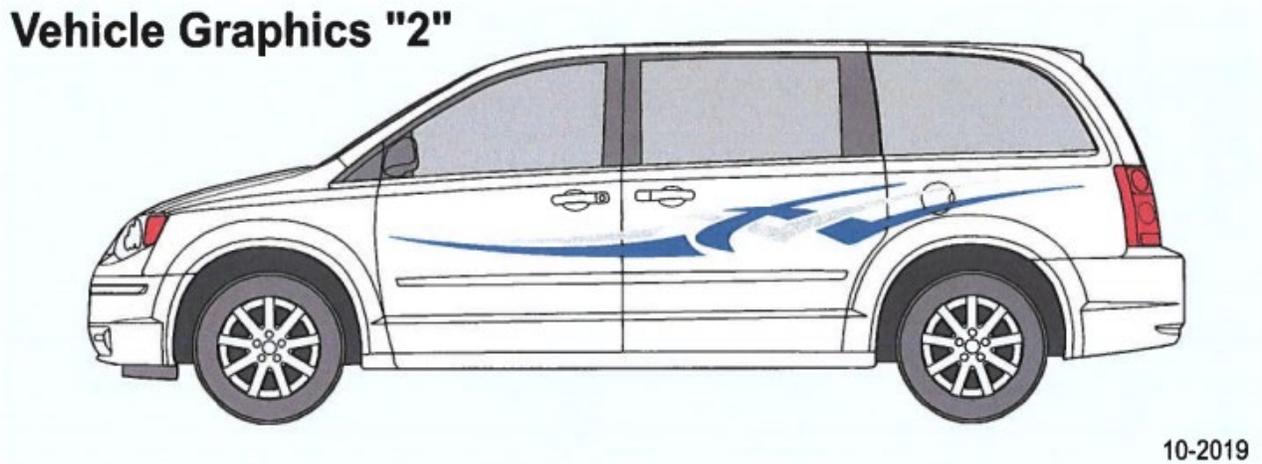
Vehicle Graphics "1"



10-2019

PAINT SCHEME #2
Optional

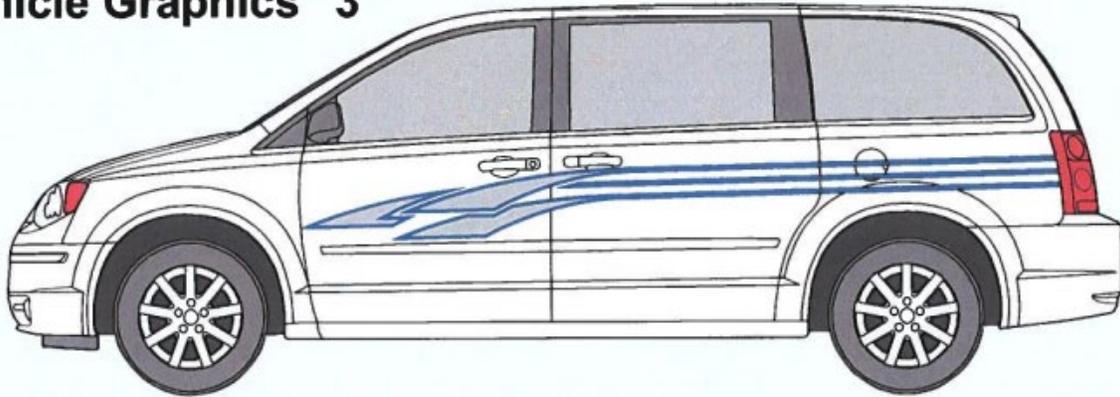
Vehicle Graphics "2"



10-2019

PAINT SCHEME #3
Optional

Vehicle Graphics "3"



10-2019