

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20021205

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Project # PB030072, the utilization (piggyback) of the Florida Department of Transportation (FDOT) (Public Transit Office) Bid # FVPP-02-CA-2 which has gone through their competitive bidding process, for the purchase of eight ADA Vans (22 feet in length) from Transit Plus Inc. at the price of \$52,072.00 each for a grand total price of \$416,576.00 for the eight vans for the Lee County Transit Division.

**WHY ACTION IS NECESSARY:** Section 11.0.3.1 of the Lee County Purchasing & Payment Procedures Manual exempts the purchase of equipment that has gone through the Administrative Code Procedure, such as State Contracts or Federal General Services Administration Schedules, providing the purchase does not exceed \$50,000. Since this purchase would exceed \$50,000, Board approval is required.

**WHAT ACTION ACCOMPLISHES:** By utilizing the Florida Department of Transportation bid, Lee County Transit will be able to have the vans built and delivered in a timely fashion, thus allowing Lee Tran to continue to provide high quality paratransit service.

**2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #**

*C 6 B*

**3. MEETING DATE:**

*11-5-02*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:  
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. AC-4-1
- CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT \_\_\_\_\_
- C. DIVISION Transit

BY: Steven Myers

**7. BACKGROUND:** On October 11, 2002, the Division of Purchasing received a request from the Lee County Transit Division to utilize (piggyback) Bid # FVPP-02-CA-2 established by the Florida Department of Transportation with Transit Plus Inc. for the purchase of eight ADA equipped vans (22 feet in length).

The Division of Purchasing has reviewed and verified both the specifications used and the award information. Permission for Florida Transit Agencies to utilize the Florida Department of Transportation Bid was included in their specifications

(BACKGROUND CONTINUED ON PAGE TWO)

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Steven Myers</i> 10/18/02	<i>Janet Shickel</i> 10-17-02 <i>E. Pflaum</i>	N/A		<i>KJ</i> 10/21/02 PM	OA 10/22/02	OM 10/22/02	Risk 10/23/02	GC 10/22/02	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>10/21/02</i>
Time: <i>1:38 pm</i>
Forwarded To:

RECEIVED BY COUNTY ADMIN. <i>PM</i>
<i>10-21-02</i>
<i>2:15</i>
COUNTY ADMIN. FORWARDED TO: <i>BL</i>
<i>10/25/02</i>

**(BACKGROUND CONTINUED FROM PAGE ONE)**

Therefore, approval is requested to utilize (piggyback) the Florida Department of Transportation Bid # FVPP-02-CA-2 for the purchase of eight ADA Vans (22 feet in length) from Transit Plus Inc. at the price of \$52,072.00 each for a grand total price of \$416,576.00 for the eight vans for the Lee County Transit Division.

This purchase is 100% federally funded by the Federal Transit Administration.

Account # KI45440148640.506430  
Transit Division, Fixed Route, Capital Fund, Vehicles and Rolling Stock

ATTACHMENTS: (1) Department Request to Piggyback  
(2) Florida Department of Transportation's Specifications  
(3) Transit Plus Inc.'s Submitted Quote to FDOT  
(4) Price Quote from Transit Plus Inc. for the eight vans for Lee Tran

# ATTACHMENT #1

**From:** Susan Riley  
**To:** Pflaumer, Earl  
**Date:** 10/11/02 3:43PM  
**Subject:** FY 03 ADA Vehicle Procurement

Attached are the technical specifications to piggyback off the State bid for the purchase of 8 ADA Vans for \$52,072.00 each for a total cost of \$416,576.00. This purchase is grant funded by the Federal Transit Administration at 100%. Please proceed with a blue sheet for BOCC approval to purchase these ADA Vans from Transit Plus.

Funds have been budgeted in KI45440148640.506430 (Transit, Fixed Route, Capital Fund, Vehicles and Rolling Stock)

Susan Riley, Fiscal Officer  
Lee County Transit  
6035 Idlewild Road  
Ft. Myers, FL 33907  
[Rileysp@leegov.com](mailto:Rileysp@leegov.com)  
Phone 941-277-5012 x2231  
Fax 941-277-5011

## PURCHASING AGREEMENT # FVPP-02-CA-2

### GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS

#### 1.1 SCOPE

Notice is hereby given that the Florida Vehicle Procurement Program (FVPP) will establish a statewide Purchasing Agreement between Florida transit agencies, hereby known as the "purchasers", and **Transit Plus**, hereby/also known as the "contractor", for the manufacture and delivery of 2002 model year:

#### **CHAMPION 22' AND 25' CUTAWAY TYPE BUSES (BODY ON CHASSIS)**

In accordance with the terms and conditions set forth below.

Minimum and maximum quantities are established as follows:

<u>MIN</u>	<u>MAX</u>
<u>0</u>	<u>500</u>

These numbers reflect the immediate and foreseeable needs of agencies within Florida and were determined by using the most recent state of Florida Program of Projects, historical data from previous FVPP Purchasing Agreements, and Agency(s) vehicle replacement schedules. All or part of the quantity of vehicles stated herein may be assigned to other public transit agencies desiring to purchase the same equipment specified in **Part 2** of this solicitation.

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

The FVPP will have an option for the Purchasing Agreement for four succeeding chassis production years. Any optional Purchasing Agreements shall be subject to the same pricing, terms and conditions of the original Purchasing Agreement. However, a chassis model price increase will be allowed when a model year change is specific to the automotive or bus industry. Transit Plus 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 Transit Plus. Transit Plus must submit the request and all necessary documentation to the FVPP Program Administrator. Transit Plus may request an increase in the second stage production costs after, or in conjunction with, the chassis increase request being received by the FVPP Program Administrator. The FVPP will compute the second stage costs

utilizing the formula explained in Exhibit 5, applied to a standard bus. For the purposes of this computation, a standard bus will be a 22 or 25 foot base vehicle with seating for 14 passengers, 2 wheelchair positions and a wheelchair lift. A final annual adjustment will then be authorized after combining the chassis increase with the second stage increase, if any. The date found on the Manufacturer's letter, stating the new chassis cost, shall be the month used as the future Recomp month as described in Exhibit 5.

Within ten (10) working days of written notification of intent to award, Transit Plus shall submit to the FVPP, a performance bond in the amount of \$500,000.00. Issuance of a surety by any insurance company requires that the selected insurer have an agent, or resident office in the State of Florida. Return of the performance bond shall be upon delivery and acceptance of all goods and services procured under this Purchasing Agreement. The performance bond will be held throughout the period of performance (up to five years inclusive of option years).

Acceptance in writing by any Purchaser of the offer to furnish any or all of the units therein, shall constitute a contract between Transit Plus and that Purchaser only, and implies no duties or responsibilities on the part of the FVPP or the FDOT. The terms and conditions of said contract are to be administered and enforced by and between the Purchaser and Transit Plus. The Purchaser is responsible for: providing Transit Plus with the properly completed forms and order information; resolution of issues relating to liquidated damages, late payment penalties, etc; and adhering to the terms and conditions regarding Final Acceptance and Terms of Payment as stated in the Purchasing Agreement.

The FDOT and FVPP are responsible, and have an obligation to, oversee the proper use of Federal and State grant monies; to ensure that all Federal, State and Purchasing Agreement requirements and certifications are met; monitor warranty and dealer services; conduct on-line and/or dealer inspections and intercede on behalf of the Purchasers.

This contract shall include the following that are incorporated herein:

- Part 1** - General Requirements & Conditions, Contractual Provisions
- Part 2** - Technical Specifications
- Part 3** - Options
- Part 4** - Quality Assurance Provisions
- Part 5** - Warranty Provisions
- Part 6** - Paint Schemes

### Training

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

Driver Orientation/Certification	8 hours @ 5 locations annually
Air Conditioning/Certification	4 hours @ 5 locations annually
Wheelchair Lift/Certification	4 hours @ 5 locations annually
Securement Device/Certification	4 hours @ 5 locations annually
Maintenance Familiarization	8 hours @ 5 locations annually

### 1.13 WITHDRAWAL OF PROPOSAL

After the proposals are opened, the proposals may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal submission; however, proposals may be modified or withdrawn by the proposer's authorized representative in person or by written notice. If the proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written or telegraphic notices shall be received in the office designated in Section 1.1 no later than the exact date/time for the proposal opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date/time set for the proposal opening shall be considered if such a message is confirmed by a copy of the telegram.

### 1.14 AWARD PROCEDURE

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

### 1.15 PROPOSER QUALIFICATION

Transit Plus certifies that it is a firm, or corporation that:

- a. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this Purchasing Agreement.

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

## **GENERAL REQUIREMENTS AND CONDITIONS**

### **1.17 DELIVERY AND ACCEPTANCE**

- a. Completed units are to be delivered to purchaser within one hundred and twenty (120) days from receipt of chassis or purchase order, whichever occurs last.
- b. All vehicles shall be routed through the FVPP inspection facility, located in Tallahassee, for an inspection by the FVPP inspection team prior to any purchaser taking delivery of any vehicle through this contract. Upon completion of the inspection, a report of any defects/non compliance items will be forwarded to Transit Plus, CUTR, FDOT and the purchaser. This inspection does not supplant the contractor’s requirement to perform its own Pre-Delivery inspection.
- c. Upon completion of a Pre-Delivery Inspection, Transit Plus will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the purchaser and the FDOT District Office a minimum of 48 hours in advance to arrange a delivery time. The name, address, telephone number, and contact person for each FDOT District Office is listed in Part 1, Exhibit 3.
- d. 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.

- e. Transit Plus shall assume all costs and responsibility incident to said delivery to purchaser.
- f. 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:
  - 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)
- g. If any of the items listed above are missing, defective, altered, incorrect, incomplete, etc., the vehicle will be automatically rejected. Part I, Exhibit 4 contains a list of the minimum required items at delivery.
- h. 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 Transit Plus, provided vehicles were delivered to said carrier in ample time for delivery within normal operating conditions. Odometer readings cannot exceed 2,000 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 2,000 miles. Under NO circumstances are tow vehicles to be attached to any buses.
- i. In case delivery of completed units under this Purchasing Agreement shall be necessarily delayed because of weather, strike, injunctions, government controls, or by reason of any cause or circumstances beyond control of Transit Plus, 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.
- j. 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.

- k. The FDOT reserves the right to require that some vehicles be weighed by Transit Plus at Florida Department of Agriculture certified scales prior to delivery to purchaser. If required, Contractor shall upon delivery, provide to purchaser weight certification receipts showing individual gross axle weights and overall gross vehicle weight.
- l. Any vehicle delivered by Transit Plus that does not comply with specifications, conditions, and requirements shall be considered not accepted.
- m. 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 Transit Plus 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.
- n. Delivery of vehicle(s) by Transit Plus does not constitute acceptance by the Purchaser. Vehicle(s) shall be considered "accepted" upon the inspection by the Purchaser and the issuance of a "Letter of Acceptance" to Transit Plus. 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 Transit Plus prior to placing vehicle into revenue service.
- o. Acceptance of the vehicles shall not release Transit Plus from liability for faulty workmanship or materials.

### **1.18 FEDERAL AND STATE TAX**

The Purchaser's are exempt from payment of Federal Excise Tax and Florida State Tax. Said taxes must not be included in the vehicle 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 purchasing agreement, and which by terms of the tax law, may be passed directly to a Purchaser, will be paid by the Purchaser. Such taxes, as may be included, must be identified as to amount(s) and type of tax.

### **1.19 ON-LINE INSPECTIONS**

The FVPP reserves the right to perform an on-line inspection of any vehicles procured as a result of this purchasing agreement. If any defective or non-compliance items are found during the on-line inspection, the FVPP may choose to perform subsequent on-line inspections at a date agreeable to both parties.

### **1.20 INDEMNIFICATION**

Transit Plus must agree to save, keep, and bear harmless and fully indemnify any Purchaser and any of its officers, or FVPP 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 purchasing agreement coordinators, of articles supplied under contract, arising from this purchasing agreement and which a Purchaser gives Transit Plus notice in writing of any such claims or suit and provides necessary cooperation for the defense of said claim or suit.

### **1.21 MOTOR VEHICLE SAFETY STANDARDS**

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

### **1.22 LIQUIDATED DAMAGES**

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

### **1.23 PARTS AND MANUALS**

A supply of replacement parts for the vehicles specified must be guaranteed by Transit Plus for a ten-year period from date of purchase.

Transit Plus shall provide Purchaser with complete wiring diagrams for the entire vehicle, a current service manual and a current parts manual. These should be provided for each vehicle with a maximum of two (2) sets per Purchaser if they are purchasing more than two (2) vehicles. One (1) Operator's Manual shall be provided for each vehicle, regardless of the number of vehicles ordered by a given Purchaser. A list of any special tools or equipment will also be provided. The supplied operator's and maintenance manuals and wiring diagrams shall incorporate the options ordered on purchaser's vehicles.

#### **1.24 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 prior to the first bus being delivered as a result of this purchasing agreement.

#### **1.25 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.

**Transit Plus shall be responsible for applying for Title and purchasing a license tag on behalf of the Purchaser.**

### **CONTRACTUAL PROVISIONS**

#### **1.26 FEDERAL TRANSIT ADMINISTRATION FUNDING**

This contract is subject to financial reimbursement by the Federal Transit Administration. Accordingly, federal requirements may apply to that contract and if those requirements change then the changed requirements shall apply as required.

#### **1.27 INCLUSION OF PROVISIONS**

All provisions stated in this purchasing agreement and Vehicle Specifications, including any addenda, shall be considered to be included in the contract between the Purchaser(s) and Transit Plus

#### **1.28 REQUIREMENTS OF CONTRACTOR**

- a. Compliance With Regulations  
Transit Plus, shall comply with regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), as incorporated by reference and made a part of this Purchasing Agreement.
- b. Nondiscrimination  
Transit Plus, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, national origin or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Transit Plus shall not participate either directly or indirectly in the discrimination prohibited by the regulations, including employment practices.
- c. Equal Employment Opportunity  
In connection with the execution of this Purchasing Agreement, Transit Plus shall not discriminate against any employee or applicant for employment because of disability, race, religion, color, sex, or national origin. Transit Plus shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their disability, race, religion color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.
- d. Solicitations From Subcontracts, Including Procurement of Materials And Equipment  
In all solicitations either by competitive proposals or negotiation made by Transit Plus for work to be performed under this Purchasing Agreement, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Transit Plus of the obligations relative to nondiscrimination on the grounds of disability, race, color, sex, religion, or national origin.
- e. Information and Reports  
Transit Plus shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit reasonable access to all its books, records, accounts, other sources of information, and its facilities as may be determined by the Program Administrator to be pertinent to ascertain compliance with said regulations, orders, and

instructions. Included in this information shall be the manufacturer's certification of compliance with Federal Motor Vehicle Safety Standards, or if inapplicable, a written statement documenting that these standards do not apply.

Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Transit Plus shall so certify to the Program Administrator, as appropriate, and shall set forth that efforts have been made to obtain the information.

f. Sanctions For Noncompliance

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

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

**1.29 BUY AMERICA**

Transit Plus agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

**1.30 CARGO PREFERENCE-USE OF UNITED STATES-FLAG VESSELS**

Transit Plus agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the

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

### **1.31 ENERGY CONSERVATION**

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

### **1.32 CLEAN WATER**

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

### **1.33 BUS TESTING**

Transit Plus, and Champion, agree to comply with 49 U.S.C. A 5323© and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- b. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

#### **1.34 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

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

- a. Buy America Requirements: Transit Plus shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If Transit Plus and Champion certify compliance with Buy America, they shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b. Specification Requirements: Transit Plus shall submit evidence that it will be capable of meeting the purchasing agreement specifications.
- c. Federal Motor Vehicle Safety Standards (FMVSS): Transit Plus shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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

Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **1.36 ACCESS TO RECORDS AND REPORTS**

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

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(l), Transit Plus agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Transit Plus which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to Transit Plus's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and records of Transit Plus which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions.



- d. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive proposing, Transit Plus shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- e. Transit Plus agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f. Transit Plus agrees to maintain all books, records, accounts and reports required under this Purchasing Agreement for a period of not less than three years after the date of termination or expiration of this Purchasing Agreement, except in the event of litigation or settlement of claims arising from the performance of this Purchasing Agreement, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(l)(11).

### **1.37 FEDERAL CHANGES**

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

### **1.38 CLEAN AIR**

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

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

### **1.39 RECYCLED PRODUCTS**

Transit Plus agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **1.40 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. **Overtime requirements** - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section Transit Plus and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. **Withholding for unpaid wages and liquidated damages** - The purchaser(s) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Transit Plus or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts** - Transit Plus or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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

#### **1.41 NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

Transit Plus agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **1.42 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- a. Transit Plus acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its

actions pertaining to this Project. Upon execution of the underlying Purchasing Agreement, Transit Plus certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Purchasing Agreement or the FTA assisted project for which this Purchasing Agreement work is being performed. In addition to other penalties that may be applicable, Transit Plus 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 Transit Plus to the extent the Federal Government deems appropriate.

- b. Transit Plus also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Transit Plus, to the extent the Federal Government deems appropriate.
- c. Transit Plus agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **1.43 TERMINATION**

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

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

- a. By signing this purchasing agreement, the lower tier participant is providing the signed certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the FVPP may pursue available remedies, including suspension and/or debarment.
- c. The lower tier participant shall provide immediate written notice to the FVPP if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- a. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the FVPP for assistance in obtaining a copy of those regulations.
- b. The lower tier participant agrees by signing this purchasing agreement that, should a covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the FVPP.
- c. The lower tier participant further agrees by signing this purchasing agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- d. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- e. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a

participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under Paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the FVPP may pursue available remedies including suspension and/or debarment.

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

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

**1.46 CIVIL RIGHTS**

The following requirements apply to the underlying contract:

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Transit Plus agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Transit Plus agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Transit Plus agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Transit Plus agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Transit Plus agrees to comply with any implementing requirements FTA may issue.

- (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Transit Plus agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Transit Plus agrees to comply with any implementing requirements FTA may issue.
- (3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Transit Plus agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Transit Plus agrees to comply with any implementing requirements FTA may issue.

- c. Transit Plus also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **1.47 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, Transit Plus 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 FVPP and Transit Plus 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 thereunder 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 FVPP or Transit Plus 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 thereunder, except as may be specifically agreed in writing.

#### **1.48 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

It is the policy of the FVPP that Disadvantaged Business enterprises as defined in 49 CFR part 23 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 part 23 apply to this agreement.

The FVPP Program Administrator on behalf of the Purchasers, or their Contractor, agree to ensure Disadvantaged Business Enterprises as defined in 49 CFR part 23 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 part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The FVPP Program Administrator on behalf of the Purchasers and their Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

#### **1.49 STATE AND LOCAL LAW DISCLAIMER**

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



**1.50 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Transit Plus shall not perform any act, fail to perform any act, or refuse to comply with any grantees' requests that would cause the grantee to be in violation of the FTA terms and conditions.

**LIST OF EXHIBITS**

- 1.Pricing
- 2.Payment Terms
- 3.FDOT District Offices
- 4.Vehicle Delivery Checklist
- 5.Price Escalation Clause

# ATTACHMENT # 3

## **Transit Plus, Inc.**

58 West 9<sup>th</sup> Street  
Atlantic Beach, FL 32233

<http://www.TransitPlus.com>

**If you have any questions, contact  
David Morris:**

**(904) 241-6004 – Outside of Florida  
(800) 373-2143 – Within Florida**

**or via email at: [fvpp@TransitPlus.com](mailto:fvpp@TransitPlus.com)**

**EXHIBIT 1**  
**BASE VEHICLE PRICE**

ITEM	PRICE PER ITEM
22' Cutaway Type Vehicle	\$44,096.00
25' Cutaway Type Vehicle	\$46,446.00
TOTAL	\$

**SEATING**

ITEM	PRICE PER PERSON
Standard Seat	\$179.00
Flip-type Seat	\$251.00
Fold-away Seat	\$341.00
Children's Seat	\$165.00

**NO floor plans will be accepted that allows front mounted lift to prohibit access to rear ambulatory seating.**

**Seating Colors:** Purchasers may select gray, blue or tan

**Flooring Colors:** Purchasers may select black, gray, blue or tan

### PAINT SCHEME PRICES

ITEM	PRICE PER ITEM
Paint Scheme 1	\$448.00
Paint Scheme 2	\$448.00
Paint Scheme 3	\$448.00
<p>If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. <b>All paint scheme pricing shall reflect white base coat.</b></p>	

INDIVIDUAL PRICES OF OPTIONS

ITEM	DESCRIPTION	PRICE
3.1.1	Help Bumpers - Front	\$667.00
3.2.1	Help Bumpers - Rear	\$411.00
3.3.1	Altro Slip Resistant Flooring	\$895.00
3.5.1	Engine (Diesel) Size: <u>7.3L</u> Make: <u>Ford S.D.</u> Manufacturer:	\$3,300.00
3.5.2	Engine (Alt Fuel) Size: <u>5.4L</u> Make: <u>Ford</u> Manufacturer: CNG 176" Wheelbase	\$11,682.00
3.7.0	Aluminum Wheels (set of four)	\$1,250.00
3.8.1	Driver Seat A	\$446.00
3.8.2	Driver Seat B	\$435.00
3.12.0	Public Address System	\$231.00
3.13.1	Seat Belt Extensions (set of two)	\$14.00
3.14.1	AM/FM Radio	\$110.00
3.15.1	Electric Door	\$124.00
3.16.1	Retarder	\$4,280.00
3.17.1	Ricon W/C/L Model K2005 ADA	\$2,590.00
3.17.2	Braun W/C/L Model L917	\$2,614.00
3.17.3	Maxon W/C/L Model WL-6A3353	\$2,231.00
3.17.4	Sure-Lok restraint system (per position)	\$382.00
3.17.5	Q-Straint restraint system (per position)	\$476.00
3.18.0	Led Deceleration Light System - Diesel	\$531.00
3.19.0	Led Deceleration Light System - Gas	\$493.00
3.20.0	Breakaway Mirrors (standard equipment)	\$0.00
3.21.1	Access cover to fuel sending unit (standard equipment)	\$0.00
3.22.0	Flat Floor	\$414.00
3.23.0	Stainless Steel Wheel Inserts (set of four)	\$127.00
3.24.0	PennTex PX 6 Alternator (Diesel engine only)	\$0.00

EXHIBIT 2

**TERMS OF PAYMENT**

The following terms of payment are proposed:

1. **The agencies will submit their portion of the purchase price (local match) to Transit Plus upon delivery of vehicle.**
2. A 2% (24% per annum) service charge will be added to all past due accounts.
3. Total proposal price is based on payment terms of net sixty (60) days after acceptance of each vehicle. If Contractor has not received payment in full within the 60 day period following acceptance of vehicle, agencies will incur the 2% monthly service charge beginning on day 61.

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

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

TITLE \_\_\_\_\_

EXHIBIT 3

**FDOT DISTRICT OFFICES**

**Richard Shine**  
FDOT District One  
2295 Victoria Ave, Suite 292  
Fort Meyers, FL 33901  
941-461-4320

**Gwendolyn Pra**  
FDOT District Two  
1901 S. Marion Street  
Lake City, FL 32056  
904-360-5687

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

**Toby Wright**  
FDOT District Four  
3400 W. Commercial Blvd.  
Ft. Lauderdale, FL 33309  
954-777-4483

**Diane Poitras**  
FDOT District Five  
133 S. Semoran Blvd.  
Orlando, FL 32807  
407-482-7863

**Ike Mahmood**  
FDOT District Six  
1000 N. W. 11<sup>th</sup> Ave., Room 6207  
Miami, FL 33172  
305-377-5913

**Elba Lopez**  
FDOT District Seven  
11201 N. McKinley Dr.  
Tampa, FL 33612-6403

**EXHIBIT 4**

**VEHICLE DELIVERY CHECKLIST**

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

- Vehicle properly serviced, clean and in first class operating condition. Includes front end alignment, wheels balanced, unnecessary stickers removed
- ? Proper "Application for Registration"
- ? GVWR - either on Certificate of Origin or Registration
- ? Weight Certification receipt (if requested)
- ? Odometer Certification
- ? Wiring diagrams
- ? Service and 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



**EXHIBIT 5**

**Formula for computation of second stage price escalation:**

Escalation will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category 14130204, "Bus bodies sold on purchased chassis"\*\*, not seasonally adjusted. In no event will the prices for any purchase order 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.

<u>Index Point Change</u>	<b>EXAMPLES</b>
PPI Index: Future Recomp Month _____	141.1
Less PPI Index: Base Award Month _____	137.6
Equals Index Point Change _____	3.5

<u>Index Percent Change</u>	<b>EXAMPLES</b>
Index Point Change _____	3.5
Divided by PPI Index: Base Award Month _____	137.6
Equals _____	.0254
Results multiplied by 100 equals Percent Change _____	2.54%

Total price of standard bus = \$62,850.00  
 Minus cost of chassis = \$27,050.00  
 Equals total second stage = \$35,800.00

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

Certain Dollar Amount = 35,800 / 100 = 358

Price of second stage will change \$358.00 per 1 percent movement in the producer price index (PPI.)

In this example, 2.54% times \$358.00 = \$909.32 could be added to the total cost of add-ons per bus. Chassis increase would be added in separately per instructions in paragraph 1.2. Once recompilation of second stage pricing is completed, the last recomp month becomes the new award month.

\*\*If discontinued, Category 1413, "Truck and bus bodies" will be used.

**NOTE: THESE FIGURES FOR ILLUSTRATIVE PURPOSES ONLY.**



October 3, 2002

Larry Ralston  
LeeTran  
6035 Idlewild Road  
Ft. Meyers, FL 33907

Dear Larry:

I have attached a completed order form for eight vehicles configured in the same manner as your previous two. You will note the only difference is that while supplies last, our 2002-year model diesel chassis's have been reduced by \$2,000.00 each. When supplies of 2002's have been depleted we will then begin building on 2003-year model year chassis's. We do not anticipate any price increase for 2003-year model vehicles sold under this contract, however the diesel price will return to \$ 3,303.00 rather than the discounted \$ 1,303.00 reflected on this order form

It has been a pleasure meeting and working with you and your staff at LeeTran. I would like to convey our sincere gratitude for your business in the past and your continued business.

Respectfully,

A handwritten signature in black ink, appearing to read "David Morris", is written over a horizontal line.

David Morris, FVPP Contract Administrator  
Transit Plus, Inc.

LEE COUNTY TRANSIT  
PURCHASING REQUEST FORM

DATE: 10-4-02

VENDOR INFORMATION	REQUIRED REQUEST INFORMATION
VENDOR NUMBER _____	REQUESTED BY <u>LARRY Ralston</u>
NAME <u>Transit Plus</u>	APPROVAL SIGNATURE _____
ADDRESS <u>58 West 9th Street Atlantic Beach, FL</u>	DELIVERY INFORMATION _____
VENDOR CONTACT <u>David MORRIS</u>	PICK UP _____ DELIVER <input checked="" type="checkbox"/>
TELEPHONE NUMBER ( ) <u>1-800-373-2143</u>	SHIP TO: <u>LEE County Transit, Ft. Myers, FL</u>
HANDLED BY: FISCAL _____ DEPT _____	DATE REQUIRED <u>45 Days after P.O. ISSUED.</u>
REASON FOR PURCHASE <u>Purchase of New A.P.A. Paratransit Vans to Replace AGE/IMO VANS</u>	
SPECIAL INSTRUCTIONS _____	
BID/QUOTE # _____	CONTRACT # _____
APPROVAL DATE _____	BLUE SHEET/AGENDA # _____

ITEM/DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL	BUSINESS UNIT
<u>Ford F40 Super Duty</u>	<u>8</u>	<u>EA.</u>	<u>\$52,072.00</u>	<u>\$416,576.00</u>	K154401486 .50
<u>22 Foot Cutaway</u>					K154401486 .50
<u>PARATRANSIT VAN</u>					K154401486 .50
					K154401486 .50
					K154401486 .50
<u>.SHIPPING</u>					K154401486 .50
RPO # _____	ORDER DATE _____	GRAND TOTAL <u>416,576.00</u>			



Florida Department of Transportation  
Public Transit Office

Order Packet

**ORDER FORM**  
FVPP-02-CA-2 (22' and 25' Cutaway Type Vehicles)  
Transit Plus

8 vehicles

AGENCY NAME: Lee Trans DATE: \_\_\_\_\_ P.O.: \_\_\_\_\_

CONTACT PERSON: Harry Ralston

August 2001

F.I.N.#

Item	Cost	Quantity	Total Cost
Base Vehicle: Ford E40 Super Duty 22 Foot	44,096.00	1	44,096.00
Base Vehicle: Ford E40 Super Duty 25 Foot	46,448.00		
Help Bumpers - Front	667.00		
Help Bumpers- Rear	411.00	1	411.00
Alto Slip Resistant Flooring	895.00		
Engine Upgrade (Diesel) Size <u>7.3 L</u> Make <u>Ford P.S.</u> Manufacturer <u>Ford</u>	<del>1,303.00</del> 2,303.00		1,303.00
Engine Upgrade (Alt Fuel) Size <u>5.4 L</u> Make <u>CNG 176" WB</u> Manufacturer <u>Ford</u>	11,682.00		
Aluminum Wheels (set of four)	1,250.00		
Driver Seat A <u>Ford seat covered to</u>	446.00		
Driver Seat B <u>match std seats</u>	435.00		
Public Address System	231.00		
Seat Belt Extensions (set of two)	14.00	1	14.00
AM/FM Radio	110.00	1	110.00
Electric Entry Door	124.00		
Retarder	4,280.00		
Ricon W/C/L Model K2005 ADA	2,580.00	1	2,580.00
Braun W/C/L Model LB17	2,814.00		
Maxon W/C/L Model WL-6A3353	2,231.00		
Sure-Lok restraint system (per position)	382.00		
Q-Straint restraint system (per position)	476.00	2	952.00
<b>TOTAL PAGE ONE</b>			<b>19,476.00</b>

ORDER FORM (cont)

Item	Cost	Quantity	Total Cost
Led Deceleration Light System - Diesel	531.00		
Led Deceleration Light System - Gas	493.00		
Breakaway Mirrors (driver's side only)	0.00	1	0.00
Access cover to fuel sending unit	0.00	1	0.00
Flat Floor	414.00		
Stainless Steel Wheel Inserts (set of four)	127.00		
ReinTex FX-6 Alternator (Diesel engine only) <i>Lee-Deville</i>	0.00	1	0.00
Heater shut-off valve (manual)	0.00	1	0.00
Standard seat (per person)	179.00	12	2148.00
Flip-Type seat (per person)	251.00		
Fold-Away seat (per person)	341.00		
Child seat (per person)	165.00		
Paint scheme 1	448.00	1	448.00
Paint scheme 2	448.00		
Paint scheme 3	448.00		
<b>TOTAL (total page 2)</b>			<u>2596.00</u>
<b>TOTAL (total page 1)</b>			<u>49,476.00</u>
<b>GRAND TOTAL (total page 1 and page 2)</b>			<u>52,072.00</u>

Custom

8-D battery - no charge

Florida Department of Transportation  
Public Transit Office

Order Packet

**SEATING AND FLOORING CHOICES**

Seating Colors: (circle one) gray blue tan

Flooring Colors: (circle one) gray blue tan black

Paint Scheme: (circle one) #1 #2 #3 Lee Trans Custom

Agencies will select two (2) colors for the background and stripe when orders are placed. If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed, they may make separate arrangements with Transit Plus to provide these services. Base price reflects white base coat.

**WHEELCHAIR LIFT CHOICES**

Wheel Chair Lift: (circle one) Braun Maxon Ricon

**SECUREMENT DEVICE CHOICES**

W/C securement (circle one) Sure-Lok Q'StraInt

**HEATER SHUT-OFF VALVE CHOICES**

Shut-off valve (circle one) Vacuum Manual

*First Class Coach & Equipment*

88 EAST BROAD ST. • WINTER GARDEN, FL 34787

ROBYN A. CARROLL  
Account Representative

407-963-0748

ation

Order Packet

h: 407-656-1175  
robyn@1stclasscoach.com

Fax: 407-656-9242  
FL Only: 800-330-1175

**ORDER FORM**

FVPP-02-CA-1 (22' and 25' Cutaway Type Vehicles)

First Class Coach and Equipment, Inc. 1-407-963-0748

AGENCY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ P.O.: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_

August 2001

F.I.N.#

Item	Cost	Quantity	Total Cost
Base Vehicle: Ford E40 Super Duty 22 Foot	41,493.00		
Base Vehicle: Ford E40 Super Duty 25 Foot	44,792.00		
Help Bumpers - Front	600.00		
Help Bumpers- Rear	550.00		
Altro Slip Resistant Flooring	385.00		
Engine Upgrade (Diesel) Size 7.3 L Make Ford P. S. Manufacturer Ford	3,700.00		
Engine Upgrade (Alt Fuel) Size 5.4 L Make CNG 176" WB Manufacturer Ford	9,450.00		
Aluminum Wheels (set of four)	1,100.00		
Driver Seat, <i>FORD</i>	100.00		<i>Color BLUE to MATCH SEATS</i>
Driver Seat B	400.00		
Public Address System	250.00		
Seat Belt Extensions (set of two)	20.00		
AM/FM Radio	195.00		
Electric Entry Door	455.00		
Relarder	5,100.00		
Ricon W/C/L Model K2005 ADA	3,900.00		
Braun W/C/L Model L917	3,900.00		
Maxon W/C/L-Model WL-6A3353	3,550.00		
Sure-Lok restraint system (per position)	500.00		
Q-Straint restraint system (per position)	500.00	<i>x 2 =</i>	<i>1,000.00</i>
TOTAL PAGE ONE	<i>50,958</i>		



ORDER FORM (cont)

Item	Cost	Quantity	Total Cost
Led Deceleration Light System - Diesel	520.00		
Led Deceleration Light System - Gas	520.00		
Breakaway Mirrors (driver's side only)	0.00		
Access cover to fuel sending unit	50.00		
Flat Floor	0.00		
Stainless Steel Wheel Inserts (set of four)	275.00		
PennTex PX 6 Alternator (Diesel engine only)	<del>576.00</del>	LEE	NEVILLE
Heater shut-off valve (manual)	0.00		
Standard seat (per person)	170.00	x 12	#2040
Flip-Type seat (per person)	250.00		
Fold-Away seat (per person)	297.00		
Child seat (per person)	216.00		
Paint scheme 1	560.00	Custom/LEE TRAW?	
Paint scheme 2	630.00		
Paint scheme 3	560.00		
TOTAL (total page 2)			3,426
TOTAL (total page 1)			\$50,958
GRAND TOTAL (total page 1 and page 2)			\$54,384.00

FD Battery

(Email Pictures)