

PART 1

SOLICITATION, GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS



Emergency Contract #TRIPS-20-VM-RFP

Virus Mitigation Equipment

PROPOSAL # TRIPS-20-VM-RFP

SOLICITATION, GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS

SOLICITATION

1.1 SCOPE

On March 9, 2020, Florida Governor Ron DeSantis issued a state of emergency in response to the COVID-19. Letting of this proposal is in response to the current pandemic in an effort to expedite procurement of necessary products, supplies, and innovative equipment transit providers require to assist in preparing for, containing, responding to, and mitigating the effects of COVID-19. Notice is hereby given that the Transit Research Inspection Procurement Services Program (TRIPS) will receive sealed proposals on behalf of agencies within the state of Florida, herein referred to as the “Purchasers” to establish a statewide Purchasing Agreement for the manufacture and delivery of components related to the elimination, prevention and mitigation of infectious viruses and diseases on various types of transit buses and vehicles and at transit facilities. This RFP is to be considered an emergency request for products, equipment and or services due to the current Coronavirus pandemic. Proposers must have products, equipment or services ready for sale on this proposal. Products, equipment or services in the research and development stage will not be considered for this RFP.

In accordance with the terms and conditions set forth below, an original, four (4) hard copies and 4 USB storage devices, must be received at the above address (Attn: Carlton Allen) not later than 3:30 PM EST, Friday September 11, 2020 shall be submitted to:

Carlton Allen
TRIPS Contract Administrator
University of South Florida
Center for Urban Transportation Research
2612 Springhill Rd, Tallahassee, Fl 32305

1.2 PROPOSAL REQUIREMENTS

Proposals will be received until 3:30 PM EST, Friday, September 11th, 2020. Any proposal received after that time will not be considered and will be returned to the Proposer unopened. All labor, equipment, and materials shall be furnished in strict accordance with the conditions

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of the Purchasing Agreement documents. The failure to comply with any requirement contained in the proposal Documents may result in the rejection of the proposal as non-responsive or a finding that the proposer is not qualified for this project

This contract is an Emergency contract. The Purchasers will be allowed to purchase components for the term of one year.

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 Proposer with the properly completed forms and order information; resolution of issues 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; 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 - Quality Assurance Provisions

1.3 BASIS FOR AWARD

The TRIPS shall be using a Request for Proposal format for this procurement. The Purchasing Agreement shall be awarded to the proposer(s) who is in compliance with the conditions and requirements of this proposal and whose weighted criteria points designate the best value relative to the evaluation criteria discussed in **Section 1.6** of the RFP document.

The TRIPS may award to more than one Proposer whose proposal is in compliance with all State and Federal regulations. Awards based on Best Value represent an assessment of the evaluation criteria and scoring, consisting of immediate availability, technical specifications, price, and quality control program.

Each proposal shall consist of **three (3)** separate envelopes. **Envelope number 1, Technical Proposal**, shall contain the technical specifications of the proposed vehicle. This envelope will also include the items identified in **Exhibit 1: TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & DOCUMENTS** of this solicitation. Envelope number 1 shall be plainly marked with the company name and the words “Technical Proposal” and “Envelope Number 1.”

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Envelope number 2, Price Proposal, shall contain proposal forms A, B, and E, identified in **Exhibit 2: PRICE PROPOSAL FORMS**. Envelope number 2 shall be plainly marked with the company name and the words “Price Proposal” and “Envelope Number 2.”

Envelope number 1, technical proposal, and Envelope number 2, price proposal, shall be placed inside **Envelope (or box) number 3**. Envelope (or box) number 3 shall be plainly marked with the company name and the words “Envelope (or box) Number 3.”

1.4 EVALUATION PROCESS FOR PROPOSALS

The TRIPS shall employ evaluation criteria in determining the award of this Purchasing Agreement. These criteria are outlined below under **Paragraph 1.6: EVALUATION CRITERIA**, and are listed in order of importance and value. Although we are requesting that pricing and technical specifications be separated when submitted, these documents will be reviewed and evaluated concurrently with all other aspects/documents of the proposal. The Purchasing Agreement awarded will be dependent upon the successful Proposer being able to comply with the provisions and requirements of the solicitation in a timely manner. All information to be submitted in the proposal must be correct, complete and verifiable. The proposer may be required to submit supporting documentation on the technical aspects and cost. The TRIPS may select a proposal for award without any discussions, negotiations, or requests for any Best and Final Offers (BAFO’s). The TRIPS Program Administrator expects all proposers to fully cooperate with the evaluation process.

1.5 PRELIMINARY EVALUATION

The evaluation of Envelope number 1, Technical Proposal, and Envelope number 2, Price Proposal, shall be conducted together, and will be an internally consistent evaluation of price and technical factors.

A price evaluation shall be conducted by the TRIPS evaluation committee to establish that the proposal is within the competitive range. The technical evaluation will identify those proposals that meet the minimum technical requirements. It will also determine compliance to technical specifications and evaluate features of the proposed vehicle using established criteria.

Offerors of any proposals that have been determined to not be in the competitive range, and cannot reasonably be made to fall within the competitive range, will be notified in writing, including the shortcomings of their proposals, and these proposals will not be subject to the point tabulation method of evaluation described in Paragraph 1.7.

The evaluation process will use a pre-established ranking system.

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1.6 EVALUATION CRITERIA

The specifications, as amended through the request for approval or exception process, and any addenda thereto, set forth the minimum requirements of the, products, equipment or services and other deliverables required through this procurement.

The award of this Purchasing Agreement shall be made to the offeror whose proposal, in the opinion of the TRIPS Proposal Evaluation Committee, best meets the established criteria listed herein. Consideration shall be given to such matters as Contractor integrity, record of past performance and financial and technical resources. Price shall be a factor in the award decision, although the award may not be made to the proposal with the lowest price. The award will be made to the Proposer who is “most advantageous” with “price and other factors” considered. Technical superiority, delivery time, service support and training as well as price and technical aspects in order of priority are as follows:

a. TECHNICAL SPECIFICATIONS

Technical specifications are the most important determinant for award. The main design intents of the specifications are: safety, effectiveness, and environmental tolerability. Therefore, the TRIPS will consider the type of components used to mitigate or eliminate air and surface borne viruses or diseases.

b. PRICE

Price is of utmost importance to the TRIPS, but not the sole consideration. Price shall be evaluated on its overall relationship to being most advantageous and favorable for the Purchasers. All respondents should be aware that the Purchasers are seeking to purchase currently available products, equipment or services with local, state and federal funding available.

c. QUALITY CONTROL PROGRAM

A Quality Control Program is of utmost importance to the TRIPS. The TRIPS has found that the lack of an effective Quality Control Program always negatively impacts our goal of a defect free product. All Proposers should understand that failure to demonstrate an effective Quality Control Program will have a negative impact on their evaluation for this criterion.

d. AVAILABILITY

The TRIPS expects all parties responding to this RFP to meet the availability criteria outlined in the scope of work. In addition to the specified availability criteria, the TRIPS will review

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additional delivery schedules that are offered. Availability shall be evaluated in terms of longevity, cost, and overall relationship to being most advantageous and favorable for the Purchasers.

1.7 GUIDELINES FOR EVALUATION CRITERIA

Prior to the opening of proposals, a determination is made as to the proportional weight assigned to Envelope Number 1, Technical Proposal, and Envelope Number 2, Price Proposal. At the same time, a decision is made as to the criteria used under Envelope Number 1, Technical Proposal, and its respective value. The proportional weight assignments are not made public. However, the criteria factors are listed in the Request for Proposal under **1.6 Evaluation Criteria**.

In the Evaluation Criteria review of Envelope Number 1, Technical Proposal, a point tabulation method will be established for each criteria with the lowest points designated the worst and the highest points designating the best relative to the criteria. The other proposers in the competitive range will be allotted corresponding points based on the variance from the proposal best meeting the technical specifications. The Evaluation Committee will submit the achieved scores in its recommendation.

The Pricing Review of Envelope Number 2, follows a similar procedure. Using a point tabulation method, the lowest points designate the worst and the highest points designate the best relative to the criteria. The vehicle with the lowest price shall receive the maximum number of points for this factor. The other proposers in the competitive range will be allocated corresponding points based on the variance from the lowest cost submitted. The number of points achieved is then proportionally allotted to the pre-established weight for Envelope Number 2, Price Proposal.

The weighted scores for Envelope 1, Technical Proposal, and Envelope 2, Price Proposal, are combined to determine the total score for each proposal.

Unless all proposals are rejected, award shall be made to that proposer whose proposal, conforming to the solicitation, will be most advantageous to the Purchasers, price/cost or other factors considered.

A full description of the procurement process is provided herein with the major steps being identified as follows:

1. The TRIPS Program Administrator prepares a Request for Proposal (RFP), which includes the technical specifications defining the actual minimum needs and identifies all significant evaluating factors listed in their respective order of importance. For internal reference only, a memorandum to the file is prepared documenting the established criteria.

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2. Proposal Evaluation Committee membership is determined by the TRIPS Program Manager. The Proposal Evaluation Committee may be comprised of representatives from the Transit Maintenance Analysis and Resource Center and Transit Research Inspection Procurement Services Program Advisory Committees, the FDOT, or others determined by the TRIPS Program Manager to be appropriate for involvement in the specific RFP evaluation process.
3. The RFP is issued to known potential proposers and advertised to ensure a high degree of competition.
4. By an established date, the proposer submits proposals in three sealed envelopes, in accordance with **Paragraph 1.3** of this solicitation. Envelope Number 1 includes the technical and contractual proposal, while Envelope Number 2 includes the quoted price and cost data and other relevant information. Envelopes 1 & 2 will be sealed inside Envelope (Box) Number 3.
5. Proposals will not be publicly opened. All proposals will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the Evaluation Committee, and the TRIPS Program Manager and Administrator will be provided access to the proposals and evaluation results during this period.
6. Proposals are evaluated by the Proposal Evaluation Committee in reference to the prioritized criteria published in the RFP.

NOTE: Only the criteria are published.

7. This solicitation is a negotiated proposal. Evaluations and/or price comparisons are allowed between proposals. Discussion will disclose the strengths and weaknesses of competing proposals.
8. Recommendation is made to the TRIPS Advisory Committee for approval.
9. Award of Purchasing Agreement will be dependent upon the required Pre- Award and Buy-America Certification.
10. FDOT approval is obtained, if required.
11. All proposers will be advised in writing of the final decision.

1.8 PROPOSAL REVIEW PROCEDURES

- a. Any person adversely affected by this solicitation shall file with Carlton Allen, Contract Administrator, University of South Florida, Center for Urban Transportation Research, 4202

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E. Fowler Avenue, CUT100, Tampa, Florida, 33620-5375, a notice of Protest, in writing, at least 15 calendar days prior to the date on which proposals are to be received.

- b. Any person adversely affected by a decision in connection with this solicitation shall file a Notice of Protest, in writing, within 72 hours of receipt of the decision. All Notices of Protest shall be accompanied by a "Protest Bond" in the amount of five thousand dollars (\$5,000). The Protest Bond shall be a Surety Bond issued by an insurer with an agent or resident office in the state of Florida. Tony Brandin, TRIPS Manager for the Florida Department of Transportation, or designee, shall be the custodian of the Protest Bond. The Protest Bond shall reference this proposal and shall be payable to the State of Florida, Department of Transportation, 605 Suwannee Street, Mail Station 26, Tallahassee, FL 32399-0450. If the Notice of Protest is withdrawn or a Formal Written Protest is not filed in accordance with this agreement, the Protest Bond will be forfeited.
- c. All protestors shall file a Formal Written Protest with the TRIPS Program Administrator within 10 calendar days after the date of filing the Notice of Protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- d. Upon receipt of a formal written protest which has been timely filed, the TRIPS Program Administrator shall stop the proposal solicitation process or the Purchasing Agreement award process until the subject of the protest is resolved by mutual agreement or by final action of the Florida Department of Administration.
- e. The TRIPS Contract Administrator shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 working days of receipt of a formal written protest. If the protest is not resolved by mutual agreement within 7 days the TRIPS Contract Administrator and/or the protestor shall refer the protest to: Tony Brandin, TRIPS Manager for the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, FL 32399-0450.
- f. The Florida Department of Transportation will review the protest, and the TRIPS Program Manager's decision and either concur or reverse the decision in writing within seven (7) working days.
- g. Any appeal of the decisions of the Florida Department of Transportation shall be filed and administered by the "Administrative Procedures Act," Chapter 120, Florida Statutes.
- h. Failure to file a protest within the time prescribed in Section 120.53 (5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. It is the responsibility of the protestor to obtain complete information and legal counsel as appropriate.

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1.9 PREPARATION OF PROPOSALS

Each proposal shall be made only on the forms provided and in accordance with procedures delineated in **Paragraph 1.3. Basis for Award**. Each complete proposal shall be enclosed in a sealed envelope or box capable of holding Envelope 1, Technical proposal, and Envelope 2, Price proposal, with the name and address of the proposer marked on the outside. All blank spaces in the proposal attachments must be filled in and no changes shall be made to the wording.

1.10 PROPOSAL POSTPONEMENT AND AMENDMENT (ADDENDUM)

The TRIPS Program Administrator reserves the right to revise or amend the specifications up to the time set for the opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective proposer. If the revisions and amendments require changes in quantities or price offered, or both, the date set for opening the proposals may be postponed by such number of days as in the opinion of the TRIPS Program Administrator shall enable proposers to revise their proposals. In any case, the proposal opening shall be at least five (5) working days after the last amendment, and the amendments shall include an announcement of the new date, if applicable, for opening proposals.

1.11 PROPOSAL REJECTION

The TRIPS Program Administrator reserves the right to waive any minor proposal informalities or irregularities received which do not go to the heart of the proposal or prejudice other proposers, or to reject, for good and compelling reasons, any and all proposal submitted.

1.12 SUBMISSION OF SINGLE PROPOSAL

If only one proposal is submitted in response to this request for proposal (RFP), a detailed cost proposal may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed on the cost proposal in order to determine if the price is fair and reasonable.

1.13 WITHDRAWAL OF PROPOSAL

After the proposals are opened, the proposals may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal submission; however, proposals may be modified or withdrawn by the proposers authorized representative in person or by written notice. If the proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written or telegraphic notices shall be received in the office designated in **Paragraph 1.1** no later than the exact date/time

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for the proposal opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date/time set for the proposal opening shall be considered if such a message is confirmed by a copy of the telegram.

1.14 AWARD PROCEDURE

Within thirty (30) calendar days after the proposal opening, the TRIPS Program Manager shall sign the Solicitation Offer and Award Form submitted by the successful proposer and shall deliver the executed Purchasing Agreement documents specified within fifteen (15) calendar days after the signing. Delivery of the Purchasing Agreement documents shall be determined by the Contractor's signature on the return receipt request.

1.15 PROPOSER 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.
- c. Has adequate working capital or the ability to obtain working capital to finance the manufacturer of the products, equipment, or services .
- 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.

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 purchase order.

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- b. Failure to coordinate delivery within the time frame listed above for any product, service or equipment may result in forfeiture of the purchase agreement. 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.
- c. The Contractor shall assume all costs and responsibility relative to said delivery to purchaser.
- d. The equipment, product or service shall be delivered with all Contractor/manufacturer's quality control checklists including 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 (if applicable)
 - Warranty Papers (forms, policy, procedures)
 - Preventative Maintenance Schedule
 - Operators' manual
 - Invoice (To include contract number, P.O. number, and agency name)
- e. In case delivery of completed equipment, product or service 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.
- f. All equipment and products within this solicitation 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.
- g. Any equipment, product or service delivered by the Contractor that does not comply with specifications, conditions, and requirements shall be considered not accepted.
- h. If a component or product 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.

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- i. Delivery of component(s), products or equipment by the Contractor does not constitute acceptance by the Purchaser. Component(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 component(s). Placing any new equipment, product or service into service will automatically constitute acceptance of component by Purchaser. However, a Letter of Acceptance should still be sent to the Contractor prior to placing component or products into service.
- j. Acceptance of the components 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 equipment, product or service 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.

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1.20 MOTOR VEHICLE SAFETY STANDARDS

All equipment, products or services covered by these specifications and solicitation shall be in compliance with applicable Federal Motor Vehicle Safety Standards established by the National Highway Traffic Safety Administration and or any other Federal or State safety standards.

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1.22 PARTS AND MANUALS

A supply of replacement parts for the equipment, products or services 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” specifications, drawings and operator manuals including wiring diagrams (where applicable) for all products as applicable.

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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 Request for Proposal product 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 PROPOSER

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

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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

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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 percentage of domestic content as follows: For purchase orders placed on or after October 1, 2015, for rolling stock that will be delivered in FY 2016 and 2017, the domestic content requirement must exceed 60%. For purchase orders placed for rolling stock that will be delivered in FY 2018 and 2019, the domestic content must exceed 65%, and for purchase orders placed for rolling stock that will be delivered in FY 2020 and beyond, the domestic content must exceed 70%.

1.29 CARGO PREFERENCE-USE OF UNITED STATES-FLAG VESSELS

The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within

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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.

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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.

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

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

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

1.35 ACCESS TO RECORDS AND REPORTS

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

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

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- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

1.36 FEDERAL CHANGES

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

1.37 CLEAN AIR

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

The Contractor also agrees to include these requirements in each subcontract exceeding \$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

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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

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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

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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, 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.

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- 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.

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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,

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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

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this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida.

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

1.47 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

1.48 STATE AND LOCAL LAW DISCLAIMER

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

1.49 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

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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

EXHIBIT 1

TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & DOCUMENTS

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

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

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- 19. E-VERIFY CERTIFICATION
- 20. LIST OF TRANSIT SYSTEM REFERENCES WITH CONTACT INFORMATION

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

1. PROPOSAL ACKNOWLEDGMENT

To whom it may concern:

The undersigned, as proposed, 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-20-VM-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:

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Office of Freight, Logistics and Passenger Operations

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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9. STANDARD ASSURANCES

Federal Requirements for Invitation for PROPOSAL

I, _____, 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 Proposers Certification

_____ 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, _____, representing the proposer, assure that the proposer is licensed to sell in the State of Florida, under license # _____.

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

_____ assures that local representation of the manufacturer has been secured and will be liable for warranty work.

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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

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

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

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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.

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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11. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

(Applicable to purchases over \$100,000.00)

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

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

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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.

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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

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

Certificate of Compliance

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

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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

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

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

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

14. CERTIFICATION REGARDING LOBBYING



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(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.]

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

PROPOSER

MANUFACTURER

Signature of Contractor's Authorized Official:

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Date _____

Date _____

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

15. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION

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

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

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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

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16. MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

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

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

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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17. TITLE VI CIVIL RIGHTS ACT OF 1964

CONTRACTOR AGREEMENT

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

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

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

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

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

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Office of Freight, Logistics and Passenger Operations

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

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

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

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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

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

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

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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

19. DEBARRED PROPOSALDERS / INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

1. Lower tier participant certifies, by submission of this 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.

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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20. E-VERIFY CERTIFICATION

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

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

PROPOSER

MANUFACTURER

Date _____

Date _____

Signature _____

Signature _____

Company Name _____

Company Name _____

Title _____

Title _____

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Office of Freight, Logistics and Passenger Operations

21. LIST OF TRANSIT SYSTEM REFERENCES AND CONTACT INFORMATION

PROPOSER

1.

2.

3.

4.

5.

MANUFACTURER

1.

2.

3.

4.

5.

EXHIBIT 2

PRICE PROPOSAL FORMS

INSTRUCTIONS FOR COMPLETING PRICE PROPOSAL FORMS:

The following proposal forms must be completed by the proposer and submitted in

ENVELOPE 2, PRICE PROPOSAL:

1. Price proposal Form A - Base Specifications and Price
2. Price proposal Form E - Summary of Proposed Totals from Forms A and B
3. Terms of Payment Form F - Terms of Payment

Proposers must enter a dollar amount in the appropriate spaces on all proposal forms. Entries such as “not applicable” or “not available” are not acceptable and will cause your proposal to be non-responsive. If there is no charge for a particular option, a zero (0) should be entered in the appropriate space. An option’s availability / applicability to this proposal will be determined by the FDOT.

Price Proposal Form A

Proposal Form A shows the pricing of the components. The proposal price of the component will be entered in the “Price per Item” column. This figure will be carried to proposal Form B for the Total proposal Price.

Price Proposal Form F

Proposal Form F is the Terms of Payment and must be completed by the Proposer.

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Price Proposal Packet

(Instructions)

1. Complete **pricing packets** need to be submitted per products, equipment or services offered.
2. **Pricing packet** consists of pages 49 through 51 in its entirety.

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PRICE PROPOSAL FORM A

ITEM	DESCRIPTION	Installation Price	PRICE
2.2 Active Air purification/quality systems			
2.2 Surface area sanitation/disinfecting protection products			
2.3 Protective Barrier Systems			

PRICE PROPOSAL FORM B
SUMMARY OF TOTALS FROM
PRICE PROPOSAL FORM A

The undersigned proposer agrees to furnish the equipment in accordance with the specifications and proposal requirements contained in this package.

All components and specifications have been carefully examined and the costs shown in Proposal Forms A of this Proposal. These costs, as shown below, constitute the Total Proposal Price for this package.

DESCRIPTION OF THE TOTAL PRICE

TOTAL FROM PRICE PROPOSAL FORM A _____

TOTAL PROPOSAL PRICE _____

Date _____

Signature _____

Company Name _____

Title _____

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

TERMS OF PAYMENT

FORM F

The following terms of payment are proposed:

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

EXHIBIT 3

FDOT DISTRICT OFFICES

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

PART 2

TECHNICAL SPECIFICATIONS



Contract #TRIPS-20-VM-RFP

Virus Mitigation Equipment

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

2.0.0 GENERAL INFORMATION

2.0.1 The purpose of these specifications is to describe the expectations of components that eliminate and mitigate viruses such as the Coronavirus into three (3) categories to eliminate, and mitigate the spread of infectious diseases and or viruses. Its intended use will be within a public transit facility and or vehicles, providing public transportation.

2.1 Active **Air Purification/Quality Systems**

2.1.1 The system shall be an active air quality design to be installed on various types of transit vehicles and/or at transit facilities to eliminate viruses such as the Coronavirus and also mitigate the spread of other types of viruses, bacteria, odors, mold and fungus growth within the bus or facility. **Proposals shall include at minimum the following**

1. Provide the technical specification of the product
2. A list of the viruses, allergens or diseases that the system is designed to eliminate or mitigate
3. Information that indicates the product, equipment or service eliminates viruses such as the Coronavirus that leads to the COVID-19 disease and other infectious viruses
4. A detailed description of the technology the product uses
5. Data or information that supports effectiveness of the equipment, product, or service to eliminate viruses such as the Coronavirus in a transit bus and or at transit facilities
6. A description of the installation on various types of transit buses, mini vans and or at transit facilities
7. Certification that the product meets or exceeds all Federal safety standards
8. Examples of where the product is currently being used to eliminate and mitigate the spread of diseases, viruses and improve air quality
9. Any measurable levels of effectiveness the product is proposed to perform at, related to the elimination, prevention and mitigation of infectious viruses or diseases and how this standard can be tested post installation

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10. Annual or periodic related maintenance necessary to the function of the system to ensure effectiveness.
11. Information related to the system not compromising any of the vehicle or facility OEM systems that are already in place
12. A breakdown of product cost by category if applicable
13. Information relating to the availability of the product for immediate purchase
14. Proposed warranty terms

2.2.0 Active Air or Equivalent Surface Area Sanitation/Disinfecting Protection Products for virus and disease control and prevention. Should include the latest available products designed to eliminate and mitigate the transfer and spread of infectious viruses that may cause diseases, such as the Coronavirus that leads to COVID-19. **Proposals shall at the minimum include the following:**

1. A description of the product, equipment or service
2. Information relating to ability to eliminate viruses such as the Coronavirus as well as other infectious diseases on surfaces
3. The application process (if applicable)
4. The frequency of the application process
5. A description of how product, equipment or service works (if applicable)
6. Detailed information relating to how to use the product, equipment or service
7. Assurance the equipment, product or service has met all Federal safety standards
8. Any testing or other information relating to the effectiveness and success of the equipment, product or service eliminating viruses such as the Coronavirus and other infectious viruses and diseases.
9. Information relating to the availability of the product for immediate purchase
10. Information indicating the product will not harm or degrade any OEM features where it is used
11. Cost breakdown of the product, service or equipment
12. Proposed warranty terms

2.3.0 Protective Barrier Systems

Protective barrier systems to be designed, manufactured and installed on various types of transit buses and vehicles and or at transit facilities. The intent of this solicitation for barriers is directly related to mitigating the transfer of infectious disease and is not specifically related to security type barriers.

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2.3.1 Design

The barrier should be designed and installed to reduce the possibility of COVID-19 or other infectious viruses and diseases transmittance without introducing new, unacceptable, or unintended hazards.

2.3.2 Vision

Barrier must be designed and installed as to not interfere with a person's line of sight and must not limit or change a person's sight capabilities.

2.3.3 Tripping Hazards

Barrier must be designed and installed in a manner in which it will not introduce any tripping hazards

2.3.4 ADA

Barrier must be designed and installed to meet all ADA requirements

2.3.5 Operator Comfort and Communication

Barrier must not impede on communication between people and must not be designed and or installed to impede on the work environment.

2.3.6 Airflow

Barrier must be designed and installed to not obstruct or degrade any existing HVAC systems

2.3.7 OEM Function

Barrier must not impede or limit any existing equipment or equipment functions.

2.3.8 Ingress/Egress

Barrier must not limit or impede on any existing ingress or Egress capabilities.

2.3.9 Materials used must be safe with no sharp edges and be able to sustain the work environment in which they are used.

2.3.10 Shatterproof

Barrier must be made of materials that limit the ability of the barrier to shatter.

2.3.11 Cleaning

The use of cleaning and disinfectant chemicals shall not degrade the barrier

2.3.12 Fasteners

All fasteners used on the safety barrier shall be of a safe design to prevent injury.

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PROPOSAL shall include a description of all available driver and passenger barrier designs.

2.4.0 Other Types of Infectious Disease Prevention and Control Products

This section is for Proposers that provide “other” products, equipment or services related to eliminating, mitigating or controlling the spread of viruses such as the Coronavirus or other viruses that may lead to infectious diseases. Proposers should include products that fit this category here and provide a detailed description of what the product or service is, how it works and or data that supports the effectiveness of the product or service. Items listed here must include:

1. Price per unit if applicable
 2. Product, equipment or service description
 3. Type of product, equipment or service
 4. Use of product, equipment or service
 5. Purpose of the product, equipment or service
 6. Information relating to the safety of the product, equipment or service as determined by the Federal Government
 7. Limitations of the product, equipment or service
 8. Application of the product, equipment or service (if applicable)
 9. Upkeep or periodic maintenance related to the product, equipment or service
- Information indicating the product, equipment or service will not degrade any of the original equipment or systems currently in place where the product, equipment or service is used

PART 3

QUALITY ASSURANCE



Contract #TRIPS-20-VM-RFP

Virus Mitigation Equipment

QUALITY ASSURANCE PROVISIONS

#TRIPS-20-VM-RFP

3.1.0 CONTRACTORS IN-PLANT QUALITY ASSURANCE REQUIREMENTS

3.1.1 QUALITY ASSURANCE PROGRAM

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

3.1.2 CONTROL

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

3.1.3 AUTHORITY AND RESPONSIBILITY

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

3.2.0 QUALITY ASSURANCE PROGRAM FUNCTIONS

The quality assurance program shall include the following minimum functions.

3.2.1 WORK INSTRUCTIONS

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

3.2.2 RECORDS MAINTENANCE

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

3.2.3 CORRECTIVE ACTION

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

3.3.0 STANDARDS AND FACILITIES

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

3.3.1 CONFIGURATION CONTROL

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

3.3.2 MEASURING AND TESTING FACILITIES

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

3.3.3 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.

3.3.4 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.

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3.4.0 CONTROL OF PURCHASES

Manufacturer shall maintain quality control of purchases.

3.4.1 SUPPLIER CONTROL

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

3.4.2 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.

3.5.0 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.

3.5.1 COMPLETED ITEMS

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

3.5.2 NONCONFORMING MATERIALS

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

3.5.3 STATISTICAL TECHNIQUES

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

3.5.4 INSPECTION STATUS

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

3.6.0 INSPECTION SYSTEM

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

3.6.1 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.

3.6.2 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.

3.6.3 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.

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

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.

3.6.4 QUALITY ASSURANCE AUDITS

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

3.7.0 ACCEPTANCE TESTS

3.7.1 Intentionally Left Blank

3.7.2 PRE-DELIVERY TESTS

Manufacturer shall conduct acceptance tests at its plant on each component 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 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 components 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.