



**Contract No. TRIPS-22-CA-MB-LF-MBA**

**Standard Cutaway and Minibus Chassis  
Type Transit Vehicles**

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## CONTRACT # TRIPS-22-CA-MB-LF-MBA

### GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS

This Contract shall be a Purchasing Schedule between the **Florida Department of Transportation** (the “FDOT”) and **Matthews Bus Alliance, Inc.** (the “Contractor”) for the manufacture and delivery of 2023 model year vehicles as specified in the General Conditions (“**Exhibit 1**”). **Florida Transit Agencies** (the “Purchasers”), shall have the right to purchase said vehicles with a properly executed purchase order, the completed Order Packet (“**Exhibit 8**”) and documented on the Order Concurrence Form (“**Exhibit 9**”). The FDOT, the Contractor and the Purchasers may hereinafter be referred to as a “Party” and collectively as the “Parties”.

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

The Contractor understands 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 FDOT or Transportation Research Inspections Services (TRIPS) program. 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 Contract. 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 Contract requirements and certifications are met; monitor warranty and dealer services; conduct on-line and/or dealer inspections and intercede on behalf of the Purchasers.

#### **I. Scope of Work**

1. The Contractor hereby agrees to provide the scope of work, perform the services, and furnish the goods and materials (and provide all other items necessary, proper for, or incidental thereto and as set forth in the Solicitation) that are set forth in the Solicitation and General Conditions “**Exhibit 1**”. Throughout this Contract, all references to the term “work” include all requirements of the specifications, regardless of whether it involves the provision of goods or services or both.
2. Performance of Services. All of the services shall be performed by the Contractor and its authorized subcontractors. Notwithstanding the use of one or more subcontractors by the Contractor, the Contractor acknowledges and

agrees that all of the services performed and to be performed hereunder shall be the sole responsibility of the Contractor, and Contractor hereby agrees that it warrants all such work as if such work had been performed directly by the Contractor.

3. Order of Precedence. All of the terms and conditions of the Solicitation are hereby incorporated herein in full. In the event of a conflict between the terms of any of the following, the more stringent requirement shall apply. If the conflict cannot be resolved by following the most stringent requirement, the following order of precedence shall govern: (1) Florida Administrative Code, Chapter 14-90, as amended ("**Exhibit 2**"); (2) Federal Clauses for FTA-Assisted Contracts ("**Exhibit 3**"), when applicable; (3) properly authorized written Contract Amendments; (4) properly authorized Purchase Orders; (5) this Contract; (6) the Specifications; (7) the Solicitation Addenda, if any; and (8) the Solicitation.
4. Review of Work. Any review of the work by the FDOT, its other suppliers, or its partner agencies, including the State of Florida, Federal Transit Administration (FTA), and the Purchasers is for the sole benefit of the FDOT. No such review, acceptance, or approval to proceed to the next level of service, nor the payment of any invoice (including the last invoice, release of retainage, or acceptance of final reports or plans and specifications) shall be deemed to constitute: (1) detailed review or checking of design, details, or accuracy of the Contractor's work; (2) a professional approval by the FDOT; or (3) a release of the Contractor from any of the Contractor's obligations or responsibilities under the Contract, including but not limited to, the accuracy of the plans and specifications. The FDOT's review, approval, acceptance of, or payment for any of the services under this Contract shall not constitute a waiver of any of the FDOT's rights under this Contract or any cause of action it may have arising out of this Contract.
5. Contract Amendment(s). If any modification to the Contract or a Purchase Order is required, the Parties shall execute an Amendment before the Contractor begins performing any additional or changed tasks associated therewith. Reference herein to the Contract includes all Amendments, if any. The Contractor will only be entitled to adjustments to compensation and/or contract time if such adjustments are included in a Contract Amendment. When possible, all Contract Amendments shall be based upon the previously agreed-to rates or unit costs.
6. Standard of Care and Quality of Goods. The Contractor shall perform (and cause all subcontractors to perform) all services in a manner that is consistent with the level of reasonable care, skill, judgment, and ability provided by

others providing a similar type of service in the same geographic area. The standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Contract, or any document incorporated or referenced herein, including the Solicitation. Unless otherwise expressly allowed by the specifications, all items furnished by the Contractor in connection with the work performed hereunder must be completely new and free from defects.

7. Warranty. The Contractor shall unconditionally guarantee the materials and workmanship on all equipment and goods furnished by it as per the schedule listed in the Warranty Provisions (“**Exhibit 1 - Part 4**”). From date of acceptance of the vehicle(s) delivered. If, within the warranty period, any defects or signs of deterioration are noted, which, in the opinion of the Purchasers, are due to faulty design, installation, workmanship, and/or materials, upon notification, the Contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of the Purchasers. Repairs, replacements, or adjustments will be made only at such times as will be designated by the Purchasers to be the least detrimental to the operation of the Purchaser’s business.

## II. Delivery, Compensation, Invoices and Terms of Payments

### 1. Delivery And Acceptance.

- a. Completed units, for orders of zero to ten (0-10) are to be delivered to Purchaser within ninety (90) days from receipt of chassis or purchase order, whichever occurs last. Completed units, for orders of eleven (11) or more will be agreed upon at the time of completion of the Order Packet (“**Exhibit 8**”) and documented on the Order Concurrence Form (“**Exhibit 9**”). The Contractor and the Purchaser will digitally sign the Order Concurrence Form and upon full approval, it will then become an Attachment to the Purchaser’s purchase order and shall be binding under this Contract.
- b. Upon completion of a Pre-Delivery Inspection (PDI) by the licensed Florida dealer who is awarded this Contract, that Contractor will be required to deliver the vehicles to the Purchaser. The Contractor shall notify both the Purchaser and the FDOT District Office a minimum of 48 hours in advance to arrange a delivery time. See schedule titled FDOT District Offices (“**Exhibit 4**”).



- c. Failure to coordinate delivery may result in delay of vehicle being “signed for” as delivered. The vehicles shall be delivered clean and in first class condition, complete and ready for service. Workmanship throughout shall conform to the highest standard of commercially accepted practice for the class of work and shall result in a complete, neat, and finished appearance.
- d. The Contractor shall assume all costs and responsibility relative to said delivery to purchaser.
- e. The vehicle shall be delivered with all Contractor/manufacturer’s quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:
  - A copy of the Manufacturer’s Certificate of Origin
  - Application for Certificate of Title
  - Bill of Sale
  - Warranty Papers (forms, policy, procedures)
  - Maintenance Schedule
  - Operators’ manual
  - Invoice (To include contract number, P.O. number, VIN#, and agency name)
- f. If any of the items listed above are missing, defective, altered, incorrect, incomplete, etc., the vehicle will be automatically rejected. Vehicle Delivery Checklist (“**Exhibit 6**”) contains a list of the minimum required items at delivery.
- g. Delivery to Purchaser is to be completed within ten (10) calendar days of receipt of vehicle at Contractor’s site. Delivery shall be determined by signed receipt of the contact person or their designee, at the point of delivery. Further, since a common carrier is an independent concern, any delay in delivery resulting from the common carrier's operations, accident, or mechanical failures on route will be considered a cause beyond the control of the Contractor, provided vehicles were delivered to said carrier in ample time for delivery within normal operating conditions. Odometer readings cannot exceed 3,000 miles at time of final delivery of completed buses to agency(s). There will be one dollar (\$1.00) per mile charge for each vehicle with an odometer reading in excess of 3000 miles.
- h. In case delivery of completed units under this Contract shall be necessarily delayed because of weather, strike, injunctions, government

controls, or by reason of any cause or circumstances beyond control of the Contractor, the time for completion of delivery shall be extended by the number of days to be determined in each instance in writing and by mutual agreement between the parties.

- i. All units shall consist of new parts and materials and in no case will used components or reconditioned or obsolete parts be accepted. Any one part or component shall be an exact duplicate in manufacture and design as well as construction as all others proposed for each unit. Manufacturers must incorporate, in the units proposed, the newest technological advancement in order to achieve maximum service life and an attractive modern appearance.
- j. All vehicle data must be entered into the TRIPS DATACenter prior to its delivery by the Contractor. Vehicle Identification Numbers (VIN) shall be entered into the TRIPS DATACenter within 10 days after assignment of the VIN to the Purchase Order. Any vehicles arriving at the Contractor without the VIN entered in the DATACenter will not be inspected until this information is entered.

To schedule an inspection, the Contractor shall send an email to the TRIPS Program Manager, Carlton Allen at [callen@usf.edu](mailto:callen@usf.edu) to set up an inspection appointment. Information in the email should include the following:

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

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

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

- k. Any vehicle delivered by the Contractor that does not comply with specifications, conditions, and requirements shall be considered not accepted.

- l. If a vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts furnished and installed by the Contractor at no cost to the Purchaser. In the event work is involved, whether warranty or otherwise, in repairing or placing the vehicle(s) in proper condition, then such repairs shall be made by an approved firm.
- m. Delivery of vehicle(s) by the Contractor does not constitute acceptance by the Purchaser. Vehicle(s) shall be considered "accepted" upon inspection by the Purchaser and the issuance of a "Letter of Acceptance" to the Contractor. Purchaser will perform a post-delivery inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Contractor, stating areas found to be in non-compliance with the proposal specifications, within ten (10) calendar days from receipt of vehicle(s). Placing any new vehicle into revenue service will automatically constitute acceptance of vehicle by Purchaser. However, a Letter of Acceptance should still be sent to the Contractor prior to placing the vehicle into revenue service.
- n. Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

## **2. Compensation**

- a. Compensation under this Contract shall be Firm-Fixed Price with Economic Adjustment.
- b. The Contractor shall deliver invoices to the Purchaser upon delivery of the vehicle(s) in detail sufficient for a proper pre-audit and post-audit thereof.
- c. All invoices shall reflect the applicable Contract prices as referenced within the Order Packets ("**Exhibit 8**") and shall show details of the computation of the amount requested in a form satisfactory to the Purchaser.
- d. Firm Price and Price Escalation or De-Escalation. Following the Contract of the initial model production year, the FDOT will have an option to extend the Contract for four succeeding model production years. Extension of any options shall be subject to the same pricing, terms and conditions of the original Contract. However, a chassis model price increase will be considered when a model year change is specific to the automotive or bus industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to

the Contractor. The Contractor must submit the request and all necessary documentation to the FDOT and TRIPS Program Administrator. The date found on the Manufacturer's letter, stating the new chassis cost, shall be the month used as the future recomputation month.

The FDOT reserves the right to:

1. Grant or decline any request for escalation or de-escalation with or without cause.
2. Request additional documentation from the referenced manufacturer justifying any requested increase. In the event of such request the FDOT will only allow the Contractor to increase its contract price by the amount of the actual increase as provided by the parts manufacturer.

Any decision of the FDOT to grant or decline a request for price adjustment will be at the FDOT's sole discretion and its decision shall be final. Annual rate adjustments for services will be at the discretion of the FDOT.

- e. The Contractor shall provide the Purchaser with Certificates of Origin for any and all steel, iron, and/or manufactured goods delivered or utilized by the Contractor in any work or Project contemplated herein, regardless of the individual value of such steel, iron, and/or manufactured goods, when the overall Contract value meets or exceeds One Hundred Fifty Thousand Dollars (\$150,000.00). The Contractor shall also provide separate Certificates of Origin for each component part contained in any and all manufactured goods delivered or utilized by the Contractor in any work or Project under this Contract. Certificates of Origin must accompany all related invoices that the Contractor submits to the FDOT for payment. If the Contractor fails to submit required Certificates of Origin with its invoices, the Purchaser may withhold payments due the Contractor until the Contractor has complied therewith.
- f. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Contract will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, and other pertinent federal and state regulations, as applicable, with the understanding that there is no conflict between state regulations and federal regulations in that the more restrictive of the applicable regulations will govern.
- g. Records of costs incurred under the terms of this Contract shall be maintained by the Contractor and upon written request, made available to

the FDOT and/or Purchaser at all times during the period of this Contract and for five (5) years after final payment is made for the work pursuant to this Contract. Copies of these documents and records shall be furnished to the FDOT and/or Purchaser upon request.

- h. Records of costs incurred will include: (1) the Contractor's general accounting records and Project records; (2) supporting documents and records of the Contractor and all subcontractors within the scope of this Contract; and (3) all other records related to the Contract that are considered necessary by the FDOT and/or Purchaser for a proper audit of costs.
- i. The Purchaser will have the right to retain, out of any payment due the Contractor under this Contract, an amount sufficient to satisfy any amount due and owing to the Purchaser by the Contractor on this Contract or any other agreement between the Contractor and the Purchaser. The Purchaser may withhold the amount of its actual damages when the Contractor is in default under any provision of this Contract, or when the Purchaser determines that the schedule cannot be met and an extension of time is not warranted. The Purchaser may also withhold payment when payment from the Contractor is due in connection with indemnification or any other agreement between the Contractor and the Purchaser. This right to withhold payments will continue until such time as the Purchaser has been made whole.
- j. All invoices requesting payment for subcontractor's services, Contractor's services, reimbursable items, or expense items, must have copies of actual invoices or receipts attached which support the amounts invoiced, in such form and with such supporting detail as the Purchaser may require.
- k. The Purchaser shall have the right, but not the obligation, based upon sworn statements of accounts from the subcontractors, and in accordance with the Contractor's written request, to pay a specific amount directly to a subcontractor. In such event, the Contractor agrees that any such payments shall be treated as a direct payment to the Contractor's account.
- i. The Purchaser shall make payments to the Contractor based upon the approved invoices and supporting documentation and deliverables within Sixty (60) days of the receipt by the Purchaser of a complete invoice. Invoice payment requirements do not start until a properly completed invoice is provided to the Purchaser. If an invoice is not

approved, in whole or in part, the Purchaser will inform the Contractor of the issue within ten (10) days of receipt and Contractor will not be paid until the issue has been resolved to the satisfaction of the Purchaser.

- ii. All compensation for services under a particular Purchase Order is subject to and contingent upon the availability of the federal, state, and/or local funding source that is applicable to the work or Purchase Order.
- iii. The acceptance of final payment by the Contractor shall be a full release of the Purchaser and its members, officers, agents, and employees for any and all claims arising out of or relating to this Contract. The Contractor hereby waives all indirect, incidental, special, and consequential damages in any proceeding arising out of or relating to this Contract.

### **3. Federal And State Tax**

The Purchasers are exempt from payment of Federal Excise Tax and Florida State Tax. Said taxes must not be included in the Contract 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.

### **4. On-Line Inspections**

The TRIPS reserves the right to perform an on-line inspection of any vehicles procured as a result of this Contract. 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.

### **5. Indemnification**

Proposer must agree to save, keep, and bear harmless and fully indemnify any Purchaser and any of its officers, or FDOT personnel from all damages, costs, or expenses in law or equity, that may at any time arise or to be set up, for any infringement of the patent rights of any person or persons in consequence of the use by a Purchaser or by any of its officers or proposal coordinators, of articles supplied under contract, arising from proposals submitted and which a Purchaser gives the

Contractor notice in writing of any such claims or suit and provides necessary cooperation for the defense of said claim or suit.

**III. Federal Motor Vehicle Safety Standards**

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

**IV. Liquidated Damages**

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

**V. Parts And Manuals**

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

## **VI. Altoona Test**

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

## **VII. Titling Vehicles**

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

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

## **VIII. Contract Term and Termination**

### **1. Contract Term**

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

Following award of the initial model production year, the FDOT will have an option to extend the Contract for four succeeding model production years via a properly negotiated and executed Contract Amendment. Any Contract Amendments shall be subject to the same pricing, terms and conditions of the original Contract. However, a chassis model price increase will be considered when a model year change is specific to the automotive or bus industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor must submit the request and all necessary documentation to the TRIPS Program Administrator.

The Contractor may request an increase in the second stage production costs after, or in conjunction with, the chassis increase request being received by the TRIPS Program Administrator. The TRIPS will compute the second stage costs utilizing the formula explained in Second Stage Price Escalation/De-Escalation Formula (“**Exhibit 7**”). A final annual adjustment will then be authorized after combining the chassis increase with the second stage increase, if any.

### **2. Termination for Cause**

The Contractor shall be considered in default of the Contract and such default will be considered as cause for the FDOT to terminate the Contract, in whole or in part, for any of the following reasons, if the Contractor:



- a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or
- b. Fails to perform the Work, or fails to maintain adequate progress towards completion of the work, or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the Contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. Fails to carry out the requirements of the FDOT's DBE Participation Program, or
- j. If at any time the Surety executing the bond is determined by the FDOT to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten (10) days after notice from the FDOT. This ten (10) day notice and cure period is in lieu of the seven (7) day period set forth below, or
- k. For contracts that exceed One Million Dollars (\$1,000,000.00), FDOT may terminate this Contract if the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or
- l. For any other cause whatsoever, fails to carry on the work in an acceptable manner, or
- m. For any other cause explicitly provided for in this Contract as a cause for termination.

Should the FDOT consider the Contractor in default of the Contract for any reason above, the FDOT shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the FDOT's intentions to terminate the Contract. If the FDOT terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the terminated work is completed.

If the Contractor or Surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the FDOT will have full power and FDOT without violating the Contract, to take the execution of the terminated work out of the hands of the Contractor. The FDOT may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of the terminated work according to the terms and provisions of the Contract, or use such other methods as in the opinion of the FDOT or the FDOT's authorized representative will be required for the completion of the terminated work in an acceptable manner, including, but not limited to accepting assignment of any or all Subcontracts and finishing the terminated Work by whatever reasonable method the FDOT may deem necessary.

If the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the FDOT may terminate this Contract for cause and without the opportunity to cure, or for Contracts of One Million Dollars (\$1,000,000.00) or more, the FDOT may terminate this Contract for cause and without the opportunity to cure if the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

All costs and charges incurred by the FDOT, together with the cost of completing the work under the Contract, including compensation for the any designer's or the FDOT's authorized representative's services and all other expenses made necessary thereby, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the FDOT the amount of such excess. Termination of the Contract, or a portion thereof, shall neither relieve the Contractor of its responsibility for the completed work nor shall it relieve its Surety of its obligation for and concerning any claim arising out of the work performed. If only a portion of the work is

terminated, the Contractor shall continue to complete the remaining portions of the work that was not terminated in accordance with the Contract. The Contractor's obligations to the FDOT arising from the Contractor's improper acts, omissions, or defaults shall survive the termination of this Contract. The duties and obligations imposed by the Contract and the rights and remedies available hereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

**3. Termination for Convenience.**

- a. The FDOT may, by written notice, terminate this Contract or the work performed hereunder, in whole or in part at any time, for the FDOT's convenience or because of failure to fulfill the Contract obligations. Such action will be without prejudice to any other right or remedy of the FDOT. Upon receipt of such notice, all services, work, and orders for materials or services associated with the terminated work must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing the terminated work, whether completed or in progress, shall be delivered to the FDOT.
- b. If the termination is for the convenience of the FDOT, an equitable adjustment in the Contract price will be made the portion of the work that was terminated as set forth in this Section, and, the Contractor shall be paid for:
  1. the reasonable actual cost for the portion of all Work that was terminated and which was fully completed under the Contract and accepted by the FDOT, based upon the approved Schedule of Values and/or Unit Price Schedule.
  2. the reasonable actual cost for the portion of all Work that was terminated, and which was fully completed under the Contract and accepted by the FDOT, based upon the Offeror's Proposal if the Proposal contained line-item pricing for all or a portion of the terminated Work. The amount of equitable adjustment for such Work shall not exceed the amount for that line item.
  3. at the sole option of the FDOT, the reasonable actual cost of acceptable materials or equipment obtained or ordered by the Contractor for the portion of the Work that was terminated prior to the date notice of FDOT's termination for convenience is served and which are not incorporated in the Work, as shown by receipted bills

and actual cost records at such points of delivery as may be designated by the FDOT.

4. at the sole option of the FDOT, the reasonable actual cost of bonafide irrevocable orders made for the portion of the Work that was terminated prior to the date notice of FDOT's termination for convenience is served for materials and equipment but not yet delivered to the Project site. However, such materials and equipment must be delivered to the FDOT to a site or location designated by the FDOT prior to release of payment for such materials and equipment.

Any request for equitable adjustment shall be subject to the limitations of the Scope of Work and supported by actual invoices, time sheets, and other documentation of the actual costs incurred. The Contractor shall substantiate its request for payment in accordance with the requirements of the Contract.

There is no entitlement to anticipatory profits or revenue or other economic loss arising out of or resulting from FDOT's termination, for any reason, unless explicitly agreed to, in writing, by the FDOT as part of a final Contract Amendment that fully resolves all outstanding issues on the Project.

- c. If the termination is due to failure to fulfill the Contractor's obligations, the FDOT may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor is liable to the FDOT for any additional cost occasioned to the FDOT thereby.
- d. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not so failed, the termination will be deemed to have been affected for the convenience of the FDOT. In such event, adjustment in the Contract price will be made as provided in **Paragraph "b"** of this clause.
- e. The rights and remedies of the FDOT provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. The Contractor shall proceed to complete any part of the Work, as directed by the FDOT, and shall attempt to settle all Subcontractor/Contractor claims and obligations under the Contract with the FDOT. Subject to the limitations in the Scope of Work, the Contractor shall be compensated by the FDOT for the Contractor's reasonable costs actually expended and profit earned on Work that has been fully completed and accepted by the FDOT.

- f. If only a portion of the Work is terminated, whether for convenience or for cause, the Contractor shall continue to complete the remaining portions of the Work that were not terminated in accordance with Contract. Termination of the Contract, or a portion thereof, shall neither relieve the Contractor of its responsibility for the completed Work nor shall it relieve its Surety of its obligation for and concerning any claim arising out of the Work performed.

## **IX. Breaches And Dispute Resolution**

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

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

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

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

**X. Disadvantaged Business Enterprise (DBE)**

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

**XI. 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.

**XII. Conflict of Interest**

1. The Supplier shall not promise any employee of the FDOT, whose duties include matters relating to or affecting the subject matter of this Contract, compensation of any kind or nature from the Supplier, while such employee is employed by the FDOT, or for one (1) year thereafter.
2. The Supplier affirms that it will not take part in any activities that will be a conflict of interest with the FDOT or that would appear to compromise the integrity of the FDOT. The Supplier shall provide written notice to the FDOT immediately upon occurrence or first identification of any potential conflict-of-interest situation.
3. Upon request by the FDOT, the Supplier shall execute any Conflict-of-Interest Certification that may be required.

**XIII. Debarred Bidders**

The Supplier has a continuing obligation to inform the FDOT whether it is or has been placed on any debarred, suspended, or excluded parties list maintained by the United States Government or the State of Florida. Should the Supplier, including any of its officers or holders of a controlling interest, be included on such a list during the performance of this Contract, the Supplier shall immediately inform the FDOT. This obligation must be included in all subcontracts.

**XIV. Public Entity Crimes**

The FDOT reserves the right to terminate this Contract effective immediately upon written notice in the event that the Supplier or any of its affiliate(s) are placed on the State of Florida convicted vendor list pursuant to Section 287.133, Florida Statutes. For purposes hereof, "affiliate" shall have the meaning set forth in Section 287.133(1)(a), Florida Statutes. The Supplier shall advise the FDOT promptly after conviction of any "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, applicable to the Supplier or any of its affiliate(s).

**XV. Non-exclusive Contract**

This Contract is not exclusive. The FDOT expressly reserves the right to contract for performance of services such as those described herein, and in the Solicitation, with other Suppliers.

**XVI. No Waiver**

Failure by either Party to insist upon strict performance of any of the provisions herein; failure or delay by either Party in exercising any rights or remedies provided herein or by law; the FDOT's payment in whole or in part for services hereunder; or any purported oral modification or rescission of this Contract by an employee or agent of either Party shall not: (1) release either Party of any of its obligations hereunder; (2) be deemed a waiver of the rights of either Party to insist upon strict performance hereof; (3) be deemed a waiver of any of either Party's rights or remedies under this Contract or by law; or (4) operate as a waiver of any of the provisions hereof or constitute acquiescence therein. No waiver of any default or breach hereunder shall extend to or affect any subsequent or existing default or breach.

**XVII. Counterparts and Electronic Signatures**

This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute one and the same instrument, binding on all the parties hereto even though all the parties

are not signatories to the original or the same counterpart. The counterparts of this this Contract and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.

## **XVIII. Exhibits**

The following Exhibits are hereby incorporated into this Contract as part hereof as though fully set forth herein.

### **Exhibit 1: General Conditions**

#### **Part 1: Technical Specifications**

#### **Part 2: Options**

#### **Part 3: Quality Assurance**

#### **Part 4: Warranty Provisions**

#### **Part 5: Paint Schemes**

#### **Part 6: Negotiated Point of Clarifications**

### **Exhibit 2: Florida Administrative Code, Chapter 14-90**

### **Exhibit 3: Federal Clauses for FTA-Assisted Contracts**

### **Exhibit 4: Required Forms**

### **Exhibit 5: FDOT District Offices**

### **Exhibit 6: Vehicle Delivery Checklist**

### **Exhibit 7: Second Stage Price Escalation/De-Escalation Formula**

### **Exhibit 8: Order Packets with Pricing**

### **Exhibit 9: Order Concurrence Form**

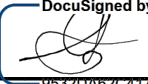


## OFFER

By execution below, Matthews Bus Alliance, Inc. hereby offers to furnish equipment and services as specified in Florida Department of Transportation Request for Proposal #TRIPS-22-CA-MB-LF-RFP, and agree to abide by the final negotiated Contract, TRIPS-22-CA-MB-LF-MBA, including all General Requirements, Conditions, Contractual Provisions and Exhibits:

### OFFEROR(S):

**Matthews Bus Alliance, Inc.**  
**4802 West Colonial Dr.**  
**Orlando, FL 32808**

DocuSigned by:  
  
9532DA62C417426...

**Contractor Authorized Signature**

Glenn J. Matthews

**Printed Name**

President/Owner

**Title**

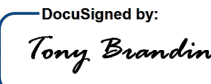
7/24/2023 | 06:34 PDT

**Date**

## AWARD

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

**Tony Brandin**  
**Transit Operations Manager**

DocuSigned by:  
  
D622C7583FA8454...

**Signature**

7/28/2023 | 13:43 EDT

**Date**

**Exhibit 1 – General Conditions**  
(on following pages)

**Part 1 – Technical Specifications**

(on following pages)

## Technical Specifications

The technical specifications shall be updated after the first build is completed and approved. At this time this Contract will be amended to include the specifications as modified as a result of the first build process.

Until the first build is completed as approved, specifications shall be based on the original Request for Proposal package, Contractor's response and the Negotiated Point of Clarifications ("**Exhibit 1, Part 5**").

**Part 2 – Quality Assurance**

(on following pages)

## **QUALITY ASSURANCE PROVISIONS**

### **1.0 CONTRACTORS IN-PLANT QUALITY ASSURANCE REQUIREMENTS**

#### **1.1 Quality Assurance Organization**

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

#### **1.2 Control**

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

#### **1.3 Authority and Responsibility**

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

### **2.0 QUALITY ASSURANCE ORGANIZATION FUNCTIONS**

The quality assurance organization shall include the following minimum functions.

#### **2.1 Work Instructions**

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

#### **2.2 Records Maintenance**

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the FDOT/TRIPS and agency 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.

#### **2.3 Corrective Action**

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

### **3.0 STANDARDS AND FACILITIES**

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

#### **3.1 Configuration Control**

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

#### **3.2 Measuring and Testing Facilities**

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

#### **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 adjusted, replaced, or repaired as required to maintain quality.

#### **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 FDOT/TRIPS and agency inspectors to verify the vehicles conform to all specification requirements. If necessary, Manufacturer's personnel shall be made available to operate the devices and to verify their condition and accuracy.

### **4.0 CONTROL OF PURCHASES**

Manufacturer shall maintain quality control of purchases.

#### **4.1 Supplier Control**

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

## **4.2 Purchasing Data**

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

## **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.

### **5.1 Completed Items**

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

### **5.2 Nonconforming Materials**

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

### **5.3 Statistical Techniques**

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

### **5.4 Inspection Status**

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

## **6.0 INSPECTION SYSTEM**

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

### **6.1 Inspection Stations**

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practicable, under-



body structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, under-body dress-up and completion, vehicle prior to final paint touch-up, vehicle prior to road test, and vehicle final road completion.

## **6.2 Inspection Personnel**

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

## **6.3 Inspection Records**

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

## **6.4 Quality Assurance Audits**

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

# **7.0 ACCEPTANCE TESTS**

## **7.1 Responsibility**

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

## **7.2 Pre-Delivery Tests**

Manufacturer shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the Dealer. The pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle

operation. The tests shall be conducted and documented in accordance with written test plans. Additional tests may be conducted at Manufacturer's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements in Part 2: Technical Specifications. This additional testing shall be recorded on appropriate test forms provided by Manufacturer. The pre-delivery tests shall be scheduled and conducted with sufficient notice so that they may be witnessed by TRIPS line inspectors, who may accept or reject the results of the tests. The results of pre-delivery test, and any other tests, shall be filed with the assembly inspection records for each vehicle. The under-floor equipment shall be made available for inspection by the TRIPS inspectors, using a pit or vehicle hoist provided by Manufacturer. A hoist, scaffold, or elevated platform shall be provided by Manufacturer to easily and safely inspect vehicle roofs. The TRIPS may also conduct pre-delivery tests at Dealer locations. It is Dealer's responsibility to ensure that the vehicle inspection is scheduled through the TRIPS Program. The results of this inspection will accompany the vehicle upon delivery to the purchaser.

### **7.3 Inspection-Visual and Measured**

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

### **7.4 Total Vehicle Operation**

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

### **8.0 POST-DELIVERY TESTS**

The TRIPS may conduct acceptance tests on each delivered vehicle. The purpose of these tests are to identify defects that have become apparent between the time of vehicle release and delivery to the purchaser. The post-delivery tests shall include visual inspection and vehicle operations. Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The TRIPS shall record details of all defects notify Manufacturer of non-acceptance of each vehicle within five (5) working days after completion of these tests. The defects detected during these tests shall be repaired

according to the procedures defined in Part 1: Solicitation, Offer and Award/Contractual Provisions.

### **8.1 Visual Inspection**

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

### **8.2 Vehicle Operation**

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

**Part 3 – Warranty Provisions**

(on following pages)

## **1.0 BASIC PROVISIONS**

### **1.1 Warranty Requirements**

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

### **1.2 Complete Vehicle**

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

### **1.3 Subsystems and Components**

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

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

## **2.0 SCOPE OF WARRANTY REPAIRS**

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

## **3.0 REPAIRS BY CONTRACTOR**

The purchaser shall make the vehicle available to Contractor for repairs in a timely manner considering the Contractor's schedule and course of action referenced in 5.2.0.

Contractor shall provide at its own expense all parts, tools and space required to complete repairs.

#### **4.0 REPAIRS BY THE PURCHASER (IN-HOUSE WARRANTY)**

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

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

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

#### **4.1 Parts**

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

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

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

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

#### **4.2 Labor**

The purchaser shall be reimbursed by Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the purchaser's current per hour, master mechanic, straight wage rate, plus 32 percent, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area. This wage rate shall not exceed the rate in

effect in the purchaser's service garage at the time the defect correction is made. The purchaser shall not accept parts credit as payment of warranty labor claims.

#### **4.3 Parts and Labor Reimbursement**

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

#### **5.0 VOIDING OF WARRANTY**

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

#### **6.0 EXCEPTIONS TO WARRANTY**

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

#### **7.0 FLEET DEFECTS**

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

#### **8.0 SCOPE OF FLEET DEFECT WARRANTY PROVISIONS**

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

#### **9.0 EXCEPTIONS TO FLEET DEFECTS PROVISIONS**

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

#### **10.0 CONTRACTORS RESPONSIBILITY**

Contractors are responsible for all aspects of the warranty process. This includes scheduling, coordinating and monitoring all warranty repairs and parts replacements

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

### **11.0 PURCHASERS' RESPONSIBILITY**

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

### **12.0 WARRANTY REPORTING**

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

Detailed warranty reports shall include at a minimum:

1. Date of warrantable action
2. Cause of warrantable action
3. Corrective action taken
4. List of repair parts required for corrective action
5. Number of calendar days vehicle out of service



Standard Warranty

Subsystem and Component Minimum Warranty, whichever occurs first.

Item	Requested Years	Request Mileage	Proposed Years	Proposed Mileage
OEM Chassis	3	36,000	3	36,000
Modified (cut) chassis and Low Floor Chassis	3	Unlimited	3	Unlimited
Powertrain - Gas	5	100,000	5	100,000
Powertrain - Diesel	5	100,000	5	100,000
HVAC System	4	Unlimited	4	Unlimited
Aftermarket Alternator	3	Unlimited	3	Unlimited
Wheelchair Lift or Ramp	4	Unlimited	4	Unlimited
Second Stage Seating	4	Unlimited	4	Unlimited
Body Modifications/Structure	3	Unlimited	3	Unlimited
Complete Bus Electrical System	3	Unlimited	3	Unlimited
Aftermarket Electrical Components	3	Unlimited	3	Unlimited
Electric Door System	3	Unlimited	3	Unlimited
Electric Mirrors	3	Unlimited	3	Unlimited
Alternative Gaseous fuel systems	3	Unlimited	3	Unlimited
Second Stage Windows	3	Unlimited	3	Unlimited
Other Aftermarket Components	3	Unlimited	3	Unlimited
Virus Mitigation Components	3	Unlimited	3	Unlimited
Add on suspension systems	3	Unlimited	3	Unlimited

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

**Part 4 – Paint Schemes**

(on following pages)

## Paint Schemes

Paint scheme styles will be chosen and agreed upon between the Contrator and the individual Purchaser. Pricing for agreed upon paint schemes shall be in accordance with pricing listed in in the Order Packets (**“Exhibit 8”**).

**Part 5 – Negotiated Point of Clarifications**

(on following pages)

**TRIPS 22 CA-MB-LF Cutaway Vehicles**  
**Point of Clarification Requests**  
**Matthews Bus**

Item No.	FDOT Point of Clarification
1	<p>File titled "Exhibit 5-1 Standard Warranty", under "Virus Mitigation Components", there is a minimum requirement for 3 years unlimited mileage. The Sub-supplier Standard Warranty will not</p> <p><b>Contractor Response</b> - We confirm we will agree to the 3 year unlimited mile warranty</p> <p><b>FDOT Comments 12/08/2022</b> - Acknowledged</p>
2	<p>File titled "Exhibit 5-1 Standard Warranty", under "Add on suspension systems", please clarify the statement "Does not include optional Suspension components, only components on base vehicle". There is a minimum requirement for 3 years unlimited mileage.</p> <p><b>Contractor Response</b> - We confirm we will agree to the 3 year unlimited mile warranty</p> <p><b>FDOT Comments 12/08/2022</b> - Acknowledged</p>
3	<p>For file titled " 7.1 16A 2WC Floor Plan", please note that the weight analysis does not include fuel load and you used 200 pounds for wheelchairs instead of our required 250 pounds. Please revise to</p> <p><b>Contractor Response</b> - Please see attached weight analysis. Wheelchair and driver weight have been highlighted. Additionally a full tank of fuel is included in the weight of the chassis shown.</p> <p><b>FDOT Comments 12/08/2022</b> - If awarded, the FDOT weight calculation sheet will be utilized. Please provide the weight analysis with the full tank of fuel detailed separately.</p> <p><b>Contractor Response</b> - See attached</p> <p><b>FDOT Comments 01/03/2023</b> - Acknowledged</p>
4	<p>For file titled " Exceeds, Meets, Does Not Meet", Item 2,41.7, please clarify the product that was provided for the vehicle data recorder. Is this an "event" recorder? The component proposed does not meet minimum specification. Please advise if you are able to meet minimum specification. and if so, provide the detailed specifications.</p> <p><b>Contractor Response</b> - Vendor has confirmed that the component proposed does meet the minimum specification and is in the process of putting together more detailed specifications which will be forwarded when received. Additionally, if there is a specific product that FDOT would prefer, please pass along product part numbers or vendor name.</p> <p><b>FDOT Comments 12/08/2022</b> - If awarded, the FDOT will require that the minimum specification is met. Please provide a timeline of availability of the more detailed specifications.</p> <p><b>Contractor Response</b> - See attached</p> <p><b>FDOT Comments 01/03/2023</b> - Based on the review of the detailed specifications, the proposed product does not meet our minimum specifications for an event data recorder and will not be considered. Please provide a compliant component such as Signal Quest or other equal product that does meet the minimum specifications.</p> <p><b>Contractor Response</b> - We can provide the Signal Quest device in lieu of the previously quoted product.</p> <p><b>FDOT Comments 01/13/2023</b> - Acknowledged</p>
5	<p>For file titled " Exceeds, Meets, Does Not Meet", Item 2.39.2, it appears the lift installation description does not include hardware. Please confirm that you will provide the appropriate hardware based on the manufacturer specifications.</p> <p><b>Contractor Response</b> - We use the install kit and hardware provided by the lift OEM. See attached.</p> <p><b>FDOT Comments 12/08/2022</b> - Acknowledged</p>

Item No.	FDOT Point of Clarification
6	<p>For file titled "176_WB 307_ OAL 3 Step Flat Floor", per Item No. 2.13.4, please note that the weight analysis does not include fuel and driver. Please revise to include all weight requirements and revise the Wheelchair weight to 250 pounds. Also, there is no allowance for the side by side wheelchair placement at the rear of all chassis. Only one position is allowed per the specifications. Please revise accordingly.</p> <p><b>Contractor Response</b> - Please see attached weight analysis. Wheelchair and driver weight have been highlighted. Additionally a full tank of fuel is included in the weight of the chassis shown.</p> <p><b>FDOT Comments 12/08/2022</b> - If awarded, the FDOT weight calculation sheet will be utilized. Please provide the weight analysis with the full tank of fuel detailed separately.</p> <p><b>Contractor Response</b> - See attached</p> <p><b>FDOT Comments 01/03/2023</b> - Acknowledged</p>
7	<p>For file titled "176_WB 307_ OAL Regular Floor", per Item No. 2.13.4, please note that the weight analysis does not include fuel and driver. Please revise to include all weight requirements and revise the Wheelchair weight to 250 pounds. Also, there is no allowance for the side by side wheelchair placement at the rear of all chassis. Only one position is allowed per the specifications. Please revise accordingly.</p> <p><b>Contractor Response</b> - Please see attached weight analysis. Wheelchair and driver weight have been highlighted. Additionally a full tank of fuel is included in the weight of the chassis shown.</p> <p><b>FDOT Comments 12/08/2022</b> - If awarded, the FDOT weight calculation sheet will be utilized. Please provide the weight analysis with the full tank of fuel detailed separately.</p> <p><b>Contractor Response</b> - Same analysis as Item 3.</p> <p><b>FDOT Comments 01/03/2023</b> - Acknowledged</p>
8	<p>For File titled "Ride Side Rear Suspension Add-on Component", Per Item 2.6.1, please provide documentation that the Super Springs component is equivalent to the MorRyde system.</p> <p><b>Contractor Response</b> - No documentation can be provided because the two systems are fundamentally different. Super Spring is a shackle and leaf system designed to level loads and reduce body roll. MorRyde is a rubber shackle system designed to absorb road shock. The super spring system proposed as part of the base vehicle and in response to the requirements of section 2.61 is widely used by Coach &amp; Equipment MFG to enhance ride comfort and prevent vehicle listing. We have installed 1000's of these systems with good result. A MorRyde system is installed on both sides of the vehicles and is primarily meant to lessen road shock and improve ride quality. MorRyde is available to FDOT customers per the supplied optional pricing should it be desired.</p> <p><b>FDOT Comments 12/08/2022</b> - Per the specifications, a MorRyde, or approved equal system must be included at a minimum.</p> <p><b>Contractor Response</b> - We cannot locate the section of the specification that requires MorRyde or approved equal to be installed on the base bus. The only mention of MorRyde in the specification is on the optional equipment page (option 3.2.1 MorRyde RSX rear suspension system). Can a page or section for this requirement be provided?</p>

Item No.	FDOT Point of Clarification
	<p><b>FDOT Comments 01/03/2023</b> - Acknowledged, that the Super Spring component will be considered and approved based on first build. Please note, this component is being conditionally approved and by that we mean, we will approve it now, however, since Super Spring is an unknown product to the State of Florida, we are requesting references from ten (10) clients that are using this system in similar operating conditions as the State of Florida. By similar operating conditions, we mean, highway, in-town, and rural routes. Please note, if an agency has purchased a base product without suspension upgrades and there are issues with the minimum ride requirements, we will reserve the right to change to an alternative add-on suspension as a minimum to the base vehicle.</p> <p><b>Contractor Response</b> - Please see provided list of customers that have been using the superspring product on vehicles in various service combinations including highway, town and rural routes. Additionally, we've included customers using the product in coastal environments.</p> <p><b>FDOT Comments 01/13/2023</b> - Acknowledged- Committee will reach out to references</p>
9	<p><b>For file titled "Standard Seat Fabric Choices", per Item 2.28.0, please provide the manufacturer and the FMVSS-302 documentation.</b></p> <p><b>Contractor Response</b> - The seat fabric is sourced through Freedman Seating. 302 info attached.</p> <p><b>FDOT Comments 12/08/2022</b> - Acknowledged</p>
10	<p><b>For the file titled "Interior Finish Samples", per Item 2.28.0, please provide the FMVSS 302 documentation showing compliance.</b></p> <p><b>Contractor Response</b> - 302 Info attached.</p> <p><b>FDOT Comments 12/08/2022</b> - Acknowledged</p>
11	<p><b>For the file titled "Coolant Drainage Setup", please review the requested specifications. Please confirm that the coolant will not spew into the inside of the bus during a failure.</b></p> <p><b>Contractor Response</b> - No hoses are exposed to the passenger compartment. All hoses travel from the underside of the vehicle to the rear evaporator in a covered cavity or overhead bulkhead. Hoses are supported where necessary and all pass-through's or edges are protected by grommets or trim lock.</p> <p><b>FDOT Comments 12/08/2022</b> - Acknowledged, if awarded, this will be reviewed during first build.</p>
12	<p><b>For the file titled "Sample Fuel and Maintenance Costs", please provide the fuel and life cycle costs on the alternative fuel engines. Does the word "Gas" refer only to a gasoline engine?</b></p> <p><b>Contractor Response</b> - The word Gas only refers to gasoline engine. Unfortunately we do not have access to a similar report featuring alternative fuel vehicles.</p> <p><b>FDOT Comments 12/08/2022</b> - Acknowledged</p>
13	<p><b>For the file titled "Drive Shaft Guard Drawing", the pictorial reference shows the guard on the rear. This will need to be installed with one guard per drive shaft section. Please confirm this will be in the final design.</b></p> <p><b>Contractor Response</b> - The picture provide was a poor angle and didn't show the 3rd guard present. We confirm there will always be a guard on each drive shaft section.</p> <p><b>FDOT Comments 12/08/2022</b> - Acknowledged</p>
14	<p><b>For file titled "Altoona C_E (Print Version), please provide confirmation whether there were any failures and what was the resolution for correcting those failures.</b></p> <p><b>Contractor Response</b> - There were 7 class three failures during the test period all associated with unmodified Ford chassis componentry, not with the provided vehicle bus body. See attached</p> <p><b>FDOT Comments 12/08/2022</b> - Was the Super Spring installed on the Altoona tested bus that experienced the rear suspension failures?</p>

Item No.	FDOT Point of Clarification
	<p><b>Contractor Response</b> - No, it was not installed on the vehicle that underwent the Altoona Test.</p> <p><b>FDOT Comments 01/03/2023</b> - Acknowledged, please note that your documents did not show Ford QVM compliance with the add on components. Can you provide documetation that it is a QVM approved product and that the Ford OEM warranty will not be affected by this add-on product?</p> <p><b>Contractor Response</b> - Ford QVM does not approve or disprove particular products. They provide best practices and guidelines. Coach &amp; Equipment MFG corp has been a QVM body builder since the outset of the program and closely follows the best practices laid out by QVM. Additionally C&amp;E has conducted a FMVSS 105 Brake test with supersprings to validate braking performance. There is the potential for Ford warranty to be affected by any strictly NON-OEM suspension product including Mor-Ryde, Air suspension, or superspring. That being said, we have installed superspring on 1000's of vehicles over a 10 year period in various duty cycles with very limited problems. We have been using this suspension component in much harsher environments than Florida, validated by our buses performance and the Super Spring's ability to withstand the extreme environmental implications of public transportation in Boston MA.</p> <p><b>FDOT Comments 01/13/2023</b> - Acknowledged- Matthews agreed to provide the 3 year unlimited warranty on 2<sup>nd</sup> stage components. The super spring falls under this warranty, therefore any issue/failure caused by or in conjunction with the add on suspension would be covered by Mathews Bus/C&amp;E.</p>
15	<p><b>Please clarify that you offer fully encapsulated Docket 90 seat cushions as an option.</b></p> <p><b>Contractor Response</b> - Fully Encapsulated seats are available as an options</p> <p><b>FDOT Comments 12/08/2022</b> - Acknowledged</p>
16	<p><b>We were provided with a statement from Coach &amp; Equipment of the following: "The Coach &amp; Equipment floor features 3/4" Exterior grade plywood with sealed edges (3/4" Marine grade or composite flooring available as options) combinde with an alumiumum or steel belly pan to add strength and provide additional protection. The standard FDOT vehicle then features 2.7 mm Altro meta interior flooring material". Please note that this is not acceptable and flooring will meet the minimum requirement of 2.13.1 - Flooring shall be engineered wood with moisture barrier and sealed edges or composite material with a minimum of 5/8 inch thickness. Proposal shall include description and manufacturer of flooring provided, please confirm acknowledgement of meeting the minimum mrequiremend of the Request for Proposals package.</b></p> <p><b>Contractor Response</b> - We hereby confirm that the subfloor meets/exceeds the specification provided and the flooring provided will be in compliance with section 2.13.1 of the flooring specification. The 3/4" plywood (engineered wood) with sealed edges and a steel or aluminum belly pan (moisture barrier) meets/exceeds the specification requirement.</p> <p><b>FDOT Comments 12/08/2022</b> - Acknowledged</p>



**Exhibit 2 - Florida Administrative Code, Chapter 14-90**

(on following pages)

**CHAPTER 14-90**  
**EQUIPMENT AND OPERATIONAL SAFETY STANDARDS FOR BUS TRANSIT SYSTEMS**

14-90.001	Scope (Repealed)
14-90.002	Definitions
14-90.003	Department Responsibilities and Authority (Repealed)
14-90.004	Bus Transit System Operational Standards
14-90.0041	Medical Examinations for Bus Transit System Drivers
14-90.005	Transit Bus Accidents (Repealed)
14-90.006	Operational and Driving Requirements
14-90.007	Vehicle Equipment Standards and Procurement Criteria
14-90.008	Standards for Accessible Buses (Repealed)
14-90.009	Bus Safety Inspections
14-90.010	Certification
14-90.011	Inspection of Buses By Law Enforcement Officers (Repealed)
14-90.012	Safety and Security Inspections and Reviews

**14-90.001 Scope.**

*Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 344.044(12), (21), 341.041(3), 341.061(2) FS. History--New 9-7-87, Amended 11-10-92, 8-2-94, Repealed 8-7-05.*

**14-90.002 Definitions.**

Terms used in this rule chapter shall mean as defined in Section 341.031, F.S., in addition:

(1) “Bus” means any motor vehicle, other than a taxicab, which is designed or constructed for the public transport of persons for compensation and is owned, operated, leased, or controlled by a bus transit system. Buses are designated in two categories:

(a) Type I means over 22 feet in length, including bumpers.

(b) Type II means 22 feet or less in length, including bumpers and paratransit type vehicles, such as minibuses, standard vans, modified vans, station wagons, and sedans.

(2) “Bus Transit System” means a community transportation coordinator; a public transit provider; or a private contract transit provider which owns, operates, leases, or controls buses or taxicabs where such transportation consists of continuous or recurring transportation under the same contract; or a privately owned or operated transit provider that receives operational or capital funding from the Department and owns, operates, leases, or controls buses, other than nonpublic sector buses that provides transportation services available for use by the general riding public.

(3) “Community Transportation Coordinator” means a provider of transportation services or an entity that ensures such services are provided by another bus transit system.

(4) “Department” means the Florida Department of Transportation.

(5) “Drive” or “Operate” means all time spent at the controls of a bus in operation.

(6) “Driver” means any person trained and designated to drive a bus on a street or highway being used for the public transport of persons for compensation.

(7) “FMVSS” means the Federal Motor Vehicle Safety Standards in effect at the time the bus or component is manufactured.

(8) “For Compensation” means for money, property, or anything else of value whether paid, received, or realized, directly or indirectly.

(9) “Manufacturer” means the original producer of the chassis, the producer of any type of bus, or the producer of equipment installed on any bus for the purpose of transporting individuals with disabilities.

(10) “Off-Duty” means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

(11) “On Duty” means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. “On Duty” includes all time spent by the driver as follows:

(a) Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.

(b) Inspecting, servicing, or conditioning any vehicle.

(c) Driving.

(d) Remaining in readiness to operate a vehicle (stand-by).

(e) Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.

(12) “Passenger” means a person who is on board, boarding, or alighting from a bus for the purposes of public transport.

(13) “Paratransit” means those elements of public transit which provide service between specific origins and destinations selected by the individual user with such service being provided at a time that is agreed upon by the user and the provider of the service. Paratransit service is provided by taxis, limousines, “dial-a-ride” buses, and other demand-responsive operations that are characterized by their nonscheduled, non-fixed route nature.

(14) “Safe Condition” means a condition where hazards are reduced to the lowest level feasible and substantial compliance exists with all safety rules, regulations, and requirements.

(15) “Safety Review” means an on-site assessment to determine if a bus transit system has adequate safety management controls in place and functioning in accordance with the safety standards provided and incorporated by reference in this rule chapter.

(16) “Security” means freedom from harm resulting from intentional acts against passengers, employees, equipment, and facilities.

(17) “Security Program Plan” or “SPP” means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures for the protection and defense of the system and persons from intentional acts of harm.

(18) “Security Review” means an on-site assessment to determine if a bus transit system has security management controls in place and functioning in accordance with the security requirements provided in this rule chapter.

(19) “System Safety Program Plan” or “SSPP” means a document developed and adopted by the bus transit system detailing its policies, objectives, responsibilities, and procedures against injuries or damage.

(20) “Taxicab” means any motor vehicle of nine passenger capacity or less, including the driver, engaged in the general transportation of persons for compensation, not on a regular schedule, between fixed termini, or over regular routes, where such vehicle does not provide transportation services as a result of a contractual agreement with a bus transit system.

(21) “Trailer Bus” means a trailing or towed vehicle designed or used for the transportation of more than 10 persons, e.g., tram buses.

(22) “Twenty-four Hour Period” or “24-Hour Period” means the consecutive time beginning at 12:00.01 a.m. to 12:00.00 a.m.

(23) “Unsafe Condition” means anything which endangers human life or property.

(24) “Personal wireless communications device” means an electronic or electrical device that was not provided by the bus transit system for business purposes.

(25) “Use of a wireless communications device” means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; or to execute a computational function. Use of an electronic or electrical device that enhances the individual’s physical ability to perform, such as a hearing aid, is not included in this definition.

(26) “Wireless communications device” means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers).

*Rulemaking Authority 334.044(2), 341.061(2), 341.041(3), 341.031 FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.*

#### **14-90.003 Department Responsibilities and Authority.**

*Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.*

#### **14-90.004 Bus Transit System Operational Standards.**

(1) Each bus transit system shall develop and adopt an SSPP that complies with or exceeds the established safety standards set

forth in this rule chapter.

- (a) The SSPP shall address the following safety elements and requirements:
  1. Safety policies and responsibilities.
  2. Vehicle and equipment standards and procurement criteria.
  3. Operational standards and procedures.
  4. Bus driver and employee selection.
  5. Driving requirements.
  6. Bus driver and employee training. As part of the driver training program, specific procedures, and training shall be implemented to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.
  7. Vehicle maintenance.
  8. Investigations of events described under subsection 14-90.004(5), F.A.C.
  9. Hazard identification and resolution.
  10. Equipment for transporting wheelchairs.
  11. Safety data acquisition and analysis.
  12. A wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:
    - a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and
    - b. All personal wireless communications devices are turned off with any earpieces removed from the operator's ear while occupying the driver's seat.
  13. A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes. Policies developed shall assure that:
    - a. Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and
    - b. The use of a wireless communications device does not interfere with the operator's safety related duties.
  14. The Bus Transit System shall develop a driver educational training program addressing:
    - a. The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and
    - b. The hazards associated with driving and utilizing a wireless communications device.
  15. Safety standards for private contract bus transit system(s) that provide(s) continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.
    - (b) Each bus transit system shall implement and comply with the SSPP during the operation of the system.
    - (c) Each bus transit system shall require that all operable transit buses be inspected at least once per year in accordance with established standards.
    - (d) Each bus transit system shall submit an annual safety certification to the Department verifying the following:
      1. Adoption of an SSPP, which meets or exceeds the established standards set forth in this rule chapter.
      2. Compliance with its adopted SSPP and that safety inspections have been performed at least once a year on all buses operated by the bus transit system, by persons meeting the requirements set forth in Rule 14-90.009, F.A.C.
    - (e) Bus transit systems shall immediately suspend affected system service operations if, at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety.
  - (2) Each bus transit system shall develop and adopt an SPP that meets or exceeds the security requirements set forth in this rule chapter. The SPP shall be adopted separately from the SSPP.
    - (a) The SPP shall address the following security requirements:
      1. Security policies, goals, and objectives.
      2. Organization, roles, and responsibilities.
      3. Emergency management processes and procedures for mitigation, preparedness, response, and recovery.
      4. Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.
      5. Procedures for the establishment of interfaces with emergency response organizations.
      6. Procedures for interagency coordination with local law enforcement jurisdictions.
      7. Employee security and threat awareness training programs.

8. Security data acquisition and analysis.
9. Emergency preparedness drills and exercises.
10. Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.
11. Procedures for SPP maintenance and distribution.
  - (b) Each bus transit system shall implement and comply with the SPP during the operation of the system.
  - (c) Bus transit systems that engage in a contract with a private contract transit provider shall:
    1. Establish minimum security requirements which apply to private contract transit providers.
    2. Monitor and assure that each private contract transit provider complies with established security requirements during the term of the contract.
  - (d) Bus transit systems are prohibited by Section 119.071(3)(a), F.S., from publicly disclosing the SPP or the security portion of the SSPP, as applicable, under any circumstance.
- (3) Bus transit systems shall establish criteria and procedures for the selection, qualification, and training of all drivers. The criteria shall include the following:
  - (a) Driver qualifications and background checks meeting minimum hiring standards.
  - (b) Driving and criminal background checks for all new drivers.
  - (c) Verification and documentation of valid driver licenses for all employees who drive buses.
  - (d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. As a minimum requirement, drivers shall be given explicit instructional and procedural training and testing in the following areas:
    1. Bus transit system safety and operational policies and procedures.
    2. Operational bus and equipment inspections.
    3. Bus equipment familiarization.
    4. Basic operations and maneuvering.
    5. Boarding and alighting passengers.
    6. Operation of wheelchair lifts and other special equipment.
    7. Defensive driving.
    8. Passenger assistance and securement.
    9. Handling of emergencies and security threats.
    10. Security and threat awareness.
    11. Driving conditions.
  - (e) Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised. At a minimum, these procedures and instructions shall address the following:
    1. Communication and handling of unsafe conditions, security threats, and emergencies.
    2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.
    3. Application and compliance with all applicable federal and state laws, rules, and regulations.
  - (f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.
  - (g) Bus transit systems shall maintain the following records for at least four years:
    1. Records of bus driver background checks and qualifications.
    2. Detailed descriptions of training administered and completed by each bus driver.
    3. A record of each bus driver's duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.
  - (h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.
  - (i) Bus transit systems shall require that drivers write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

(4) Bus transit systems shall establish a maintenance plan and procedures for preventative and routine maintenance for all buses operated. The maintenance plan and procedures shall assure that:

(a) All buses operated, and all parts and accessories on such buses, including those specified in Rule 14-90.007, F.A.C., and any additional parts and accessories which may affect safety of operation, including frame and frame assemblies, suspension systems, axles and attaching parts, wheels and rims, and steering systems, are regularly and systematically inspected, maintained, and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.

(b) A recording and tracking system is established for the types of inspections, maintenance, and lubrication intervals documenting the date or mileage when these services are due. Required maintenance inspections shall be more comprehensive than daily inspections performed by the driver.

(c) Proper preventive maintenance is performed when a bus is assigned away from the system's regular maintenance facility or when maintenance services are performed under contract.

(d) Records are maintained and provide written documentation of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus under their control. Such records shall be maintained by the bus transit system for at least four years and, at a minimum, provide the following information:

1. Identification of the bus, the make, model, and license number, or other means of positive identification and ownership.
2. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.
3. If not owned by the bus transit system, the name of any person furnishing a bus.
4. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.

(5) Each bus transit system shall investigate, or cause to be investigated, any event involving a bus or taking place on bus transit system controlled property resulting in a fatality, injury, or property damage as follows:

(a) A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.

(b) Injuries requiring immediate medical attention away from the scene for two or more individuals.

(c) Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. The bus transit system shall have the discretion to investigate events resulting in property damage less than \$1,000.

(d) Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.

(6) Each investigation shall be documented in a final report that includes a description of investigation activities, identified causal factors, and any identified corrective action plan.

(a) Each corrective action plan shall identify the action to be taken by the bus transit system and the schedule for its implementation.

(b) The bus transit system shall monitor and track the implementation of each corrective action plan.

(7) Investigation reports, corrective action plans, and related supporting documentation shall be maintained by the bus transit system for a minimum of four years from the date of completion of the investigation.

*Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 119.071, 341.041(3), 341.061(1)(b), 341.061(2)(a) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 6-24-08, 9-16-10.*

#### **14-90.0041 Medical Examinations for Bus Transit System Drivers.**

(1) Bus transit systems shall establish medical examination requirements for all applicants to driver positions and for existing drivers. The medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, and a return to duty examination for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition, or injury.

(2) Medical examinations shall be performed and recorded according to qualification standards adopted by the bus transit system, provided the medical examination qualification standards adopted by the bus transit system meet or exceed those provided in Department Form Number 725-030-11, Medical Examination Report for Bus Transit System Driver, Rev. 05/09, hereby incorporated by reference. Copies of Form Number 725-030-11 are available from the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 or on-line at [www.dot.state.fl.us/transit](http://www.dot.state.fl.us/transit).

(3) Medical examinations shall be performed by a Doctor of Medicine or Osteopathy, Physician Assistant, or Advanced Registered Nurse Practitioner licensed or certified by the State of Florida. If medical examinations are performed by a Physician

Assistant or Advanced Registered Nurse Practitioner, they must be performed under the supervision or review of a Doctor of Medicine or Osteopathy.

(a) An ophthalmologist or optometrist licensed by the State of Florida may perform as much of the medical examination as pertains to visual acuity, field of vision, and color recognition.

(b) Upon completion of the medical examination, the medical examiner shall complete, sign, and date the medical examination form and maintain the original at his or her office.

(c) Upon completion of the medical examination, the examiner shall complete, sign, and date the medical examination certificate and provide a copy to the driver's employer. If the transit agency decides to adopt qualification standards other than those listed in Department form 725-030-11, the adopted standard's medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination shall be given to the transit agency in lieu of the Department's medical examination certificate. The adopted standards medical certification or letter must provide all of the information required on the Department's medical examination certificate.

(d) Upon completion of the medical examination the driver shall provide their driver license number, signature, and date on the medical examination certificate.

(4) Bus transit systems shall have on file a completed and signed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination for each bus driver, dated within the past 24 months.

(a) Medical examination certificates or a signed letter from the medical examiner attesting to the completion of a medical examination of the employee bus drivers shall be maintained by the bus transit system for a minimum of four years from the date of the examination.

(b) Bus Transit Systems shall not allow a driver to operate a transit bus without having on file a completed medical examination certificate or a signed letter from the medical examiner attesting to the completion of a medical examination dated within the past 24 months.

*Rulemaking Authority 334.044(2), 341.061(2) FS. Law Implemented 334.044(12), 341.041(3), 341.061(1)(a), (b), (2) FS. History—New 11-10-92, Amended 8-7-05, 6-24-08, 9-16-10.*

#### **14-90.005 Transit Bus Accidents.**

*Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.*

#### **14-90.006 Operational and Driving Requirements.**

(1) Bus transit systems shall not permit a driver to drive a bus when such driver's license has been suspended, cancelled, or revoked. Bus transit systems shall require a driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked to notify his or her employer of the contents of the notice immediately, no later than the end of the business day following the day he or she received the notice.

(2) Buses shall be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.

(3) A driver shall not be permitted or required to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver shall not be permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver's work period shall begin from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

(4) To ensure uniform interpretation of subsections 14-90.002(10), (11), (22) and 14-90.006(3), F.A.C., the following practical applications are provided:

(a) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 3 p.m., then required to drive from 3 p.m. – 11 p.m. Driving hours and on-duty hours are the same. 4 hours + 8 hours = 12 hours driving. This driver has met the maximum allowed driving hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(b) A driver is required to drive from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then required to be on-duty, not driving, from 11 a.m. – 11 p.m. Driving hours = 4 hours and on-duty not driving hours = 12 hours for a total of 16 hours on-duty. This driver

has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(c) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., off-duty from 8 a.m. – 11 a.m., then on-duty, not driving from 11 a.m. – 11 p.m. On-duty not driving hours = 4 hours + 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. The driver cannot be permitted or allowed to drive before 7 a.m.

(d) A driver is required to be on-duty, not driving, from 4 a.m. – 8 a.m., then off-duty from 8 a.m. – 11 a.m., then on-duty, driving from 11 a.m. – 11 p.m. On-duty, not driving hours = 4 hours and on-duty driving hours = 12 hours for a total of 16 hours on-duty. This driver has met the maximum allowed driving and on-duty hours within a 24-hour period and cannot be permitted or required to drive until a minimum eight consecutive hours off-duty has been fulfilled. This driver cannot be permitted or allowed to drive before 7 a.m.

(5) A driver shall not be permitted or required to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days shall be required to have a minimum of 24 consecutive hours off duty prior to returning to on duty status.

(6) A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident occur.

(7) Bus transit systems shall not permit or require any driver to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.

(8) Bus transit systems shall require pre-operational or daily inspection and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.

(a) An inspection or test shall be made of the following parts and devices to ascertain that they are in safe condition and in good working order:

1. Service brakes.
2. Parking brakes.
3. Tires and wheels.
4. Steering.
5. Horn.
6. Lighting devices.
7. Windshield wipers.
8. Rear vision mirrors.
9. Passenger doors.
10. Exhaust system.
11. Equipment for transporting wheelchairs.
12. Safety, security, and emergency equipment.

(b) Bus transit systems shall review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by daily inspections.

(c) Bus transit systems shall retain records of daily bus inspections and any corrective action documentation a minimum of two weeks.

(9) A bus with any passenger door in the open position shall not be operated with passengers aboard. The doors shall not be opened until the bus is stopped. A bus with any inoperable passenger door shall not be operated with passengers aboard, except to move a bus to a safe location.

(10) During darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely.

(11) Passengers shall not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

(12) Passengers shall not be permitted to stand on buses not designed and constructed for that purpose.

(13) Buses shall not be refueled in a closed building. The fueling of buses when passengers are being carried shall be reduced to the minimum number of times necessary during such transportation.



(14) Bus transit systems shall require the driver to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.

(15) Buses shall not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device shall be properly set at any time the bus is left unattended.

(16) Buses shall not be left unattended in an unsafe condition with passengers aboard at any time.

*Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History—New 9-7-87, Amended 5-31-89, 11-10-92, 8-7-05, 6-24-08, 9-16-10.*

#### **14-90.007 Vehicle Equipment Standards and Procurement Criteria.**

(1) Every bus transit system shall ensure that buses procured and operated meet the following minimum standards:

(a) The capability and strength to carry the maximum allowed load and not exceed the manufacturer's gross vehicle weight rating (GVWR), gross axle weighting, or tire rating.

(b) Structural integrity that mitigates or minimizes the adverse effects of collisions.

(c) Federal Motor Vehicle Safety Standards (FMVSS), 49 C.F.R. Part 571, Sections 102, 103, 104, 105, 108, 207, 209, 210, 217, 302, 403 and 404, Rev. 10/09, hereby incorporated by reference.

(2) Proof of strength and structural integrity tests on new buses procured shall be submitted by manufacturers or bus transit systems to the Department.

(3) In addition to the above, every bus operated in this state shall be equipped as follows:

(a) Mirrors. There shall be two exterior rear vision mirrors, one at each side. The mirrors shall be firmly attached to the outside of the bus and located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle. Each exterior rear vision mirror, on Type I buses, shall have a minimum reflective surface of 50 square inches. Neither the mirror nor the mounting shall protrude farther than the widest part of the vehicle body except to the extent necessary to produce a field of view meeting or exceeding the requirements of this section. All Type I buses shall, in addition to the above requirements, be equipped with an inside rear vision mirror capable of giving the driver a clear view of seated and standing passengers. Buses having a passenger exit door that is located inconveniently for the driver's visual control shall be equipped with additional interior mirrors to enable the driver to view the passenger exit door. In lieu of interior mirrors, trailer buses and articulated buses may be equipped with closed circuit video systems or adult monitors in voice control with the driver.

(b) Wiring and Batteries. Electrical wiring shall be maintained so as not to come in contact with moving parts, heated surfaces, or be subject to chafing or abrasion which may cause insulation to become worn. Every Type I bus manufactured on or after February 7, 1988, shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be practicably located in an accessible location adjacent to or near to the battery and be legibly and permanently marked for identification. Every storage battery on a public-sector bus shall be mounted with proper retainment devices in a compartment which provides adequate ventilation and drainage.

(c) Brake Interlock Systems. All Type I buses having a rear exit door shall be equipped with a rear exit door/brake interlock that automatically applies the brake upon driver activation of the rear exit door to the open position. Brake interlock application shall remain activated until deactivated by the driver and the rear exit door returns to the closed position. The rear exit door brake interlock on such buses shall be equipped with an identified override switch enabling emergency release of the brake interlock function. The override switch shall not be located within reach of the seated driver. Air pressure application to the brake during brake interlock operation, on buses equipped with rear exit door/brake interlock, shall be regulated at the equipment's original manufacturer's specifications.

(4) Standee Line and Warning. Every bus designed and constructed to allow standees shall be plainly marked with a line of contrasting color at least two inches wide, or be equipped with some other means to indicate that all passengers are prohibited from occupying a space forward of a perpendicular plane drawn through the rear of the driver's seat and perpendicular to the longitudinal axis of the bus. A sign shall be posted at or near the front of the bus stating that it is a violation for a bus to be operated with passengers occupying an area forward of the line.

(5) Handrails and Stanchions. Every bus designed and constructed to allow standees shall be equipped with overhead handrails for standee passengers. Overhead handrails shall be continuous, except for a gap at the rear exit door, and terminate into vertical stanchions or turn up into a ceiling fastener. Every Type I and Type II bus designed for carrying more than 16 passengers shall be equipped with handrails, stanchions, or bars at least 10 inches long and installed to permit safe on-board circulation, seating and

standing assistance, and boarding and alighting by elderly and handicapped persons. Type I buses shall be equipped with a safety bar and panel directly behind each entry and exit stepwell.

(6) Flooring, Steps, and Thresholds. Flooring, steps, and thresholds on all buses shall have slip resistant surfaces without protruding or sharp edges, lips, or overhangs, in order to prevent tripping hazards. All step edges and thresholds shall have a band of color(s) running the full width of the step or edge which contrasts with the step tread and riser, either light-on-dark or dark-on-light.

(7) Doors. Power activated doors on all buses shall be equipped with a manual device designed to release door closing pressure.

(8) Emergency Exits. All buses shall have an emergency exit door, or in lieu thereof, shall be provided with emergency escape push-out windows. Each emergency escape window shall be in the form of a parallelogram with dimensions of not less than 18" by 24", and each shall contain an area of not less than 432 square inches. There shall be a sufficient number of push-out or kick-out windows in each vehicle to provide a total escape area equivalent to 67 square inches per seat, including the driver's seat. No less than 40% of the total escape area shall be on one side of the vehicle. Emergency escape kick-out or push-out windows and emergency exit doors shall be conspicuously marked with a sign or light and shall always be kept in good working order so that they may be readily opened in an emergency. All such windows and doors shall not be obstructed, either inside or outside, so as to hinder escape. Buses equipped with an auxiliary door for emergency exit shall be equipped with an audible alarm and light indicating to the driver when a door is ajar or opened while the engine is running. Supplemental security locks operable by a key are prohibited on emergency exit doors unless these security locks are equipped and connected with an ignition interlock system or an audio visual alarm located in the driver's compartment. Any supplemental security lock system used on emergency exits shall be kept unlocked whenever a bus is in operation.

(9) Tires and Wheels. Tires shall be properly inflated in accordance with manufacturer's recommendations.

(a) No bus shall be operated with a tread groove pattern depth:

1. Less than 4/32 (1/8) of an inch, measured at any point on a major tread groove for tires on the steering axle of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

2. Less than 2/32 (1/16) of an inch, measured at any point on a major tread groove for all other tires of all buses. The measurements shall not be made where tie bars, humps, or fillets are located.

(b) No bus shall be operated with recapped, regrooved, or retreaded tires on the steering axle.

(c) Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs.

(10) Suspension. The suspension system of all buses, including springs, air bags, and all other suspension parts shall be free from cracks, leaks, or any other defect which may cause its impairment or failure to function properly.

(11) Steering and Front Axle. The steering system of all buses shall have no indication of leaks which would or may cause its impairment to function properly, and shall be free from cracks and excessive wear of components that may cause excessive free play or loose motion in the steering system or above normal effort in steering control.

(12) Seat Belts. Every bus shall be equipped with an adjustable driver's restraining belt in compliance with the requirements of FMVSS 209, "Seat Belt Assemblies" 49 C.F.R. 571.209, Rev. 10/09, and FMVSS 210, "Seat Belt Assembly Anchorages" 49 C.F.R. 571.210, Rev. 10/09, hereby incorporated by reference.

(13) Safety Equipment. Every bus shall be equipped with one fully charged dry chemical or carbon dioxide fire extinguisher, having at least a 1A:BC rating, and bearing the label of Underwriter's Laboratory, Inc. The fire extinguishers shall be maintained as follows:

(a) Each fire extinguisher shall be securely mounted on the bus in a conspicuous place or in a clearly marked compartment and be readily accessible.

(b) Each fire extinguisher shall be maintained in efficient operating condition and be equipped with some means of determining if it is fully charged.

(c) Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, F.S.

(14) Persons with Disabilities. Buses used for the purpose of transporting individuals with disabilities shall meet the requirements set forth in 49 C.F.R. Part 38, Rev. 10/09 hereby incorporated by reference, as well as the following:

(a) Installation of a wheelchair lift or ramp shall not cause the manufacturer's GVWR, gross axle weight rating, or tire rating to be exceeded.

(b) Except in locations within 3 1/2 inches of the bus floor, all readily accessible exposed edges or other hazardous protrusions of parts of wheelchair lift assemblies or ramps that are located in the passenger compartment shall be padded with energy absorbing material to mitigate injury in normal use and in case of a collision. This requirement shall also apply to parts of the bus associated

with the operation of the lift or ramp.

(c) The controls for operating the lift shall be at a location where the bus driver or lift attendant has a full view, unobstructed by passengers, of the lift platform, its entrance and exit, and the wheelchair passenger, either directly or with partial assistance of mirrors. Lifts located entirely to the rear of the driver's seat shall not be operable from the driver's seat, but shall have an override control at the driver's position that can be activated to prevent the lift from being operated by the other controls (except for emergency manual operation upon power failure).

(d) The installation of the wheelchair lift or ramp and its controls and the method of attachment in the bus body or chassis shall not diminish the structural integrity of the bus nor cause a hazardous imbalance of the bus. No part of the assembly, when installed and stowed, shall extend laterally beyond the normal side contour of the bus, nor vertically beyond the lowest part of the rim of the wheel closest to the lift.

(e) Each wheelchair lift or ramp assembly shall be legibly and permanently marked by the manufacturer or installer with the following information:

1. The manufacturer's name and address.
2. The month and year of manufacture.
3. A certificate that the wheelchair lift or ramp securement devices, and their installation, conform to State of Florida requirements applicable to accessible buses.

(15) Wheelchairs. Wheelchair lifts, ramps, securement devices, and restraints shall be inspected and maintained as required by this rule chapter. Instructions for normal and emergency operation of the lift or ramp shall be carried or displayed in every bus.

*Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2)(a) FS. History—New 9-7-87, Amended 11-10-92, 8-2-94, 8-7-05, 6-24-08, 9-16-10.*

#### **14-90.008 Standards for Accessible Buses.**

*Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, Repealed 8-7-05.*

#### **14-90.009 Bus Safety Inspections.**

(1) Each bus transit system shall require that all buses operated by such bus transit system, and all buses operated by a private contract transit provider, be inspected at least annually in accordance with bus inspection procedures set forth in this rule.

(2) It shall be the bus transit system's responsibility to ensure that each individual performing a bus safety inspection is qualified as follows:

- (a) Understands the requirements set forth in this rule chapter and can identify defective components.
- (b) Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.
- (c) Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program, and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

(3) Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment, as referenced or specified herein. Specific operable equipment and devices as required by this rule chapter, include the following as applicable to Type I and II buses:

- (a) Horn.
- (b) Windshield wipers.
- (c) Mirrors.
- (d) Wiring and batteries.
- (e) Service and parking brakes.
- (f) Warning devices.
- (g) Directional signals.
- (h) Hazard warning signals.
- (i) Lighting systems and signaling devices.
- (j) Handrails and stanchions.
- (k) Standee line and warning.
- (l) Doors and brake interlock devices.

- (m) Stepwells and flooring.
- (n) Emergency exits
- (o) Tires and wheels.
- (p) Suspension system.
- (q) Steering system.
- (r) Exhaust system.
- (s) Seat belts.
- (t) Safety equipment.
- (u) Equipment for transporting wheelchairs.
- (v) Working speedometer.
- (4) A safety inspection report shall be prepared by the individual(s) performing the inspection and shall include the following:
  - (a) Identification of the individual(s) performing the inspection.
  - (b) Identification of the bus transit system operating the bus.
  - (c) The date of the inspection.
  - (d) Identification of the bus inspected.
  - (e) Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.
  - (f) Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).
- (5) Records of annual safety inspections and documentation of any required corrective actions shall be retained a minimum of four years by the bus transit system for compliance review.

*Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 341.061(2) FS. History—New 9-7-87, Amended 11-10-92, 8-7-05, 9-16-10.*

#### **14-90.010 Certification.**

- (1) Each bus transit system shall annually submit a safety and security certification to the Department. The certification shall be submitted no later than February 15, for the prior calendar year period. The certification shall attest to the following:
  - (a) The adoption of an SSPP and an SPP in accordance with established standards set forth in this rule chapter.
  - (b) Compliance with its adopted SSPP and SPP.
  - (c) Performance of safety inspections on all buses operated by the system in accordance with this rule chapter.
  - (d) Reviews of the SSPP and SPP have been conducted to ensure they are up to date.
- (2) The certification shall include:
  - (a) The name and address of the bus transit system, and the name and address of the entity(ies) who performed bus safety inspections and security assessments during the prior calendar year, if different from that of the bus transit system.
  - (b) A statement signed by an officer or person directly responsible for management of the bus transit system attesting to compliance with this rule chapter.

*Rulemaking Authority 334.044(2), 341.041(3), 341.061(2) FS. Law Implemented 334.044(28), 341.061(1), 341.061(2) FS. History—New 9-7-87, Amended 8-7-05, 9-16-10.*

#### **14-90.011 Inspection of Buses by Law Enforcement Officers.**

*Rulemaking Authority 334.044(2), 341.061(2)(a) FS. Law Implemented 341.041(3), 341.061(2), 316.610 FS. History—New 9-7-87, Repealed 8-7-05.*

#### **14-90.012 Safety and Security Inspections and Reviews.**

- (1) The Department, or its contractor, shall conduct inspections of bus transit systems to ascertain compliance with the provisions of this rule chapter.
- (2) The Department, or its contractor, shall conduct safety and security reviews of any bus transit system the Department believes to be in noncompliance with its SSPP or SPP, or providing passenger service operations in an unsafe manner, or if there is

evidence of an immediate danger to public safety. The Department shall prepare and submit a report of the review to the affected bus transit system. The report shall be submitted to the bus transit system within three business days of completion of the review and shall contain the following:

- (a) Identification of the findings, including a detailed description of any deficiency.
- (b) Required corrective action and a schedule for implementation of the corrective action to be taken for each deficiency.
- (c) Any required suspension of bus transit system service, should the Department determine the continued operation of the service, or a portion thereof, poses an immediate danger to public safety.

(3) The Department shall initiate the following actions to suspend the affected bus transit system service if any deficiency or unsafe condition exists, to the extent that the continued operation of the system, or a portion thereof, poses an immediate danger or threat to public safety.

(a) Immediately notify the affected bus transit system of the unsafe condition, followed by a certified letter describing the deficiency or unsafe condition. The notification shall include the following:

- 1. The required corrective action for the deficiency or unsafe condition.
- 2. The requirement for the bus transit system to certify, in writing to the Department, the completion of the required corrective action in accordance with an established implementation schedule.

(b) Conduct an on-site review of the bus transit system to verify the correction of the deficiency in accordance with this rule and the established implementation schedule.

(c) Suspend affected passenger service operations if the bus transit system fails to correct the deficiency in accordance with this rule and the established implementation schedule.

*Rulemaking Authority 334.044(2), 341.041(3), 341.061(2)(a) FS. Law Implemented 334.044(28), 341.041(3), 341.061(1)(d), 341.061(2)(c) FS. History—New 11-10-92, Amended 8-7-05, 9-16-10.*

**Exhibit 3 - Required Clauses for FTA-Assisted Contracts**

(on following pages)

## REQUIRED CLAUSES FOR FTA-ASSISTED CONTRACTS

### Rolling Stock Purchase

#### 1. No Federal Government Obligation to Third Parties.

FDOT - FTA Master Agreement FY2020 at Section 3(I)

Applicability - all contracts

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

Flow Down Requirements - This requirement flows down to all subcontracts at every tier

#### 2. Program Fraud and False or Fraudulent Statements and Related Acts.

FDOT - 49 U.S.C. § 5323(I) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001 and 49 C.F.R. part 31, FTA Master Agreement at Section 39(b)(2).

Applicability - all contracts

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 contract, 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 contract or the FTA assisted project for which this contract 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.

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 FDOT of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

*Additional Notice to U.S. DOT Inspector General.* The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Project is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on any project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs regardless of whether the project is related to this Contract or another agreement with FTA, and also applies to subcontractors at any tier. "Knowledge," as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change.

The Contractor agrees to include the above 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.

Flow Down Requirements - The Program Fraud clause extends to all contractors and their subcontracts at every tier who make, present, or submit covered claims and statements

### **3. Access to Records and Reports.**

FDOT - 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333 and 49 C.F.R. part 633, 49 CFR part 625, 49 CFR part 630, FTA Master Agreement FY2020 at Sections 8(c)(1) and 20



Applicability – All contracts

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor is notified that the FDOT may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.

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.

e. Contractor agrees to comply with FTA regulations, “Transit Asset Management; National Transit Database,” 49 C.F.R. parts 625 and 630, as applicable, and follow applicable federal guidance.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier

**4. Federal Changes.**

FDOT – FTA Master Agreement (25) at Section 9(c)(1)

Applicability – All contracts

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly

or by reference in the Master Agreement between the purchaser and FTA, Super Circular 2 CFR Part 200 and FTA Circular 4220.1F as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier

## 5. Civil Rights (Title VI, EEO, ADA).

FDOT – Appendix II to Part 200, FTA Master Agreement FY2020 at Section 12(b)-(d), FTA Best Procurement Practices Manual

Applicability - All contracts

The FDOT is an Equal Opportunity Employer. As such, the FDOT agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the FDOT agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or

sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

**4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**5. Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the FDOT shall impose such contract sanctions as it, the FTA, FDOT or the U.S. DOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Contract until the Contractor complies and/or cancellation, termination or suspension of the Contract, in whole or in part.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier. In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.

**6. Incorporation of Federal Transit Administration (FTA) Terms.**

FDOT – FTA Master Agreement (25) at Section 3(i)(5)

Applicability - All contracts

All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F and the Super Circular 2 CFR Part 200, 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 State requests, which would cause the State to be in violation of the FTA terms and conditions.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier

**7. Energy Conservation.**

FDOT - 42 U.S.C. 6321 et seq. and 49 C.F.R. part 622, subpart C

Applicability - All contracts

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier

**8. Termination Provisions.**

FDOT - 2 C.F.R. § 200.339 and 2 C.F.R. part 200, Appendix II (B), FTA Master Agreement at Section 16(d)(2)

Applicability – All contracts

For all contracts in excess of \$10,000, termination provisions are referenced in Section IV. **Term of Contract and Termination** of the Contract under Section IV of this solicitation package. These termination provisions address termination for cause and for convenience by the non-

federal entity and includes the manner by which it will be effected and the basis for settlement.

Flow Down Requirements – None

**9. Government-Wide Debarment and Suspension.**

FDOT - 2 C.F.R. part 180, 2 C.F.R. § 180.300, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549 and Executive Order 12689, FTA Master Agreement FY2020 at Section 4(h), FTA Best Procurement Practices Manual

Applicability - All contracts over \$25,000

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the FDOT. If it is later determined by the FDOT that the bidder or Bidder knowingly rendered an erroneous certification, in addition to remedies available to the FDOT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or Bidder agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2

C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Flow Down Requirements - Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

#### **10. Buy America Requirements.**

FDOT - 49 U.S.C. 5323(j) and 49 C.F.R. part 661 (49 C.F.R. § 661.13(b) and 49 C.F.R. § 661.6), FTA Master Agreement FY2020 at Sections 3(h) and 16(d)(1), FTA Best Procurement Practices Manual

Applicability – Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than \$150,000. Work orders and small purchases of less than one hundred fifty thousand dollars (\$150,000.00) made with capital, operating, or planning funds are waived from Buy America requirements.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all 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 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to FDOT the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

The FDOT presumes that any Contractor who submitted such certificate is complying with the Buy America provisions. A false certification is a criminal act in violation of 18 U.S.C. § 1001. A Contractor who certifies that it will comply with the applicable Buy America requirement is bound by its original certification (in the case of a sealed bidding procurement) or the certification it submitted with its final offer (in the case of a negotiated procurement) and is not permitted to change its certification after bid opening or submission of its final offer. Where a Contractor certifies that it will comply with Buy America requirements, the Contractor is not eligible for a waiver of those requirements. The FDOT reserves the right to

request additional information, and/or to conduct both pre-award and post-award audits to ensure that the Contractor is in compliance with Buy America requirements.

Flow Down Requirements - The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

## **11. Provisions for resolution of disputes, breaches, or other litigation.**

FDOT – FTA Master Agreement FY2020 at Section 39(b)(1)-(2).

Applicability – All contracts

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FDOT. The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Flow Down Requirements - The Contractor must include a similar notification requirement in its subcontracts at every tier for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

## **12. Lobbying Restrictions.**

FDOT - 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (I) and 49 C.F.R. part 20, appendix A, FTA Master Agreement FY2020 at Section 4(c)

Applicability - All contracts over \$100,000

A. 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 bid for an award of \$100,000 or

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

B. The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5). 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 clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Flow Down Requirements - The lobbying requirements mandate the maximum flow down pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5).

### 13. Clean Air

FDOT - 42 U.S.C. 7401–7671q and FTA Master Agreement FY2020 at Section 16(d)(7)

Applicability - All contracts over \$150,000

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Flow Down Requirements - The Clean Air Act requirements flow down to all subcontracts over \$150,000 at every tier.



**14. Clean Water.**

FDOT - 33 U.S.C. 1251–1388, the Federal Water Pollution Control Act 33 U.S.C. 1251-1387, as amended, FTA Master Agreement FY2020 at Section 16(d)(7)

Applicability - All contracts over \$150,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Flow Down Requirements - The Clean Water requirements flow down to all subcontracts over \$150,000 at every tier.

**15. Cargo Preference - Use of United States-Flag Vessels.**

FDOT - 46 U.S.C. § 55305 and 46 C.F.R. part 381.7, FTA Master Agreement FY2020 at Section 15(b), FTA C 4220.1F at Appendix D

Applicability - Contracts involving equipment, materials or commodities which may be transported by ocean vessels

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

Flow Down Requirements - The Cargo Preference requirements flow down to all subcontracts involved with the transport of equipment, material, or commodities by ocean vessel.

**16. Fly America.**

FDOT - 49 U.S.C. § 40118, 41 C.F.R. part 301-10 and 48 C.F.R. part 47.4, FTA Master Agreement FY2020 at Section 15(c), FTA C 4220.1F at Appendix D

Applicability - All contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S.

a) Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

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(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Flow Down Requirements - The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**17. Contract Work Hours and Safety Standards Act**

FDOT – Appendix II to Part 200, 40 U.S.C. §§ 3701-3708 and 29 C.F.R. part 1926, FTA Master Agreement FY2020 at Section 16(d)(5), FTA C 4220.1F at Appendix D

Applicability - Contracts over \$100,000 that involve the employment of mechanics or laborers

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the

United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 this clause 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 this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

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 agreement.

### **Contract Work Hours and Safety Standards for Awards Not Involving Construction**

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily

and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**18. Disadvantaged Business Enterprises (DBEs).**

FDOT - 49 C.F.R. part 26, 49 C.F.R. § 26.13(b), FTA Master Agreement FY2020 at Section 12(e)(4)(ii), FTA C 4220.1F at Appendix D

Applicability - All contracts

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs and with section 1101(b) of SAFETEA LU, 23 U.S.C. § 101. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this FTA-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as FDOT deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. The successful Bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Flow Down Requirements - The DBE contracting requirements flow down to all third-party contractors and their contracts at every tier. Note that it is the FDOT's and prime contractor's responsibility to ensure the DBE requirements are applied across the board to all subrecipients/contractors/subcontractors. Should a subcontractor fail to comply with the DBE regulations, FTA would look to the FDOT to make sure it intervenes to monitor compliance. The onus for compliance is on the FDOT.

**19. ADA Access.**

FDOT – 49 U.S.C. § 5301, 29U.S.C. § 794, 42 U.S.C. § 12101, FTA Master Agreement FY 2020 at Section 12(h), FTA C 4220.1F at Appendix D-3.

Applicability – All contracts

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto: (1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37; (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35; (5) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36; (6) U.S. GSA regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19; (7) 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; (8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and (9) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and (10) Any implementing requirements FTA may issue.

Flow Down Requirements - This section applies to subcontractors at all tiers.

**20. Veterans Preference.**

FDOT – 49 USC § 5325(k), FTA Master Agreement FY 2020 at Section 16(u)

Applicability – All contracts

To the extent practicable, the Contractor agrees to give a hiring preference to veterans (as defined in 5 USC § 2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; provided, however, the Contractor may not give a hiring preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee.

Flow Down Requirements – None

**21. Motor Carrier Safety**

FDOT - FTA Master Agreement, FY2020 Section 33

Applicability - All contracts

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

(1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;

(2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;

(3) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and

(4) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Controlled Substances and Alcohol Use and Testing,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier

## **22. Safe Operation of Motor Vehicles.**

FDOT - FTA Master Agreement, FY2020 Section 34(a)(2) and (b)(iii)

Applicability - All contracts

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or FDOT. Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier

## **23. Protection of Sensitive and Personally Identifiable Information**

FDOT - FTA Master Agreement, FY2020 Section 36(c), US DOT Common Rules

Applicability - All contracts

Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.



## 24. Trafficking in Persons

FDOT - Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); FTA Master Agreement FY 2020 at Section 4(f)

Applicability - All contracts

Contractor agrees that it and its employees that participate in the Contract, may not: Engage in severe forms of trafficking in persons during the period of time that the Contract is in effect, Procure a commercial sex act during the period of time that the Contract is in effect, or Use forced labor in the performance of the Contract or subagreements thereunder. Violation of this provision provides FDOT the right to unilaterally terminate the Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

## 25. Federal Tax Liability and Recent Felony Convictions

FDOT - 2019 Pub. L 116-6; FTA Master Agreement FY 2020 at Section 4(g), DOT Order 4200.6.

Applicability - All contracts

By submitting a bid or otherwise attempting to enter into a contract with the FDOT, the undersigned Contractor certifies that it:

(A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the FDOT responsible for collecting the tax liability; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier

## 26. Domestic Preferences for Procurements

FDOT - 2 CFR part 200 Appendix II (L); 2 C.F.R. § 200.322

Applicability - All contracts

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier

**27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

FDOT - 2 CFR part 200 Appendix II (K); 2 C.F.R. § 200.216

Applicability - All contracts

(a) Definitions. As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled;
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (2) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (3) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (4) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g.,

connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

*(b) Prohibition.*

- (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits FDOT from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the FDOT any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the FDOT on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d);
- (2) (2) of this clause to the FDOT immediately.

Flow Down Requirements – This requirement flows down to all subcontracts at every tier.

## 28. **Bus Testing.**

FDOT - 49 U.S.C. § 5318(e) and 49 C.F.R. part 665, FTA Master Agreement FY2020 at Section 16(m)

Applicability - Rolling Stock, except minivans

Contractor shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR part 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following: (1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle. (2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public. (3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not

identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. (4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Flow Down Requirements - None

**29. Pre-Award and Post-Delivery Audit Requirements.**

FDOT - 49 U.S.C. 5323(m) and 49 C.F.R. part 663, FTA Master Agreement FY2020 at Section 16(m)

Applicability - Rolling Stock

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

Flow Down Requirements – None

**30. FTA Clauses Required when DBE Threshold Has Been Met**

Applicability – All contracts where there is DBE Participation

**a. Contract Assurance. 49 CFR Part 26.13**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26.13 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the FDOT deems appropriate.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**b. Monitoring the Performance of other Program Participants. 49 CFR Part 26.37**

The FDOT will monitor each DOT funded contract with DBE participation to ensure that all work committed to DBEs at contract award or subsequently (as a result of contract modification) is actually performed by the DBEs to which the work was committed. Site visit will be conducted periodically by staff. Contractor's Request for Payment forms will be monitored to ensure that DBEs are being paid in accordance to their signed agreements.

All Prime Contractors will be required to self-report all payments received from the FDOT into the B2GNow (Contract Compliance Tracking System). This system tracks payments made to the prime contractor and all payments made by the prime to any subcontractors, to include DBEs, and the timeliness of those payments in accordance to FDOT's Prompt Payment Clause.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**c. Prompt Payment. 49 CFR PART 26.29(A)**

Contractors are required to pay all subcontractors for satisfactory performance of their contracts within seven (7) business days from receipt of each payment from the FDOT. Failure to comply may result in future withholdings of prime contractor's reimbursements and/or other sanctions until the prime contractor ensure all subcontractors are being promptly paid for all work performed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier.

**d. Return of Retainage. 49 CFR Part 26.29(b), FY2019 FTA Procurement System Review Guide at P11.**

Contractor is required to ensure prompt and full payment of retainage to all subcontractors within thirty (30) days after the subcontractor's work is satisfactorily completed. Contractor is prohibited from holding retainage from subcontractors until the project is completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the FDOT. When FDOT has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier

**e. Termination for Convenience (DBE).** 49 CFR Part 26.53

No prime contractor will terminate for convenience a DBE subcontractor that was listed and agreed to perform a project task (or an approved substitute DBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without prior written consent from FDOT's Diversity & Equity Program Office.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the prime contractor obtains written consent from FDOT's Diversity & Equity Program Office; and unless the consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Appropriate administrative remedies will be invoked to any Prime Contractor that terminates and/or removes a DBE firm/s for convenience. Those remedies may include requirement to pay terminated DBE firm/s; withholding of future payments and/or retainage; and/or disbarment from future consideration of project awards with the FDOT.

Flow Down Requirements - This requirement flows down to all subcontracts at every tier

**Other Federal Requirements**

The following requirements are not federal clauses, but apply to all contracts except micro- purchases (\$3,500 or less)

**Full and Open Competition.**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

**Prohibition Against Exclusionary or Discriminatory Specifications.**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.



**Access Requirements for Persons with Disabilities.** Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation.** To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress.** No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors.** Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Compliance with Federal Regulations.** Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Real Property.** Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency.** To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice.** Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

**Environmental Protections.** Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data.** Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Restrictions.** All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposed to be amended in 2 CFR Part 1201).

**In-State Bus Dealer Restrictions.** The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).

**Organizational Conflicts of Interest.** The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third-Party Participant or another Third-Party Participant performing the Project work, and (b) That impairs that Third-Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

**Project Labor Agreements.** As a condition of a third-party contract award, the Recipient may require the Third-Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009 (74 Fed. Reg. 6985).

**Force Account.** The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

**FTA Technical Review.** The Recipient agrees that FTA may review and approve the Recipient's technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.

**Relationship of the Award to Third Party Contract Approval.** The Recipient agrees that the terms of the Underlying Contract do not, by themselves, constitute approval of any non- competitive third-party contract associated with the Award, unless FTA indicates otherwise in writing.

**Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only.** Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non-Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B—Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO). Non- F e d e r a l entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

**Veterans Preference.** As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**Safe Operation of Motor Vehicles.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or FDOT.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number.** The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration.** Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

**Exhibit 4 – Required Forms**

(on following pages)

## 9. STANDARD ASSURANCES

### Federal Requirements for Invitation for Proposal

I, Glenn J. Matthews, 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

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

### Other Assurances

I, Glenn Matthews, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license # VF/1118941/1.

Matthews Bus Alliance, 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.

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

#### DEALER

Date 8/31/22  
Signature [Signature]  
Company Name Matthews Bus Alliance, Inc  
Title President

#### MANUFACTURER

Date August 16, 2022  
Signature [Signature]  
Company Name COACH AND EQUIPMENT MFG. CORP  
Title PRESIDENT

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

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

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

#### DEALER

Date 8/31/22  
Signature [Signature]  
Company Name Matthews Bus Alliance, Inc  
Title President

#### MANUFACTURER

Date August 16, 2022  
Signature [Signature]  
Company Name COACH AND EQUIPMENT MFG. CORP  
Title PRESIDENT

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

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

#### DEALER

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

#### MANUFACTURER

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_



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

*(Applicable to purchases over \$100,000.00)*

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

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

#### DEALER

Date 8/31/22

Signature [Signature]

Company Name Matthews Bus Alliance, Inc

Title President

#### MANUFACTURER

Date August 16, 2022

Signature [Signature]

Company Name COACH AND EQUIPMENT MFG. CORP

Title PRESIDENT

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

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

#### DEALER

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name Matthews Bus Alliance, Inc

Title President

#### MANUFACTURER

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

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

*(To be submitted with a proposal or offer exceeding the small purchase threshold for  
Federal assistance programs, currently set at \$150,000.)*

### Certificate of Compliance

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

#### DEALER

Date 8/31/22  
Signature [Signature]  
Company Name Matthews Bus Alliance, Inc  
Title President

#### MANUFACTURER

Date August 16, 2022  
Signature [Signature]  
Company Name COACH AND EQUIPMENT MFG. CORP  
Title PRESIDENT

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

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

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

#### DEALER

Date 8/31/22  
Signature [Signature]  
Company Name Matthews Bus Alliance, Inc  
Title President

#### MANUFACTURER

Date August 16, 2022  
Signature [Signature]  
Company Name COACH AND EQUIPMENT MFG. CORP  
Title PRESIDENT

#### 14. CERTIFICATION REGARDING LOBBYING

*(To be submitted with each proposal or offer exceeding \$150,000)*

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

The Contractor, Matthews Bus Alliance, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the

Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

**DEALER**

Signature of Contractor's Authorized Official:



Name and Title of Contractor's Authorized Official:  
Glenn J. Matthews; President

Date: 8/31/22

**MANUFACTURER**

Signature of Contractor's Authorized Official:



Name and Title of Contractor's Authorized Official:  
SCOTT RESTON, PRESIDENT

Date: August 16, 2022

## 15. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION

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

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

### DEALER

Date 8/31/22  
Signature [Signature]  
Company Name Matthews Bus Alliance, Inc  
Title President

### MANUFACTURER

Date August 16, 2022  
Signature [Signature]  
Company Name COACH AND EQUIPMENT MFG. CORP  
Title PRESIDENT

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

## 16. MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

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

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

### DEALER

Date 8/31/22  
Signature [Signature]  
Company Name Matthews Bus Alliance, Inc  
Title President

### MANUFACTURER

Date August 16, 2022  
Signature [Signature]  
Company Name COACH AND EQUIPMENT MFG. CORP  
Title PRESIDENT

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

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

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



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

**DEALER**

Date 8/31/22  
Signature [Signature]  
Company Name Matthews Bus Alliance, Inc  
Title President

**MANUFACTURER**

Date August 16, 2022  
Signature [Signature]  
Company Name COACH AND EQUIPMENT MFG. CORP  
Title PRESIDENT

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

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

### DEALER

Date 8/31/22  
Signature [Signature]  
Company Name Matthews Bus Alliance, Inc  
Title President

### MANUFACTURER

Date August 16, 2022  
Signature [Signature]  
Company Name COACH AND EQUIPMENT MFG. CORP  
Title PRESIDENT

## 19. DEBARRED BIDDERS / INTEGRITY CERTIFICATION

### Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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

#### DEALER

Date 8/31/22  
Signature [Signature]  
Company Name Matthews Bus Alliance, Inc  
Title President

#### MANUFACTURER

Date August 16, 2022  
Signature [Signature]  
Company Name COACH AND EQUIPMENT MFG. CORP  
Title PRESIDENT

## 20. E-VERIFY CERTIFICATION

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

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

### DEALER

Date 8/31/22

Signature [Signature]

Company Name Matthews Bus Alliance, Inc

Title President

### MANUFACTURER

Date August 16, 2022

Signature [Signature]

Company Name COACH AND EQUIPMENT MFG. CORP

Title PRESIDENT

**Exhibit 5 – FDOT District Offices List**

(on following pages)

**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

Jo Santiago  
FDOT District Five  
133 S. Semoran Blvd.  
Orlando, FL 32807  
(321) 319-8175

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

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

**Exhibit 6 – Vehicle Delivery Checklist**  
(on following pages)

### Vehicle Delivery Checklist

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

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



**Exhibit 7 – Second Stage Price Escalation/De-Escalation Formula**

(on following pages)

## FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION AND DE-ESCALATION

Escalation and De-escalation will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) (Industry) Category PCU3362113362117 "Buses and Firefighting vehicles, complete, produced on purchased chassis:" \*\*, not seasonally adjusted. In no event will the prices for any purchase release exceed, by more than 5%, the price(s) that would have been in effect twelve (12) months prior to the date of the release or the base price of the purchase order release if less than twelve (12) months after the initial contract award.

### Index Point Change Examples

PPI Index: Future Recom Month	141.1
Less PPI Index: Base Award Month	137.5
Equals Index Point Change	3.5

### Index Percent Change Examples

Index Point Change	3.5
Divided by PPI Index: Base Award Month	137.5
Equals	0.0254

**Results multiplied by 100 equals Percent Change** 2.54%

Total price of standard bus = \$42,850.00

Minus price of chassis = \$27,050.00

Equals total second stage price = \$15,800.00

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

Certain Dollar Amount = 15,800 / 100 = 158

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

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

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

**NOTE: These figures are provided for illustrative purposes only. Actual data will be utilized in determining the percentage of potential increase which will then be subject to further negotiations.**

**Exhibit 8 – Order Packets with Pricing**

(on following pages)

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**Matthews Bus Alliance, Inc.**

**REPRESENTING**

**Coach & Equipment**



**ORDER PACKET**

**Contract #TRIPS-22-CA-MB-LF-MBA  
Standard Cutaway and Minibus Chassis Type  
Transit Vehicles**

**Effective:** Date of Contract Execution

**CONTRACT #TRIPS-22-CA-MB-LF-MBA****ORDER PACKET FOR  
Matthews Bus Alliance, Inc.****General Information**

The Transit Research Inspection Procurement Services Program (TRIPS) issued Proposal #TRIPS-22-CA-MB-LF-RFP to establish a series of state contracts for the purchase of cutaways, minibuses, and low floor cutaway vehicles. Through this process contracts were awarded to five (5) different Contractors, each representing a vehicle manufacturer.

This Order Packet contains the necessary instructions and forms for Purchasers to place an order with Matthews Bus Alliance, Inc. to purchase these vehicles. This Order Packet also provides guidance and clarity on the relationships between the Contractor, the Purchaser, and Florida DOT's TRIPS program.

The complete Contract #TRIPS-22-CA-MB-LF-MBA is accessible from the TRIPS website at <http://tripsflorida.org> and contains the following sections:

- **General Requirements:** Terms, Conditions and Contractual Provisions
- **Exhibit 1 - Part 1:** Technical Specifications
- **Exhibit 1 - Part 2:** Quality Assurance Provisions
- **Exhibit 1 - Part 3:** Warranty Provisions
- **Exhibit 1 - Part 4:** Paint Schemes
- **Exhibit 1 - Part 5:** Point of Clarifications
- **Exhibit 2:** Florida Administrative Code, Chapter 14-90
- **Exhibit 3:** Federal Clauses for FTA-Assisted Contracts
- **Exhibit 4:** Required Forms
- **Exhibit 5:** FDOT District Offices
- **Exhibit 6:** Vehicle Delivery Checklist
- **Exhibit 7:** Second Stage Price Escalation/De-Escalation Formula
- **Exhibit 8:** Order Packets with Pricing
- **Exhibit 9:** Order Concurrence Form

For further information on the TRIPS program and Contract #TRIPS-22-CA-MB-LF-MBA, please contact either Tina Roberts (904-704-1633) or Lazara Stinnette (813-974-0695) at the University of South Florida, Center for Urban Transportation Research (CUTR).

**Vendor Information**

To place an order for a vehicle under Contract #TRIPS-22-CA-MB-LF-MBA, contact the following person at Matthews Bus Alliance, Inc.

**Address:** Matthews Bus Alliance, Inc.  
4802 West Colonial Drive  
Orlando, FL 323808

**Order Processing:** Mark Griffiths  
**Telephone:** 800-330-1175 X-438  
**Email:** mgriffiths@matthewsbusescommercial.com

**Contact Person:** Doug Gifford  
**Telephone:** 860-558-0014  
**Email:** dgifford@matthewsbusescommercial.com

**Procedures for Ordering**

The following sections provide guidance to be used by the Contractor and the Purchasers in the ordering, delivery, acceptance and payment for vehicles procured under this contract. All parties are advised to fully review the full contract document available on the TRIPS website. Contract #TRIPS-22-CA-MB-LF-MBA will be the governing document.

Purchasers should understand that each order placed with and acknowledged by Matthews Bus Alliance, Inc. constitutes a contract between the Purchaser and Matthews Bus Alliance, Inc. only. The contract implies no duties or responsibilities by the University of South Florida, Center for Urban Transportation Research, or the Florida Department of Transportation. The terms and conditions of this contract are to be administered and enforced by and between the Purchaser and the Contractor.

Purchasers must utilize the order forms in this Order Packet to place their orders. Purchasers are encouraged to contact and work closely with Matthews Bus Alliance, Inc. in finalizing their orders, to fully understand the options available, to select the floor plans and seating selections, the paint schemes, and any special options or conditions that may impact the final order and purchase price. Please submit a separate order form for each type of vehicle ordered.

**Detailed instructions for completing the order form can be found here:**

[https://tripsflorida.org/docs/order\\_form\\_instructions.pdf](https://tripsflorida.org/docs/order_form_instructions.pdf)

Most agencies already have an idea on the type and number of seats and wheelchair positions needed to meet their floor plan requirements. Purchasers should work closely with Matthews Bus Alliance, Inc. to develop and finalize their floor layout plans. Based upon this consultation, Matthews Bus Alliance, Inc. will develop a proposed floor plan based on the Purchaser's needs and transmit a copy of the plan to the Purchaser for verification and approval.

The Order Packet also includes illustrations of the basic vehicle paint schemes and a description of the available options to assist the Purchaser in completing their orders.

Included in this Order Packet are the following forms and information:

- Order Form that provides:
  - Base vehicle prices
  - Unit seating and wheelchair station prices
  - Paint scheme options and prices
  - Individual options and prices
- Description of Options
- Available Paint Schemes

Please submit a separate order form for each type vehicle ordered. After determining the length of bus, floor plan, paint scheme and desired individual options, complete the order form by inserting the quantity for each line item. The order form is set up to automatically calculate totals and grand totals. The grand total will be the figure used on the Purchaser's purchase order.

*For all vehicle purchases NOT funded in part by the FTA Section 5310, 5311, or 5339 grant program, the Purchaser deals directly with Matthews Bus Alliance, Inc. Once the details of the order are finalized, the Purchaser's purchase order must accompany all orders.*

***For all vehicle purchases funded in part by the FTA Section 5310, 5311, or 5339 grant program, a copy of the completed order form and the Purchaser purchase order for the total cost payable to Matthews Bus Alliance, Inc. must be emailed with the order form, or mailed to the TRIPS Assistant Program Manager:***

Ms. Lazara Stinnette  
TRIPS Assistant Program Manager USF-CUTR  
4202 E. Fowler Avenue – ENG 030 Tampa, Florida 33620

Telephone: 813.974.0695

Email: [lstinnette@usf.edu](mailto:lstinnette@usf.edu)

The TRIPS Assistant Program Manager will verify the order accuracy, and forward the order request to Tallahassee for the FDOT review and PTGA process. When the FDOT PTGA is fully executed, the TRIPS Assistant Program Manager will place the order with Matthews Bus Alliance, Inc. and notify the Purchaser of its status.

Matthews Bus Alliance, Inc. will provide written confirmation to the Purchaser and/or CUTR of the receipt of the order within seventy-two (72) hours of receiving the order with the agency purchase order. At a minimum, the acknowledgement of the order will contain:

1. The Purchaser's purchase order number
2. The date the order was received
3. The date the order was placed with the manufacturer
4. The production and VIN number when available
5. The estimated delivery date (when available)

#### **DELIVERY**

Completed units, for orders of zero to ten (0-10) are to be delivered to Purchaser within one hundred fifty (150) days from receipt of chassis/assignment of VIN or purchase order, whichever occurs last. Completed units, for orders of eleven (11) or more will be agreed upon at the time of completion of the Order Packet ("**Exhibit 8**") and documented on the Order Concurrence Form.

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

Each vehicle purchased through the TRIPS shall be routed to the FDOT's Springhill Inspection Facility, located in Tallahassee, Florida, for an inspection prior to delivery to Matthews Bus Alliance, Inc.

Matthews Bus Alliance, Inc. should ensure that all noted write-ups are corrected prior to final delivery to the Purchaser. This inspection by the TRIPS is not represented as being "all inclusive" and in no way relieves the dealer from the required Pre-Delivery Inspection (PDI).

Prior to the vehicle(s) being delivered, Matthews Bus Alliance, Inc. must perform a PDI. Upon completion of a PDI, Matthews Bus Alliance, Inc. will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the Purchaser and the FDOT District Office a minimum of 48 hours in advance to arrange a delivery time.

The vehicle shall be delivered with all Contractor/Manufacturer's quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:

- Copy of Manufacturer's Certificate of Origin
- Application for Certificate of Title
- Bill of Sale
- Warranty Papers (forms, policy, procedures)
- Maintenance Schedule
- Operators' manual
- Invoice (To include contract number, P.O. number, VIN#, and agency name)

#### **FINAL ACCEPTANCE**

Delivery of the vehicle(s) by Matthews Bus Alliances, Inc. does not constitute acceptance by the Purchaser. The vehicle will be considered "accepted" upon passing the inspection and once the Purchaser accepts the vehicle in the vehicle DATACenter. Once accepted, the DATACenter will automatically issue a letter of acceptance to the Dealer and the CUTR staff.

The terms of the contract state that the Purchaser has ten (10) calendar days after receiving the vehicle(s) to perform a Post Delivery Inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Matthews Bus Alliance, Inc. and the Florida DOT District Office contact. The "Letter of Rejection" will state and describe the areas to be found in noncompliance with the bid specifications, incompleteness, or any defective or damaged parts. Once accepted, the DATACenter will generate and issue a letter of acceptance to the Dealer and the CUTR staff.

A vehicle should be rejected if any items are missing, defective, altered, incorrect, or incomplete. In the event a vehicle(s) is delivered incomplete or contains any defective or damaged parts, the said parts will be removed and replaced by Matthews Bus Alliance, Inc. New parts will be furnished and installed by Matthews Bus Alliance, Inc. at no cost to the Purchaser. If there is work involved, warranty or otherwise, to repair or place the vehicle(s) in proper complete condition, such repairs will be made by an approved firm in accordance to the warranty provisions of the contract. Placing the vehicle(s) in revenue service will automatically constitute "acceptance". In such circumstances, a "Letter of Acceptance" should still be issue to Matthews Bus Alliance, Inc. via the DATACenter. Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

#### **PAYMENT**

***For vehicles purchased without funding from the FTA Section 5310, 5311 or 5339 grant program,*** the Purchaser should complete all necessary paperwork and submit its request to process the Purchaser purchase order payment within five (5) days after the delivery and/or acceptance of the vehicle.

***For all vehicles funded in part by the FTA Section 5310, 5311, and 5339 grant program,*** the Purchaser should approve and process its purchase order to allow a check for the total amount to be sent to Matthews Bus Alliance, Inc. for the total cost of the vehicle. The Purchaser will follow the FDOT PTGA process to request reimbursement for the FDOT share of cost.

***The total purchase price should be paid in full within sixty (60) days after acceptance of each vehicle*** . Purchasers should note that failure to meet the net 60-day payment terms could result in the assessment of interest and other penalties. Terms are those shown in Price Proposal Form E of the contract document. A 2% monthly service charge will be added to all past due accounts.



**EXHIBIT 8**  
**ORDER FORM**  
**CONTRACT #TRIPS-22-CA-MB-LF-MBA**  
**Standard Cutaway and Minibus Chassis Type Transit Vehicles**  
**Matthews Bus Alliance, Inc.**

Contact Information					
Agency Name:					
Date:					
PO Number:					
Name:					
Telephone Number:					
Email Address:					
Form Effective Date:					
Chassis Make		Ford E350 7.3L			
Model		Coach & Equipment			
Vehicle Style		5A/1WC Cutaway			
GVWR		10,050			
Length in feet		20			
Useful Life		5 Years/200,000 Miles			
Description	Quantity	UOM	Unit Cost	Extended Cost	
Ford E350 7.3L, Coach & Equipment, Cutaway 20		EA	\$ 104,799.00	\$ -	
Standard Seats		Per Person	\$ 775.00	\$ -	
Fold-Away Seats		Per Person	\$ 728.00	\$ -	
Children s Seat		Per Person	\$ 1,626.00	\$ -	
Paint Scheme 1		EA	\$ 996.00	\$ -	
Paint Scheme 2		EA	\$ 932.00	\$ -	
Paint Scheme 3		EA	\$ 6,928.00	\$ -	
Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.1.2	Compressed Natural Gas (CNG) or Alternative Fuel Engine meeting current EPA requirements Size:41GGE Make: Roush Manufacturer: Roush		Per Vehicle	\$ 26,514.00	\$ -
3.1.3	Alternative Fuels, Roush 64 GGE LPG Package Ford E Series		Per Vehicle	\$ 32,368.00	\$ -
3.2.1	MoRYde RSX rear suspension system		Per Vehicle	\$ 2,700.00	\$ -
3.2.2	Kelderman 2-Stage Rear Air Suspension		Per Vehicle	\$ 8,787.00	\$ -
3.3.2	Stainless steel wheel liners / inserts, front and rear wheels		Per Vehicle	\$ 546.00	\$ -
3.4.1	Freedman Featherweight High Back rigid frame seats		Per Person	\$ 603.00	\$ -
3.4.2	Freedman seat upholstery material provided by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 41.00	\$ -
3.4.3	Freedman Featherweight with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 414.00	\$ -
3.4.7	Extend the length of the standard seat belts provided		EA	\$ 50.00	\$ -
3.5.1	USSC Evolution G2E with pedestal		Per Vehicle	\$ 3,237.00	\$ -
3.5.2	Freedman Sport Driver seat with Relaxor		Per Vehicle	\$ 1,186.00	\$ -
3.5.3	Recaro Ergo LXS driver's seat		Per Vehicle	\$ 2,350.00	\$ -
3.6.1	A Flat-Floor option		Per Vehicle	\$ 1,895.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.7.1	Alternate slip resistant sheet vinyl flooring		Per Vehicle	\$ 300.00	\$ -
3.8.1	Driver Safety Partition		Per Vehicle	\$ 210.00	\$ -
3.9.1	Powder-Coated handrails and stanchions (provide color options)		EA	\$ 300.00	\$ -
3.10.1	Remote controlled exterior mirrors		Per Vehicle	\$ 660.00	\$ -
3.11.1	Romeo Rim HELP bumper		Per Vehicle	\$ 593.00	\$ -
3.11.2	Hawkeye Reverse Assistance System		Per Vehicle	\$ 875.00	\$ -
3.11.3	Reverse camera and monitor backing system		Per Vehicle	\$ 871.00	\$ -
3.11.4	Blind spot detection system		Per Vehicle	\$ 1,658.00	\$ -
3.11.5	Collision avoidance system		Per Vehicle	\$ 1,570.00	\$ -
3.13.1	Ricon Klear-View lift on cutaway buses		Per Vehicle	\$ 1,398.00	\$ -
3.13.2	Braun model NVL917IB lift on cutaway buses		Per Vehicle	\$ 490.00	\$ -
3.14.1	SURE-LOK Titan restraint system		Per Set	\$ (407.00)	\$ -
3.14.2	Q'straint QRT Max restraint system (for additional positions only)		Per Set	\$ 1,191.00	\$ -
3.15.1	Fogmaker complete turn-key automatic fire suppression system			Standard	
3.15.2	Amerex Small Vehicle System (SMVS) complete turn-key automatic fire suppression powder system.		Per Vehicle	\$ 410.00	\$ -
3.15.3	Kidde complete turn-key automatic fire suppression system		Per Vehicle	\$ 615.00	\$ -
3.15.4.	TSI Nexus - 2 Camera		EA	\$ 5,435.00	\$ -
3.15.4.1	TSI Nexus - 3 Camera		EA	\$ 5,948.00	\$ -
3.15.4.2	TSI Nexus - 4 Camera		EA	\$ 6,980.00	\$ -
3.15.4.3	TSI Nexus - 5 Camera		EA	\$ 7,355.00	\$ -
3.15.4.4	TSI Nexus - 6 Camera		EA	\$ 7,773.00	\$ -
3.15.4.5	TSI Nexus - 8 Camera		EA	\$ 7,801.00	\$ -
3.15.4.6	TSI Nexus - Camera Options - SSD-NEX-2TB		EA	\$ 948.00	\$ -
3.15.4.7	TSI Nexus - Camera Options - SSD-NEX-4TB		EA	\$ 1,773.00	\$ -
3.15.4.8	TSI Nexus - Camera Options - SSD-NEX -8TB		EA	\$ 3,713.00	\$ -
3.15.4.9	TSI Nexus - Camera Options - TSIP - Camera - Spare/Extra Cam		EA	\$ 385.00	\$ -
3.15.4.10	TSI Nexus - Camera Options - TSI-Wireless Accesspoint Antenna and Mounting Bracket		EA	\$ 1,089.00	\$ -
3.15.4.11	TSI Nexus - Camera Options - Lockable Enclosure		EA	\$ 390.00	\$ -
3.15.4.12	Safe Fleet - 4 Camera System		EA	\$ 3,093.00	\$ -
3.15.4.13	Safe Fleet - 6 Camera System		EA	\$ 4,761.00	\$ -
3.15.4.14	Safe Fleet - 8 Camera System		EA	\$ 6,204.00	\$ -
3.15.4.16	Safe Fleet - Camera Options - Safefleet 1TB Drive		EA	\$ 336.00	\$ -
3.15.4.17	Safe Fleet - Camera Options - Safefleet 2 TB Drive		EA	\$ 464.00	\$ -
3.15.4.18	Safe Fleet - Camera Options - Camera - Non-IP		EA	\$ 392.00	\$ -
3.15.4.19	Safe Fleet - Camera Options - Camera - IP		EA	\$ 560.00	\$ -
3.16.1	Hand-held and hands-free public address (PA) system		EA	\$ 1,659.00	\$ -
3.17.1.A	Transign Roll Curtain Destination Sign – Front		EA	\$ 2,003.00	\$ -
3.17.1.B	Transign Roll Curtain Destination Sign - Side		EA	\$ 2,684.00	\$ -
3.17.1.C	Transign Roll Curtain Destination Sign -Per Destination Reading		EA	\$ 110.00	\$ -
3.17.2.A	Mobilite Front Sign		EA	\$ 3,377.00	\$ -
3.17.2.B	Mobilite Side Sign 14x72		EA	\$ 2,830.00	\$ -
3.17.2.C	Horizon Front Amber Sign		EA	\$ 7,304.00	\$ -
3.17.2.D	Horizon Side Amber Sign		EA	\$ 2,962.00	\$ -
3.17.2.E	Smart Series Front Sign 16x160 Amber		EA	\$ 7,514.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.17.2.F	Smart Series Side Sign 8x96 Side Sign		EA	\$ 3,537.00	\$ -
3.21.3	Valeo Stand Alone UV light purifier		EA	\$ 4,492.00	\$ -
3.21.4	HEPA 2 with UV light		EA	\$ 1,985.00	\$ -
3.21.10	USSC 25ft and smaller Paratransit Van UVPHI-Photo Hydro Ionization		EA	\$ 7,365.00	\$ -
3.21.12.A	Code 3 Antimicrobial Lighting - Recessed		EA	\$ 733.00	\$ -
3.21.12.B	Code 3 Antimicrobial Lighting – Flush Mount		EA	\$ 327.00	\$ -
3.22.1	Rotating Hinge Side Barrier (E350, E450, Chevy 3500 and Chevy 4500)		EA	\$ 1,725.00	\$ -
3.23.1	Sportworks Bike Rack		EA	\$ 3,227.00	\$ -
GRAND TOTAL					\$ -

## EXHIBIT 8

## ORDER FORM

CONTRACT #TRIPS-22-CA-MB-LF-MBA

Standard Cutaway and Minibus Chassis Type Transit Vehicles

Matthews Bus

			Ford E350 7.3L		
			Coach & Equipment		
			8A/1WC Cutaway		
GVWR			11,500		
Length in feet			21		
Useful Life			5 Years/200,000 Miles		
Description	Quantity	UOM	Unit Cost	Extended Cost	
Ford E350 7.3L, Coach & Equipment, Cutaway, 21		EA	\$ 107,610.00	\$ -	
Standard Seats		Per Person	\$ 775.00	\$ -	
Fold-Away Seats		Per Person	\$ 728.00	\$ -	
Children s Seat		Per Person	\$ 1,626.00	\$ -	
Paint Scheme 1		EA	\$ 996.00	\$ -	
Paint Scheme 2		EA	\$ 932.00	\$ -	
Paint Scheme 3		EA	\$ 6,928.00	\$ -	
Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.1.2	Compressed Natural Gas (CNG) or Alternative Fuel Engine meeting current EPA requirements Size:41GGE Make: Roush Manufacturer: Roush		Per Vehicle	\$ 26,514.00	\$ -
3.1.3	Alternative Fuels, Roush 64 GGE LPG Package Ford E Series		Per Vehicle	\$ 32,368.00	\$ -
3.2.1	MoRYde RSX rear suspension system		Per Vehicle	\$ 2,700.00	\$ -
3.2.2	Kelderman 2-Stage Rear Air Suspension		Per Vehicle	\$ 8,787.00	\$ -
3.3.2	Stainless steel wheel liners / inserts, front and rear wheels		Per Vehicle	\$ 546.00	\$ -
3.4.1	Freedman Featherweight High Back rigid frame seats		Per Person	\$ 603.00	\$ -
3.4.2	Freedman seat upholstery material provided by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 41.00	\$ -
3.4.3	Freedman Featherweight with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 414.00	\$ -
3.4.7	Extend the length of the standard seat belts provided		EA	\$ 50.00	\$ -
3.5.1	USSC Evolution G2E with pedestal		Per Vehicle	\$ 3,237.00	\$ -
3.5.2	Freedman Sport Driver seat with Relaxor		Per Vehicle	\$ 1,186.00	\$ -
3.5.3	Recaro Ergo LXS driver's seat		Per Vehicle	\$ 2,350.00	\$ -
3.6.1	A Flat-Floor option		Per Vehicle	\$ 1,895.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.7.1	Alternate slip resistant sheet vinyl flooring		Per Vehicle	\$ 300.00	\$ -
3.8.1	Driver Safety Partition		Per Vehicle	\$ 210.00	\$ -
3.9.1	Powder-Coated handrails and stanchions (provide color options)		EA	\$ 300.00	\$ -
3.10.1	Remote controlled exterior mirrors		Per Vehicle	\$ 660.00	\$ -
3.11.1	Romeo Rim HELP bumper		Per Vehicle	\$ 593.00	\$ -
3.11.2	Hawkeye Reverse Assistance System		Per Vehicle	\$ 875.00	\$ -
3.11.3	Reverse camera and monitor backing system		Per Vehicle	\$ 871.00	\$ -
3.11.4	Blind spot detection system		Per Vehicle	\$ 1,658.00	\$ -
3.11.5	Collision avoidance system		Per Vehicle	\$ 1,570.00	\$ -
3.13.1	Ricon Klear-View lift on cutaway buses		Per Vehicle	\$ 1,398.00	\$ -
3.13.2	Braun model NVL917IB lift on cutaway buses		Per Vehicle	\$ 490.00	\$ -
3.14.1	SURE-LOK Titan restraint system		Per Set	\$ (407.00)	\$ -
3.14.2	Q'straint QRT Max restraint system (for additional positions only)		Per Set	\$ 1,191.00	\$ -
3.15.1	Fogmaker complete turn-key automatic fire suppression system			Standard	
3.15.2	Amerex Small Vehicle System (SMVS) complete turn-key automatic fire suppression powder system.		Per Vehicle	\$ 410.00	\$ -
3.15.3	Kidde complete turn-key automatic fire suppression system		Per Vehicle	\$ 615.00	\$ -
3.15.4.	TSI Nexus - 2 Camera		EA	\$ 5,435.00	\$ -
3.15.4.1	TSI Nexus - 3 Camera		EA	\$ 5,948.00	\$ -
3.15.4.2	TSI Nexus - 4 Camera		EA	\$ 6,980.00	\$ -
3.15.4.3	TSI Nexus - 5 Camera		EA	\$ 7,355.00	\$ -
3.15.4.4	TSI Nexus - 6 Camera		EA	\$ 7,773.00	\$ -
3.15.4.5	TSI Nexus - 8 Camera		EA	\$ 7,801.00	\$ -
3.15.4.6	TSI Nexus - Camera Options - SSD-NEX-2TB		EA	\$ 948.00	\$ -
3.15.4.7	TSI Nexus - Camera Options - SSD-NEX-4TB		EA	\$ 1,773.00	\$ -
3.15.4.8	TSI Nexus - Camera Options - SSD-NEX-8TB		EA	\$ 3,713.00	\$ -
3.15.4.9	TSI Nexus - Camera Options - TSIP - Camera - Spare/Extra Cam		EA	\$ 385.00	\$ -
3.15.4.10	TSI Nexus - Camera Options - TSI-Wireless Accesspoint Antenna and Mounting Bracket		EA	\$ 1,089.00	\$ -
3.15.4.11	TSI Nexus - Camera Options - Lockable Enclosure		EA	\$ 390.00	\$ -
3.15.4.12	Safe Fleet - 4 Camera System		EA	\$ 3,093.00	\$ -
3.15.4.13	Safe Fleet - 6 Camera System		EA	\$ 4,761.00	\$ -
3.15.4.14	Safe Fleet - 8 Camera System		EA	\$ 6,204.00	\$ -
3.15.4.16	Safe Fleet - Camera Options - Safefleet 1TB Drive		EA	\$ 336.00	\$ -
3.15.4.17	Safe Fleet - Camera Options - Safefleet 2 TB Drive		EA	\$ 464.00	\$ -
3.15.4.18	Safe Fleet - Camera Options - Camera - Non-IP		EA	\$ 392.00	\$ -
3.15.4.19	Safe Fleet - Camera Options - Camera - IP		EA	\$ 560.00	\$ -
3.16.1	Hand-held and hands-free public address (PA) system		EA	\$ 1,659.00	\$ -
3.17.1.A	Transign Roll Curtain Destination Sign – Front		EA	\$ 2,003.00	\$ -
3.17.1.B	Transign Roll Curtain Destination Sign - Side		EA	\$ 2,684.00	\$ -
3.17.1.C	Transign Roll Curtain Destination Sign - Per Destination Reading		EA	\$ 110.00	\$ -
3.17.2.A	Mobilite Front Sign		EA	\$ 3,377.00	\$ -
3.17.2.B	Mobilite Side Sign 14x72		EA	\$ 2,830.00	\$ -
3.17.2.C	Horizon Front Amber Sign		EA	\$ 7,304.00	\$ -
3.17.2.D	Horizon Side Amber Sign		EA	\$ 2,962.00	\$ -
3.17.2.E	Smart Series Front Sign 16x160 Amber		EA	\$ 7,514.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.17.2.F	Smart Series Side Sign 8x96 Side Sign		EA	\$ 3,537.00	\$ -
3.21.3	Valeo Stand Alone UV light purifier		EA	\$ 4,492.00	\$ -
3.21.4	HEPA 2 with UV light		EA	\$ 1,985.00	\$ -
3.21.10	USSC 25ft and smaller Paratransit Van UVPHI-Photo Hydro Ionization		EA	\$ 7,365.00	\$ -
3.21.12.A	Code 3 Antimicrobial Lighting - Recessed		EA	\$ 733.00	\$ -
3.21.12.B	Code 3 Antimicrobial Lighting – Flush Mount		EA	\$ 327.00	\$ -
3.22.1	Rotating Hinge Side Barrier (E350, E450, Chevy 3500 and Chevy 4500)		EA	\$ 1,725.00	\$ -
3.23.1	Sportworks Bike Rack		EA	\$ 3,227.00	\$ -
GRAND TOTAL					\$ -

EXHIBIT 8  
ORDER FORM  
CONTRACT #TRIPS-22-CA-MB-LF-MBA  
Standard Cutaway and Minibus Chassis Type Transit Vehicles  
Matthews Bus

			Ford E350 7.3L		
			Coach & Equipment		
			6A/2WC Cutaway		
GVWR			11,500		
Length in feet			21		
Usseful Life			5 Years/200,000 Miles		
Description		Quantity	UOM	Unit Cost	Extended Cost
Ford E350 7.3L, Coach & Equipment, Cutaway 21			EA	\$ 109,707.00	\$ -
Standard Seats			Per Person	\$ 775.00	\$ -
Fold-Away Seats			Per Person	\$ 728.00	\$ -
Children s Seat			Per Person	\$ 1,626.00	\$ -
Paint Scheme 1			EA	\$ 996.00	\$ -
Paint Scheme 2			EA	\$ 932.00	\$ -
Paint Scheme 3			EA	\$ 6,928.00	\$ -
Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.1.2	Compressed Natural Gas (CNG) or Alternative Fuel Engine meeting current EPA requirements Size:41GGE Make: Roush Manufacturer: Roush		Per Vehicle	\$ 26,514.00	\$ -
3.1.3	Alternative Fuels, Roush 64 GGE LPG Package Ford E Series		Per Vehicle	\$ 32,368.00	\$ -
3.2.1	MoRYde RSX rear suspension system		Per Vehicle	\$ 2,700.00	\$ -
3.2.2	Kelderman 2-Stage Rear Air Suspension		Per Vehicle	\$ 8,787.00	\$ -
3.3.2	Stainless steel wheel liners / inserts, front and rear wheels		Per Vehicle	\$ 546.00	\$ -
3.4.1	Freedman Featherweight High Back rigid frame seats		Per Person	\$ 603.00	\$ -
3.4.2	Freedman seat upholstery material provided by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 41.00	\$ -
3.4.3	Freedman Featherweight with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 414.00	\$ -
3.4.7	Extend the length of the standard seat belts provided		Per Vehicle	\$ 50.00	\$ -
3.5.1	USSC Evolution G2E with pedestal		Per Vehicle	\$ 3,237.00	\$ -
3.5.2	Freedman Sport Driver seat with Relaxor		Per Vehicle	\$ 1,186.00	\$ -
3.5.3	Recaro Ergo LXS driver’s seat		Per Vehicle	\$ 2,350.00	\$ -
3.6.1	A Flat-Floor option		Per Vehicle	\$ 1,895.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.7.1	Alternate slip resistant sheet vinyl flooring		Per Vehicle	\$ 300.00	\$ -
3.8.1	Driver Safety Partition		Per Vehicle	\$ 210.00	\$ -
3.9.1	Powder-Coated handrails and stanchions		EA	\$ 300.00	\$ -
3.10.1	Remote controlled exterior mirrors		Per Vehicle	\$ 660.00	\$ -
3.11.1	Romeo Rim HELP bumper		Per Vehicle	\$ 593.00	\$ -
3.11.2	Hawkeye Reverse Assistance System		Per Vehicle	\$ 875.00	\$ -
3.11.3	Reverse camera and monitor backing system		Per Vehicle	\$ 871.00	\$ -
3.11.4	Blind spot detection system		Per Vehicle	\$ 1,658.00	\$ -
3.11.5	Collision avoidance system		Per Vehicle	\$ 1,570.00	\$ -
3.13.1	Ricon Klear-View lift on cutaway buses		Per Vehicle	\$ 1,398.00	\$ -
3.13.2	Braun model NVL9171B lift on cutaway buses		Per Vehicle	\$ 490.00	\$ -
3.14.1	SURE-LOK Titan restraint system		Per Set	\$ (407.00)	\$ -
3.14.2	Q'straint QRT Max restraint system (for additional positions only)		Per Set	\$ 1,191.00	\$ -
3.15.1	Fogmaker complete turn-key automatic fire suppression system		EA	Standards	
3.15.2	Amerex Small Vehicle System (SMVS) complete turn-key automatic fire suppression powder system		Per Vehicle	\$ 410.00	\$ -
3.15.3	Kidde complete turn-key automatic fire suppression system		Per Vehicle	\$ 615.00	\$ -
3.15.4.	TSI Nexus - 2 Camera		EA	\$ 5,435.00	\$ -
3.15.4.1	TSI Nexus - 3 Camera		EA	\$ 5,948.00	\$ -
3.15.4.2	TSI Nexus - 4 Camera		EA	\$ 6,980.00	\$ -
3.15.4.3	TSI Nexus - 5 Camera		EA	\$ 7,355.00	\$ -
3.15.4.4	TSI Nexus - 6 Camera		EA	\$ 7,773.00	\$ -
3.15.4.5	TSI Nexus - 8 Camera		EA	\$ 7,801.00	\$ -
3.15.4.6	TSI Nexus - Camera Options - SSD-NEX-2TB		EA	\$ 948.00	\$ -
3.15.4.7	TSI Nexus - Camera Options - SSD-NEX-4TB		EA	\$ 1,773.00	\$ -
3.15.4.8	TSI Nexus - Camera Options - SSD-NEX -8TB		EA	\$ 3,713.00	\$ -
3.15.4.9	TSI Nexus - Camera Options - TSIP - Camera - Spare/Extra Cam		EA	\$ 385.00	\$ -
3.15.4.10	TSI Nexus - Camera Options - TSI-Wireless Accesspoint Antenna and Mounting Bracket		EA	\$ 1,089.00	\$ -
3.15.4.11	TSI Nexus - Camera Options - Lockable Enclosure		EA	\$ 390.00	\$ -
3.15.4.12	Safe Fleet - 4 Camera System		EA	\$ 3,093.00	\$ -
3.15.4.13	Safe Fleet - 6 Camera System		EA	\$ 4,761.00	\$ -
3.15.4.14	Safe Fleet - 8 Camera System		EA	\$ 6,204.00	\$ -
3.15.4.16	Safe Fleet - Camera Options - SafeFleet 1TB Drive		EA	\$ 336.00	\$ -
3.15.4.17	Safe Fleet - Camera Options - SafeFleet 2 TB Drive		EA	\$ 464.00	\$ -
3.15.4.18	Safe Fleet - Camera Options - Camera - Non-IP		EA	\$ 392.00	\$ -
3.15.4.19	Safe Fleet - Camera Options - Camera - IP		EA	\$ 560.00	\$ -
3.16.1	Hand-held and hands-free public address (PA) system		EA	\$ 1,659.00	\$ -
3.17.1.A	Transign Roll Curtain Destination Sign – Front		EA	\$ 2,003.00	\$ -
3.17.1.B	Transign Roll Curtain Destination Sign - Side		EA	\$ 2,684.00	\$ -
3.17.1.C	Transign Roll Curtain Destination Sign -Per Destination Reading		EA	\$ 110.00	\$ -
3.17.2.A	Mobilite Front Sign		EA	\$ 3,377.00	\$ -
3.17.2.B	Mobilite Side Sign 14x72		EA	\$ 2,830.00	\$ -
3.17.2.C	Horizon Front Amber Sign		EA	\$ 7,304.00	\$ -
3.17.2.D	Horizon Side Amber Sign		EA	\$ 2,962.00	\$ -
3.17.2.E	Smart Series Front Sign 16x160 Amber		EA	\$ 7,514.00	\$ -
3.17.2.F	Smart Series Side Sign 8x96 Side Sign		EA	\$ 3,537.00	\$ -



Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.21.3	Valeo Stand Alone UV light purifier		EA	\$ 4,492.00	\$ -
3.21.4	HEPA 2 with UV light		EA	\$ 1,985.00	\$ -
3.21.10	USSC 25ft and smaller Paratransit Van UVPHI-Photo Hydro Ionization		EA	\$ 7,365.00	\$ -
3.21.12.A	Code 3 Antimicrobial Lighting - Recessed		EA	\$ 733.00	\$ -
3.21.12.B	Code 3 Antimicrobial Lighting – Flush Mount		EA	\$ 327.00	\$ -
3.22.1	Rotating Hinge Side Barrier (E350, E450, Chevy 3500 and Chevy 4500)		EA	\$ 1,725.00	\$ -
3.23.1	Sportworks Bike Rack		EA	\$ 3,227.00	\$ -
GRAND TOTAL					\$

**EXHIBIT 8**  
**ORDER FORM**  
**CONTRACT #TRIPS-22-CA-MB-LF-MBA**  
**Standard Cutaway and Minibus Chassis Type Transit Vehicles**  
**Matthews Bus**

		Ford E350 7.3L			
		Coach & Equipment			
		10A/1WC Cutaway			
		5 Years/200,000 Miles			
Description		Quantity	UOM	Unit Cost	Extended Cost
Ford E350 7.3L, Coach & Equipment, Cutaway 22			EA	\$ 109,596.00	\$ -
Standard Seats			Per Person	\$ 775.00	\$ -
Fold-Away Seats			Per Person	\$ 728.00	\$ -
Children s Seat			Per Person	\$ 1,626.00	\$ -
Paint Scheme 1			EA	\$ 996.00	\$ -
Paint Scheme 2			EA	\$ 932.00	\$ -
Paint Scheme 3			EA	\$ 6,928.00	\$ -
Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.1.2	Compressed Natural Gas (CNG) or Alternative Fuel Engine meeting current EPA requirements Size:41GGE Make: Roush Manufacturer: Roush		Per Vehicle	\$ 26,514.00	\$ -
3.1.3	Alternative Fuels, Roush 64 GGE LPG Package Ford E Series		Per Vehicle	\$ 32,368.00	\$ -
3.2.1	MoRYde RSX rear suspension system		Per Vehicle	\$ 2,700.00	\$ -
3.2.2	Kelderman 2-Stage Rear Air Suspension		Per Vehicle	\$ 8,787.00	\$ -
3.3.2	Stainless steel wheel liners / inserts, front and rear wheels		Per Vehicle	\$ 546.00	\$ -
3.4.1	Freedman Featherweight High Back rigid frame seats		Per Person	\$ 603.00	\$ -
3.4.2	Freedman seat upholstery material provided by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 41.00	\$ -
3.4.3	Freedman Featherweight with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 414.00	\$ -
3.4.7	Extend the length of the standard seat belts provided		Per Vehicle	\$ 50.00	\$ -
3.5.1	USSC Evolution G2E with pedestal		Per Vehicle	\$ 3,237.00	\$ -
3.5.2	Freedman Sport Driver seat with Relaxor		Per Vehicle	\$ 1,186.00	\$ -
3.5.3	Recaro Ergo LXS driver's seat		Per Vehicle	\$ 2,350.00	\$ -
3.6.1	A Flat-Floor option		Per Vehicle	\$ 1,895.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.7.1	Alternate slip resistant sheet vinyl flooring		Per Vehicle	\$ 300.00	\$ -
3.8.1	Driver Safety Partition		Per Vehicle	\$ 210.00	\$ -
3.9.1	Powder-Coated handrails and stanchions		Per Vehicle	\$ 300.00	\$ -
3.10.1	Remote controlled exterior mirrors		Per Vehicle	\$ 660.00	\$ -
3.11.1	Romeo Rim HELP bumper		Per Vehicle	\$ 593.00	\$ -
3.11.2	Hawkeye Reverse Assistance System		Per Vehicle	\$ 875.00	\$ -
3.11.3	Reverse camera and monitor backing system		Per Vehicle	\$ 871.00	\$ -
3.11.4	Blind spot detection system		Per Vehicle	\$ 1,658.00	\$ -
3.11.5	Collision avoidance system		Per Vehicle	\$ 1,570.00	\$ -
3.13.1	Ricon Klear-View lift on cutaway buses		Per Vehicle	\$ 1,398.00	\$ -
3.13.2	Braun model NVL9171B lift on cutaway buses		Per Vehicle	\$ 490.00	\$ -
3.14.1	SURE-LOK Titan restraint system		Per Set	\$ (407.00)	\$ -
3.14.2	Q'straint QRT Max restraint system (for additional positions only)		Per Set	\$ 1,191.00	\$ -
3.15.1	Fogmaker complete turn-key automatic fire suppression system			Standard	
3.15.2	Amerex Small Vehicle System (SMVS) complete turn-key automatic fire suppression powder system.		Per Vehicle	\$ 410.00	\$ -
3.15.3	Kidde complete turn-key automatic fire suppression system		Per Vehicle	\$ 615.00	\$ -
3.15.4.	TSI Nexus - 2 Camera		EA	\$ 5,435.00	\$ -
3.15.4.1	TSI Nexus - 3 Camera		EA	\$ 5,948.00	\$ -
3.15.4.2	TSI Nexus - 4 Camera		EA	\$ 6,980.00	\$ -
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3.15.4.4	TSI Nexus - 6 Camera		EA	\$ 7,773.00	\$ -
3.15.4.5	TSI Nexus - 8 Camera		EA	\$ 7,801.00	\$ -
3.15.4.6	TSI Nexus - Camera Options - SSD-NEX-2TB		EA	\$ 948.00	\$ -
3.15.4.7	TSI Nexus - Camera Options - SSD-NEX-4TB		EA	\$ 1,773.00	\$ -
3.15.4.8	TSI Nexus - Camera Options - SSD-NEX-8TB		EA	\$ 3,713.00	\$ -
3.15.4.9	TSI Nexus - Camera Options - TSIP - Camera - Spare/Extra Cam		EA	\$ 385.00	\$ -
3.15.4.10	TSI Nexus - Camera Options - TSI-Wireless Accesspoint Antenna and Mounting Bracket		EA	\$ 1,089.00	\$ -
3.15.4.11	TSI Nexus - Camera Options - Lockable Enclosure		EA	\$ 390.00	\$ -
3.15.4.12	Safe Fleet - 4 Camera System		EA	\$ 3,093.00	\$ -
3.15.4.13	Safe Fleet - 6 Camera System		EA	\$ 4,761.00	\$ -
3.15.4.14	Safe Fleet - 8 Camera System		EA	\$ 6,204.00	\$ -
3.15.4.16	Safe Fleet - Camera Options - SafeFleet 1TB Drive		EA	\$ 336.00	\$ -
3.15.4.17	Safe Fleet - Camera Options - SafeFleet 2 TB Drive		EA	\$ 464.00	\$ -
3.15.4.18	Safe Fleet - Camera Options - Camera - Non-IP		EA	\$ 392.00	\$ -
3.15.4.19	Safe Fleet - Camera Options - Camera - IP		EA	\$ 560.00	\$ -
3.16.1	Hand-held and hands-free public address (PA) system		EA	\$ 1,659.00	\$ -
3.17.1.A	Transign Roll Curtain Destination Sign – Front		EA	\$ 2,003.00	\$ -
3.17.1.B	Transign Roll Curtain Destination Sign - Side		EA	\$ 2,684.00	\$ -
3.17.1.C	Transign Roll Curtain Destination Sign -Per Destination Reading		EA	\$ 110.00	\$ -
3.17.2.A	Mobilite Front Sign		EA	\$ 3,377.00	\$ -
3.17.2.B	Mobilite Side Sign 14x72		EA	\$ 2,830.00	\$ -
3.17.2.C	Horizon Front Amber Sign		EA	\$ 7,304.00	\$ -
3.17.2.D	Horizon Side Amber Sign		EA	\$ 2,962.00	\$ -
3.17.2.E	Smart Series Front Sign 16x160 Amber		EA	\$ 7,514.00	\$ -
3.17.2.F	Smart Series Side Sign 8x96 Side Sign		EA	\$ 3,537.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.21.3	Valeo Stand Alone UV light purifier		EA	\$ 4,492.00	\$ -
3.21.4	HEPA 2 with UV light		EA	\$ 1,985.00	\$ -
3.21.10	USSC 25ft and smaller Paratransit Van UVPHI-Photo Hydro Ionization		EA	\$ 7,365.00	\$ -
3.21.12.A	Code 3 Antimicrobial Lighting - Recessed		EA	\$ 733.00	\$ -
3.21.12.B	Code 3 Antimicrobial Lighting – Flush Mount		EA	\$ 327.00	\$ -
3.22.1	Rotating Hinge Side Barrier (E350, E450, Chevy 3500 and Chevy 4500)		EA	\$ 1,725.00	\$ -
3.23.1	Sportworks Bike Rack		EA	\$ 3,227.00	\$ -
GRAND TOTAL					\$ -



Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.7.1	Alternate slip resistant sheet vinyl flooring		Per Vehicle	\$ 300.00	\$ -
3.8.1	Driver Safety Partition		Per Vehicle	\$ 210.00	\$ -
3.9.1	Powder-Coated handrails and stanchions		Per Vehicle	\$ 300.00	\$ -
3.10.1	Remote controlled exterior mirrors		Per Vehicle	\$ 660.00	\$ -
3.11.1	Romeo Rim HELP bumper		Per Vehicle	\$ 593.00	\$ -
3.11.2	Hawkeye Reverse Assistance System		Per Vehicle	\$ 875.00	\$ -
3.11.3	Reverse camera and monitor backing system		Per Vehicle	\$ 871.00	\$ -
3.11.4	Blind spot detection system		Per Vehicle	\$ 1,658.00	\$ -
3.11.5	Collision avoidance system		Per Vehicle	\$ 1,570.00	\$ -
3.13.1	Ricon Klear-View lift on cutaway buses		Per Vehicle	\$ 1,398.00	\$ -
3.13.2	Braun model NVL917IB lift on cutaway buses		Per Vehicle	\$ 490.00	\$ -
3.14.1	SURE-LOK Titan restraint system		Per Set	\$ (407.00)	\$ -
3.14.2	Q'straint QRT Max restraint system (for additional positions only)		Per Set	\$ 1,191.00	\$ -
3.15.1	Fogmaker complete turn-key automatic fire suppression system			Standard	
3.15.2	Amerex Small Vehicle System (SMVS) complete turn-key automatic fire suppression powder system		Per Vehicle	\$ 410.00	\$ -
3.15.3	Kidde complete turn-key automatic fire suppression system		Per Vehicle	\$ 615.00	\$ -
3.15.4.	TSI Nexus - 2 Camera		EA	\$ 5,435.00	\$ -
3.15.4.1	TSI Nexus - 3 Camera		EA	\$ 5,948.00	\$ -
3.15.4.2	TSI Nexus - 4 Camera		EA	\$ 6,980.00	\$ -
3.15.4.3	TSI Nexus - 5 Camera		EA	\$ 7,355.00	\$ -
3.15.4.4	TSI Nexus - 6 Camera		EA	\$ 7,773.00	\$ -
3.15.4.5	TSI Nexus - 8 Camera		EA	\$ 7,801.00	\$ -
3.15.4.6	TSI Nexus - Camera Options - SSD-NEX-2TB		EA	\$ 948.00	\$ -
3.15.4.7	TSI Nexus - Camera Options - SSD-NEX-4TB		EA	\$ 1,773.00	\$ -
3.15.4.8	TSI Nexus - Camera Options - SSD-NEX-8TB		EA	\$ 3,713.00	\$ -
3.15.4.9	TSI Nexus - Camera Options - TSIP - Camera - Spare/Extra Cam		EA	\$ 385.00	\$ -
3.15.4.10	TSI Nexus - Camera Options - TSI-Wireless Accesspoint Antenna and Mounting Bracket		EA	\$ 1,089.00	\$ -
3.15.4.11	TSI Nexus - Camera Options - Lockable Enclosure		EA	\$ 390.00	\$ -
3.15.4.12	Safe Fleet - 4 Camera System		EA	\$ 3,093.00	\$ -
3.15.4.13	Safe Fleet - 6 Camera System		EA	\$ 4,761.00	\$ -
3.15.4.14	Safe Fleet - 8 Camera System		EA	\$ 6,204.00	\$ -
3.15.4.16	Safe Fleet - Camera Options - SafeFleet 1TB Drive		EA	\$ 336.00	\$ -
3.15.4.17	Safe Fleet - Camera Options - SafeFleet 2 TB Drive		EA	\$ 464.00	\$ -
3.15.4.18	Safe Fleet - Camera Options - Camera - Non-IP		EA	\$ 392.00	\$ -
3.15.4.19	Safe Fleet - Camera Options - Camera - IP		EA	\$ 560.00	\$ -
3.16.1	Hand-held and hands-free public address (PA) system		EA	\$ 1,659.00	\$ -
3.17.1.A	Transign Roll Curtain Destination Sign – Front		EA	\$ 2,003.00	\$ -
3.17.1.B	Transign Roll Curtain Destination Sign - Side		EA	\$ 2,684.00	\$ -
3.17.1.C	Transign Roll Curtain Destination Sign -Per Destination Reading		EA	\$ 110.00	\$ -
3.17.2.A	Mobilite Front Sign		EA	\$ 3,377.00	\$ -
3.17.2.B	Mobilite Side Sign 14x72		EA	\$ 2,830.00	\$ -
3.17.2.C	Horizon Front Amber Sign		EA	\$ 7,304.00	\$ -
3.17.2.D	Horizon Side Amber Sign		EA	\$ 2,962.00	\$ -
3.17.2.E	Smart Series Front Sign 16x160 Amber		EA	\$ 7,514.00	\$ -
3.17.2.F	Smart Series Side Sign 8x96 Side Sign		EA	\$ 3,537.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.21.3	Valeo Stand Alone UV light purifier		EA	\$ 4,492.00	\$ -
3.21.4	HEPA 2 with UV light		EA	\$ 1,985.00	\$ -
3.21.10	USSC 25ft and smaller Paratransit Van UVPHI-Photo Hydro Ionization		EA	\$ 7,365.00	\$ -
3.21.12.A	Code 3 Antimicrobial Lighting - Recessed		EA	\$ 733.00	\$ -
3.21.12.B	Code 3 Antimicrobial Lighting – Flush Mount		EA	\$ 327.00	\$ -
3.22.1	Rotating Hinge Side Barrier (E350, E450, Chevy 3500 and Chevy 4500)		EA	\$ 1,725.00	\$ -
3.23.1	Sportworks Bike Rack		EA	\$ 3,227.00	\$ -
GRAND TOTAL					\$ -





Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.7.1	Alternate slip resistant sheet vinyl flooring		Per Vehicle	\$ 300.00	\$ -
3.8.1	Driver Safety Partition		Per Vehicle	\$ 210.00	\$ -
3.9.1	Powder-Coated handrails and stanchions (provide color options)		EA	\$ 300.00	\$ -
3.10.1	Remote controlled exterior mirrors		Per Vehicle	\$ 660.00	\$ -
3.11.1	Romeo Rim HELP bumper		Per Vehicle	\$ 593.00	\$ -
3.11.2	Hawkeye Reverse Assistance System		Per Vehicle	\$ 875.00	\$ -
3.11.3	Reverse camera and monitor backing system (OEM back-up camera is standard on minibus).		Per Vehicle	\$ 871.00	\$ -
3.11.4	Blind spot detection system		Per Vehicle	\$ 1,658.00	\$ -
3.11.5	Collision avoidance system		Per Vehicle	\$ 1,570.00	\$ -
3.13.1	Ricon Klear-View lift on cutaway buses		Per Vehicle	\$ 1,398.00	\$ -
3.13.2	Braun model NVL917IB lift on cutaway buses		Per Vehicle	\$ 490.00	\$ -
3.14.1	SURE-LOK Titan restraint system		Per Set	\$ (407.00)	\$ -
3.14.2	Q'straint QRT Max restraint system (for additional positions only)		Per Set	\$ 1,191.00	
3.15.1	Fogmaker complete turn-key automatic fire suppression system. (INCLUDED AS STANDARD EQUIPMENT IN BASE BID)		EA	Standard	
3.15.2	Amerex Small Vehicle System (SMVS) complete turn-key automatic fire suppression powder system		Per Vehicle	\$ 410.00	\$ -
3.15.3	Kidde complete turn-key automatic fire suppression system		Per Vehicle	\$ 615.00	\$ -
3.15.4.	TSI Nexus - 2 Camera		EA	\$ 5,435.00	\$ -
3.15.4.1	TSI Nexus - 3 Camera		EA	\$ 5,948.00	\$ -
3.15.4.2	TSI Nexus - 4 Camera		EA	\$ 6,980.00	\$ -
3.15.4.3	TSI Nexus - 5 Camera		EA	\$ 7,355.00	\$ -
3.15.4.4	TSI Nexus - 6 Camera		EA	\$ 7,773.00	\$ -
3.15.4.5	TSI Nexus - 8 Camera		EA	\$ 7,801.00	\$ -
3.15.4.6	TSI Nexus - Camera Options - SSD-NEX-2TB		EA	\$ 948.00	\$ -
3.15.4.7	TSI Nexus - Camera Options - SSD-NEX-4TB		EA	\$ 1,773.00	\$ -
3.15.4.8	TSI Nexus - Camera Options - SSD-NEX -8TB		EA	\$ 3,713.00	\$ -
3.15.4.9	TSI Nexus - Camera Options - TSIP - Camera - Spare/Extra Cam		EA	\$ 385.00	\$ -
3.15.4.10	TSI Nexus - Camera Options - TSI-Wireless Accesspoint Antenna and Mounting Bracket		EA	\$ 1,089.00	\$ -
3.15.4.11	TSI Nexus - Camera Options - Lockable Enclosure		EA	\$ 390.00	\$ -
3.15.4.12	Safe Fleet - 4 Camera System		EA	\$ 3,093.00	\$ -
3.15.4.13	Safe Fleet - 6 Camera System		EA	\$ 4,761.00	\$ -
3.15.4.14	Safe Fleet - 8 Camera System		EA	\$ 6,204.00	\$ -
3.15.4.16	Safe Fleet - Camera Options - SafeFleet 1TB Drive		EA	\$ 336.00	\$ -
3.15.4.17	Safe Fleet - Camera Options - SafeFleet 2 TB Drive		EA	\$ 464.00	\$ -
3.15.4.18	Safe Fleet - Camera Options - Camera - Non-IP		EA	\$ 392.00	\$ -
3.15.4.19	Safe Fleet - Camera Options - Camera - IP		EA	\$ 560.00	\$ -
3.16.1	Hand-held and hands-free public address (PA) system		EA	\$ 1,659.00	\$ -
3.17.1.A	Transign Roll Curtain Destination Sign – Front		EA	\$ 2,003.00	\$ -
3.17.1.B	Transign Roll Curtain Destination Sign - Side		EA	\$ 2,684.00	\$ -
3.17.1.C	Transign Roll Curtain Destination Sign -Per Destination Reading		EA	\$ 110.00	\$ -
3.17.2.A	Mobilite Front Sign		EA	\$ 3,377.00	\$ -
3.17.2.B	Mobilite Side Sign 14x72		EA	\$ 2,830.00	\$ -
3.17.2.C	Horizon Front Amber Sign		EA	\$ 7,304.00	\$ -
3.17.2.D	Horizon Side Amber Sign		EA	\$ 2,962.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.17.2.E	Smart Series Front Sign 16x160 Amber		EA	\$ 7,514.00	\$ -
3.17.2.F	Smart Series Side Sign 8x96 Side Sign		EA	\$ 3,537.00	\$ -
3.21.3	Valeo Stand Alone UV light purifier		EA	\$ 4,492.00	\$ -
3.21.4	HEPA 2 with UV light		EA	\$ 1,985.00	\$ -
3.21.10	USSC 25ft and smaller Paratransit Van UVPHI-Photo Hydro Ionization		EA	\$ 7,365.00	\$ -
3.21.12.A	Code 3 Antimicrobial Lighting - Recessed		EA	\$ 733.00	\$ -
3.21.12.B	Code 3 Antimicrobial Lighting – Flush Mount		EA	\$ 327.00	\$ -
3.22.1	Rotating Hinge Side Barrier (E350, E450, Chevy 3500 and Chevy 4500)		EA	\$ 1,725.00	\$ -
3.23.1	Sportworks Bike Rack		EA	\$ 3,227.00	\$ -
GRAND TOTAL					\$ -

## EXHIBIT 8

## ORDER FORM

CONTRACT #TRIPS-22-CA-MB-LF-MBA

Standard Cutaway and Minibus Chassis Type Transit Vehicles

Matthews Bus

			Ford E450 7.3L		
			Coach & Equipment		
			16A/2WC Cutaway		
GVWR			14,500		
Length in feet			26		
Useful Life			5 Years/200,000 Miles		
Description	Quantity	UOM	Unit Cost	Extended Cost	
Ford E450 7.3L, Coach & Equipment, Cutaway 26		EA	\$ 115,282.00	\$ -	
Standard Seats		Per Person	\$ 775.00	\$ -	
Fold-Away Seats		Per Person	\$ 728.00	\$ -	
Children s Seat		Per Person	\$ 1,626.00	\$ -	
Paint Scheme 1		EA	\$ 996.00	\$ -	
Paint Scheme 2		EA	\$ 932.00	\$ -	
Paint Scheme 3		EA	\$ 6,928.00	\$ -	
Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.1.2	Compressed Natural Gas (CNG) or Alternative Fuel Engine meeting current EPA requirements Size:41GGE Make: Roush Manufacturer: Roush		Per Vehicle	\$ 26,514.00	\$ -
3.1.3	Alternative Fuels, Roush 64 GGE LPG Package Ford E Series		Per Vehicle	\$ 32,368.00	\$ -
3.2.1	MoRYde RSX rear suspension system		Per Vehicle	\$ 2,700.00	\$ -
3.2.2	Kelderman 2-Stage Rear Air Suspension		Per Vehicle	\$ 8,787.00	\$ -
3.3.2	Stainless steel wheel liners / inserts, front and rear wheels		Per Vehicle	\$ 546.00	\$ -
3.4.1	Freedman Featherweight High Back rigid frame seats (per seat)		Per Person	\$ 603.00	\$ -
3.4.2	Freedman seat upholstery material provided by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 41.00	\$ -
3.4.3	Freedman Featherweight with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 414.00	\$ -
3.4.7	Extend the length of the standard seat belts provided		EA	\$ 50.00	\$ -
3.5.1	USSC Evolution G2E with pedestal		Per Vehicle	\$ 3,237.00	\$ -
3.5.2	Freedman Sport Driver seat with Relaxor		Per Vehicle	\$ 1,186.00	\$ -
3.5.3	Recaro Ergo LXS driver's seat		Per Vehicle	\$ 2,350.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.6.1	A Flat-Floor option		Per Vehicle	\$ 1,895.00	\$ -
3.7.1	Alternate slip resistant sheet vinyl flooring		Per Vehicle	\$ 300.00	\$ -
3.8.1	Driver Safety Partition		Per Vehicle	\$ 210.00	\$ -
3.9.1	Powder-Coated handrails and stanchions (provide color options)		EA	\$ 300.00	\$ -
3.10.1	Remote controlled exterior mirrors		Per Vehicle	\$ 660.00	\$ -
3.11.1	Romeo Rim HELP bumper		Per Vehicle	\$ 593.00	\$ -
3.11.2	Hawkeye Reverse Assistance System.		Per Vehicle	\$ 875.00	\$ -
3.11.3	Reverse camera and monitor backing system (OEM back-up camera is standard on minibus)		Per Vehicle	\$ 871.00	\$ -
3.11.4	Blind spot detection system		Per Vehicle	\$ 1,658.00	\$ -
3.11.5	Collision avoidance system		Per Vehicle	\$ 1,570.00	\$ -
3.13.1	Ricon Klear-View lift on cutaway buses		Per Vehicle	\$ 1,398.00	\$ -
3.13.2	Braun model NVL9171B lift on cutaway buses		Per Vehicle	\$ 490.00	\$ -
3.14.1	SURE-LOK Titan restraint system		Per Set	\$ (407.00)	\$ -
3.14.2	Q'straint QRT Max restraint system (for additional positions only)		Per Set	\$ 1,191.00	\$ -
3.15.1	Fogmaker complete turn-key automatic fire suppression system. (INCLUDED AS STANDARD EQUIPMENT IN BASE BID)		EA	Standard	
3.15.2	Amerex Small Vehicle System (SMVS) complete turn-key automatic fire suppression powder system.		Per Vehicle	\$ 410.00	\$ -
3.15.3	Kidde complete turn-key automatic fire suppression system.		Per Vehicle	\$ 615.00	\$ -
3.15.4.	TSI Nexus - 2 Camera		EA	\$ 5,435.00	\$ -
3.15.4.1	TSI Nexus - 3 Camera		EA	\$ 5,948.00	\$ -
3.15.4.2	TSI Nexus - 4 Camera		EA	\$ 6,980.00	\$ -
3.15.4.3	TSI Nexus - 5 Camera		EA	\$ 7,355.00	\$ -
3.15.4.4	TSI Nexus - 6 Camera		EA	\$ 7,773.00	\$ -
3.15.4.5	TSI Nexus - 8 Camera		EA	\$ 7,801.00	\$ -
3.15.4.6	TSI Nexus - Camera Options - SSD-NEX-2TB		EA	\$ 948.00	\$ -
3.15.4.7	TSI Nexus - Camera Options - SSD-NEX-4TB		EA	\$ 1,773.00	\$ -
3.15.4.8	TSI Nexus - Camera Options - SSD-NEX -8TB		EA	\$ 3,713.00	\$ -
3.15.4.9	TSI Nexus - Camera Options - TSIP - Camera - Spare/Extra Cam		EA	\$ 385.00	\$ -
3.15.4.10	TSI Nexus - Camera Options - TSI-Wireless Accesspoint Antenna and Mounting Bracket		EA	\$ 1,089.00	\$ -
3.15.4.11	TSI Nexus - Camera Options - Lockable Enclosure		EA	\$ 390.00	\$ -
3.15.4.12	Safe Fleet - 4 Camera System		EA	\$ 3,093.00	\$ -
3.15.4.13	Safe Fleet - 6 Camera System		EA	\$ 4,761.00	\$ -
3.15.4.14	Safe Fleet - 8 Camera System		EA	\$ 6,204.00	\$ -
3.15.4.16	Safe Fleet - Camera Options - SafeFleet 1TB Drive		EA	\$ 336.00	\$ -
3.15.4.17	Safe Fleet - Camera Options - SafeFleet 2 TB Drive		EA	\$ 464.00	\$ -
3.15.4.18	Safe Fleet - Camera Options - Camera - Non-IP		EA	\$ 392.00	\$ -
3.15.4.19	Safe Fleet - Camera Options - Camera - IP		EA	\$ 560.00	\$ -
3.16.1	Hand-held and hands-free public address (PA) system		EA	\$ 1,659.00	\$ -
3.17.1.A	Transign Roll Curtain Destination Sign – Front		EA	\$ 2,003.00	\$ -
3.17.1.B	Transign Roll Curtain Destination Sign - Side		EA	\$ 2,684.00	\$ -
3.17.1.C	Transign Roll Curtain Destination Sign -Per Destination Reading		EA	\$ 110.00	\$ -
3.17.2.A	Mobilite Front Sign		EA	\$ 3,377.00	\$ -
3.17.2.B	Mobilite Side Sign 14x72		EA	\$ 2,830.00	\$ -
3.17.2.C	Horizon Front Amber Sign		EA	\$ 7,304.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.17.2.D	Horizon Side Amber Sign		EA	\$ 2,962.00	\$ -
3.17.2.E	Smart Series Front Sign 16x160 Amber		EA	\$ 7,514.00	\$ -
3.17.2.F	Smart Series Side Sign 8x96 Side Sign		EA	\$ 3,537.00	\$ -
3.21.3	Valeo Stand Alone UV light purifier		EA	\$ 4,492.00	\$ -
3.21.4	HEPA 2 with UV light		EA	\$ 1,985.00	\$ -
3.21.10	USSC 25ft and smaller Paratransit Van UVPHI--Photo Hydro Ionization		EA	\$ 7,365.00	\$ -
3.21.12.A	Code 3 Antimicrobial Lighting - Recessed		EA	\$ 733.00	\$ -
3.21.12.B	Code 3 Antimicrobial Lighting – Flush Mount		EA	\$ 327.00	\$ -
3.22.1	Rotating Hinge Side Barrier (E350, E450, Chevy 3500 and Chevy 4500)		EA	\$ 1,725.00	\$ -
3.23.1	Sportworks Bike Rack		EA	\$ 3,227.00	\$ -
GRAND TOTAL					\$

**EXHIBIT 8**  
**ORDER FORM**  
**CONTRACT #TRIPS-22-CA-MB-LF-MBA**  
**Standard Cutaway and Minibus Chassis Type Transit Vehicles**  
**Matthews Bus**

Contact Information					
Agency Name:					
Date:					
PO Number:					
Name:					
Telephone Number:					
Email Address:					
Form Effective Date:					
Chassis Make					
Model					
Vehicle Style					
GVWR	14500				
Length in feet	26				
Useful Life	5 Years/200,000 Miles				
Description	Quantity	UOM	Unit Cost	Extended Cost	
Ford E450 7.3L, Coach & Equipment, Cutaway 26		EA	\$ 115,840.00	\$ -	
Standard Seats		Per Person	\$ 775.00	\$ -	
Fold-Away Seats		Per Person	\$ 728.00	\$ -	
Children s Seat		Per Person	\$ 1,626.00	\$ -	
Paint Scheme 1		EA	\$ 996.00	\$ -	
Paint Scheme 2		EA	\$ 932.00	\$ -	
Paint Scheme 3		EA	\$ 6,928.00	\$ -	
Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.1.2	Compressed Natural Gas (CNG) or Alternative Fuel Engine meeting current EPA requirements Size:41GGE Make: Roush Manufacturer: Roush		Per Vehicle	\$ 26,514.00	\$ -
3.1.3	Alternative Fuels, Roush 64 GGE LPG Package Ford E Series		Per Vehicle	\$ 32,368.00	\$ -
3.2.1	MoRYde RSX rear suspension system		Per Vehicle	\$ 2,700.00	\$ -
3.2.2	Kelderman 2-Stage Rear Air Suspension		Per Vehicle	\$ 8,787.00	\$ -
3.3.2	Stainless steel wheel liners / inserts, front and rear wheels		Per Vehicle	\$ 546.00	\$ -
3.4.1	Freedman Featherweight High Back rigid frame seats		Per Person	\$ 603.00	\$ -
3.4.2	Freedman seat upholstery material provided by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 41.00	\$ -
3.4.3	Freedman Featherweight with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal		Per Person	\$ 414.00	\$ -
3.4.7	Extend the length of the standard seat belts provided		EA	\$ 50.00	\$ -
3.5.1	USSC Evolution G2E with pedestal		Per Vehicle	\$ 3,237.00	\$ -
3.5.2	Freedman Sport Driver seat with Relaxor		Per Vehicle	\$ 1,186.00	\$ -
3.5.3	Recaro Ergo LXS driver's seat		Per Vehicle	\$ 2,350.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.6.1	A Flat-Floor option		Per Vehicle	\$ 1,895.00	\$ -
3.7.1	Alternate slip resistant sheet vinyl flooring		Per Vehicle	\$ 300.00	\$ -
3.8.1	Driver Safety Partition		Per Vehicle	\$ 210.00	\$ -
3.9.1	Powder-Coated handrails and stanchions (provide color options)		EA	\$ 300.00	\$ -
3.10.1	Remote controlled exterior mirrors		Per Vehicle	\$ 660.00	\$ -
3.11.1	Romeo Rim HELP bumper		Per Vehicle	\$ 593.00	\$ -
3.11.2	Hawkeye Reverse Assistance System		Per Vehicle	\$ 875.00	\$ -
3.11.3	Reverse camera and monitor backing system (OEM back-up camera is standard on minibus)		Per Vehicle	\$ 871.00	\$ -
3.11.4	Blind spot detection system		Per Vehicle	\$ 1,658.00	\$ -
3.11.5	Collision avoidance system		Per Vehicle	\$ 1,570.00	\$ -
3.13.1	Ricon Klear-View lift on cutaway buses		Per Vehicle	\$ 1,398.00	\$ -
3.13.2	Braun model NVL9171B lift on cutaway buses		Per Vehicle	\$ 490.00	\$ -
3.14.1	SURE-LOK Titan restraint system		Per Set	\$ (407.00)	\$ -
3.14.2	Q'straint QRT Max restraint system (for additional positions only)		Per Set	\$ 1,191.00	\$ -
3.15.1	Fogmaker complete turn-key automatic fire suppression system. (INCLUDED AS STANDARD EQUIPMENT IN BASE BID)			Standard	
3.15.2	Amerex Small Vehicle System (SMVS) complete turn-key automatic fire suppression powder system		Per Vehicle	\$ 410.00	\$ -
3.15.3	Kidde complete turn-key automatic fire suppression system		Per Vehicle	\$ 615.00	\$ -
3.15.4.	TSI Nexus - 2 Camera		EA	\$ 5,435.00	\$ -
3.15.4.1	TSI Nexus - 3 Camera		EA	\$ 5,948.00	\$ -
3.15.4.2	TSI Nexus - 4 Camera		EA	\$ 6,980.00	\$ -
3.15.4.3	TSI Nexus - 5 Camera		EA	\$ 7,355.00	\$ -
3.15.4.4	TSI Nexus - 6 Camera		EA	\$ 7,773.00	\$ -
3.15.4.5	TSI Nexus - 8 Camera		EA	\$ 7,801.00	\$ -
3.15.4.6	TSI Nexus - Camera Options - SSD-NEX-2TB		EA	\$ 948.00	\$ -
3.15.4.7	TSI Nexus - Camera Options - SSD-NEX-4TB		EA	\$ 1,773.00	\$ -
3.15.4.8	TSI Nexus - Camera Options - SSD-NEX -8TB		EA	\$ 3,713.00	\$ -
3.15.4.9	TSI Nexus - Camera Options - TSIP - Camera - Spare/Extra Cam		EA	\$ 385.00	\$ -
3.15.4.10	TSI Nexus - Camera Options - TSI-Wireless Accesspoint Antenna and Mounting Bracket		EA	\$ 1,089.00	\$ -
3.15.4.11	TSI Nexus - Camera Options - Lockable Enclosure		EA	\$ 390.00	\$ -
3.15.4.12	Safe Fleet - 4 Camera System		EA	\$ 3,093.00	\$ -
3.15.4.13	Safe Fleet - 6 Camera System		EA	\$ 4,761.00	\$ -
3.15.4.14	Safe Fleet - 8 Camera System		EA	\$ 6,204.00	\$ -
3.15.4.16	Safe Fleet - Camera Options - SafeFleet 1TB Drive		EA	\$ 336.00	\$ -
3.15.4.17	Safe Fleet - Camera Options - SafeFleet 2 TB Drive		EA	\$ 464.00	\$ -
3.15.4.18	Safe Fleet - Camera Options - Camera - Non-IP		EA	\$ 392.00	\$ -
3.15.4.19	Safe Fleet - Camera Options - Camera - IP		EA	\$ 560.00	\$ -
3.16.1	Hand-held and hands-free public address (PA) system		EA	\$ 1,659.00	\$ -
3.17.1.A	Transign Roll Curtain Destination Sign – Front		EA	\$ 2,003.00	\$ -
3.17.1.B	Transign Roll Curtain Destination Sign - Side		EA	\$ 2,684.00	\$ -
3.17.1.C	Transign Roll Curtain Destination Sign -Per Destination Reading		EA	\$ 110.00	\$ -
3.17.2.A	Mobilite Front Sign		EA	\$ 3,377.00	\$ -
3.17.2.B	Mobilite Side Sign 14x72		EA	\$ 2,830.00	\$ -
3.17.2.C	Horizon Front Amber Sign		EA	\$ 7,304.00	\$ -

Item No	Description	Quantity	UOM	Unit Cost	Extended Cost
3.17.2.D	Horizon Side Amber Sign		EA	\$ 2,962.00	\$ -
3.17.2.E	Smart Series Front Sign 16x160 Amber		EA	\$ 7,514.00	\$ -
3.17.2.F	Smart Series Side Sign 8x96 Side Sign		EA	\$ 3,537.00	\$ -
3.21.3	Valeo Stand Alone UV light purifier		EA	\$ 4,492.00	\$ -
3.21.4	HEPA 2 with UV light		EA	\$ 1,985.00	\$ -
3.21.10	USSC 25ft and smaller Paratransit Van UVPHI-Photo Hydro Ionization		EA	\$ 7,365.00	\$ -
3.21.12.A	Code 3 Antimicrobial Lighting - Recessed		EA	\$ 733.00	\$ -
3.21.12.B	Code 3 Antimicrobial Lighting – Flush Mount		EA	\$ 327.00	\$ -
3.22.1	Rotating Hinge Side Barrier (E350, E450, Chevy 3500 and Chevy 4500)		EA	\$ 1,725.00	\$ -
3.23.1	Sportworks Bike Rack		EA	\$ 3,227.00	\$ -
GRAND TOTAL					\$



**Exhibit 9 – Order Concurrence Form**

(on following pages)

**Order Concurrence Form**  
**TRIPS-22-CA-MB-LF**  
**Standard Cutaway and Minibus Chassis Type Transit Vehicles**  
**Delivery of Eleven or More Vehicles**

Date:	
Contractor:	
Agency:	
Purchase Order Number:	
Vehicle Description:	
Vehicle Price:	
Vehicle Quantity:	
Total Cost:	
Delivery Schedule:	

Upon acceptance of this form, the Contractor and Purchaser are of the understanding that this form is now an Attachment under the above referenced Purchase Order and is binding under TRIPS-22-CA-MB-LF Standard Cutaway and Chassis Type Transit Vehicles. If delivery is not met, liquidated damages may be invoked.

<b>Contractor Confirmation</b>	
Signature:	
Contact Person:	
Title:	
Phone:	
Email:	
<b>Purchaser Confirmation</b>	
Signature:	
Contact Person:	
Title:	
Phone:	
Email:	