

RESOLUTION NO. 2017 - 206

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PURCHASE FOUR (4) GLAVAL CUTAWAY TRANSIT VEHICLES (BUSES) FOR ST. JOHNS COUNTY COUNCIL ON AGING**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with Getaway Bus, Inc. to purchase four (4) Glaval Cutaway Transit Vehicles ("Buses"); and

**WHEREAS**, through the County's piggybacking off the FDOT Public Transit Office under the Transit Research Inspection Procurement Services Program ("TRIPS") contract #TRIPS-17-CA-GB(Glaval Cutaway Transit Vehicles), Getaway Bus, Inc. was selected as the most qualified respondent to enter into a contract with the County for purchase of the Buses; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the Contract (incorporated herein by this reference) and finds that entering into the Contract serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to purchase four (4) Glaval Cutaway Transit Vehicles from Getaway Bus, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute a Purchase Order with Getaway Bus, Inc. on behalf of the County for the purchase of four (4) Glaval Cutaway Transit Vehicles as specifically provided in FDOT Public Transit Office under the Transit Research Inspection Procurement Services Program ("TRIPS") contract #TRIPS-17-CA-GB in the amount of \$392,872.00.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 20 day of June, 2017.

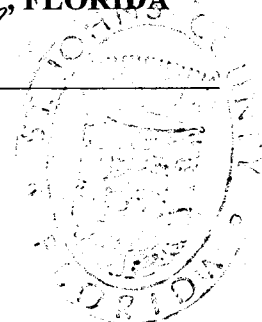
**ATTEST:** Hunter S. Conrad, Clerk

By: Pam Heltzman  
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
James K. Johns, Chair

**RENDITION DATE** 6/22/17



# **PART 1**

## **GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS**



**Contract #TRIPS-17-CA-GB-C**

**CUTAWAY TRANSIT VEHICLES**

**Contract # TRIPS-17-CA-GB-C**

**GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS**

**1.1 SCOPE**

Notice is hereby given that the Transit Research Inspection Procurement Services Program (TRIPS) will establish a statewide Purchasing Agreement with Getaway Bus (herein known as contractor) and Glaval Bus (herein known as manufacturer) for the manufacture and delivery of 2017 model year:

**STANDARD CUTAWAY CHASSIS TYPE TRANSIT VEHICLES**

Minimum and maximum quantities are established as follows:

	<u>MIN</u>	<u>MAX</u>
<b>STANDARD CUTAWAY TYPE TRANSIT VEHICLES</b>	<b><u>0</u></b>	<b><u>750</u></b>

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**.

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 Contractor may request an increase in the second stage production costs after, or in conjunction with, the chassis increase request being received by the TRIPS Program Administrator. The TRIPS will compute the second stage costs utilizing the formula explained

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in **Exhibit 1, FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION**. A final annual adjustment will then be authorized after combining the chassis increase with the second stage increase, if any. The date found on the Manufacturer's letter, stating the new chassis cost, shall be the month used as the future Re-comp month for chassis only increases.

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.

This contract includes the following, incorporated herein:

- Part 1** - 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**

**1.2 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 2: FDOT District Offices**.
- c. Failure to coordinate delivery may result in delay of vehicle being "signed for" as

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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 3: Vehicle Delivery Checklist** contains a list of the minimum required items at delivery.
- g. Delivery to Purchaser is to be completed within ten (10) calendar days of receipt of vehicle at Contractor's site. Delivery shall be determined by signed receipt of the contact person or their designee, at the point of delivery. Further, since a common carrier is an independent concern, any delay in delivery resulting from the common carrier's operations, accident, or mechanical failures on route will be considered a cause beyond the control of the Contractor, provided vehicles were delivered to said carrier in ample time for delivery within normal operating conditions. Odometer readings cannot exceed 3,000 miles at time of final delivery of completed buses to agency(s). There will be one dollar (\$1.00) per mile charge for each vehicle with an odometer reading in excess of 3000 miles. Under NO circumstances are tow vehicles to be attached to any buses.
- h. In case delivery of completed units under this Purchasing Agreement shall be necessarily delayed because of weather, strike, injunctions, government controls, or by reason of any cause or circumstances beyond control of the Contractor, the time for completion of delivery shall be extended by the number of days to be determined in each instance in writing and by mutual agreement between the parties.
- i. All units shall consist of new parts and materials and in no case will used components

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or reconditioned or obsolete parts be accepted. Any one part or component shall be an exact duplicate in manufacture and design as well as construction as all others proposed for each unit. Manufacturers must incorporate, in the units proposed, the newest technological advancement in order to achieve maximum service life and an attractive modern appearance.

- j. All vehicle data must be entered into the TRIPS 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, Erin Schepers at erin.schepers@dot.state.fl.us 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.

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

- k. Any vehicle delivered by the Contractor that does not comply with specifications, conditions, and requirements shall be considered not accepted.
- l. If a vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts furnished and installed by the Contractor at no cost to the Purchaser. In the event work is involved, whether warranty or otherwise, in repairing or placing the vehicle(s) in proper condition, then such repairs shall be made by an approved firm.
- m. Delivery of vehicle(s) by the Contractor does not constitute acceptance by the Purchaser. Vehicle(s) shall be considered "accepted" upon the inspection by the Purchaser and the issuance of a "Letter of Acceptance" to the Contractor. Purchaser will perform a post-delivery inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Contractor, stating areas found to be in non-compliance with the 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

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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.

o. **Training:**

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

(Training will often be provided in conjunction with component supplier)  
“Certificates of Training” will be provided for all component training classes.

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

- Engine type and proper type of fuel
- How to check coolant level and type of coolant required
- Function of all controls on the OEM
- Function of all controls on the second stage driver control panel
- Identify location of and function of controls of all add-on equipment such as A/C, wheelchair ramp, restraint systems, etc.
- Locate and identify all alarms
- Locate and identify tire pressure ID plate
- Location of battery and how to service
- Location of Multiplexing components and their use
- Location of Event Data Recorder and demonstrate data download
- Location and inspection of Fire Suppression system

**1.3 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 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

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be paid by the Purchaser. Such taxes, as may be included, must be identified as to amount(s) and type of tax.

**1.4 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.

**1.5 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.

**1.6 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.

**1.7 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.

**1.8 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

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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.

**1.9 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.

**1.10 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**

**1.11 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.

**1.12 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.

**1.13 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

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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.

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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.

**1.14 BUY AMERICA**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 65 percent domestic content.

**1.15 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.

**1.16 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.

**1.17 CLEAN WATER**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**1.18 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.

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**1.19 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

The Contractor agrees to comply with 49 U.S.C. § 5323(I) 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.

**1.20 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.

**1.21 ACCESS TO RECORDS AND REPORTS**

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

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller

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General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- b. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- d. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5303(a)1) through other than competitive proposing, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- e. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f. The Contractor agrees to maintain all books, records, accounts and reports required under this Purchasing Agreement for a period of not less than three years after the date of termination or expiration of this Purchasing Agreement, except in the event of litigation or settlement of claims arising from the performance of this Purchasing Agreement, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized

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representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I) (11).

**1.22 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.

**1.23 CLEAN AIR**

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

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

**1.24 RECYCLED PRODUCTS**

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

**1.25 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

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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.

**1.26 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.

**1.27 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.

**1.28 TERMINATION**

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- 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.

**1.29 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS** - Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

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

authorized in writing by the TRIPS.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under Paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the TRIPS may pursue available remedies including suspension and/or debarment.

**1.30 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.

**1.31 CIVIL RIGHTS**

The following requirements apply to the underlying contract:

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- 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.

### **1.32 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.

### **1.33 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.

**1.34 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.

**1.35 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.

**EXHIBIT 1**

**FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION**

Escalation will be calculated based on the following formula, which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) Industry Data. **Industry: Motor Vehicle Body Manufacturing; Product: Buses and Firefighting vehicles, complete, produced on purchased chassis; Series ID: PCU3362113362117\*\*** In no event will the prices for any purchase release exceed, by more than 5%, the price(s) that would have been in effect twelve (12) months prior to the date of the release or the base price of the purchase order release if less than twelve (12) months after the initial contract award.

<b><u>Index Point Change</u></b>	<b><u>Examples</u></b>
PPI Index: Future Re-comp Month .....	141.1
Less PPI Index: Base Award Month .....	137.5
Equals Index Point Change .....	3.5

<b><u>Index Percent Change</u></b>	<b><u>Examples</u></b>
Index Point Change .....	3.5
Divided by PPI Index: Base Award Month .....	137.5
Equals .....	0.0254
Results multiplied by 100 equals Percent Change .....	2.54%

Total price of standard bus	=	\$42,850.00
Minus price of chassis	=	\$27,050.00
Equals total second stage price	=	\$15,800.00

“Certain Dollar Amount” = Cost of second stage price divided by 100

Certain Dollar Amount =  $15,800 / 100 = 158$

Price of second stage will change \$158.00 per 1 percent movement in the producer price index (PPI)

In this example, 2.54% times \$158.00 equals \$401.32. This could be added to the total cost of the add-ons per bus. Chassis increase would be added separately per instructions in Section 1.2. Once recompilation of second stage pricing is completed, the last Re-comp month becomes the new award month.

\*\* = *If discontinued, Category PCU3362113362119 “Other Trucks/Vehicles, complete, produced on purchased chassis:” will be used.*

**NOTE: These figures provided for illustrative purposes only.**

**EXHIBIT 2**

**FDOT DISTRICT OFFICES**

**Debbie Stephens**

FDOT District One  
PO Box 1030  
Fort Myers, FL 33902-10  
(239) 225-1982

**Kathy Rudd**

FDOT District Three  
1074 Hwy 90  
Chipley, FL 32428-0607  
(850) 330-1549

**Sophia Villavicencio**

FDOT District Five  
133 S. Semoran Blvd.  
Orlando, FL 32807  
(407) 482-7887

**Elba Lopez**

FDOT District Seven  
11201 N. McKinley Dr.  
Tampa, FL 33612-6403  
(813) 975-6402

**Janell Damato**

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

**Jayne Pietrowski**

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

**Raymond Freeman**

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

**EXHIBIT 3**

**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
- FDOT AMP Draw Analysis Worksheet

**TRIPS PURCHASING AGREEMENT # TRIPS-17-CA-GB-C**

**PRE-AWARD REVIEW CERTIFICATIONS**

Edward Bart, acting on behalf of agencies purchasing vehicles under the contract established by TRIPS Proposal # TRIPS-17-CA-RFP, certifies the following:

**I. PRE-AWARD BUY AMERICA COMPLIANCE CERTIFICATION**

As required by Title 49 of the CFR, Part 663 - Subpart B, the recipient is satisfied that the buses to be purchased from Getaway Bus meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and cost of final assembly.

Date: March 21, 2017

Signature:  Title: Program Administrator

**II. PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION**

As required by Title 49 of the CFR, Part 663 - Subpart B, the buses to be purchased from Getaway Bus are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Date: March 21, 2017

Signature:  Title: Program Administrator

**III. PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

As required by Title 49, of the CFR, Part 663 - Subpart D, a copy of Getaway Bus self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571 has been submitted.

Date: March 21, 2017

Signature:  Title: Program Administrator

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

**1. PROPOSAL ACKNOWLEDGMENT**

Gentlemen:

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

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

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

**Transit Research Inspection Procurement Services Program**

**TRIPS CONTRACT PROPOSAL #TRIPS-17-CA-RFP**

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

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

Addendum 1

Addendum 2

Addendum 3

**DEALER**

Date 4/4/17  
Signature [Handwritten Signature]

Company Name Florida Transportation Systems, Inc  
Title Commercial Sales Manager

**MANUFACTURER**

Date 4-6-17  
Signature [Handwritten Signature]

Company Name Goshen Coach  
Title Bid Manager

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## 9. STANDARD ASSURANCES

Federal Requirements for Invitation for Proposal

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

Comptroller General's Proposer's Certification

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

Other Assurances

I, Les Burres, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license #VF10363001.

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

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

DEALERMANUFACTURERDate 12/20/16Date 12-2-16Signature [Signature]Signature [Signature]Company Name Getaway BusCompany Name OLAVAL BUSTitle Contract AdministratorTitle GENERAL MANAGER

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

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

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

**DEALER**

**MANUFACTURER**

Date 12-20-16

Date 12-20-16

Signature [Signature]

Signature [Signature]

Company Name Getaway Bus

Company Name CLAVAL BUS

Title Contract Administrator

Title GENERAL MANAGER

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

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

**DEALER**

**MANUFACTURER**

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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Office of Freight, Logistics and Passenger Operations**

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**11. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER  
ROLLING STOCK AND ASSOCIATED EQUIPMENT**  
*(Applicable to purchases over \$100,000.00)*

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

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

**DEALER**

**MANUFACTURER**

Date 12-20-16

Date 12-20-16

Signature [Handwritten Signature]

Signature [Handwritten Signature]

Company Name Getaway Bus

Company Name GLAVAL BUS

Title Contract Administrator

Title GENERAL MANAGER

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

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

**DEALER**

**MANUFACTURER**

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

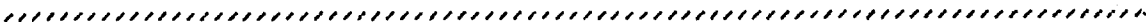
Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_



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

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

Certificate of Compliance

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

DEALER

MANUFACTURER

Date 12-20-16

Date 12-2-16

Signature [Handwritten Signature]

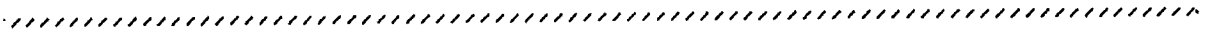
Signature [Handwritten Signature]

Company Name Getaway Bus

Company Name FLAVIA BUS

Title Contract Administrator

Title GENERAL MANAGER



Florida Department of Transportation  
Office of Freight, Logistics and Passenger Operations

Part 1

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

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

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

DEALER

MANUFACTURER

Date 12-20-16

Date 12-2-16

Signature [Handwritten Signature]

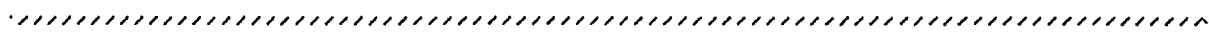
Signature [Handwritten Signature]

Company Name Getaway Bus

Company Name GLAVAL BUS

Title Contract Administrator

Title GENERAL MANAGER



Florida Department of Transportation  
Office of Freight, Logistics and Passenger Operations

Part 1

14. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

DEALER

MANUFACTURER

Signature of Contractor's Authorized Official:

[Signature]

Name and Title of Contractor's Authorized Official:

LES BARRAS, Contract Administrator

Date 12-20-16

Signature of Contractor's Authorized Official:

[Signature]

Name and Title of Contractor's Authorized Official:

PHIL HAYES, GENERAL MANAGER

Date 12-2-16

Florida Department of Transportation  
Office of Freight, Logistics and Passenger Operations

Part 1

15. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION

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

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

DEALER

MANUFACTURER

Date 12-20-16

Date 12-2-16

Signature [Handwritten Signature]

Signature [Handwritten Signature]

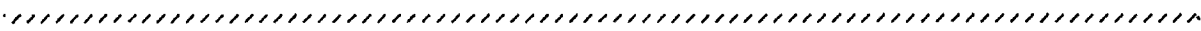
Company Name Gateway Bus

Company Name GLAVAL BUS

Title Contract Administrator

Title GENERAL MANAGER

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



Florida Department of Transportation  
Office of Freight, Logistics and Passenger Operations

Part 1

16. MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

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

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

DEALER

MANUFACTURER

Date 12-20-16

Date 12-2-16

Signature [Handwritten Signature]

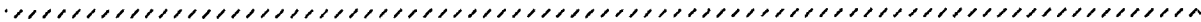
Signature [Handwritten Signature]

Company Name Getaway Bus

Company Name FLORAL BUS

Title Contract Administrator

Title GENERAL MANAGER



**17. TITLE VI CIVIL RIGHTS ACT OF 1964  
CONTRACTOR AGREEMENT**

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

(1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Purchasing Agreement.

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

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

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

17. TITLE VI CIVIL RIGHTS ACT OF 1964

CONTRACTOR AGREEMENT

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

- (a) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the Purchasing Agreement, in whole or in part.

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

DEALER

MANUFACTURER

Date 12-20-16

Date 12-2-16

Signature [Handwritten Signature]

Signature [Handwritten Signature]

Company Name Getaway Bus

Company Name GENERAL GLAVAL BUS

Title Contract Administrator

Title GENERAL MANAGER

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

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

DEALER

MANUFACTURER

Date 12-20-16

Date 12-2-16

Signature [Handwritten Signature]

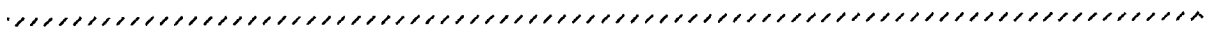
Signature [Handwritten Signature]

Company Name Getaway Bus

Company Name GENERAL BUS

Title Contract Administrator

Title GENERAL MANAGER



19. DEBARRED BIDDERS / INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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

DEALER

MANUFACTURER

Date 12-20-16

Date 12-2-16

Signature [Handwritten Signature]

Signature [Handwritten Signature]

Company Name Getaway Bus

Company Name PLANA BUS

Title Contract Administrator

Title GENERAL MANAGER

20. E-VERIFY CERTIFICATION

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

- 1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
- 2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

DEALER

MANUFACTURER

Date 12-20-16

Date 12/8/16

Signature [Handwritten Signature]

Signature [Handwritten Signature]

Company Name Getaway Bus

Company Name GLAVAL BUS

Title Contract Administrator

Title GENERAL MANAGER



**TERMS OF PAYMENT**

**FORM F**

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 12-20-16

Signature [Handwritten Signature]

Company Name Getaway Bus

Title Contract Administrator

# BAFO

## PRICE PROPOSAL FORM A

(Base Gas Engine Vehicle Price)

Base vehicle **includes** base W/C lift, base fire suppression, and base A/C

CHASSIS	CHASSIS PRICE
<b>Cutaway Type Vehicle Chassis</b> Chassis Manufacturer <u>Ford Transit Gas</u> Chassis GVWR (pounds) <u>10,360</u> Vehicle length (feet/inches) <u>21' 8"</u>	\$ <u>19,485</u>
SECOND STAGE BODY	SECOND STAGE PRICE
Second Stage Body Design/Model <u>Glaval / Commute</u>	\$ <u>43,795</u>
<b>TOTAL PRICE</b>	\$ <u>63,280</u>

**TERMS OF PAYMENT**

**FORM F**

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 12-20-16

Signature [Handwritten Signature]

Company Name Getaway Bus

Title Contract Administrator