

PART 1

GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS



Contract # APTS-21-S-ETAT

Intelligent Transportation Systems (ITS)/Technology Solutions
for Public Transit



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

OFFER

By execution below ETA Transit Systems Inc. hereby offer to furnish Intelligent Transportation Systems (ITS) and Technology Solutions for Public Transit as specified in Florida Department of Transportation Request for Proposal No. APTS-21-S-RFP and agree to abide by the final negotiated bilateral agreement, APTS-21-S-ETAT, including the General Requirements, Conditions and Contractual Provisions (Part 1), Technical Specifications (Part 2), and Quality Assurance Provisions (Part 3).

OFFEROR(S):

ETA Transit Systems Inc.
7700 Congress Ave. Suite 2201
Boca Raton, FL 33487

Nicole Castonguay

Authorized Signature (Dealer/Contractor)

CEO

Title

8/1/2022

Date

AWARD

Notice of Award

By execution below, the Florida Department of Transportation accepts Offer as indicated above.

Tony Brandin
Transit Operations Manager

DocuSigned by:
Lynn (Tony) Brandin
Signature

8/2/2022 | 10:05 AM EDT

Date

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1.1 SCOPE

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

Intelligent Transportation Systems (ITS)/Technology Solutions for Public Transit

The Purchasers will be allowed to purchase components for one year under the same terms and conditions stated in this initial Purchasing Agreement. Following award of the initial year, FDOT/APTS will have an option to extend the Purchasing Agreement for four succeeding years and any optional purchasing agreements shall be subject to the same pricing, terms and conditions of the original agreement. Future year pricing adjustments may be requested based upon the pricing index detailed in section 1.50 Price Escalation.

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 Contractor 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 Contractor. The Purchaser is responsible for: providing the dealer with the properly completed forms and order information; resolution of issues relating to liquidated damages, late payment penalties, etc; and adhering to the terms and conditions regarding Final Acceptance and Terms of Payment as stated in the Purchasing Agreement. The FDOT and the TRIPS are responsible, and have an obligation to, oversee the proper use of Federal and State grant monies; to ensure that all Federal, State and Purchasing Agreement requirements and certifications are met; monitor warranty and dealer services.

1.12 DELIVERY AND ACCEPTANCE

Completed systems are to be delivered to purchaser within sixty (60) days from receipt of necessary components or purchase order, whichever occurs last.

GENERAL REQUIREMENTS AND CONDITIONS

1.16 PROTEST

Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and

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specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed with Carlton Allen, Contract Administrator, University of South Florida, Center for Urban Transportation Research, 4202 E. Fowler Avenue, CUT100, Tampa, Florida, 33620-5375 within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. All Notices of Protest shall be accompanied by a "Protest Bond" in an amount equal to 1 percent of the estimated contract amount. 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 his 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.

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

Contractor 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

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

1.20 MOTOR VEHICLE SAFETY STANDARDS

All 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 Contractor.

1.27 REQUIREMENTS OF CONTRACTOR

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a. Compliance with Regulations

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

b. Nondiscrimination

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

c. Equal Employment Opportunity

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

d. Solicitations from Subcontracts, including Procurement of Materials and Equipment

In all solicitations either by competitive proposals or negotiation made by the Contractor for work to be performed under this proposed Purchasing Agreement, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the obligations relative to nondiscrimination on the grounds of disability, race, color, sex, religion, or national origin.

e. Information and Reports

The Contractor shall provide all information and reports required by the regulations

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

f. **Sanctions for Noncompliance**

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

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

1.28 BUY AMERICA

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

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

1.30 ENERGY CONSERVATION

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

1.31 CLEAN WATER

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

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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,

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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.
- 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

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

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

1.38 RECYCLED PRODUCTS

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

1.39 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- d. **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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

1.40 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Purchasing Agreement and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party

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(whether or not a party to that Purchasing Agreement) pertaining to any matter resulting from the underlying Purchasing Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.41 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

1.42 TERMINATION

- a. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the TRIPS may terminate this Purchasing Agreement for default. Termination shall be effected

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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.
- 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.

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

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

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

1.45 CIVIL RIGHTS

The following requirements apply to the underlying contract:

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6103, section 203 of the Americans with Disabilities Act of 1990, 42

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

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

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

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- 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 or damage.

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

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

1.47 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

The TRIPS Program Administrator on behalf of the Purchasers, or their Contractor, agree to ensure Disadvantaged Business Enterprises as defined in 49 CFR 26.49 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole

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Modal Development Office

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

1.48 STATE AND LOCAL LAW DISCLAIMER

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

1.49 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

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Standard Assurances

Federal Requirements for Invitation for Proposal, APTS-21-S-RFP, representing the Proposer, certify that I have read and understand all terms and conditions of the Federal Requirements for Invitation for Proposal and, if awarded this proposal, will comply with all terms and conditions contained therein.

Comptroller General's Proposer's Certification _____ 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 Nicole Castonguay, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license #P03000130146.

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

ETA Transit Systems, Inc. assures that local representation of the manufacturer has been secured and will be liable for warranty work on the vehicle(s).

DEALER

Date June 18, 2021

Signature Nicole Castonguay

Company Name ETA Transit Systems, Inc.

Title CEO

MANUFACTURER

Date _____

Signature _____

Company Name _____

Title _____



Non-Collusion Affidavit

State of Florida

County of Palm Beach

Nicole Castonguay, being first duly sworn, deposes and says that:

1. He / She is the CEO of ETA Transit Systems, Inc., the firm that has submitted the attached Proposal;
2. He / She is fully informed respecting the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal.
3. Such Proposal is genuine and is not a collusive or sham Proposal.
4. Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against FDOT, Florida Transit Agency or any person interested in the proposed contract or agreement; and
5. The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): Nicole Castonguay

Title: CEO

Subscribed and sworn to before me this 18 day of July, 2021.

NOTARY PUBLIC

My Commission expires January 19, 2025

MATTHEW LEE SCHROEDER
Notary Public
State of Colorado
Notary ID # 20174001019
My Commission Expires 01-19-2025

djhamming@etatransit.com | 5

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No Contact/No Advocacy Affidavit

State of Florida

County of Palm Beach

Nicole Castonguay, being first duly sworn, deposes and says that:

1. He / She is the owner, partner, officer, representative, or agent of ETA Transit Systems, Inc., the proposer that has submitted the attached Proposal.
2. The proposer Nicole Castonguay swears or affirms that he/she will abide by the following "No Contact" and "No Advocacy" clauses:
 - a. NO CONTACT POLICY: After the posting of this solicitation to the TRIPS Florida website, any contact initiated by any proposer with any FDOT representative concerning this proposal is strictly prohibited, unless such contact is made with the FDOT/APTS Project Managers. Any unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.
 - b. NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such Proposers, may not lobby or advocate to FDOT/APTS staff including, but not limited to, members of Florida Transit Agency or any other Agency staff.

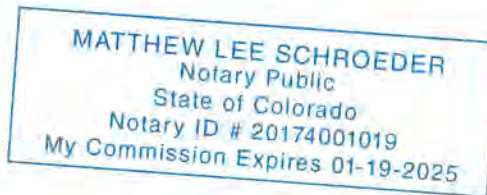
Any company and/or individual who does not comply with the above stated "No Contact" and "No Advocating" policies may be subject to having their proposal rejected from consideration.

Signed: Nicole Castonguay

Title: CEO

Subscribed and sworn to before me this 18 day of July, 2021.

My commission expires: January 19, 2025



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Iran Divestment Act

Certification of Non-inclusion

Pursuant to the Iran Divestment Act, Florida Statute Title XIV Chapter 215 Section 473, the board shall make its best efforts to identify all scrutinized companies in which the public fund has direct or indirect holdings or could possibly have such holdings in the future, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § XIV-215-473. Inclusion on this list makes a person ineligible to contract with the state of Florida; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. Florida Statute Title XIV Chapter 215 Section 473 may be found here:

Chapter 215 Section 473 - 2016 Florida Statutes - The Florida Senate (flsenate.gov)

<https://www.flsenate.gov/Laws/Statutes/2020/215.473>

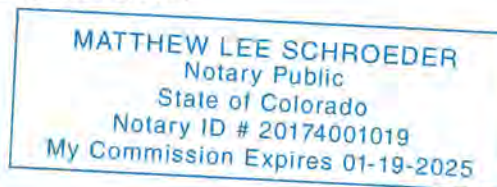
By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Florida Statute Title XIV Chapter 215 Section 473.

Vendor Name (Printed) ETA Transit Systems, Inc.	Address 7700 Congress Avenue Suite 2201 Boca Raton, FL 33487
By (Authorized Signature) <i>Nicole Castonguay</i>	Date Executed June 18, 2021
Printed Name and Title of Person Signing Nicole Castonguay	

NOTARY PUBLIC:

Subscribed and sworn to before me this 18 day of July, 2021.

My commission expires: January 19, 2025



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Disadvantaged Business Enterprise TVM Certification

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

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

DEALER

Date June 18, 2021

Signature *Miguel Castañeda*

Company Name ETA Transit Systems, Inc.

Title CEO

MANUFACTURER

Date _____

Signature _____

Company Name _____

Title _____

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



Buy America Certification

Certification requirement for procurement of steel, iron, or manufactured products:

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

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

Date June 28, 2021
Signature *Nicole Castonguay*
Company Name ETA Transit Systems, Inc.
Title CEO

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

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations at 49 C.F.R. 661.7.

Date _____
Signature _____
Company Name _____
Title _____

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Lobbying Certification (Appendix A, 49 CFR PART 20)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing 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," in accordance with its instructions.

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 section 1352, title 31, U.S. Code. 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.


Signature of Proposer's Authorized Official

Nicole Castonguay, CEO
Name and Title of Proposer's Authorized Official
June 18, 2021
Date

Florida Department of Transportation
Modal Development Office



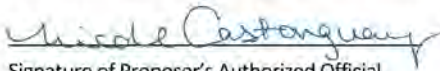
**Certification of Primary Participant Regarding Debarment,
Suspension, And Other Responsibility Matters**

The Primary Participant/Proposer, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or Agency,
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. If the primary participant (potential third-party Proposer) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT/PROPOSER ETA Transit Systems, Inc.

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.



Signature of Proposer's Authorized Official

June 18, 2021

Date

Nicole Castonguay, CEO

Typed Name and Title of Proposer's Authorized Official

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**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion—Lower Tier Covered
Transactions**

(This form is for Sub-Proposers)

The potential lower tier participant _____ certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

Where the potential lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ Signature/Authorized Certifying Official Typed Name	_____ Title
_____ Applicant/Organization	_____ Date Signed



Title VI Civil Rights Act Of 1964 Contractor Agreement

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

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Purchasing Agreement.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontracts, including procurement of materials and equipment:** In all solicitations either by competitive Proposal or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Purchasing Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or disability.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the TRIPS, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the TRIPS shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
 - (a) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

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(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 APTS or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the TRIPS to enter into such litigation to protect the interests of the TRIPS, and in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

DEALER

Date June 18, 2021

Signature Nicole Castonguay

Company Name ETA Transit Systems, Inc.

Title CEO

MANUFACTURER

Date _____

Signature _____

Company Name _____

Title _____

Florida Department of Transportation
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**Certification of Compliance with the
Americans with Disabilities Act Of 1990**

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

DEALER

Date June 18, 2021

Signature *Nicole Castonguay*

Company Name ETA Transit Systems, Inc.

Title CEO

MANUFACTURER

Date _____

Signature _____

Company Name _____

Title _____

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E-Verify Certification

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

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

DEALER

Date June 18, 2021

Signature *Nicole Castonguay*

Company Name ETA Transit Systems, Inc.

Title CEO

MANUFACTURER

Date _____

Signature _____

Company Name _____

Title _____

Florida Department of Transportation
Modal Development Office

1.50 PRICE ESCALATION

The initial pricing proposed for software and hardware implementation will remain fixed through installation and for one full year following acceptance of the system. Following one year after acceptance, price escalation will be allowed as follows:

Ongoing Support and Maintenance

Contractor shall submit a firm fixed price for each of the first full five years of ongoing support and maintenance required.

Software and Software Installation Services

Should the agency choose to exercise options to purchase additional functionality initially proposed but not currently funded, price escalation will be allowed. Upon completion of the first full year of use of the system following acceptance and upon subsequent anniversary dates of acceptance, the Contractor may adjust the unit prices in accordance with the increase or decrease, if any, in the Producer Price Index (PPI), using as a basis of such adjustment the “Software Publishers: Other Application Software Publishing – PCU51121051121050202” (“Index”) for the most recently published Index by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%. The new rate for each year will be calculated as per the following example:

PPI for current period (Current April Index):	110.4
PPI for previous period (Prior April Index):	107.3
Index point change	3.1
Index point change $(3.1) \div$ Prior year Index $(107.3) = 0.028$ (rounded up) $\times 100 = 2.8\%$ index change	

$1.0\% \text{ index change} \times \text{current Unit Price} = \text{Price Increase} + \text{Current Unit Price} = \text{New Unit Price}$

FDOT/APTS also may adjust the contract downward if the PPI index decreases by (10%) or more from the date of the last increase in the unit price. The increase in the unit prices may occur after Contractor has given FDOT/APTS written notice of such change and the FDOT/APTS Contract Manager approves the calculation.

Hardware and Equipment

Should the agency choose to exercise options to purchase additional hardware or equipment initially proposed but not currently funded, price escalation will be allowed. Upon completion of the first full year of use of the system following acceptance and upon subsequent anniversary dates of acceptance, the Contractor may adjust the unit prices in accordance with the increase or decrease,

Florida Department of Transportation
Modal Development Office

if any, in the Producer Price Index (PPI), using as a basis of such adjustment the “Retailing of computers, hardware, software, and supplies – PCU 4431004431002” (“Index”) for the most recently published Index by the Bureau of Labor Statistics of the United States Department of Labor, excepting that the maximum annual increase shall not exceed 3.5%. The new rate for each year will be calculated as per the following example:

PPI for current period (Current April Index):	110.4
PPI for previous period (Prior April Index):	107.3
Index point change	3.1
Index point change (3.1) ÷ Prior year Index (107.3) = 0.028 (rounded up) x 100 = 2.8% index change	

1.0% index change x current Unit Price = Price Increase + Current Unit Price = New Unit Price

FDOT/APTS also may adjust the contract downward if the PPI index decreases by (10%) or more from the date of the last increase in the unit price. The increase in the unit prices may occur after Contractor has given FDOT/APTS written notice of such change and the FDOT/APTS Contract Manager approves the calculation.

EXHIBITS

LIST OF EXHIBITS

1. BAFO / Payment terms
2. FDOT District Offices

Florida Department of Transportation
Modal Development Office

EXHIBIT 1
BAFO

Exhibit 1, BAFO can be found using link below.

<https://usf.box.com/s/28ifmnwr68r143npynse3mud9ibs7qry>

TERMS OF PAYMENT

FORM F

The following terms of payment are proposed:

1. For purchases using state or federally funded grants, payments will be made according to the requirements of said grant.
 - a. Agencies using **Section 5310 funds**:
 The executed Public Transportation Grant Agreement (PTGA) will serve as the agency’s local match commitment. The agency must have its local match available when signing the PTGA.
 - b. Agencies using funds other than Section 5310 (**ex.: Section’s 5307, 5311, etc.**):
 The agency’s Purchase Order for total amount due will serve as the agency’s commitment for payment.

Total proposal price is based on payment terms of net forty (40) days after acceptance of components/work completed. If Contractor(s) has not received payment within the 40-day period following acceptance of product, agencies will incur the 2% monthly service charge beginning on day forty-one (41).

2. Agency’s may opt to approve a Milestone Payment Schedule as shown below. The Agency’s Purchase Order shall include the Milestone Payment Schedule and will serve as confirmation of payment agreement. The agency must ensure and approve that each milestone has been met according to the agreement. Each milestone payment shall be sent to ETA Transit Systems Inc. for the total cost of the approved milestone within twenty (20) days after receipt of invoice and the delivery and/or acceptance of the components/work completed.

Mile	Milestone Description	Deliverables
1	System design (50% implementation costs)	Pre-installation site visit and documentation
2	Software licenses	Delivery of SPOT Console portal
3	Hardware components	Hardware delivery to customer location
4	Installation and vehicle static test (25% Implementation costs)	Hardware installation on first vehicle (by bus type) and static test report
5	Dynamic testing and training (25% implementation)	Dynamic test procedure report, training, and manuals
6	Recurring items: Year 1	After 2 week burn-in (from customer witnessed test) warranty: SaaS anniversary begins
7	Recurring items: Years 2-	Each SaaS anniversary

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Modal Development Office

Total proposal price is based on payment terms of net forty (40) days after acceptance of each milestone met, as described in the Milestone Payment schedule. If Contractor(s) has not received payment of milestone within the 40-day period following acceptance of product, agencies will incur the 2% monthly service charge beginning on day forty-one (41).

3. A 2% (24% per annum) service charge will be added to all past due accounts. 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 #APTS-21-S-ETAT Intelligent Transportation Systems (ITS)/Technology Solutions for Public Transit

Florida Department of Transportation
Modal Development Office

2.0 GENERAL INFORMATION

The purpose of these specifications is to describe minimum functional, performance requirements, implementation, support, integration, and maintain new and existing technologies for improving safety and operation for deployment of ITS/Technology Solutions for Florida's transit agencies.

2.1 Vehicle Logic Unit

2.1.1 The VLU system serves as the computing platform for all vehicle onboard ITS functions.

2.1.2 The installed equipment is ruggedized and specifically designed to operate long term in a harsh transit bus environment, e.g., extreme ranges in temperature and humidity, bus vibrations, shakes and jars, etc.

2.1.3 The VLU includes an embedded cellular modem and utilizes modern and legacy wireless data connections, a GPS receiver, control interior and external speakers and possess a discrete driver's emergency for alerting distich.

2.1.4 The VLU turns on when the vehicle is powered up and can be configured to shut down at a specified time period once the vehicle is powered down and utilize a non-volatile storage not requiring a power supply to retain performance data and prevent corruption of data due to voltage fluctuations.

2.2 Automated Pre-trip System

2.2.1 The solution enables an operator to easily and quickly, log in with ID, vehicle number, and perform a DOT vehicle pre-trip inspection. The system identifies the operator and verifies an actual walk around was performed and systems were checked for proper function.

2.2.2 The system provides reports to management for pre-trip compliance and defect work request to maintenance department. Once approve the defect request automatically uploads into the maintenance management system and auto populates data fields on work orders. (Available as an option. Assumes that agency maintenance management system exposes a restful API.)

2.3 Single Point Log-in and Operator Interface Device

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2.3.1 The system enables a bus operator to simultaneously log-in to the AVL/GPS, fare collection system, destination sign, automatic passenger counter, automatic bicycle counter and other installed integrated transit technology systems.

2.3.2 Maintenance personnel have the ability to log-in to the system using the operator's interface device to access on-board AVL system diagnostic functionality and perform preventative maintenance tasks with the use of maintenance personnel's unique login ID and password.

2.3.3 The system allows an operator to log-in to only one vehicle at a time schedule.

2.3.4 The operator's interface device provides the vehicle operator assigned route turn-by-turn directions on multiple platform-style maps and an easily recognizable means for the operator to monitor if they are running early, late or on time based on their run schedule. (Available as an option)

2.3.5 The operator's interface device provides a quick and easy means, by pressing one button, to report that a passenger using a wheelchair has been loaded and has refused use of on-board wheelchair passenger restraint device. This feature shall provide time-stamped reports to management.

2.4 Automatic Voice Annunciation (AVA)

2.4.1 The system shall include new vehicle mounted speakers to replace those with the old system if needed. Seven (7) speakers in buses, five (5) in cutaways. The system meets or exceeds all American with Disabilities Act (ADA) requirements found at 49 CFR 37.167 and 38.35.

2.4.2 The AVA system automatically provides audible and visual announcements to the vehicle interior. The system includes new vehicle mounted speakers to replace those with the old system. Seven (7) speakers in buses, five (5) in cutaways.

2.4.3 At a minimum the following audible and visual announcements will be made to the interior of the vehicle: Transfer points with other fixed routes Major intersections, destination points and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location (chosen by agency staff).

2.4.4 Super-stop arrival Stop request upon activation of the vehicle stop request system, automatically reset upon the passenger doors opening.

2.4.5 Custom public information announcements created by agency staff at specified stops, specified non-stop locations, on demand by the operator, or as programmed by locations,

Florida Department of Transportation
Modal Development Office

and any combination of the above mentioned.

2.4.6 Date and time (visual display only, configurable to 12-hour and 24-hour format) and system updates are provided to meet any future announcements required by the ADA (within the capability of their system).

2.4.7 The AVA system makes route and destination audible announcements to the vehicle exterior when the passenger doors open.

2.4.8 The AVA solution provides software enabling agencies staff to create ADA route announcements, make changes to route announcements and develop custom public information announcements. The software also enables agency staff to upload announcements, changes, and custom announcements through the garage WLAN system and, alternatively, via USB flash drive.

2.4.9 The solution provide for all AVA system files and version updates to be uploaded in vehicle equipment through a WLAN system or direct download. Alternatively, agencies can perform data uploads by directly connecting a USB flash drive to the on-board VLU. Uploaded schedule/run files shall have an effective date.

2.4.10 The solution provides a means to push/upload immediate, short duration, custom announcements on the bus and the real-time passenger information system (route detours, etc.). These files must have a configurable effective and ending date.

2.4.11 The AVA system includes automatic volume control for both interior and exterior announcements. The system monitors ambient noise and dynamically adjust audio volume to an appropriate level determined by agencies. Agencies maintenance personnel and supervisors shall be able to easily adjust volume controls on independent vehicles; operators be able to adjust internal AVA system volumes within min/max limits set by Agency's maintenance personnel. A pre-set time of day for external speakers can be set for noise reduction/quiet hours.

2.4.12 The AVA system supports English and Spanish as well as additional languages. Additionally, the system can be configurable in the central software system to play all or any one language.

2.4.13 In the event a vehicle is operating off-route (an unauthorized route), the AVA system shall automatically disable. Once the vehicle returns to the route, the system shall automatically resume announcements without operator interaction.

2.4.14 The operator shall easily enable an AVA repeat of the next stop announcement for

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both vehicle internal and external announcements. (Have the capability to playback audio and display any public announcements using text to speech (TTS) sent by a dispatcher. Available as an option)

2.5 Public Address System (PA)

2.5.1 A public-address capability to enable the operator to make manual audible announcements to the interior, exterior, or both by pressing a push-to-talk (PTT) button on the microphone or bus floor switch.

2.5.2 The AVA system supports configuration priority of PA system or AVA announcements when both are simultaneously active.

2.5.3 The vehicle operator has the ability to adjust the PA volume.

2.6 Automatic Passenger Counter (APC)

2.6.1 The APC solution accurately counts passengers, both ambulatory and passengers using wheelchair, boarding and alighting through all doors in fixed route vehicles.

2.6.2 The APC accurately counts successive passengers walking as close together as is practical, both for one behind the other or side by side.

2.6.3 The APC distinguishes between and provide reports on wheelchair users and ambulatory passengers. (Available if the wheelchair system provides analog or digital output)

2.6.4 The APC does not count an individual who reaches into the doorway passage (such as a supervisor) and shall not miscount a passenger who is swinging their arms while passing through the doorway or objects carried by passengers such as shopping bags.

2.6.5 The APC solution addresses integration of Video passenger counting over video capability to verify/supplement APC passenger counts. (Available as an Option)

2.7 Automatic Bicycle Counter

2.7.1 The solution provides an automatic bicycle counter solution that provides an accurate count of bicycles placed on the bicycle rack. (Available as an option)

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2.8 Automatic Vehicle Monitoring/DATA Logger

2.8.1 The solution provides an automatic vehicle monitoring option that provides reports on vehicle maintenance health and real-time alerts for select maintenance codes. (Available as an option through Virictic)

2.8.2 The solution provides the option to integrate with the existing fuel management system to obtain vehicle maintenance codes required for data integration with provided systems mentioned within these specifications, such as obtaining data for incident reports and operator driving behavior reports. (Available as an option through Virictic)

2.9 Vehicle Telematics Connectivity

2.9.1 The technology solution provides for vehicle direct link to maintenance system. All vehicle chassis connections are plug and play. (Available as an option price TBD)

2.10 Vehicle Header Sign (Destination Sign) Integration

2.10.1 The solution provides a means to integrate destination sign codes with the AVL system. Code changes associated with routes will automatically upload to fixed route vehicles through the garage WLAN system.

2.11 On-Board Infotainment System

2.11.1 The solution will include an infotainment system for all fixed route heavy-duty buses. With two flat screen displays mounted in agency approved locations within each heavy-duty bus. Size and type will be determined by the individual agency. (Available as an option)

2.11.2 The infotainment system will display current route progression preferably on a digital map, agencies generated public service slide presentation announcements, and information videos produced by agencies or provided to agencies by third parties for viewing by riders. (Available as an option)

2.11.3 The infotainment system will have the capability of integrating with the existing surveillance system to periodically display current internal camera views. Integrate with video presentation audio through the bus internal speaker system. AVA announcements shall override infotainment audio. (Available as an option)

2.11.4 The solution provides a central software package enabling agency staff to develop

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and edit infotainment viewing content. The software package also enables the uploading of infotainment files through a WLAN infrastructure and, alternatively, via a USB flash drive. (Available as an option)

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2.13 Fare Collection Solution

2.13.1 The solution includes fare collection both fixed route and demand response vehicles. Examples include electronic validating farebox for U.S. coins and bills, account based mobileticketing, debit/credit, near field communications, account-based proximity card, smart cards, etc. To the maximum extent practical, all media other than U.S. cash can be account based, meaning that funds for bus fares shall reside in an account rather than on the media itself. (Available as an option in partnership with SPX Genfare)

2.13.2 The fare collection solution ensures that all fare media, whether involving cash, stored value proximity/RFI cards, near field communications, mobile device or other media is validated through vehicle installed hardware and software and does not require validation by the vehicle operator. (Available as an option in partnership with SPX Genfare)

2.13.3 The fare solution includes remote kiosk options for purchase of fare media at the transit center and select bus stop locations. Kiosk hardware is designed to include security features that prevents unauthorized removal or access to internal components and prevents installation of card-skimming devices. A web-based application is included to capture and integrate financial data and kiosk maintenance health monitoring. The solution also provides secure connectivity options for credit/debit card transactions and allow software updates and system troubleshooting by the agency. Design life is at least twelve (12) years. (Available as an option in partnership with SPX Genfare)

2.13.4 Debit/Credit card transactions including current encryption and security technology to prevent compromise of customers' debit/credit card information. The solution is designed to enable quick transactions and boarding of the bus without delays from electronically processing financial transactions. (Available as an option in partnership with SPX Genfare)

2.13.5 The fare collection solution includes a fare capping option to provide riders the best value in using the transit system. Fare capping is a default feature of the Justride ABT functionality. (Available as an option in partnership with SPX Genfare)

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2.13.6 The system provides a comprehensive means of capturing ridership and providing database reporting for ridership and revenue on consolidated reports.

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2.15 Pedestrian Warning System

2.15.1 The solution provides an automatic pedestrian warning system option to warn pedestrians as the vehicle is making a turn. The system must be designed to be reliable and prevent false warnings and repeat warnings. (Available as an option)

2.15.2 The pedestrian warning system allows for agency configurable settings to adjust the audio volume based upon time of day. (Available as an option)

2.16 Computer Aided Dispatch and Automatic Vehicle Location

2.16.1 The CAD/AVL system can be browser based on-site SQL server, cloud based, or other available technology. If the server is to be located on premises, then required hardware will be provided.

2.16.2 The system supports local workstations and remote access by agency, provided, ruggedized mobile computers/tablets/devices used by road supervisors and maintenance shop trucks.

2.16.3 The CAD/AVL maintains all data received from the fleet and dispatcher activity and make it available for historical reporting and viewing.

2.16.4 The CAD/AVL monitors all vehicles powered-on (fixed route, trolleys, and demand response vans) and all operational data associated with the vehicle and vehicle operator. The CAD/AVL also displays the last known location of vehicles powered-off.

2.16.5 The CAD/AVL correlates the operational data for each vehicle and operator and provides multiple views of this information to simplify the management of the fleet and operators.

2.16.6 The CAD/AVL provides for the management of user preferences and rights by user.

2.16.7 The CAD/AVL displays includes a digital map as the basis for route system display.

2.16.8 CAD/AVL maps allow the user the following features:

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- Display of road network and detours.
- Route path display for a single route and multiple routes distinguishable from each other.
- Vehicle icon, direction of travel, vehicle status and stop distance tool.
- User configured filters of what information to display for a vehicle.
- Find a vehicle based upon user defined criteria, find closest supervisor to a vehicle.
- Viewing of time-points on routes, stops on routes, vehicles schedule adherence.
- Entering and displaying detours.

2.16.9 The system provides dispatchers the ability to manually logon a vehicle operator.

2.16.10 The CAD/AVL system provides means of text messaging between dispatch and the operator. Text messaging provides for text to voice technology enabling dispatchers to text a message that an operator should hear in a vocal format.

2.16.11 The CAD/AVL has the capability of displaying route and schedule adherence information for dispatchers.

2.16.12 The CAD/AVL provides dispatch alerts such as a pop-up message whenever a bus goes off route or has not moved for agencies configurable and selectable periods of time.

2.16.13 The CAD/AVL provides, displays, and tools for headway visualization and a means of displaying vehicle bunching or gapping that may require dispatch intervention.

2.16.14 The CAD/AVL provides dispatchers the capability to deviate a vehicle from its assigned route to a point further down the route thereby placing the vehicle back on schedule. The system factors out time points skipped in this process so as not to negatively effect on-time performance reports. Additionally, this route deviation process updates the passenger information system to provide accurate information. On-time service points will be user defined and easily adjusted.

2.16.15 The CAD/AVL has the capability to receive vehicle operator activated emergency alarms and immediately display alarm information to dispatchers and agencies defined staff.

2.16.16 The dispatcher can enable a covert microphone onboard the vehicle with the emergency alarm activated to listen to the ambient audio around the driver. Covert audio is sufficiently clear so the dispatcher can discern what is happening on the vehicle. The driver's AVL interface device provides a simple means for the operator to know dispatch is covertly monitoring their situation. (Available as an option)

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2.16.17 Upon receipt from the vehicle of a request to cancel the emergency alarm, the dispatcher has the ability to easily cancel the CAD/AVL emergency alarm mode.

2.16.18 The CAD/AVL system has the capability to capture agencies configurable incidents (such as emergency alarms, hard braking or vehicle impacts detected by the video system, etc.), save data related to incidents and create CAD/AVL supported reports. (Available as an option)

2.16.19 The CAD/AVL system provides for vehicle and operator data replay selectable by specific vehicle, location, and time periods.

2.16.20 The AVL system provides a wide range of CAD information to road supervisors and maintenance shop trucks through provided ruggedized laptop computers, ruggedized tablets, or other ruggedized automation device. The devices provided are easily mountable/removable from the support vehicle and provided with appropriate accessories to maintain the device's electrical charge. (Available as an option)

2.16.21 Portable CAD devices enable road supervisors to complete on-site reports and enter them into the central system, similar to the functionality of a workstation, and has the capability of entering data to in-house agency formatted reports and transmitting those reports through email or other means. (Available as an option)

2.16.22 The CAD/AVL provides the maintenance department and the dispatch office a large display screen, displaying all active transit routes and current location of fleet vehicles operating those routes.

2.17 Paratransit Service and Automatic Vehicle Location System

2.17.1 Paratransit AVL and management system for Agency's demand response operation. The term Paratransit is used to describe the demand response, an advance reservation system that is offered by Agencies to comply with provisions of the American's with Disabilities Act that require public transit systems to offer complementary paratransit service to individuals whose disabilities preclude them from making use of the regular fixed route, scheduled, transit service. (Available as an option in partnership with Spare Labs)

2.17.2 The paratransit provides for vehicle installed hardware, office backend software system and communications enabling scheduling of authorized passenger trips, assignment and dissemination of drivers' manifest and trip schedules, schedule and manifest updates, automatic trip status updates, GPS driver directions both by visual mapping and audible

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turn-by-turn, and a digital map-based vehicle tracking (AVL). The system produces schedules and manifests maximizing paratransit fleet efficiency based upon scheduled trips and vehicle capacities. The solution is available as a component of the fixed route CAD/AVL system or may be a separate system integrated with the fixed route CAD/AVL solution. Integration shall include AVL tracking and reports. (Available as an option in partnership with Spare Labs)

2.17.3 The paratransit provides for scheduling trips through agency computer workstation entries, passenger entry through agency web site and through a mobile app. The system provides accurate and efficient schedules based on agency established parameters. (Available as an option in partnership with Spare Labs)

2.17.4 The paratransit provides for a wide range of reports including but not limited to ridership, revenue, individual passenger statistics (no show, late cancellation), passenger notifications, NTD reports, fleet utilization and efficiency, vehicle start and ending mileage, daily run productivity, on-time performance, vehicle capacity and Agency demand reports. The system has the capability to export reports in Excel, and MSWord format. (Available as an option in partnership with Spare Labs)

2.17.5 The paratransit solution provides for automated passenger notifications confirming trip reservations (24 hours prior), vehicle arriving soon (15 minutes prior), vehicle arrival at pick-up point, and passenger no-show. Notification options include phone and text. The system logs passenger notifications and data be available for reports. (Available as an option in partnership with Spare Labs)

2.17.6 The paratransit solution is fully integrated with fare collection solutions. (Available as an option in partnership with Spare Labs)

2.17.7 The paratransit solution describes the training provided to paratransit vehicle operators and users of the software system and 24/7 maintenance support provided to agency staff for the software system. (Available as an option in partnership with Spare Labs)

2.18 Micro-Transit

2.18.1 The solution includes an option with capabilities for a micro-transit solution. The solution focus on software systems that enables agencies to manage a micro-transit system with their own employees and transit assets. (Available as an option in partnership with Spare Labs)

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2.19 Real-Time Passenger Information System

2.19.1 The real-time passenger information system monitors current status of fleet vehicles, utilizes schedule data, generates predictions based upon actual real-time vehicle locations, and disseminates the information to transit center and equipped bus stop wayside signage, cellular phones via SMS, smartphones via a mobile application (mobile app), web site, and GTFS real-time open API data to the Internet for third party applications. (Available as an option)

2.19.2 The solution includes a means of providing immediate information from the CAD/AVL on temporary changes in transit service such as detours, route changes, etc. Information to be in the form of canned messages and ad hoc messages. (Available as an option)

2.19.3 The solution includes an on-demand, dynamic trip planner within the mobile app integrating ride-share, and transit opportunities to provide riders a door-to-door solution. (Available as an option in partnership with Spare Labs)

2.19.4 The solution includes integration of transit fare payment options within the mobile app. (Available as an option)

2.19.5 The centralized management software also provides a means to view mobile app, text, and web site feedback from the public and a means to respond. (Available as an option)

2.19.6 The solution provides various reports and operational statistics. The centralized management software provides as related to the real-time passenger information system.

2.20 Traffic Signal Priority System

2.20.1 The solution provides these traffic signal priority systems for which the AVL system can currently integrate and communicate. (Available as an option in partnership with GTT)

2.21 Ridership Reporting

2.21.1 The solution provides comprehensive ridership reporting. This is through integration of the Automatic Passenger Counter (APC) system, Automatic Bicycle Counter (ABC) system, existing fare collection system, passenger counter over video, and other integrated technology.

2.21.2 Ridership reports include and not limited to the ability to select time periods, routes,

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route directions, individual fleet vehicles, bus stop locations and other ridership reporting capabilities.

2.21.3 Ridership reporting integrates with the APC and ABC systems to provide extensive reporting features including but not limited to complete trip information (including transfers) and travel patterns and trends, bicycle loading/unloading trends, major trip generators, time of day/time of year and travel patterns. (Available as an option)

2.21.4 The ridership reporting solution includes boarding and alighting data specific to wheelchair passengers and bicycles.

2.21.5 The solution provides for a means of validating ridership data to ensure accuracy.

2.21.6 The solution includes an import of the existing GFI database system's ridership data for at least the past five years. (Available as an option)

2.21.7 Report formats are also available that enables agencies to meet NTD reporting requirements.

2.21.8 Reports include a wide range of text, tabular chart, graphical formats, customizable, exportable, and printable.

2.22 Fixed Route Operational Reporting

2.22.1 The integrated system provides for long term storage of data for detailed historical operational reports (five years minimum).

2.22.2 Automatic notification is provided to select agency staff prior to five-year old data being archived. All archived data is to be maintained in a transferable format.

2.22.3 The solution provides details on offered reports and the degree to which they can be configured. Reports are printable, exportable into editable Excel files and pdf format files.

2.22.4 Operational reports shall include but not be limited to the following:

- Miles driven by bus or driver per day/month/year/specified time period.
- Operator run time performance (time actually driven vs down time/temporary periods not driving due to unscheduled break). (Available as an option)
- Notify Dispatch/Scheduler when defined number of hours have been reached per day and week and will exceed allowable time. (Available as an option)

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- Route schedule adherence by time, route, driver, run, Off route reporting
- Time point arrival/departure, non-time point arrival/departure
- Driver login/logoff report, Attempted duplicate work piece logon report
- Departing/returning bus lot reports (actual vs scheduled, by run number and operator),
- Operations service interruption/road call report (Available as an option)
- Excessive speed report by operator, vehicle, and route
- On-time performance reports by overall system, operator, route, and stops for specified time periods as well as time-of- day analysis, and early and late arrival reports.
- AVL/integrated systems bus download status report
- AVL/integrated systems version report (bus on-board data)

2.22.5 The reporting solution has the built-in feature for Agencies to generate ad hoc reports. Ad-hoc generation should use simple form building. (Available as an option as a self-service analytics module)

2.22.6 The reporting solution provides options for various reporting views and formats - text, tabular and various graphical/chart displays.

2.22.7 The reporting solution allows users to distribute reports via email on demand, on a scheduled basis, or based upon agency configurable thresholds. (Available as an option as a self-service analytics module)

2.23 Human Resources Integration

2.23.1 Integration to a database provides accurate time keeping data based upon driver run scheduling and driver specific AVL log in/log off data and formatted to their Applications Protocol Interface (API) requirements. This solution enables agencies to maintain accurate work attendance time keeping data for vehicle operators through the payroll system. The solution also produces driver work schedule and log-in/log-out time reports to support payroll records and archive these reports for at least five (5) years. (Available as an option through a partnership with Optibus price TBD)

2.24 Incident and Driver Safety/Training Profile Reporting

2.24.1 The solution provides for a system of identifying and reporting incidences occurring on the bus that may require management action.

2.24.2 The solution interfaces with other vehicle installed systems and databases to obtain

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the following event triggers at a minimum:

- Hard braking, (Available as an option)
- Speeding, (Available as an option)
- Excessive acceleration, (Available as an option)
- U-turns, (Available as an option)
- Pre-trip compliance, (Available as an option)

2.24.3 The solution also addresses incidence agencies particularly struggle with which involve identifying exactly when a passenger related event occurred, such as a slip and fall, without requiring agency staff to physically pull removable hard drives from the surveillance system to view hours of video footage only to identify when the event occurred and then capture and save the small amount of video footage needed for reports.

2.224.4 The solution includes an annually renewable service that reviews event, triggers, and identifies related time period video footage and provides management notifications and alerts (email, text, etc.) based upon management established criteria. (Available as an option through a partnership with REI)

2.24.5 The solution provides management incident reports with details on date/time, location, operator involved, event triggers, vehicle driving conditions (speeding, hard braking, etc.) and allow for addition of mobile device manual data entry by road supervisors conducting site and follow-up investigations. (Available as an option)

2.25 Fixed Route “Run Cut” Scheduling System

2.25.1 A fixed route scheduling “run-cut” software solution with the full range of scheduling options, robust reporting options, and flexibility to schedule and optimize driver runs consistent with agencies operational best practices and union labor rules. The solution also has the capability of providing ad hoc reports and a feature to export all reports to Microsoft Excel format. (Available as an option)

2.25.2 The scheduling solution includes an internet-based means for operators to select their runs consistent with union labor rules, and/or agency policy. The solution restricts operators to selecting runs in assigned order and the capability for a dispatcher to override a selection if an operator does not make a selection. The solution includes secure web site and mobile app technology. (Available as an option)

2.25.3 A complete run-cut service as an option, should agencies choose not to perform run-cut functions in-house. This service option provides full flexibility in meeting

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agencies operational best practices and union labor rules. (Available as an option)

2.26 Passenger Complaint/Commendation System

2.26.1 The solution provides for a means of recording passenger complaints and commendations received via telephone, email, passenger app, website and social media feedback, and customer service counter walk-ins. (Available as an option)

2.26.2 The solution provides for automatic email notification to appropriate staff members for investigating complaints and provide prompts to ensure investigations are completed and responses are provided to passengers (closing the loop).

2.26.3 The solution provides for a wide range of reports in text, tabular and graphical displays. Reporting capabilities include the capability to link complaints to bus operators and other staff members. Reports are extensive with printable standard reports and exportable data in editable Excel format for additional analysis and reporting.

2.26.4 The solution provides agency staff the ability to create ad-hoc reports. (Available as an option)

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2.28 Transit Center Bus Bay Real-Time Electronic Signage

2.28.1 The solution includes real-time electronic signs for each outdoor bus bay on the transitcenter platform displaying transit service information on vehicles servicing individual bays. LCD signage technology for outside use designed shatter proof, temperature, humidity, and rain resistant. (Available as an option)

2.28.2 Bus Bay signs integrate with the central system and display bus arrival and departure predictions based upon route schedules and the current, real-time bus location and application of appropriate algorithms. Predicted arrival and departure time displays adjust as necessary based upon delays experienced by transit vehicles. (Available as an option)

2.28.3 The solution also provides for a text to speech option at each bus bay sign for the hearing impaired. (Available as an option)

2.28.4 If the bus bay signs temporarily lose connectivity with the central system, transit vehicle predictions should continue based upon the last known vehicle location and appropriate algorithms. (Available as an option)

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2.29 Transit Center Real-Time Information Electronic Displays

2.29.1 The solution includes transit center real-time informational electronic display screens. LCD signage technology for outside use preferred. (Available as an option)

2.29.2 Electronic display content rotates between transit vehicle arrival and departure predictions for all routes serviced at the transit center, public service slide presentation announcements, and information videos with audio produced by Agency or third-party providers for riders. (Available as an option)

2.29.3 Electronic display hardware installed on the bus platform is vandal resistant and protected from Florida's extreme weather conditions. LCD signage technology for outside use preferred. (Available as an option)

2.29.4 If the displays temporarily lose connectivity with the central system, transit vehicle predictions should continue in the same manner as bus bay signage. (Available as an option)

2.30 Bus Stop Real-Time Electronic Signage

2.30.1 The solution includes electronic signs that provide transit vehicle arrival and departure predictions for all routes servicing the bus stop. Predictions are based upon actual vehicle location, not scheduled time. Bus stop electronic signage have the capability of simultaneously displaying predicted arrival and departure times for multiple routes servicing the stop. (Available as an option)

2.30.2 The solution includes signage systems for existing bus stops, known as "super-stops", with options for expanding this capability to additional stop locations such as inside retail or residential location lobbies, etc. (Available as an option)

2.30.3 The solution included electronic signage is vandal resistant and protected from extreme weather conditions. (Available as an option)

2.32 Fuel Management System

2.32.1 The solution includes integration with a yard management system and work order and inventory management system. (Available as an option)

2.32.2 The fuel management system provides a dashboard to manage all aspects of a full-service fueling system. This dashboard has a tailorable data base to agency needs.

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(Available as an option)

2.32.3 Is capable of providing customized reports that can be set-up to show relevant fields and provide automatic reports. (Available as an option)

2.32.4 The solution automatically logs fuel type, quantity dispensed, person dispensing, date, time, location, vehicle I.D. (Available as an option)

2.32.5 The solution has the ability to add authorized personnel and vehicles utilizing a multiple layer security system using biometrics, badge readers, and/or security codes. (Available as an option)

2.32.6 The system can be browser based on-site SQL server, cloud based, or other available technology. (Available as an option)

2.32.7 The fuel management system is integrated with the fuel tank level monitoring system and provide accurate reporting to the dashboard. (Available as an option)

2.33 Maintenance Work Order/Inventory Management System

2.33.1 The solution includes integration with a yard management system and fuel management system. (Available as an option)

PART 3

QUALITY ASSURANCE



Contract # APTS-21-S-ETAT

Intelligent Transportation Systems (ITS)/Technology Solutions
for Public Transit

QUALITY ASSURANCE PROVISIONS

#APTS-21-S-ETAT

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 components.

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.

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3.2.3 CORRECTIVE ACTION

The quality assurance program shall detect and promptly assure correction of any conditions that may result in the production of defective components. 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 component that meets all of the options and special requirements of this procurement. The quality assurance program shall verify that each component 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 components 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.

3.4.0 CONTROL OF PURCHASES

Manufacturer shall maintain quality control of purchases.

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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.

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

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

3.5.4 INSPECTION STATUS

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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 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, or assembly, from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the collective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the procuring agency shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

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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 TEST PLAN

An acceptance test will be developed for the new transportation systems technologies, including hardware and software, delivered under the awarded contract for each Florida agency. Such plan will be developed by mutual agreement before the new technologies “go live” and will be produced on a basis sufficient to demonstrate the system meets the requirements set forth in the RFP. The acceptance test will be implemented by the agency, which may request either on-site or remote assistance of the Contractor. The mutually agreed to Acceptance Test Plan will define:

- The procedures used to test the system (or solution and equipment).
- The resources required from the agency and the Contractor.

During the scheduled testing period and according to the mutually agreed to Acceptance Test Plan, agency project personnel will work to identify any errors where the system does not conform materially to the Agreement or the Contract Documents. Any such errors will be documented by the agency on the Acceptance Test – Punch List. Errors listed on the Acceptance Test – Punch List must be properly addressed and corrected to the agency’s satisfaction prior to acceptance of the technologies and achievement of related milestones.

3.7.1 WARRANTY, TRAINING, AND MAINTENANCE SERVICE

Warranty

The Contractor(s) shall warrant all hardware and installation to be free from defects during the warranty period and assume sole responsibility for the performance of all equipment, materials, and labor provided by the Contractor and sub-Contractors.

The base warranty shall be for a minimum of five (5) years for parts and labor. An extended warranty shall also be offered, and pricing provided in proposal submission. Base warranty shall not begin until acceptance testing has been successfully completed and the Agency project manager signs off on acceptance and completion of the project.

Training

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The Contractor(s) shall provide training for all personnel who will operate and maintain the proposed systems once accepted.

Training shall be provided (at a minimum) for operation, troubleshooting, and repair of the following:

- Installed bus AVL, APC, ABC, automated pre-trip devices, infotainment, and Wi-Fi hardware systems.
- Bus, facility installed and media kiosk fare collection hardware.
- Installed wayside systems (transit center electronic signage and displays, bus stop electronic signage).
- The Contractor(s) shall provide a minimum of two (2) hard copies (electronic copies preferred) of the following documents for each hardware system:
 - Manufacturer Preventative Maintenance Manuals.
 - Operation Manuals.
 - Electrical diagram/schematic sheets.
 - Programming instructions.
 - Parts listing with part numbers
 - Applicable forms and instructions

The Contractor(s) shall provide at least two (2) full training sessions for agency maintenance personnel upon completion of installation, programming, and configuration of all proposed and installed systems. Each training session shall accommodate up to ten (10) technicians with vendor providing training materials for each mechanic.

Maintenance Service Proposal pricing shall include a two (2) year maintenance service agreement for all software systems provided. The service agreement shall provide for version updates, upgrades, patches, and system maintenance resulting from data problems and bugs. Proposals shall also include optional pricing for years three through five of a maintenance service agreement. The agency may opt to purchase the first five (5) years at contract award should funding allow.

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 purchaser. 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

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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.