

PART 1

GENERAL REQUIREMENTS, CONDITIONS AND CONTRACTUAL PROVISIONS



Contract #TRIPS-15-MB-CB

**Mobility Works Mini Bus
*With ADA Option***

CONTRACT # TRIPS-15-MB-CB

GENERAL REQUIREMENTS, CONDITIONS and 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 **Creative Bus Sales**; hereby known as the “Contractor” and/or “Dealer”, for the manufacture and delivery of 2016 model year:

Mobility Works Mini Bus With ADA Option Type Vehicles

This contract is based on the representations, documents and descriptions submitted by Creative Bus Sales, in response to TRIPS Request For Proposals (RFP) #TRIPS-15-MB-RFP issued February 23rd, 2015.

1.2 QUANTITIES

Minimum and maximum quantities are established as follows:

	<u>MIN</u>	<u>MAX</u>
Mobility Works Mini Bus With ADA Option Type Vehicles	<u>0</u>	<u>500</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.

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

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

Part 1 - Solicitation, General Requirements & Conditions, Contractual Provisions

Part 2 - Technical Specifications

Part 3 - Options

Part 4 - Quality Assurance Provisions

Part 5 - Warranty Provisions

Part 6 - Paint Schemes

1.3 TRAINING REQUIREMENTS

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

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

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

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

1.4-1.14 REMOVED

1.15 DEALER QUALIFICATION

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

- a. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this Purchasing Agreement.
- b. Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.
- c. Has adequate working capital or the ability to obtain working capital to finance the manufacturer of the vehicle.
- d. Has the ability to comply with all federal, state, and local regulations including, but not limited to, Buy America (49 CFR 661), New Bus Testing, Chapter 287 of the Florida Statutes, and the Americans with Disabilities Act.
- e. Has the ability to certify by completing Certification of Compliance with Disadvantaged Business Regulations Form that acknowledges that this procurement is subject to the provisions of 49 CFR Section 23 .67.
- f. Has a current in-plant Quality Assurance Program and “fully meets” the OEM body-builders program requirements.

GENERAL REQUIREMENTS AND CONDITIONS

1.16 DELIVERY AND ACCEPTANCE

- a. Completed units are to be delivered to purchaser within ninety (90) days from receipt of 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, and 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 vans 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 vans.

- h. In case delivery of completed units under this Purchasing Agreement shall be necessarily delayed because of weather, strike, injunctions, government controls, or by reason of any cause or circumstances beyond control of the Contractor, the time for completion of delivery shall be extended by the number of days to be determined in each instance in writing and by mutual agreement between the parties.
- i. All units shall consist of new parts and materials and in no case will used components or reconditioned or obsolete parts be accepted. Any one part or component shall be an exact duplicate in manufacture and design as well as construction as all others proposed for each unit. Manufacturers must incorporate, in the units proposed, the newest technological advancement in order to achieve maximum service life and an attractive modern appearance.
- j. All vehicle data must be entered into the TRIPS 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 Program Manager, Erin Schepers at erin.schepers@dot.state.fl.us to set up an inspection appointment. Information in the email should include the following:

- **Anticipated delivery date**
- **Number of vehicles**
- **Note: all inspections require drop off – no “while you wait” inspections available under this contract**

The TRIPS Manager will schedule the inspection and provide a confirmation to the Dealer via email. A copy of the sales order and build order should be sent to the TRIPS Manager once an inspection date has been established. Each vehicle delivered to the SBTIF shall have a complete set of “as built” wiring diagrams. The Dealer should see that all noted write-ups are corrected prior to the final delivery to the procuring agency. This inspection by TRIPS is not represented as being “all inclusive” and in no way relieves the Dealer from the required PDI.

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

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

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

1.17 FEDERAL AND STATE TAX

The 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 \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. Pre-award domestic content worksheet(s) must be provided with proposal.

1.29 CARGO PREFERENCE-USE OF UNITED STATES-FLAG VESSELS

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

1.30 ENERGY CONSERVATION

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

1.31 CLEAN WATER

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

1.32 BUS TESTING

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

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

1.33 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

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

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

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

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

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

1.35 ACCESS TO RECORDS AND REPORTS

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

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the 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 representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I) (11).

1.36 FEDERAL CHANGES

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

1.37 CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued

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

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

1.38 RECYCLED PRODUCTS

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

1.39 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

1.40 NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

1.41 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

1.42 TERMINATION

- a. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the TRIPS may terminate this Purchasing Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- b. If it is later determined by the TRIPS that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of or are beyond the control of the Contractor, the TRIPS, after setting up a new delivery of

performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

- a. By signing and submitting this proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the TRIPS may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the TRIPS if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the TRIPS for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the TRIPS.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by

which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under Paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the TRIPS may pursue available remedies including suspension and/or debarment.

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

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

1.45 CIVIL RIGHTS

The following requirements apply to the underlying contract:

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

requirements apply to the underlying contract:

- (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (3) Disabilities - In accordance with section 103 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.46 BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this Purchasing Agreement which are not resolved by

agreement of the parties shall be decided by the Florida Department of Transportation. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Florida Department of Transportation. Any appeal of decisions of the Florida Department of Transportation shall be filed and administered by the "Administrative Procedures Act," Chapter 120, Florida 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 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantees' requests that would cause the grantee to be in violation of the FTA terms and conditions.

EXHIBITS

LIST OF EXHIBITS

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

TRIPS PURCHASING AGREEMENT # TRIPS-15-MB-CB


PRE-AWARD REVIEW CERTIFICATIONS

Edward Bart, acting on behalf of agencies purchasing vehicles under the contract established by TRIPS Proposal # TRIPS-15-MB-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 Creative Bus Sales, Inc. 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: December 10, 2015

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 Creative Bus Sales, Inc. 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: December 10, 2015

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 Creative Bus Sales, Inc. 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: December 10, 2015

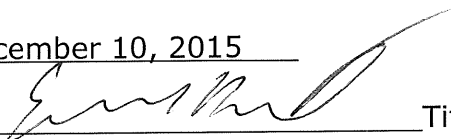
Signature:  Title: Program Administrator

Exhibit 1

Florida Department of Transportation
Public Transit Office

Part 1

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-15-MB-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:

Received Addendum #1 3-18-2015
Received Addendum #2 5-25-2015
Received Addendum #3 7-6-2015

DEALER

Date 4-15-2015
Signature Roy Cullen
Company Name Creative Bus Sales Inc.
Title Contract Manager

MANUFACTURER

Date 4/15/2015
Signature Kurt Ruhn
Company Name WMK, Inc. dba Mobility Works
Title BUSINESS MANAGER

TRIPS-15-MB-RFP

February 2015

8. STANDARD ASSURANCES

Federal Requirements for Invitation for Proposal

I, Ray Cullers, 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

Creative Bus Sales Inc. 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, Ray Cullers, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license # VF 10363001

Creative Bus Sales Inc. 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.

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

DEALER

Date 4-15-2015
Signature Ray Cullers
Company Name Creative Bus Sales Inc
Title Contract Manager

MANUFACTURER

Date 4/15/15
Signature Kurt A. Riche
Company Name WMK, INC. dba Mobility Works
Title Business Manager

9. 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

Date 4-15-15
Signature Ray Cull
Company Name Creative Bus Sales Inc
Title Contract Manager

MANUFACTURER

Date 4/15/15
Signature Kenneth Fildes
WMK, INC. dba Mobility Works
Company Name dba Transit Works
Title Business 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

Date _____
Signature _____
Company Name _____
Title _____

MANUFACTURER

Date _____
Signature _____
Company Name _____
Title _____

**10. 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

Date 4-15-2015

Signature Roy Cullen

Company Name Creative Bus Sales Inc

Title Contract Manager

MANUFACTURER

Date 4/15/15

Signature [Signature]
WMK, INC. dba MobilityWorks

Company Name dba Transit Works

Title Business 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

Date _____

Signature _____

Company Name _____

Title _____

MANUFACTURER

Date _____

Signature _____

Company Name _____

Title _____

**11. 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

Date 4-15-2015
Signature Ray Cullen
Company Name Creative Bus Sales Inc.
Title Contract Manager

MANUFACTURER

Date 4/15/15
Signature Kent A. Richard
WMK, INC. dba Mobility Works
Company Name dba TRANSIT Works
Title Business Manager

Ford Transit Buy America Pre-Award Worksheet (Vehicle Conversion) "FDOT" (Transit 350 LWB MR WAGON)

COMPONENT / Subcomponent	MANUFACTURER	LOCATION	% OF TOTAL COST	USA MFRD PURCHASE COST ON ORDER
WOOD FLOOR				
Engineered Wood Floor	Reserve Lumber	Rocky River, OH	0.062526053	\$600.00
Altro Flooring	Compass Flooring (\$340.00)	United Kingdom		
Drive Shaft Loops	CNC	Wooster, OH	0.010942059	\$105.00
Backup Alarm	Magnadyne	Carson, CA	0.006252605	\$60.00
"L" Track for Lift Vans	Q'Straint	Atlanta, GA	0.083336807	\$800.00
Reflective Window Tint (Max 31% light transmittance)	Solargard	San Diego, CA	0.031263026	\$300.00
Freedman Seats (Max seat layout)	Freedman Seating	Chicago, IL	0.485202168	\$4,656.00
Paint	PPG	College Station, TX	0.041684035	\$400.00
Rustproofing (Primer)	PPG	College Station, TX	0.010421009	\$100.00
Deluxe Medical Truck Kit	Darling Fire & Safety	Cleveland, OH	0.002605252	\$25.00
5# Fire Extinguisher	Darling Fire & Safety	Cleveland, OH	0.003647353	\$35.00
Triangle Warning Kit	Darling Fire & Safety	Cleveland, OH	0.003647353	\$35.00
(2) Seat Belt Cutters	Q'Straint	Ft. Lauderdale, FL	0.001563151	\$15.00
Body Spill Kit in Storage Box	Bus Parts Warehouse	Manilus, NY	0.002605252	\$25.00
O2 Holder	Mor/Ryde	Elkhart, IN	0.010421009	\$100.00
G-force accelerometer and recorder	Signal Quest	Lebanon, NH	0.177157149	\$1,700.00
6" Reflective Tape Stripe	PPG	College Station, TX	0.031263026	\$300.00
Upfit % American Made (Labor not Included)			96.46%	
Total unit cost conversion (does not include freight)				Total Labor Hours
				Total LABOR Hours Cost
				\$9,596.00

Final assembly point will be Akron, Ohio. At this location the raw chassis is converted into a **Transporter**, complete and ready for use.

Ford Transit Buy America Pre-Award Worksheet (Vehicle Conversion) "FDOT" (Transit 350 LEBEL HR WAGON)

COMPONENT / Subcomponent	MANUFACTURER	LOCATION	% OF TOTAL COST	USA MFRD PURCHASE COST ON ORDER
WOOD FLOOR				
Engineered Wood Floor	Reserve Lumber	Rocky River, OH	0.040042712	\$600.00
Altro Flooring	Compass Flooring (\$340.00)	United Kingdom		
Drive Shaft Loops	CNC	Wooster, OH	0.007007475	\$105.00
Backup Alarm	Magnadyne	Carson, CA	0.004004271	\$60.00
"L" Track for Lift Vans	Q'Straint	Atlanta, GA	0.053390283	\$800.00
Double Out Bus Doors at Cargo Entrance	AMD	Elkhart, IN	0.320341698	\$4,800.00
Reflective Window Tint (Max 31% light transmittance)	Solargard	San Diego, CA	0.020021356	\$300.00
Freedman Seats (Max seat layout)	Freedman Seating	Chicago, IL	0.349305926	\$5,234.00
Paint	PPG	College Station, TX	0.026695141	\$400.00
Rustproofing (Primer)	PPG	College Station, TX	0.006673785	\$100.00
Deluxe Medical Truck Kit	Darling Fire & Safety	Cleveland, OH	0.001668446	\$25.00
5# Fire Extinguisher	Darling Fire & Safety	Cleveland, OH	0.002335825	\$35.00
Triangle Warning Kit	Darling Fire & Safety	Cleveland, OH	0.002335825	\$35.00
(2) Seat Belt Cutters	Q'Straint	Atlanta, GA	0.001001068	\$15.00
Body Spill Kit in Storage Box	Bus Parts Warehouse	Manilus, NY	0.002335825	\$35.00
O2 Holder	Mor/Ryde	Elkhart, IN	0.006673785	\$100.00
G-force accelerometer and recorder	Signal Quest	Lebanon, NH	0.113454351	\$1,700.00
6" Reflective Tape Stripe	PPG	College Station, TX	0.020021356	\$300.00
Upfit % American Made (Labor not Included)			97.73%	
Total unit cost conversion (does not include freight)				\$14,984.00
				Total Labor Hours
				Total LABOR Hours Cost

Final assembly point will be Akron, Ohio. At this location the raw chassis is converted into a **Transporter**, complete and ready for use.

**12. 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.

Not Required

DEALER

Date 4-15-2015
Signature Ray Cullen
Company Name Cientive Bus Sales Inc.
Title Contract Manager

MANUFACTURER

Date 4/15/15
Signature Kurt A. Nelson
Company Name WMK, Inc. dba Mobility Works
Title Business Manager

13. 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, Creative Bus Sales Inc, 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

Signature of Contractor's Authorized Official:

Ray Cullen

Name and Title of Contractor's Authorized Official:

Ray Cullen's Contract Manager

Date 4-15-2015

MANUFACTURER

Signature of Contractor's Authorized Official:

Kenneth Richards

Name and Title of Contractor's Authorized Official:

Kenneth Richards, Business Manager

Date 4/15/15

14. 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

Date 4-15-2015
Signature Roy Cullen
Company Name Creative Bus Sales Inc
Title Contract Manager

MANUFACTURER

Date 4/15/15
Signature Kenneth A. Rush
Company Name WMK, Inc. dba MobilityWorks
Title Business Manager

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



U.S. Department
of Transportation
**Federal Transit
Administration**

Headquarters

East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

October 20, 2014

Mobility Works
1090 W. Wilbeth Road
Akron, OH 44314

Attn: Cindy Poinar

Re: TVM DBE Goal Concurrence – Fiscal Year 2015

Dear Ms. Poinar:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Mobility Work's Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2015 for the period of October 1, 2014–September 30, 2015. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your FY 2015 DBE goal and determined that it is compliant with DOT's DBE regulations. You are eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2015 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by December 1, 2014. This report should reflect all FTA-funded contracting activity for the second period of FY 2014 (i.e., from April 1 to September 30).

Please also be mindful that your FY 2016 DBE goal methodology must be submitted to FTA by August 1, 2015. Therefore, you should publish your goal on or before June 17, 2015. Thank you for your cooperation. If you have any questions regarding this approval, please contact Britney Berry via e-mail at britney.berry@dot.gov.

Sincerely,

Dawn Sweet
Acting Title VI/DBE Team Leader
Office of Civil Rights

15. 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

Date 4-15-2015

Signature Reg Cullen

Company Name Creative Bus Sales Inc

Title Contract Manager

MANUFACTURER

Date 4/15/15

Signature Ken A. Nuber

Company Name WMK, Inc. dba Mobility Works
dba TRANSIT WORKS

Title Business Manager

16. 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.

(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.

16. TITLE VI CIVIL RIGHTS ACT OF 1964

CONTRACTOR AGREEMENT

(Continued)

(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

Date 4-15-2015
Signature Roy Cullins
Company Name Creative Bus Sales Inc
Title Contract Manager

MANUFACTURER

Date 4/15/15
Signature Karl A. [Signature]
Company Name WMK, Inc. dba Mobility Works
Company Name dba Transit Works
Title Business Manager

17. 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

Date 4-15-2015
Signature Roy Cullen
Company Name Creative Bus Sales Inc
Title Contract Manager

MANUFACTURER

Date 4/15/15
Signature Kurtis Nuhn
Company Name WMK, Inc. dba Mobility Works
dba Transit Works
Title Business Manager

18. DEBARRED BIDDERS / INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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

DEALER

Date 4-15-2015
Signature [Signature]
Company Name Creative Bus Sales Inc
Title Contract Manager

MANUFACTURER

Date 4/15/15
Signature [Signature]
Company Name WMK, INC. dba MobilityWORKS
Title Business Manager

19. 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

Date 4-15-2015
Signature Ray Cullen
Company Name Creative Bus Sales Inc
Title Control Manager

MANUFACTURER

Date 4/15/15
Signature Kurt H. Rich
Company Name WMR, INC. dba MobilityWorks
Title Business Manager

20. LIST OF TRANSIT SYSTEM REFERENCES AND CONTACT INFORMATION

DEALER

1. Lake County Public Transit
Ken Harley 352-323-5733
kharley@lakecountyfl.org
2. Hillsborough Area Regional Transit
Bob Andis 813-384-6713
andisr@gohart.org
3. RTS Gainesville
Paul Starling 352-393-7852
starlingpk@cityofgainesville.org
4. Broward County Transit
Paul Strobis 954-357-8321
pstrobis@broward.org
5. Lee County Transit
Bob Southall 239-533-0336
rsouthall@leegov.com

MANUFACTURER

1. National Mentor
Lisa Ellis 952-925-8027
lisa.ellis@thementornetwork.com
2. America Medical Response
Brian Haff 813-781-1299
brian.haff@amr.net
3. Ride-Away
Jim Jordan 561-586-1997
jjordan@ride-away.com
4. Provide A Ride
Alan Groedel 216-475-1001
agroedel@providearide.com
5. Mid South Bus
Cliff Walker 615-890-6368
cwalker@thebuscenter.com

EXHIBIT 2
PRICE PROPOSAL FORM A
BASE GAS VEHICLE PRICE

ITEM <i>(Submit separate Forms for each chassis type)</i>	PRICE
Mini Bus Type Vehicle Mini Bus Chassis Manufacturer <u>FORD</u> Mini Bus Model # <u>FT148WBMRSRW</u> Minimum Chassis GVW (pounds) <u>9000</u> Vehicle length (inches) 235.5	<i>(enter ONLY one chassis price)</i> \$42,410.00
<div>Includes upgraded A/C @ \$4,610</div> TOTAL	\$42,410.00

NOTE:

Interested proposers should submit separate and complete packets for each chassis and type of vehicle they wish to be considered by the TRIPS.

EXHIBIT 2
PRICE PROPOSAL FORM B
SEATING

ITEM <i>(price separately, do not combine)</i>	PRICE PER PERSON
<input type="checkbox"/> Mini Bus Standard Seat (3 PT)	\$600.00

Multiply the prices indicated above for the configuration listed below. Enter the total in Box A and on Proposal Form E.

No.	Type	
5	Standard Seat: Freedman 3PT	\$3,000.00
5	Childs Seat –Freedman ICS	\$3,600.00

TOTAL

Box A

\$6,600.00

This seating configuration is for Proposal Tabulation purposes only. Agencies will select floor plans from TRIPS approved floor plans when placing orders. Each proposer shall submit the floor plans which will be made available to the TRIPS. This (these) floor plans are to be the detailed drawings and shall be accompanied by a sample of the proposer's standard four wheel weight analysis as a pre-build projection. The finished vehicle cannot exceed GVWR, GAWR or four wheel weight limitations as established by the chassis manufacturer. Proposer, if successful, will be limited to offering TRIPS agencies only those floor plans submitted with their proposal.

EXHIBIT 2

SEAT UPHOLSTERY INFORMATION

COLOR SCHEMES & COLOR CODES

Each Proposer shall describe seating color schemes and provide color coding for seating material to be offered.

Mini Bus SEATING

Color Schemes & Color Coding:

BLUE CMI VINYL - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU.

BEIGE CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

GREY CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

EXHIBIT 2

PRICE PROPOSAL FORM C

PAINT SCHEME PRICE

Paint Scheme A FORD OEM SINGLE COLOR LUNAR SKY	\$150.00
Paint Scheme B FORD OEM SINGLE COLOR VERMLLION RED	\$150.00
Paint Scheme C FORD OEM SIGLE COLOR PUEBLO GOLD	\$150.00
TOTAL	\$450.00
<p>If an agency requires Vinyl Wrap, paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. <i>Exterior paint pricing shall reflect white base coat and reflective 6" white stripping.</i></p>	
<p>Proposer shall submit detailed drawing of its proposed scheme, see Part 6.</p>	

EXHIBIT 2

PRICE PROPOSAL FORM D

INDIVIDUAL PRICES OF OPTIONS

ITEM	DESCRIPTION	PRICE
3.1.1	Diesel – provide manufacturer and power rating. 3.2L Power Stroke I-5 Diesel 185HP @3000 RPM FT148EWBHRDRW (3.5L to Diesel Upgrade) FT148WBMRSRW (3.7L Gas To Diesel Upgrade)	\$3,550.00 \$5,200.00
3.1.2	Alternative Fuels – Proposer shall provide details and separate cost of any Alternative Fuel engine packages available. Not Available at this Time	0
3.2.1	All alternative wheel options, including mounted spare tire. Aluminum Wheels - only available on model F148WBMR	\$400.00
3.3.1	Provide a dual heavy duty battery. Dual Batteries Standard on Both Models	STD
3.3.2	2-way radio prep package.	\$150.00
3.3.3	A 110V power inverter with accessory outlet within easy reach of each passenger. 110V inverter costs - required with accessory outlets 110V accessory outlet per location	\$950.00 \$165.00
3.4.1	The W/C lift/ Ramp Door, if equipped with option, shall have an Interlock System. STANDARD IN WHEEL CHAIR LIFT OPTION	STD
3.5.1	Dual Swing Entry Door shall be included as a “DELETE” option, providing the vehicle with the standard OEM rear passenger entry door. [REDACTED]	(\$4,000.00)
3.6.1	Individual reading lamps: Reading Lights per seating location	\$135.00
3.7.1	Fold-away seats shall be accepted when wheelchair lift/ramp option is selected. Mid Back Freedman 3PT Per Double	\$1,050.00
3.7.2	Describe and provide cost for all upgraded seats available. Please include front driver seats, as well as upgraded rear passenger seat. Up Grade Passenger Seats Only Level 4 Cloth per seat	\$20.00
3.8.1	Optional floor covering material, available patterns, and colors, shall be submitted with proposal. Altro Ultra Chrome floor color optional colors all color	\$50.00

3.8.2	Upgraded flooring with smooth, all welded seams. Customer to supply color selection. Include step tread material. Black Altro is Standard in Base	0
3.9.1	Driver safety partition N/A with side air bags	0
3.9.2	Overhead luggage rack. N/A with side air bags	0
3.9.3	Overhead reading lamps. Option to be included with luggage rack Option (3.9.2). N/A with side air bags	0

EXHIBIT 2

PRICE PROPOSAL FORM D (cont.)

INDIVIDUAL PRICES OF OPTIONS

3.10.0	Wheelchair lift/ramp Manufacturer: Braun Model: NVL919-2FIB	\$4,300.00
	See all requirements in PART 2, SECTION 30.1 – 30.8	
	Manufacturer Ricon Klearview K2010	\$4,300.00
	Roof Hatch Included (Available only on Model FT148EWBHRDRW)	
3.11.0	Securement Devices Manufacturer: Q Striant Model: QRT MAX	\$800.00
	See all requirements in PART 2, SECTION 31.1 – 31.13 Per Position	
3.12.1	Security camera system, minimum of two (2), in conjunction with the event data recorder system. TSI Transit Solutions	\$4,100.00
	Provide the individual cost of each camera	\$375.00
	W-18 compliant restraint system- per position	\$935.00
	Sidewall wheelchair carrier may cause deletion of seats	\$225.00
3.14.1	Transit Works Smart Floor Track System	
	Model FT148EWBHRDRW	\$2,300.00
	Model F148WBMRSRW	\$1,800.00
3.14.2	Smart floor seat modification per seat (required with smart floor)	\$140.00
3.14.3	Child Seats:	
	Freedman ICS Child Seat W/ Under Seat Retractable Seat Belts Per Position	\$720.00
	Adds latches and tethers ad to std. seat per position	\$60.00
3.14.4	Up Grade Gas Engine on Model FT148WBMRSRW From 3.7L To 3.5L Eco Boost Engine.	\$1,600.00

EXHIBIT 2
PRICE PROPOSAL FORM A
BASE GAS VEHICLE PRICE

ITEM	PRICE
<i>(Submit separate Forms for each chassis type)</i>	
Mini Bus Type Vehicle Mini Bus Chassis Manufacturer <u>FORD</u> Mini Bus Model # <u>FT148EWBHRDRW</u> Minimum Chassis GVW (pounds) <u>10360</u> Vehicle length (inches) <u>266</u>	<i>(enter ONLY one chassis price)</i> \$53,480.00
Includes upgraded A/C @ \$4,610 TOTAL	 \$53,480.00

NOTE:

Interested proposers should submit separate and complete packets for each chassis and type of vehicle they wish to be considered by the TRIPS.

EXHIBIT 2
PRICE PROPOSAL FORM B
SEATING

ITEM <i>(price separately, do not combine)</i>	PRICE PER PERSON
<input type="checkbox"/> Mini Bus Standard Seat (Trieste)	\$665.00

Multiply the prices indicated above for the configuration listed below. Enter the total in Box A and on Proposal Form E.

No.	Type	
5	Standard Seat: Freedman Trieste	\$3,325.00
5	Childs Seat Freedman ICS	\$3,600.00

TOTAL

Box A

\$6,925.00

This seating configuration is for Proposal Tabulation purposes only. Agencies will select floor plans from TRIPS approved floor plans when placing orders. Each proposer shall submit the floor plans which will be made available to the TRIPS. This (these) floor plans are to be the detailed drawings and shall be accompanied by a sample of the proposer's standard four wheel weight analysis as a pre-build projection. The finished vehicle cannot exceed GVWR, GAWR or four wheel weight limitations as established by the chassis manufacturer. Proposer, if successful, will be limited to offering TRIPS agencies only those floor plans submitted with their proposal.

EXHIBIT 2

SEAT UPHOLSTERY INFORMATION

COLOR SCHEMES & COLOR CODES

Each Proposer shall describe seating color schemes and provide color coding for seating material to be offered.

Mini Bus SEATING

Color Schemes & Color Coding:

BLUE CMI VINYL - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU.

BEIGE CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

GREY CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

EXHIBIT 2

PRICE PROPOSAL FORM C

PAINT SCHEME PRICE

Paint Scheme A FORD OEM SINGLE COLOR LUNAR SKY	\$150.00
Paint Scheme B FORD OEM SINGLE COLOR VERMLLION RED	\$150.00
Paint Scheme C FORD OEM SIGLE COLOR PUEBLO GOLD	\$150.00
TOTAL	\$450.00
<p>If an agency requires Vinyl Wrap, paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. <i>Exterior paint pricing shall reflect white base coat and reflective 6" white stripping.</i></p>	
<p>Proposer shall submit detailed drawing of its proposed scheme, see Part 6.</p>	

EXHIBIT 2

PRICE PROPOSAL FORM D

INDIVIDUAL PRICES OF OPTIONS

ITEM	DESCRIPTION	PRICE
3.1.1	Diesel – provide manufacturer and power rating. 3.2L Power Stroke I-5 Diesel 185HP @3000 RPM FT148EWBHRDRW (3.5L to Diesel Upgrade) FT148WBMRSRW (3.7L Gas To Diesel Upgrade)	\$3,550.00 \$5,200.00
3.1.2	Alternative Fuels – Proposer shall provide details and separate cost of any Alternative Fuel engine packages available. Not Available at this Time	0
3.2.1	All alternative wheel options, including mounted spare tire. Aluminum Wheels - only available on model F148WBMR	\$400.00
3.3.1	Provide a dual heavy duty battery. Dual Batteries Standard on Both Models	STD
3.3.2	2-way radio prep package.	\$150.00
3.3.3	A 110V power inverter with accessory outlet within easy reach of each passenger. 110V inverter costs - required with accessory outlets 110V accessory outlet per location	\$950.00 \$165.00
3.4.1	The W/C lift/ Ramp Door, if equipped with option, shall have an Interlock System. STANDARD IN WHEEL CHAIR LIFT OPTION	STD
3.5.1	Dual Swing Entry Door shall be included as a “DELETE” option, providing the vehicle with the standard OEM rear passenger entry door. [REDACTED]	(\$4,000.00)
3.6.1	Individual reading lamps: Reading Lights per seating location	\$135.00
3.7.1	Fold-away seats shall be accepted when wheelchair lift/ramp option is selected. Mid Back Freedman 3PT Per Double	\$1,050.00
3.7.2	Describe and provide cost for all upgraded seats available. Please include front driver seats, as well as upgraded rear passenger seat. Up Grade Passenger Seats Only Level 4 Cloth per seat	\$20.00
3.8.1	Optional floor covering material, available patterns, and colors, shall be submitted with proposal. Altro Ultra Chrome floor color optional colors all color	\$50.00

3.8.2	Upgraded flooring with smooth, all welded seams. Customer to supply color selection. Include step tread material. Black Altro is Standard in Base	0
3.9.1	Driver safety partition N/A with side air bags	0
3.9.2	Overhead luggage rack. N/A with side air bags	0
3.9.3	Overhead reading lamps. Option to be included with luggage rack Option (3.9.2). N/A with side air bags	0

EXHIBIT 2

PRICE PROPOSAL FORM D (cont.)

INDIVIDUAL PRICES OF OPTIONS

3.10.0	Wheelchair lift/ramp Manufacturer: Braun Model: NVL919-2FIB See all requirements in PART 2, SECTION 30.1 – 30.8	\$4,300.00
	Manufacturer Ricon Klearview K2010	\$4,300.00
	Roof Hatch Included (Available only on Model FT148EWBHRDRW)	
3.11.0	Securement Devices Manufacturer: Q Striant Model: QRT MAX See all requirements in PART 2, SECTION 31.1 – 31.13 Per Position	\$800.00
3.12.1	Security camera system, minimum of two (2), in conjunction with the event data recorder system. TSI Transit Solutions	\$4,100.00
	Provide the individual cost of each camera	\$375.00
	W-18 compliant restraint system- per position	\$935.00
	Sidewall wheelchair carrier may cause deletion of seats	\$225.00
3.14.1	Transit Works Smart Floor Track System	
	Model FT148EWBHRDRW Model F148WBMRSRW	\$2,300.00 \$1,800.00
3.14.2	Smart floor seat modification per seat (required with smart floor)	\$140.00
3.14.3	Child Seats: Freedman ICS Child Seat W/ Under Seat Retractable Seat Belts Per Position	\$720.00
	Adds latches and tethers ad to std. seat per position	\$60.00
3.14.4	Up Grade Gas Engine on Model FT148WBMRSRW From 3.7L To 3.5L Eco Boost Engine.	\$1,600.00

TERMS OF PAYMENT

FORM F

The following terms of payment are proposed:

- 1 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 10-22-2015

Signature Ray Cull

Company Name Creative Bus Sales Inc

Title Contract Manager

EXHIBIT 3

FDOT DISTRICT OFFICES

**Debbie Stephens
FDOT District One
PO Box 1030
Fort Myers, FL 33902-10
(239) 461-4300**

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

**Stephanie Williamson
FDOT District Five
133 S. Semoran Blvd.
Orlando, FL 32807
(407) 482-7858**

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

**Sandra Collins
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**

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

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-15-MB-CB

Mobility Works Mini Bus
With ADA Option

TECHNICAL SPECIFICATIONS

#TRIPS-15-MB-CB

Mobility Works Mini Bus With ADA Option

2.1.0 GENERAL INFORMATION

- 2.1.1 The first Mini Bus produced under this agreement shall be considered the “prototype” Mini Bus. After inspection of this vehicle, TRIPS reserves the right to clarify production build methods that are not specifically addressed in the technical specifications. Contract language will be revised to reflect these changes and subsequent manufactured vehicles shall include all changes as standard in production.
- 2.1.2 The vehicle shall conform in all respects to State of Florida Motor Vehicle laws (including, but not limited to, Chapter 316, Florida Statutes, Safety rules of the Department of Transportation, Chapter 14-90, promulgated under the requirements of Chapter 341, Florida Statutes) and the American with Disabilities Act, Title 49 Code of Federal Regulations, parts 38, Accessibility Specifications for Transportation Vehicles, Subpart B-Vehicles 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. **Test based on: 4 years/ 100,000 miles**
- 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.
- 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 when option is selected. There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement.

All vehicles shall be weighed “as built” before release and manufacturer’s engineering department shall perform a four corner weight analysis on each vehicle that indicates the weight of the vehicle and any attachments, the maximum weight of the occupants (150 pounds per seated position and 250 pounds per wheel chair position), and the weight of a full tank of fuel for GAWR and GVWR evaluation. A

copy of the “as built” weight certification, four corner weight analysis and an “as built” floor plan shall be on each vehicle shipped to Florida for the TRIPS. The “as built” weight certification shall provide the following information for each individual bus:

- VIN of the bus
- Manufacturer
- Body Serial Number
- A description (type) of the bus
- Date of certification
- The number of ambulatory passenger capacity including driver
- The number of wheelchair positions
- Four wheel weight distribution of the actual completed weight of the bus including all attachments
- Four wheel weight distribution of the weight of the ambulatory passengers including driver
- Four wheel weight distribution of the weight of the wheelchairs
- Four wheel weight distribution of the weight of the Fuel
- Four wheel weight distribution of the total weight of the vehicle
- Weight analysis must have signature and title of person submitting it

In addition to the manufacturer’s weight calculations and documents, TRIPS will require that the manufacturer’s complete and submit weight calculations on TRIPS Form #TRIPS-15-MB. TRIPS will perform random four wheel weight analysis at the Springhill Inspection, Testing & Research Facility in Tallahassee. The total weight at each wheel must not exceed 50% of the GAWR for that axle and GVWR must not be exceeded. Any bus that exceeds either condition will be rejected.

2.1.6 The FDOT will not allow re-certification of the chassis OEM GVWR and GAWR.

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. The engine shall be in 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 proper equipment and experienced trained technicians to perform proper alignment. All wheels shall be balanced, including spare tire. This alignment shall be performed only after vehicle is built complete and is at full curb weight. Vehicle shall be delivered with standard OEM front end.
 8. Focusing of headlights utilizing equipment designed for this purpose.
- 2.1.8 Manufacturer shall certify that it:
1. Has in operation or has the capacity to have in operation, a manufacturing plant.
 2. Has adequate engineering personnel, or has the capability to have such personnel, to satisfy any engineering or service problem that may arise during the warranty period. Bidder must supply in proposal the number of engineers along with their designated areas of responsibilities.
 3. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time
- 2.1.9 Dealer will be required to submit data which tracks the progress of each individual vehicle through the procurement and production process, from receipt of order through delivery and acceptance of each individual vehicle by the agency. See Part 2, **Exhibit 1: TRIPS DATACenter Dealer Requirements**, for information describing the process for Dealers to submit individual vehicle status data to the TRIPS DATACenter.
- 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 DATACenter 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, W/C lifts, 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 along with each proposal.

2.2.0 ENGINE

- 2.2.1 Ford standard engine size is 3.7L with an optional 3.5L Eco Boost. On the Transit Jumbo vehicle with dual rear wheels the 3.5L engine is standard (3.7L not available on the Jumbo chassis). A 3.2L I5 diesel engine is offered as an upgrade.
- 2.2.2 During the term of this contract, the TRIPS program will reserve the right to accept alternative fuel options when offered by the manufacturer. The Alternate Fuel equipment **must** be installed in the vehicle to meet or surpass the minimum requirements of **Part 2, Exhibit 4: GASEOUS FUEL SYSTEM INSTALLATION STANDARD**
- 2.2.3 A 6-speed automatic overdrive with Select Shift will be provided on all models.

2.3.0 COOLING SYSTEM

- 2.3.1 Radiator and cooling system shall be OEM standard.

2.4.0 EXHAUST SYSTEM

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

2.5.0 SUSPENSION

- 2.5.1 Suspension shall be manufacturer's standard. It must be load rated for the GVWR of the size Mini Bus involved.

2.6.0 AXLES

- 2.6.1 Axles shall be manufacturer's standard. Each axle must be load rated for the GAWR of the size Mini Bus involved.

2.7.0 DRIVE SHAFT

- 2.7.1 The drive shaft shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels.
- 2.7.2 Protective metal guards for the drive shaft shall be provided to prevent a broken shaft from touching the ground, contact any brake line, or whipping through the floor. The drive shaft guards shall conform to 49 CFR. OEM drive shaft guards will be utilized.

2.8.0 BRAKES

- 2.8.1 Brakes should be capable of stopping a fully loaded vehicle at a deceleration rate equivalent to a 22-foot stop from a speed of 20 miles per hour and meet the FDOT Performance Brake Test Procedure (**Part 2, Exhibit 7**). They must be capable of this type of stop 3 times in a rapid succession from a speed of 20 miles per hour without brake fade.
- 2.8.2 The parking brake shall be capable of holding a fully loaded vehicle on a 15 degree incline and meet the FDOT Emergency/Park Brake Procedure Test (**Part 2, Exhibit 8**). The system shall incorporate a warning light on the instrument panel to indicate to the driver when the parking brake is applied.

2.9.0 TIRES & WHEELS

- 2.9.1 Tires shall be OEM standard. They must be load rated for the GVWR of the size Mini Bus.
- 2.9.2 Steel wheels shall be standard. Aluminum wheels will be provided as an option for certain models (see Part 3: Options)
- 2.9.3 A spare tire; mounted and balanced on the same size and type wheel assembly of the tires mounted on the Mini Bus, shall be provided as standard and shipped loose with each vehicle. The spare tire shall be covered and secured so as not to damage the interior of the Mini Bus in shipment.

2.10.0 ELECTRICAL

- 2.10.1 The vehicle shall be equipped with a heavy-duty (12 volt) electrical system. All OEM chassis and second stage electrical components shall be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws (due to lights, wheelchair lift/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 shall be upgraded 220 amp. Manufacturer shall provide in proposal, total amperage draw with all systems functioning with the exception of momentary

circuits. The alternator **must** be able to meet or surpass the minimum requirements of **Part 2, Exhibit 6: Alternator Output Test Procedure**

The dealer will be required to submit form "FLORIDA DOT AMP. DRAW ANALYSIS WORKSHEET" (see attached) with each vehicle, stating total alternator output and total amp. draw for that vehicle.

- 2.10.3 The vehicle shall have dual OEM 750 CCA batteries (minimum) located in a readily accessible area for maintenance and/or replacement. All battery cable connections shall be coated to prevent corrosion. Battery must be date stamped and be no older than 1 year from delivery date.
- 2.10.4 A reverse direction alarm (BUA) in compliance with SAE J994b with respect to acoustical performance for a Type B device, but emitting at least 97dBA plus or minus 4dBA four (4) feet away with a supply of 14 volts shall be installed. Conformity to the environmental test stipulated by the SAE shall not be required.
- 2.10.5 All vehicles shall include the OEM reverse camera/monitor system as standard equipment.

2.11.0 WIRING HARNESS & ROUTING

- 2.11.1 All second stage electrical wiring shall be automotive stranded copper. All circuits shall be properly sized and protected as described by the applicable SAE standards. Each wire is to be color-coded and permanently labeled at least every (18) inches to identify their function. All electrical accessories except the radio and lights shall be wired through the ignition and must shut off when the engine is off. All exposed terminals and wiring shall be protected from the elements using sealed terminals. Exposed wires shall be wrapped or loomed in corrosion and moisture-resistant material. All connectors shall be environmentally sealed high impact plastic pin connectors. Each vehicle shall contain a set of both; OEM chassis and all second stage detailed wiring schematics that indicate the color and function system by system for easy troubleshooting
- 2.11.2 OEM chassis wiring is acceptable unless modified or relocated. If it has been modified or relocated then it must meet requirements of section (2.11.1).

2.12.0 FMVSS CRASH AND SAFETY TESTING STANDARDS

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

2.13.0 FLOOR

- 2.13.1 Proposer shall submit their floor designs, see Ordering Packet.

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

2.14.0 DOORS

- 2.14.1 The Mini Bus shall have standard OEM driver and passenger front doors; and one dual swing passenger entry door.
- 2.14.2 Doors must maintain seal to prevent the entrance of air, water and other elements and must be capable of being opened from the inside.
- 2.14.3 The W/C lift/ Ramp Door, if equipped with option, shall have an Interlock System.

2.15.0 DUAL SWING ENTRY DOOR

- 2.15.1 Passenger entry door shall be a dual, electric swing out type with two glass windows. Clear door opening shall be a minimum of 30 inches wide by a minimum of 80 inches in height.
- 2.15.2 All entry doors shall utilize long-life friction reducing materials and/or methods at upper and lower door-leaf pivot points. All door header linkages and rotation points shall incorporate similar long-life friction reducing materials/methods in their construction.
- 2.15.3 If vehicle proposed has a passenger cab door, then the passenger entry door shall be located in the middle of the OEM cargo door opening, which is dictated by the curvature of the front of the vehicle, with the entry door located behind the curvature of the OEM roof.
- 2.15.4 The entry door shall be fully encompassed by an integrally welded steel door surround. The entire door surround shall be fully welded to the steel substructure (cage) and floor cross members and become an integral part of the vehicle structure. Entry doors shall incorporate gaskets and / or seals to provide a barrier against intrusion by wind, water, and dust around their perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors.
- 2.15.5 The passenger entry door shall function through the use of an electric door operator. This door operator shall be modular in design for easy installation and reliable performance. The door operator shall develop sufficient force to close the doors and keep closed during normal operation, while at the same time provide slam free operation. The door operator shall either open or close the door in approximately 2.5 seconds.

For emergency situations, a manual door release control shall be provided adjacent to the door, and shall be designed to permit simple operations to override the electric door operator. This manual door release control shall be quickly identified for emergency exit only. For normal operations, the door operator shall not open the passenger door until the transmission lever is placed in *PARK*. With the door in the open position, the transmission will remain locked in the *Park* position until the door is totally closed. The entry door shall be equipped with a sensitive edge as standard that will reopen the door when closed on a passenger or object in the doorway. The double-out transit style door has a safety feature built into the gear of the door closure. It is set to reopen if resistance is encountered, and is in lieu of the sensitive edge.

Vehicles proposed with the transit style door which has the curbside side curtain airbag disabled will be accepted, with the understanding that the manufacturer will test the functioning of the airbag with the transit style door installed and provide FDOT the results.

2.16.0 GLASS

- 2.16.1 All glass shall meet all FMVSS requirements that pertain to this vehicle.
***NOTE: Maximum tinting shall be 31% light transmittance.**

2.17.0 LIGHTS

2.17.1.0 EXTERIOR LIGHTS

- 2.17.1.1 All exterior lighting shall be OEM.

2.17.2.0 INTERIOR LIGHTS

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

2.18.0 REFLECTORS

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

2.19.0 SEATING

- 2.19.1 The front driver and passenger seat shall be OEM and made of durable type materials that can be cleaned easily.
- 2.19.2 The Mini Bus shall have a center aisle with seats made of durable type materials that can be cleaned easily.
- 2.19.3 Passenger seating for the Mini Bus shall have integrated 3-point belts (lap and shoulder) that meet or exceed FMVSS 208, 209, and 302. Seating must meet or

exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 207 and 210 (seat belt anchorage) and FMVSS 225 (LATCH/child restraint seating). The Contractor shall provide a description of the seats they propose along with a copy of the seat pull test for the model Mini Bus proposed.

- a) All Mini Bus seats, including the rear row, must have adjustable recliner mechanisms (except fold-away seats in wheelchair positions).
- b) All Mini Bus seats must have adjustable headrests (if available) and fold-up armrests.
- c) All seats must be removable from the base frame.
- d) All seats frames must be coated in order to provide resistance from corrosion and salt.
- e) Two seat belt extensions are to be provided as standard.
- f) Fold-away seats shall be accepted when wheelchair lift/ramp option is selected
- g) All seats must be forward facing. A copy of the Seat Installation Seat Pull Test shall be submitted.

2.19.4 Rear row seating shall not be full row, to allow for emergency exiting out rear door.

2.20.0 FLOOR COVERING

2.20.1 Floor covering shall be slip resistant rubber flooring. The floor covering shall meet the requirements of FMVSS-302. At the step well(s), there shall be no lip or nosing overhang, the step tread flange shall be flush with the vertical riser to eliminate any tripping condition. Altro slip resistant vinyl floor covering shall be used.

2.21.0 INTERIOR FINISH

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

2.21.2 All interior materials must comply with FMVSS-302.

2.22.0 CONTROLS AND SWITCHES

2.22.1 All controls and switches added as part of the second stage process shall be permanently labeled for quick and unmistakable identification. Glued identification decals are not acceptable. All controls and switches shall be lighted for night time operation in such a way as to prevent glare in the windshield or driver's side windows. The gauges and alarms required are further described in **Part 2, Exhibit 2: Instruments**. Ford Factory modifier Switch Panel to be used.

2.23.0 HEATER/DEFROSTER

- 2.23.1 The OEM and passenger heater unit(s) must achieve a 65 degree interior temperature with an empty coach when the ambient temperature is “32” degrees Fahrenheit within 30 minutes (measured at front mid-vehicle and rear in the vehicle).
- 2.23.2 OEM heater hoses are acceptable unless modified or relocated in the second stage process. If they are modified or relocated they must meet the requirements of section (2.23.3).
- 2.23.3 Second stage hoses shall be protected and supported by OEM equivalent 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 chassis standard.

2.25.0 MIRRORS

- 2.25.1 Left and Right exterior mirrors shall be power adjustable from the driver’s seat.
- 2.25.2 One 10”Day/Night OEM rear view mirror shall be windshield mounted.
- 2.25.3 All mirror mountings shall be OEM chassis standard and exterior mirror mountings shall permit moving out of position to prevent mirror damage from automatic vehicle washers or designed in such a manner that would prevent damage.

2.26.0 EXTERIOR FINISH

- 2.26.1 All welds shall be chipped to remove slag. Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. All metal parts shall be de-greased and properly cleaned and sanded in preparation for painting. All metal surfaces shall be sprayed with primer. Parts and surfaces that will be covered in the finished vehicle shall be given a second coat of primer to prevent corrosion. If any parts are pre-primed prior to assembly and should any welding be done during assembly then the weld shall be chipped. The weld and the surrounding area shall be primed again.
- 2.26.2 All surfaces that will be exposed on the finished vehicle shall be properly sanded prior to finish color paint application. Finished color paint brand and description shall be proposed. The proposals shall also include a description of the manufacturer’s painting procedure

- 2.26.3 Proposals shall include samples of the manufacturer's most popular paint schemes 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 PPG D822 Corrosion Resistant Primer. Undercoating will not be permitted.
- 2.27.2 Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft.

2.28.0 BUMPERS

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

2.29.0 AIR CONDITIONING

- 2.29.1 The air conditioning equipment **must** be capable of cooling the vehicle to meet or surpass the minimum requirements of **Part 2, Exhibit 5: Air Conditioning Pull-Down Test Procedure**.

2.30.0 WHEEL CHAIR LIFT/ RAMP (OPTIONAL)

- 2.30.1 The wheel chair Lift/ Ramp, its design, installation and operation shall comply with the Americans with Disabilities Act (ADA), Regulations and Requirements, as amended (Title 49 Code of Federal Regulations, Part 38, Subpart B, Section 38.23) and 49 CFR Part 571, and Florida Rule Chapter 14-90 [Equipment and Operational Safety Standards Governing Public-Sector Vehicle Transit Systems]. *General guidelines for the ramp are provided below. Omission in this guidance does not relieve Contractor from compliance requirements of the ADA or Florida Statue – Chapter 14-90.*
- 2.30.2 Vehicle shall be equipped with a Lift or Ramp with a minimum usable width of 30" and meets the requirements of ADA, 49 CFR.
- 2.30.3 Ramp and Lifts shall have a rated capacity of 600 lbs. (Minimum).
- 2.30.4 The Ramp/Lift components, including the platform, shall be easily disassembled to facilitate repairs and replacement of parts.
- 2.30.5 Each side of the Lift/ramp shall have protective barriers at least two (2) inches high and a Wheel Chair Lift belt to be standard to prevent mobility aids from rolling off the ramp edge. Ramp shall also have a strip of two (2) inch reflective tape on each side of the ramp.

- 2.30.6 An audible warning signal shall be activated in the vehicle in the event that the lift/ramp doors are opened and the interlock is not engaged.
- 2.30.7 The lift shall be equipped with a safety belt, mounted to the handrail, and belt will be interlocked when available.
- 2.30.8 A sidewall folded wheelchair carrier shall be offered as an option.
- 2.30.9 When the wheelchair lift option is selected, an emergency roof hatch will be provided as standard for that option.

2.31.0 SECUREMENT DEVICES (OPTIONAL)

- 2.31.1 The retractor securement system shall meet the following requirements:
 - 1. 30MPH/20G impact test criteria per SAE J2249; and
 - 2. 49 CFR Part 38 Americans with Disabilities Act (ADA).
- 2.31.2 The occupant restraint system shall meet the following requirements when used in conjunction with the retractor system:
 - 1. Federal Motor Vehicle Safety Standards (FMVSS209 & MVSS302);
 - 2. 49 CFR Part 38 Americans with disabilities Act (ADA); and
 - 3. 30MPH/20G impact test criteria SAE J2249.
 - 4. Floor attachments shall be installed according to appendix F in SAE J2249.

Contractor shall submit test results of the SAE J2249 testing Securement devices. Their design, installation and operation shall comply with the Americans with Disabilities Act (ADA). *General guidance for securement devices is provided below. Omission in this specification does not relieve the bidder from compliance requirements of the ADA and SAE J2249.*
- 2.31.3 In vehicles with securement device or system for mobility aid devices shall face toward the front of the vehicle.
- 2.31.4 Retractors shall be heavy duty with heat treated components and a metal or impact resistant plastic housing.
- 2.31.5 The retractor shall be complete with combination retractor straps with height and vertical adjustment for securing the wheelchair or mobility aid and two retractors for the occupant restraint system.

- 2.31.6 The wheel chair mobility aid retractors shall be equipped with self-adjusting tension controllers for tightening and have the ability for quick release.
- 2.31.7 The wheelchair or mobility aid retractors shall be equipped with “S” or “J” hooks to simplify operation.
- 2.31.8 The wheel chair or mobility aid retractors shall be capable of being mounted directly to the vehicle structure using a retractor mounting kit.
- 2.31.9 The occupant restraint system shall be equipped with a height adjuster for the shoulder belt, having a vertical adjustment of approximately 12 inches.
- 2.31.10 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. If a floor track tie down system is installed, the tracks and corresponding retractor shall be clearly marked to identify the proper location and placement for each position provided.
- 2.31.11 Storage containers for restraint system belts and instructions for use of restraint system shall be included and mounted in safe and convenient location.
- 2.31.12 Manufacturer shall install all restraint hardware according to the instructions provided by the restraint supplier.
- 2.31.13 A WC-18 compliant occupant restraint system shall be provided as an Option.

2.32.0 SAFETY EQUIPMENT

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

- 2.32.1 Provide a Deluxe Medical Truck Kit, (see **Part 2, Exhibit 3: Medical Kit Supplies**), mounted in an accessible location.
- 2.32.2 Provide a Fire Extinguisher, 5 pound rechargeable ABC type, with charge status gauge and decal noting most recent charge date. This unit shall be mounted in an easily accessible interior location near the driver’s position and/or vestibule areas.
- 2.32.3 Provide Warning Triangles, reflective type, three (3) unit kit, secured in a location readily accessible to the driver.
- 2.32.4 Provide two (2) Seat Belt Cutters, mounted in an accessible location, one near the wheelchair ramp and the other accessible to the driver.
- 2.32.5 Provide a Blood Pathogen/Bodily Fluid Spill Kit, secured in a location readily accessible to the driver, and manufactured by the First Aid Only Company, or approved equal. The Kit must meet federal OSHA regulation 29CFR1910.1030(d)(3)(i).

- 2.32.6 Provide an oxygen tank holder. Dealer to install at a location selected by Purchaser.
- 2.32.7 A G-force accelerometer monitor and recorder as standard equipment, configured with 2 Accelerometer devices allowing it to detect and record G-forces in 3 axes, front/rear – left/right – up/down. System should also provide the following inputs: reverse, brake and left and right turn signals. Data shall be recorded and retained for a maximum of 60 seconds before and 15 seconds after an event.

EXHIBITS

Exhibit 1

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 www.cutr.usf.edu/fvpp2

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. Failure to enter prescribed vehicle information into the TRIPS DATACenter may result in contract suspension after two (2) violations.

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 Dealer is required to input any reported and actionable *standard repair* issues with the vehicle after the vehicle has been delivered and is put into service, and report the actions taken to fix these issues during the vehicle’s entire useful life period. These actions are entered into the DATACenter through the **“Vehicle Defect Form”**, accessed through the **“Repairs”** Tab. Select “standard” on the form.

The Dealer is required to input any reported and actionable *warranty repair* issues with the vehicle after the vehicle has been delivered and put into service, and report the actions taken to fix these issues during the entire warranty period. These actions are entered into the DATACenter through the **“Vehicle Defect Form”**, accessed through the **“Repairs”** Tab. Select “warranty” on the form.

The DATACenter 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.

Exhibit 2

Instruments

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

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

Exhibit 3
Medical Kit Supplies

<u>Contents</u>	<u>Amount</u>
Deluxe Kit, Metal, Empty	1 box
Clean Wipes 50/Bx	5 each
Antibacterial Towelettes	20/box / 1 box
Tape, ½" X 5 Yd. Spool	1 each
Eye Wash, Sterile	1 each 4 oz.
Sheer Strip 1"	100 per box
QR Wound Seal	2 per package
Sterile Dressing 5" X 9"	1 each
Elastic Roller Gauze N/S	2" X 4.5 YD, 1 each
Pain-Aid	100 per Box (Zee)
First Aid Pocket Guide	1 each
Small Instant Ice Pack	1 each
Bandage, Triangular 40" N/S	1/Un, 1 each
3-in-1 Antibiotic Ointment	6 per unit, 1 each
Fingertip Bandages	10 per unit, 1 each
Gauze Pads, 3" X 3"	1 each
Knuckle Bandages	10 per unit, 1 each
Water-Jell Burn Jell	6 per box, 1 each
Eye Pads w/Adhesive Strips	2 per unit, 1 each
Nitrile Gloves, Large	2 pairs, 1 each
Disposable Tweezers, Sterile	1 each

Exhibit 4

FLORIDA DEPARTMENT OF TRANSPORTATION

GASEOUS FUEL SYSTEM INSTALLATION STANDARD

(VERSION 1)

OVERVIEW

The gaseous fuel system installation standard will be evaluated on all vehicles procured from TRIPS vehicle contracts in support of both performance standards and quality star ratings. Testing conditions will replicate severe duty transit operations. Evaluation will be performed on all vehicles up-fitted with an after-market gaseous fuel system.

EVALUATION CRITERIA

Evaluation will occur at FDOT's Springhill Bus Testing and Inspection Facility (SBTIF) located at 2612 Springhill Road, Tallahassee, FL 32305. A gaseous fuel powered engine, which is the manufacturer's standard for this size bus considering components and accessories proposed, will be provided. The specified engine must give satisfactory performance over terrain encountered in Florida with maximum passenger load.

Gaseous fuel systems shall include up-graded components to ensure durability when used with gaseous fuels. The only fuels covered by this program are compressed natural gas (CNG) and liquefied petroleum gas (LPG). Gaseous fuel systems shall meet all current applicable **FMVSS**, **NFPA** and **OEM UPFITTER** guidelines.

INSTALLATION REQUIREMENTS

1. A service and parts manual shall be made available that specifies all gaseous fuel system components along with tank removal and installation methods and any special tools that may be required to prevent damage or injury to the tanks, facilities, and personnel. This manual should state that the fuel tank must be grounded prior to servicing the system and include a grounding procedure.
2. The CNG/LPG fuel system maximum pressure and working pressure shall be specified in the installation documentation. The working pressure of CNG is the settled pressure at a uniform gas temperature of 70°F at full gas content.
3. Heat shields shall be added for all new fuel components located within 8 inches of the exhaust system. Isolate all fuel handling components at least 8 inches from unshielded heat sources or at least 3 inches if shielded.
4. All components for the gaseous fuel fill and de-fuel ports shall be located in the normal fueling location. An interlock switch shall be provided to prevent starting the vehicle when fueling or de-fueling. All gaseous fuel lines, fittings and tubes shall be stainless steel or flex

tubing approved for use with CNG at 3600PSI; LPG at 300PSI to meet current NFPA 52 and 58 guidelines and:

- Be routed away from, and not attached to, items that are likely to move during normal vehicle operation
- Be routed in such a manner that they will not be affected by the deformation or displacement of adjacent components during a crash
- Be routed inboard of the frame rails (except for connection to the filler) and above the plane of the lower frame flange
- Have adequate flexibility to avoid rupture or disconnection during crash situations
- Be routed away from sharp objects and be retained adequately to prevent movement into such regions or against such objects
- Be clear of moving suspension components
- Avoid exposure to road debris or undercoating
- Be properly grommited where they pass through panels

5. When CNG/LPG fuel tanks are mounted outside of the OEM frame rails, an additional crash barrier structure shall be provided to surround the tanks. This structure must equal or exceed the section modulus and material strength of the OEM frame rail. Final design shall be approved by FDOT.

6. The CNG fuel tanks shall be a minimum Type III; aluminum and carbon fiber construction with a minimum twenty (20) year life that complies with current NGV2-2007 and FMVSS 304 regulations. The conversion shall include stainless steel dust and gravel shields to protect the tanks and valves. The tanks shall have a production date of no more than 24 months from the date the vehicle is delivered.

7. A methane detection system shall be provided that alerts the driver with an audible and visual alarm when fumes exceed the specified threshold greater than 20% and disable the fuel system when fumes exceed specified threshold greater than 50%. The power supply for the methane detection system shall be separate from the chassis.

8. This standard is written to compliment and to be in compliance with NFPA 52 and 58. In the event of conflicting standards, NFPA 52 and 58 take precedence.

Exhibit 5

FLORIDA DEPARTMENT OF TRANSPORTATION

AIR CONDITIONING PULL-DOWN TEST PROCEDURE

(VERSION 2)

OVERVIEW

This test will be performed on all air-conditioning systems installed in vehicles procured from TRIPS vehicle contracts in support of both performance standards and quality star ratings. Testing conditions will replicate severe duty transit operations. FDOT will test one or more buses (systems) from each contract within the first award year. If a system fails the test, FDOT reserves the right to suspend vehicle orders utilizing this system, or terminate the contract associated with the failed system. FDOT reserves the right to randomly test new buses at any time during the contract period to ensure compliance.

TEST CONDITIONS / EQUIPMENT

The test will be performed on an asphalt parking lot in direct sunlight. The vehicle will be surrounded by a wall five (5) feet high, fifteen (15) feet wide and the length adjusted to the length of the bus. The minimum testing conditions require an ambient temperature of 94 degrees Fahrenheit (F) (+/- 3 degrees) with 60% relative humidity.

All temperature measurements will be recorded in degrees of F and be captured using the Measurement Computing Data Acquisition capturing device. This device is configured with the manufacturer's latest edition of the TracerDAQ software. Calibration of the device is conducted prior to the test using the manufacturer's InstaCal Software.

Pressure readings are captured using the Yellow Jacket 686800 Manifold gauge set.

Voltage readings are captured using the Fluke model 78 automotive multi-meter.

Amperage readings are captured using the Fluke model 336 True RMS Clamp Meter.

TEST SET-UP

1. Perform a complete ultrasonic leak detection test of the air conditioning system. If the system fails the leak detection test, do not proceed
2. Ensure all windows and doors are closed properly, with no gaps or leaks. Ensure interior engine cover is sealed properly
3. Connect all test equipment:

- a. C0 Lead: An Omega Engineering J-Type 5 position Fine Wire Thermocouple will be placed outside of the vehicle, away from mechanical and radiant heat sources, to capture ambient temperature
- b. C1 Lead: An Omega Engineering J-Type 5 position Fine Wire Thermocouple will be placed 48 inches to 52 inches from the rear wall and four feet above the floor surface to capture bus interior temperature
- c. C2 Lead: An Omega Engineering J-Type 5 position Fine Wire Thermocouple will be placed at the center line of the bus interior, four feet above the floor surface, to capture bus interior temperature
- d. C3 Lead: An Omega Engineering J-Type 5 position Fine Wire Thermocouple will be placed at the first row of seats, four feet above the floor surface, to capture bus interior temperature
- e. C4 Lead: An Omega Engineering J-Type ICSS Thermocouple will be placed near the center of the evaporator core to capture rear evaporator core temperature
- f. C5 Lead: An Omega Engineering J-Type 5 position Fine Wire Thermocouple will be placed above the engine, near the fire wall, to capture the bus engine compartment temperature
- g. C6 Lead: An Omega Engineering J-Type ICSS Thermocouple will be placed near the center at the air-in side of the condenser to capture the condenser core temperature
- h. C7 Lead: An Omega Engineering J-Type 5 position Fine Wire Thermocouple will be placed near the center of the air-out side of the condenser to capture the condenser air temperature
- i. Connect the manifold gauge set to the add-on A/C system
- j. Connect the multi-meter to the battery (s)
- k. Connect the ammeter to the battery cable

TEST PROCEDURE

1. Heat-soak the bus under test conditions for a minimum of two hours. Record the date, time of day, vehicle identification number, and location.
2. With the vehicle in park and all doors and windows closed, start the engine.
3. Turn on the air conditioning system, set the a/c system to maximum cooling position, and turn on all interior and exterior lights.

4. Let vehicle run with the high idle on (approximately 1200 RPM on diesel engines and approximately 1500 RPM on gasoline engines). If the high idle is designed to automatically turn off after the first 15 minutes, the driver's door will be opened and the high idle immediately turned back on to complete the test. This action will not invalidate the test
5. Record all temperature readings (seven leads) in 15 second increments
6. Record pressure readings at the service ports of the add-on / second stage A/C system at the beginning of the test and at ten (10) minute increments thereafter
7. Record battery voltage readings at the battery (s) at the beginning of the test and at ten (10) minute increments thereafter
8. Record amperage readings at the positive cable coming off the battery (s) at the beginning of the test and at ten (10) minute increments thereafter
9. At the end of the 30 minute A/C pull down test there will be a 30 minute heat-gain test performed to determine the efficiency of the insulation in the bus using the same measurement equipment used for the A/C pull down test. Record all temperature readings (seven leads) in 15 second increments to determine fastest rise and total rise in bus interior temperature

SYSTEM TEST RESULTS

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

The system will **fail** the test if:

- a) The temperature difference between C1, C2, and C3 varies more than two degrees during each 15 second reading during the last 15 minutes of the test
- b) The system fails to lower the interior temperature to a minimum of 70 degrees F (+ or - 2 degrees) measured at C1 by the end of the 30 minute test (conditions must reflect an ambient temperature of 94 degrees F (+ or - 3 degrees) measured at C0, with a minimum of 60% relative humidity)
- c) The voltage readings at the batteries fall below 12.9 volts at any time during the test

Additional data will be captured to allow the TRIPS program to analyze and compare system attributes and configurations:

- i. Fastest time to achieve 70 degrees with the lowest amperage draw
- ii. Fastest overall time to achieve 70 degrees
- iii. Lowest temperature retained during the 30 minute heat-gain test
- iv. Lowest head pressure reading captured during step 6 of the test
- v. Highest voltage output captured during step 7 of the test
- vi. Lowest amperage draw captured during step 8 of the test

Exhibit 6

FLORIDA DEPARTMENT OF TRANSPORTATION

Alternator Output Test Procedure

(VERSION 1)

OVERVIEW

This test will be performed on all vehicles procured from TRIPS vehicle contracts in support of both performance standards and quality star ratings. Testing conditions will replicate severe duty transit operations. Testing will be performed on both OEM and after-market alternators, as determined by contract.

TEST CONDITIONS / EQUIPMENT

Testing will occur at FDOT's Springhill Bus Testing and Inspection Facility (SBTIF) located at 2612 Springhill Road, Tallahassee, FL, 32305. The Crumbliss 2115 Alternator testing device will be utilized. The alternator will be shrouded and heat applied to it during the test via a five hundred (500) degree heat gun, simulating a real-world, under-hood operating environment. A 12 volt battery is used to during testing to simulate an active charging system. Two (2) DC condenser fan motors are added to the circuit. These fans are turned on and off as needed to prevent the battery from overcharging during testing.

TEST SET-UP

1. Install alternator into testing machine vise
2. Verify correct size pulley on alternator
3. Verify and install correct size pulley on testing machine to drive alternator at prescribed (production) engine idle RPM
4. Install drive belt between alternator pulley and tester pulley
5. Check for proper pulley alignment
6. Attach test leads to alternator
7. Connect cables to 12-volt battery
8. Place heat-shroud over alternator/vise assembly
9. Position heat gun
10. Turn on test machine cooling fans
11. Turn on BATTERY switch (if needed)
12. Set MOTOR switch to **slow** position
13. Set VOLT switch to 12 or 24 volt position

14. Set PULLEY knob to diameter of pulley being used
15. Turn on START switch

TEST PROCEDURE

1. Adjust RPM to prescribed engine idle speed
2. Slowly turn FIELD CURRENT load control from minimum position toward maximum position until VOLT gauge reads 12.4 volts
3. Note reading from AMP gauge: **This reading is Maximum Output at Idle under Full Load**

Continue testing to determine SAE (hot) rating Performance Curve

Raise RPM gradually another 500 RPM;

Note reading from AMP gauge

Raise RPM gradually another 500 RPM;

Note reading from AMP gauge

Raise RPM gradually another 500 RPM;

Note reading from AMP gauge

Raise RPM gradually another 500 RPM;

Note reading from AMP gauge

Using the four (4) readings documented in the performance test above, plot Alternator Performance Curve using appropriate software

4. Capture temperature readings of housing surface, stator, rotors and both bearings
 5. Document these readings for use in subsequent comparisons and/or star rating computation
- During the test period, the temperature inside the heat shroud will be between 120 - 150 degrees F. The alternator will run at minimum idle speed (600 rpm) for 30 minutes and at maximum rpm speed (2000) for 30 minutes
 - The alternator amperage output, minimum battery voltage, and temperature of the alternator will be continuously monitored and readings documented during testing for use in subsequent comparisons and/or star rating computation

SYSTEM TEST RESULTS

Alternator will **fail** the test if:

- a. Amperage output falls below the maximum amperage draw for the type bus it will be used on
- b. Alternator Performance Curve rating is lower than manufacturer provided Performance Curve rating

Exhibit 7

FLORIDA DEPARTMENT OF TRANSPORTATION

BRAKE TEST PROCEDURE

(VERSION 2)

OVERVIEW

This test is the brake performance standard for all transit equipment purchased through Florida Vehicle Procurement Program contracts. The FDOT will test one or more vehicles from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

TEST CONDITIONS / EQUIPMENT

The test will be performed on a level asphalt parking lot or street in dry conditions. The test will be performed using a VC-4000 Brake Meter that records acceleration, test speed, brake efficiency and stopping distance. The test will be performed at a speed of 20 miles per hour. The test will be performed with 150 pounds in each seat position and 250 pounds in each wheelchair position to simulate the bus loaded to maximum passenger capacity.

TEST SET-UP

1. Using the, VC-4000 Brake Meter ensure the battery is charged sufficiently.
2. Choose a safe test area in the vehicle that is level as possible.
3. Place the Brake meter in the vehicle with the arrow pointing in the direction of travel.
4. Press MENU until the current mode is service brake test.
5. Press the auto start button and the display will indicate whether or not the unit is level enough to perform the test.

TEST PROCEDURE

1. With vehicle in stopped position, driver will accelerate to 22 miles per hour;
2. Without causing the vehicle to skid, apply heavy and consistent pressure to the service brake until the vehicle comes to a complete stop as quickly as possible.
3. The test is now complete. Unit will calculate 20 miles per hour stopping distance.

Perform the test at 20 miles per hour. Record the stopping distance of each test using a VC-4000 to record brake performance, speed and stopping distance. Perform the test without passenger load, and then perform the test with the vehicle fully loaded to seating capacity. The test without passenger load is for FDOT information purposes only.

SYSTEM TEST RESULTS

Each test at 20 miles per hour will be performed 3 times in a rapid succession and recorded. From the time the brakes are applied the bus must stop within 22 feet without brake fade.

The bus will fail the test if;

- a. The vehicle fails to stop all 3 times, from 20 miles per hour in 22 feet.
- b. The brakes fade or overheat during the test.

INVALID TEST

The test will be deemed invalid if;

- a. Surface conditions change due to rain;
- b. Recordings are checked and any conditions are not met

Exhibit 8

FLORIDA DEPARTMENT OF TRANSPORTATION

EMERGENCY/PARK BRAKE TEST PROCEDURE

(VERSION 1)

OVERVIEW

This test is the park brake performance standard for all transit equipment purchased through Transit Research Inspection Procurement Services program contracts. The FDOT will test one or more vehicles from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

TEST CONDITIONS / EQUIPMENT

The test will be performed on a 15 degree incline ramp in dry conditions. The surface angle will be verified using a Johnson Angle Locator. The test will be performed with 150 pounds in each seat position and 250 pounds in each wheelchair position to simulate the bus loaded to maximum passenger capacity.

TEST SET-UP / PROCEDURE

1. Perform a complete system check assuring the emergency/park brakes are in proper working condition, tires are in good condition and properly inflated, minimum of ¼ tank of fuel.
2. Install and secure correct testing ballast weight in each seating and wheelchair position;
3. Verify that ramp angle is at 15 degrees;
4. Position bus on ramp in forward position (front end up);
5. Place wheel chocks two inches behind right side and left side rear tires;
6. Place indicator marks on both rear tires and ramp surface;
7. Set parking brake to the fully on position;
8. Place transmission in the neutral position;
9. Monitor and record any movement of the bus for 30 minutes;

After 30 minutes, reposition bus to be in a rearward position (front end down);

Repeat the above procedure.

SYSTEM TEST RESULTS

The bus will fail the test if;

- a. There is more than one inch of movement in the 30 minute time period in either position;
- b. The brakes display any signs of slippage during the test.

INVALID TEST

The test will be deemed invalid if:

- a. Any of the specified procedure steps are not followed;
- b. Surface conditions change due to rain.

Exhibit 9

After Sales Service

1. Dealer to provide a contact person(s) for warranty and parts with a dedicated phone line to be answered during normal business hours.
2. Dealer to provide a list of most often requested bus parts to be used in creating a parts stockage level list at the dealer's location.
3. Dealer to provide a list of authorized service centers in the state of Florida capable of general bus repairs, wheelchair lift/ramp repair, and A/C repair.
4. Dealer to provide a minimum of one field service technician familiar with all areas of the bus. This technician must be prepared to travel throughout the state and provide repairs when local agencies cannot make the repair.

Exhibit 10

TRIPS PROGRAM-STAR RATING GUIDELINES

Air Conditioner

(Version 5)

Stars are earned for achievements in each of the categories listed below. Air conditioner manufacturers have the ability to receive up to 5 stars (one per category). Continuous type data will be averaged by contract to obtain ratings. Ratings will be updated semi-annually.

Category One: Temperature: One star will be earned if the temperature captured individually by the C1, C2, and C3 Leads during the A/C pull-down test is between 67- 69 degrees F. If unable to obtain this metric, a half star will be earned if the *average* on all three sensors as captured by the C1, C2, and C3 Leads during the A/C pull-down test is between 67- 69 degrees.

Category Two: Amperage Draw: One star will be earned if the system has the lowest amperage draw as captured by step 8 of the A/C pull-down test. A half star will be earned if the system has the second lowest amperage draw as captured by step 8 of the A/C pull-down test. A quarter star will be earned if the system has the third lowest amperage draw as captured by step 8 of the A/C pull-down test.

Category Three: After Sales Service: One star will be earned if the A/C manufacturer displays timeliness in repairing any and all system defects. TRIPS defines “timeliness” as four (4) business days or less, from notification of defective system/component to completion of repairs. A half star will be earned if the repair occurs between five (5) and eight (8) days, a quarter star will be earned for repairs taking longer than eight (8) days.

Category Four: Warranty: A half star will be earned for providing the longest system warranty as detailed in the vehicle purchasing agreement. A half star will be earned for *exceeding* the provisions of Part 5, Section 5.4.0 of the vehicle purchasing agreement, “work necessary to affect the repairs defined in Section 5.1.2 shall commence within ten (10) working days after receipt of notification by Dealer.” A quarter star will be earned for *meeting* the provisions of Part 5, Section 5.4.0.

Category Five: Product Reliability: One star will be earned for having ten percent (10%) or less of A/C systems encountering any type of defect for the useful life of the system (as determined by vehicle type), excluding post-delivery inspection results. A half star will be earned for having less than fifteen percent (15%) but greater than ten percent (10%) of A/C systems encountering any type of defect for the useful life of the system (as determined by vehicle type), excluding post-delivery inspection results.

Exhibit 11

TRIPS PROGRAM-STAR RATING GUIDELINES

Alternator

(Version 5)

Stars are earned for achievements in each of the categories listed below. Alternator manufacturers have the ability to receive up to 5 stars (one per category). Continuous type data will be averaged by contract to obtain ratings. Ratings will be updated semi-annually.

Category One: Temperature: One star will be earned for the lowest average temperature captured on the housing surface, stator, rotors and both bearings as compared to alternators with similar characteristics. A half star will be earned for the second lowest average temperature captured on the housing surface, stator, rotors and both bearings as compared to alternators with similar characteristics

Category Two: Performance: One star will be earned if alternator maintains a 150 amp output with a minimum of fourteen (14) volts supplied to the battery for 30 minutes, at an alternator rotor speed of 2000 RPM.

Category Three: After Sales Service: One star will be earned if the alternator manufacturer displays timeliness in repairing any and all product defects. TRIPS defines “timeliness” as four (4) business days or less, from notification of defective system/component to completion of repairs. A half star will be earned if the repair occurs between five (5) and eight (8) days, a quarter star will be earned for repairs taking longer than eight (8) days.

Category Four: Warranty: A half star will be earned for longest alternator warranty provided as detailed in the vehicle purchasing agreement. A half star will be earned for *exceeding* the provisions of Part 5, Section 5.4.0 of the vehicle purchasing agreement, “work necessary to affect the repairs defined in Section 5.1.2 shall commence within ten (10) working days after receipt of notification by Dealer.” A quarter star will be earned for *meeting* the provisions of Part 5, Section 5.4.0.

Category Five: Product Reliability: One star will be earned for having ten percent (10%) or less of alternators encountering any type of defect for the useful life of the system (as determined by vehicle type), excluding post-delivery inspection results. A half star will be earned for having less than fifteen percent (15%) but greater than ten percent (10%) of alternators encountering any type of defect for the useful life of the system (as determined by vehicle type), excluding post-delivery inspection results.

Exhibit 12

TRIPS PROGRAM-STAR RATING GUIDELINES

Manufacturer

(Version 5)

Stars are earned for achievements in each of the categories listed below. Manufacturers have the ability to receive up to 5 stars (one per category). Continuous type data will be averaged by contract to obtain ratings. Ratings will be updated semi-annually.

Category One: Quality: One star will be earned if the results of the post-delivery inspection conducted at the SBTIF reveal an average of four (4) defects or less for all vehicles inspected, specific to purchasing agreement. A half star will be earned if the results of the post-delivery inspection conducted at the SBTIF reveal an average of between five (5) and eight (8) defects for all vehicles inspected, specific to purchasing agreement. A quarter star will be earned if the results of the post-delivery inspection conducted at the SBTIF reveal an average of between nine (9) or greater defects for all vehicles inspected, specific to purchasing agreement.

Category Two: Design / Crashworthiness: One star will be earned if the manufacturer's Pre-Qualification Structural Test results equal or exceed:

- Floor to Wall (FTW) connection test- 400 J/m
- Roof to Wall (RTW) connection test- 200 J/m
- Sidewall Panel Test - 1000 J/m with less than 150 mm deflection

A half star will be earned if the manufacturer's Pre-Qualification Structural Test results are between the passing standard and the one-star criteria listed in this Category.

Category Three: Compliance: One star will be earned for complying with Part 4, Quality Assurance Provisions, of the contract, in its entirety and having a completed TRIPS generated Plant Inspection report on file for the current production year. A half star will be earned for meeting one of the two requirements of this Category.

Category Four: Product Reliability: One star will be earned for having twenty five percent (25%) or less of vehicles encountering any type of defect for the useful life of the system (as determined by vehicle type), specific to purchasing agreement and excluding post-delivery inspection results. A half star will be earned for having less than thirty five percent (35%) but greater than twenty five percent (25%) of vehicles encountering any type of defect for the useful life of the system (as determined by vehicle type), specific to purchasing agreement and excluding post-delivery inspection results.

Category Five: Insulation / R value: One star will be earned for the lowest retained temperature captured during the 30 minute heat-gain test conducted as part of the A/C pull down test, specific to purchasing agreement. A three quarter star will be earned for the second lowest retained temperature captured during the 30 minute heat-gain test conducted as part of the A/C pull down test, specific to purchasing agreement. A half star will be earned for the third lowest retained temperature captured during the 30 minute heat-gain test conducted as part of the A/C pull down test, specific to purchasing agreement. A quarter star will be earned for the fourth lowest retained temperature captured during the 30 minute heat-gain test conducted as part of the A/C pull down test, specific to purchasing agreement.

Exhibit 13

TRIPS PROGRAM-STAR RATING GUIDELINES

Dealer

(Version 5)

Stars are earned for achievements in each of the categories listed below. Dealers have the ability to receive up to 5 stars (one per category). Continuous type data will be averaged by contract to obtain ratings. Ratings will be updated semi-annually.

Category One: After Sales Service: One star will be earned if the dealer fully complies with Exhibit 9, After Sales Service, as defined in the purchasing agreement, and receives an average score of four (4) or above from the agency post-delivery surveys. A three-quarter star will be earned if the dealer is in partial compliance with **Exhibit 9, After Sales Service**, as defined in the purchasing agreement and receives an average score of at least four (4) or above from the agency post-delivery surveys. A half star will be earned if the dealer is in full or partial compliance with **Exhibit 9, After Sales Service**, as defined in the purchasing agreement and receives an average score of greater than three (3) but less than four (4) from the agency post-delivery surveys.

Category Two: Warranty: One star will be earned if the dealer starts work immediately on warranty claims, as defined in Part 5, Section 5.4.0 and fully complies with Part 5, Section 5.10.5. A half star will be earned for complying with one of the two Sections referenced in this Category.

Category Three: Compliance: One star will be earned if the dealer is in full compliance with **Exhibit 1, DATACenter Dealer Requirements**, of the contract.

Category Four: TRIPS Satisfaction Survey: One star will be earned if the dealer receives an average score of four (4) or above from the TRIPS Overall Satisfaction survey. A half star will be earned if the dealer receives an average score of greater than three (3) but less than four (4) from the TRIPS Overall Satisfaction survey. A quarter star will be earned if the dealer receives an average score of greater than two (2) but less than three (3) from the TRIPS Overall Satisfaction survey.

Category Five: Contract Management: One star will be earned if both the dealer and manufacturer participate in TRIPS requested annual meeting to review contract status and problem solve. One half star will be earned for dealer-only participation.

Exhibit 14

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

Sign #1

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

Sign #2

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

Discrimination in:

*Public accommodations on the basis of
race, color, religion, sex, national origin,
handicap, or marital status.*

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

Sign #3

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

Discrimination in:

*Public accommodations on the basis of
race, color, religion, sex, national origin,
handicap, or marital status.*

*Persons believing they have been
discriminated against on these conditions
may file a complaint with the
(xxxxxxxxxxxxxxxxxx) at (xxxxxxxxxxxxxxxxxx)*

PART 3

OPTIONAL EQUIPMENT



Contract #TRIPS-15-MB-CB

Mobility Works Mini Bus
With ADA Option

OPTIONAL EQUIPMENT

TRIPS-15-MB-CB

Mobility Works Mini Bus *With ADA Option*

3.1.0 ALTERNATIVE ENGINE

- 3.1.1 Gas 3.7L V-6 DOHC
Gas 3.5L V-6 Eco Boost Engine
Diesel 3.2L I-5 DOHC
- 3.1.2 Alternative Fuels – Proposer shall provide details and separate cost of any Alternative Fuel engine packages when available.

3.2.0 TIRES & WHEELS

- 3.2.1 Aluminum Wheels for model FT148WBMR only

3.3.0 ELECTRICAL

- 3.3.2 A 2-way radio prep package shall be provided as an option
- 3.3.3 110V power inverter with accessory outlet within easy reach of each passenger
110V inverter costs - required with accessory outlets
110V accessory outlet per location

3.4.0 DOORS

- 3.4.1 The W/C lift/ Ramp Door, if equipped with option, shall have an Interlock System. (STANDARD IN WHEEL CHAIR LIFT OPTION)

3.5.0 DUAL SWING ENTRY DOOR (DELETE)

- 3.5.1 Dual Swing Entry Door shall be included as a "DELETE" option, providing the vehicle with the standard OEM rear passenger entry door.

3.6.0 INTERIOR LIGHTS

- 3.6.1 Individual reading lamps provided as an option at seating positions.

3.7.0 SEATING

- 3.7.1 Fold-away seats shall be accepted when wheelchair lift/ramp option is selected.

3.7.2 Up Grade Passenger Seats Only Level 4 Cloth

3.8.0 FLOOR COVERING

3.8.1 Altro Ultra Chrome, all floor colors optional

3.8.2 Upgraded flooring with smooth, all welded seams. Customer to supply color selection. Include step tread material. Black Altro is Standard in Base

3.10.0 WHEEL CHAIR LIFT/ RAMP

3.10.0 See all requirements in **PART 2, SECTION 30.1 – 30.8** Wheelchair lift

Manufacturer: Braun Model: NVL919-2FIB

Manufacturer Ricon Klearview K2010

Roof Hatch Included (Available only on Model FT148EWBHRDRW)

3.11.0 SECUREMENT DEVICES

3.11.0 See all requirements in **PART 2, SECTION 31.1 – 31.13**

Manufacturer: Q Straint Model: QRT MAX

3.12.0 DIGITAL SECURITY CAMERA'S

3.12.1 Provide security camera system, minimum of two (2), in conjunction with the event data recorder system.

Security camera system, REI with 2 Cameras

Security camera system, TSI System with 2 Cameras

3.12.0 OTHER OPTIONAL

3.14.1 Transit Works Smart Floor Track System

3.14.2 Child Seats: Freedman ICS Child Seat W/ Under Seat Retractable Seat Belts

3.14.3 Freedman Child Restraint System Latches and Tethers only

3.14.4 Sidewall Wheelchair Carrier

PART 4

QUALITY ASSURANCE PROVISIONS



Contract #TRIPS-15-MB-CB

Mobility Works Mini Bus
With ADA Option

QUALITY ASSURANCE PROVISIONS

#TRIPS-15-MB-CB

4.1.0 CONTRACTORS IN-PLANT QUALITY ASSURANCE REQUIREMENTS

4.1.1 QUALITY ASSURANCE ORGANIZATION

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

4.1.2 CONTROL

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

4.1.3 AUTHORITY AND RESPONSIBILITY

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

4.2.0 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

4.2.1 WORK INSTRUCTIONS

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

4.2.2 RECORDS MAINTENANCE

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

4.2.3 CORRECTIVE ACTION

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

4.3.0 STANDARDS AND FACILITIES

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

4.3.1 CONFIGURATION CONTROL

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

4.3.2 MEASURING AND TESTING FACILITIES

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

4.3.3 PRODUCTION TOOLING AS MEDIA OF INSPECTION

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

4.3.4 EQUIPMENT USE BY TRIPS LINE INSPECTORS

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

4.4.0 CONTROL OF PURCHASES

Manufacturer shall maintain quality control of purchases.

4.4.1 SUPPLIER CONTROL

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

4.4.2 PURCHASING DATA

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

4.5.0 MANUFACTURING CONTROL

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

4.5.1 COMPLETED ITEMS

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

4.5.2 NONCONFORMING MATERIALS

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

4.5.3 STATISTICAL TECHNIQUES

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

4.5.4 INSPECTION STATUS

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

4.6.0 INSPECTION SYSTEM

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

4.6.1 INSPECTION STATIONS

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

4.6.2 INSPECTION PERSONNEL

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

4.6.3 INSPECTION RECORDS

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

verify the collective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the procuring agency shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

4.6.4 QUALITY ASSURANCE AUDITS

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

4.7.0 ACCEPTANCE TESTS

4.7.1 RESPONSIBILITY

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

4.7.2 PRE-DELIVERY TESTS

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

4.7.3 INSPECTION-VISUAL AND MEASURED

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that the required components are included and are

ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in the static condition do function as designed.

4.7.4 TOTAL VEHICLE OPERATION

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



Contract #TRIPS-15-MB-CB

Mobility Works Mini Bus
With ADA Option

WARRANTY PROVISIONS

#TRIPS-15-MB-CB

5.0.0 BASIC PROVISIONS

5.1.0 WARRANTY REQUIREMENTS

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

5.1.1 COMPLETE VEHICLE

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

5.1.2 SUBSYSTEMS AND COMPONENTS

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

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

Exhibit 5-1

STANDARD WARRANTY

Subsystem and Component Minimum Warranty, whichever occurs first.

Item	Years	Mileage
OEM Chassis (incl. tires)	3	36,000
OEM Air Conditioning System	3	36,000
Secondary Air Conditioning System	4	Unlimited
Alternator	3	36,000
Wheelchair Ramp/Lift	4 (Parts and Labor)	Unlimited

Component Warranties

Sheet metal rust through	3	Unlimited
Powertrain (diesel)	5	100,000
Powertrain (gas)	5	60,000
Body Structural	3	36,000
Interlock System	3	Unlimited
Electronic Data Recorder	2	Unlimited

5.2.0 VOIDING OF WARRANTY

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

5.3.0 EXCEPTIONS TO WARRANTY

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

5.4.0 DETECTION OF DEFECTS

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

5.5.0 SCOPE OF WARRANTY REPAIRS

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

5.6.0 FLEET DEFECTS

A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this

contract. For the purpose of this bid, identical defects occurring in sixty (60) percent of vehicles delivered shall be considered a "fleet defect."

5.6.1 SCOPE OF WARRANTY PROVISIONS

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

5.6.2 VOIDING OF WARRANTY PROVISIONS

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

5.6.3 EXCEPTIONS TO WARRANTY PROVISIONS

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

5.7.0 REPAIR PROCEDURES

5.7.1 REPAIR PERFORMANCE

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

5.7.2 REPAIRS BY CONTRACTOR

If the TRIPS requires Dealer to perform warranty-covered repairs, Dealer's representative must begin within ten (10) working days after receiving notification of a defect from the purchaser, work necessary to effect repairs. The purchaser shall make the vehicle available to complete repairs timely with Dealer repair schedule. Dealer shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the TRIPS option, Dealer may be required to remove the vehicle from the purchaser's property while repairs are being affected. If the vehicle is

removed from the purchaser's property, repair procedures must be diligently pursued by Dealer's representative.

5.8.0 REPAIRS BY THE PURCHASER

5.8.1 PARTS USED

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

5.8.2 CONTRACTOR SUPPLIED PARTS

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

5.8.3 DEFECTIVE COMPONENTS RETURN

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

5.8.4 REIMBURSEMENT FOR LABOR

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

5.8.5 REIMBURSEMENT FOR PARTS

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

5.9.0 WARRANTY AFTER REPLACEMENT / REPAIRS

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

5.10.0 DEALER WARRANTY SERVICE AND REPORTING

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

5.10.1 CONTRACT DEALERS WARRANTY SERVICE

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

5.10.2 CONTRACT DEALERS RESPONSIBILITY

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

5.10.3 MAINTAIN TRACKING SYSTEM

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

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

5.10.4 AGENCY PERFORM REPAIRS

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

5.10.5 WARRANTY REPORTING

The Dealer is required to input any reported and actionable *warranty repair* issues with the vehicle after the vehicle has been delivered and put into service, and report the actions taken to fix these issues during the entire warranty period. Information should include dates, contact persons, telephone numbers, description of the problem, repair facility, release date from the repair facility, agency notification dates and agency follow-up dates. These actions are entered into the DATACenter through the “*Vehicle Defect Form*”, accessed through the “**Repairs**” Tab. Select “warranty” on the form. Failure to enter prescribed warranty claims information into the TRIPS DATACenter may result in contract suspension after two (2) violations.”

PART 6

PAINT SCHEMES



Contract #TRIPS-15-MB-CB

Mobility Works Mini Bus
With ADA Option

PAINT SCHEMES

#TRIPS-15-MB-CB

EXTERIOR VEHICLE IDENTIFICATION

- 6.1.1 Individual corporate logos, agency name in specific size block lettering, reflective material, vinyl wrap or other vehicle identification requested by the Purchaser will be negotiated separately between the Purchaser and the Dealer outside of the TRIPS contract, but included in the final Purchase Order specifications and pricing for each vehicle.
- 6.1.2 FDOT assigns a specific number to each vehicle purchased using its Capital funding sources. The identification shall be displayed as **FDOT #000000** in 3M reflective material, or approved equal, Helvetica Medium two inch lettering/numbering. The numbering will be displayed on the rear and front of the vehicle at locations agreed to by TRIPS. It will be the dealer's responsibility to obtain this number from FDOT and post on the vehicle at delivery or immediately thereafter.
- 6.1.3 All vans purchased with funding provided through the American Recovery & Reinvestment Act (ARRA) shall have an official ARRA logo (see **Exhibit 6A**) attached to the rear surface of the vehicle above the bumper.

EXHIBIT 6A



PAINT SCHEME #1
Optional



FORD OEM SINGLE COLOR LUNAR SKY

PAINT SCHEME #2
Optional



FORD OEM SINGLE COLOR RACE RED
(REPLACES VERMILLION RED)

PAINT SCHEME #3
Optional



FORD OEM SINGLE COLOR CARIBOU
(REPLACES PUEBLO GOLD)

OTHER COLORS AVAILABLE



FORD OEM SINGLE COLOR MAGNETIC



FORD OEM SINGLE COLOR GREEN GEM



FORD OEM SINGLE COLOR BLUE JEANS



FORD OEM SINGLE COLOR SHADOW BLACK



FORD OEM SINGLE COLOR INGOT SILVER