

# **Solicitation 466-11768**

## **Trolley Vehicles**

### **Bid Designation: Public**



## **City of Fort Lauderdale**

## **Bid 466-11768 Trolley Vehicles**

**Bid Number 466-11768**

**Bid Title Trolley Vehicles**

**Bid Start Date In Held**

**Bid End Date Jun 30, 2016 2:00:00 PM EDT**

**Question &**

**Answer End Jun 17, 2016 5:00:00 PM EDT  
Date**

**Bid Contact Althea Pemsel**

**Sr. Procurement Specialist**

**Finance**

**apemsel@fortlauderdale.gov**

### **Description**

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide a trolley vehicle for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The vehicle expected to be delivered by January 31, 2017. The bid must include all applicable freight for shipment to Fleet Services located at 220 SW 14th Avenue, Fort Lauderdale, FL. 33312.

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide a trolley vehicle for the City's Transportation and Mobility Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The vehicle expected to be delivered by January 31, 2017. The bid must include all applicable freight for shipment to Fleet Services located at 220 SW 14th Avenue, Fort Lauderdale, FL. 33312.

### 1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

### 1.3 Pre-proposal Conference and Site Visit

There will not be a pre-bid conference or site visit for this Request for Proposal. It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.4 BidSync

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

### 1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist Althea Pemsel Email at [apemsel@fortlauderdale.gov](mailto:apemsel@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be

submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.3 Changes and Alterations

Consultant may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

### 2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

### 2.5 Pricing/Delivery

Contractor must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

All pricing must include delivery and installation and be quoted FOB: Destination.

Delivery is required by January 31, 2017 within One-Hundred and Twenty (120) calendar days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

### 2.6 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed

and usable to the City.

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

## **2.7 Related Expenses/Travel Expenses**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

## **2.8 Payment Method – Not Applicable**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

## **2.9 Mistakes**

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

## **2.10 Acceptance of Proposals / Minor Irregularities**

**2.10.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.10.2** The City reserves the right to disqualify Consultant during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant.

## **2.11 Modification of Services**

**2.11.1** While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.11.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.11.4** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.11.5** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**2.12 No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.13 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

[http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT\\_TEMPLATE\\_SERVICES.pdf](http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf)

**2.14 Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.15 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.16 Minimum Qualifications**

Proposers shall be in the business of selling trolley vehicles and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

- 2.16.1** Proposer or principals shall have at least three (3) years of public trolley experience.
- 2.16.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
- 2.16.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- 2.16.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2.16.5** Firm and those performing the work must be appropriately licensed and registered in the State of Florida.

## **2.17 Lobbying Activities**

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

[http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist\\_ordinance.pdf](http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf) .

## **2.18 Protest Procedure**

**2.18.1** Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:

[http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

**2.18.2** The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

## **2.19 Public Entity Crimes**

Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of



being placed on the convicted vendor list.

## **2.20 Subcontractors**

**2.20.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.20.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.20.3** Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

## **2.21 Proposal Security**

**2.21.1** A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount. A proposal security can be in the form of a bid bond or cashier's check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful Proposer after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

**2.22.2** Failure of the successful proposer to execute a contract, provide a performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

## **2.23 Payment and Performance Bond**

**2.23.1** The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

**2.23.2** Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be

deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

## **2.24 Insurance Requirements**

**2.24.1** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

**2.24.2** The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

**2.24.3** The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

### **Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

**Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury      \$250,000 each person, \$500,000 each occurrence  
Property damage      \$100,000 each occurrence

**Professional Liability (Errors & Omissions)**Consultants

Limits:      \$2,000,000 per occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful Proposer, you will be required to provide a certificate naming the City as an "additional insured" for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

**2.25 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

**2.26 Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

**2.27 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.28 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.29 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented

by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.29.1** The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.29.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.29.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.29.4** The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## **2.30 Canadian Companies**

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

## **2.31 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

## **2.32 Manufacturer/Brand/Model Specific Request**

This is a manufacturer/brand/model specification. No substitutions will be allowed.

## **2.33 Contract Period**

The initial contract term shall commence upon date of award by the City and the trolleys shall be delivered by January 31, 2017.

## **2.34 Cost Adjustments**

Prices quoted shall be firm and no cost increases shall be accepted. Please consider this when providing pricing for this request for proposal.

## **2.35 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

## **2.36 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

**2.36.1** Liaison with Contractor.

**2.36.2** Coordinate and approve all work under the contract.

**2.36.3** Resolve any disputes.

**2.36.4** Assure consistency and quality of Contractor's performance.

**2.36.5** Schedule and conduct Contractor performance evaluations and document findings.

**2.36.6** Review and approve for payment all invoices for work performed or items delivered.

## **2.37 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

## **2.38 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

## **2.39 Insurance for Collection of Credit Card Payments**

The successful contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of

computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

#### **2.40 Ownership of Work**

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

#### **2.41 Condition of Trade-In Equipment**

It shall be the sole responsibility of the Contractor to inspect the trade in equipment or to assure himself of their condition. No variation in trade in credit shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence, by the City, that the Contractor has familiarized himself with the condition of the trade in equipment.

The City understands that the condition of the equipment may change prior to shipment or pick up of the equipment by Contractor. No warranty or guarantee of the condition of the equipment is offered or implied. The Contractor agrees to take the equipment, at the trade in credit price bid, in the condition the equipment is at the time it leaves the City. The only commitment the City makes is to continue the same (whichever is applicable) maintenance service, operational standards, or storage conditions from the time the solicitation is issued until trade in equipment shipment or pick up by Contractor.

#### **2.42 Conditions of Trade-In Shipment and Purchase Payment**

All Prices of purchase items are to be Free on Board (FOB) Destination delivered to the specified City Agency. All Trade in equipment prices are to be FOB City Agency. City will ship trade in equipment FOB City Agency freight, collect to the address specified by the Contractor, or Contractor can arrange to pick up.

No City release of trade in equipment will be allowed prior to receipt and acceptance of purchased equipment will be allowed, unless prior arrangements have been made with the City Agency and approved by the Procurement Services Division.

Payment for the net cost to the City (purchase price less trade in credit) will be made within (45) days from acceptance of the purchase equipment or receipt of a correct invoice, whichever occurs last.

#### **2.43 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment " ") should be completed and submitted with Proposer's response to this RFP.

**2.44 Service Organization Controls**

The Contactor shall provide a current SSAE 16, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 16, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 16, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.45 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

END OF SECTION

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 Purpose

The City of Fort Lauderdale Transportation and Mobility Department is requesting bids for a trolley vehicle expected to be delivered by January 31, 2017. The proposal must include all applicable freight for shipment to Fleet Services located at 220 SW 14<sup>th</sup> Avenue, Fort Lauderdale, FL 33312. If delivery is not possible by January 31, 2017, give exact delivery date.

Any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

All references to codes, regulations, clauses, statutes, requirements, executive orders, acts, laws, and FTA terms within this document shall conform to the most recent edition thereof.

### 3.2 Bidder Instructions

The following specification describes a new trolleybus that is expected to be purchased by the City of Fort Lauderdale. The specification describes the needs of the City of Fort Lauderdale Transportation & Mobility Department as far as chassis configuration and body design capacity and size.

The trolley vehicle shall be equipped with front and center doors, and a dedicated door to accommodate a wheel chair lift. The bus shall be equipped with a rear-mounted diesel engine for use in frequent stop service. The bus will be approximately 35-foot in length equipped with low-back wood slat seats designed to hold up to 30 ambulatory passengers and two wheelchair accessible positions as described in Section 8.5 of the Scope of Services.

While it is not the intent of the City of Fort Lauderdale to preclude any qualified bidder from submitting a proposal, it must be clear that any bidder deviating in any substantial manner from these specifications may be rejected as being non-compliant.

**Due to the Grant funding limited timeframe, the proposed trolley vehicle described in these specifications shall be delivered to the City of Fort Lauderdale prior to January 31, 2017.**

**The trolley vehicle shall be required to have specific equipment as outlined in the specifications. This equipment shall be mounted or secured with proper mounts or hold-downs. No Velcro straps are to be utilized.**

Any areas marked "No" require explanation to what is not compliant and what is being provided, if applicable. Bold items preferred or required if specified. Please be clear as to exceptions.

### 3.3 References

The proven durability and reliability of this product is of the utmost concern. Each bidder submitting a proposal shall furnish references consisting of in-service units of similar trolley vehicle type being proposed:

All references shall include owner, address, contact name and phone number, and the model owned. A minimum of five (5) references shall be provided:



1. **Owner:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Model: \_\_\_\_\_ Year: \_\_\_\_\_
2. **Owner:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Model: \_\_\_\_\_ Year: \_\_\_\_\_
3. **Owner:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Model: \_\_\_\_\_ Year: \_\_\_\_\_
4. **Owner:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Model: \_\_\_\_\_ Year: \_\_\_\_\_
5. **Owner:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Model: \_\_\_\_\_ Year: \_\_\_\_\_

### 3.4 Technical Requirements - Cab-Chassis

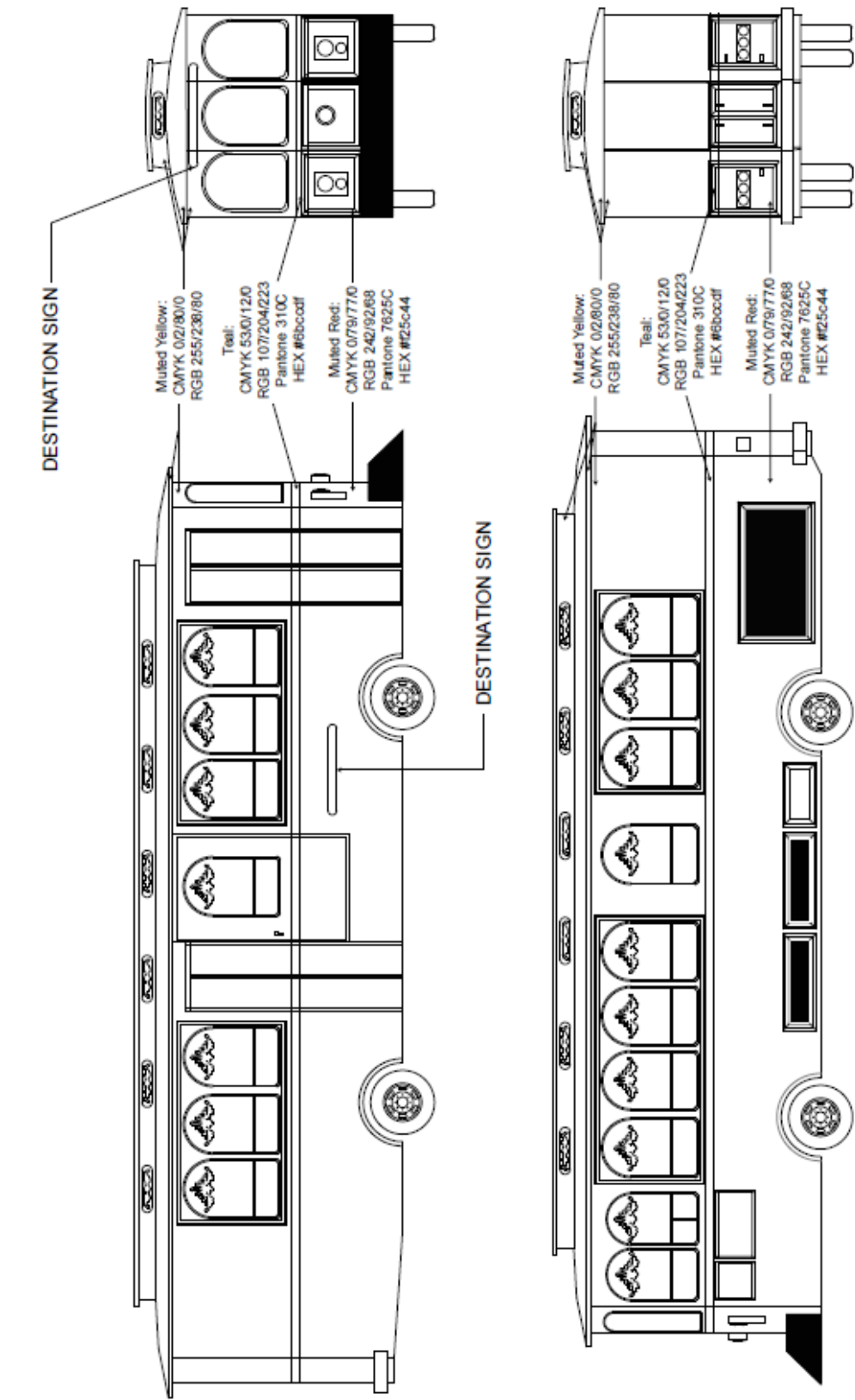
- 3.4.1** General Vehicular Design, Types, and Floor plan. The proposed trolley vehicle and the allied equipment furnished under this specification shall be the manufacturer's current commercial vehicle of the Type and Class specified. The trolley vehicle shall be complete with the operating accessories as specified herein; furnished with such modifications and attachments as may be necessary and specified to enable the vehicle to function reliably and efficiently in sustained operation. The design of the

vehicle and the specified equipment shall permit accessibility for servicing, replacement and adjustment of component parts and accessories with minimum disturbance to other components and systems. The term "heavy-duty" or "severe-duty" as used to describe an item shall mean in excess of the usual quantity, quality, or capacity normally supplied with the standard production vehicle or component.

- 3.4.2** Vehicle Components, Equipment, and Accessories. The proposed trolley vehicle chassis, body, equipment, devices, accessories and electronic equipment to be delivered under this contract shall be standard commercial products, tested and certified, to meet or exceed the requirements of this specification. The vehicle shall comply with all current Federal Motor Vehicle Safety Standards (FMVSS) and Federal Regulations applicable or specified for the year of manufacture, and the Florida Administrative Code Rule Chapter 14-90.007 Vehicle Equipment Standards and Procurement Criteria. The chassis, components, and optional items shall be as represented in the manufacturer's current technical data. Also the trolley chassis, body, equipment, and accessories shall be as represented in their respective manufacturer's current technical data. Data shall be limited to specifications and technical materials identical to that furnished to the authorized company representatives. The vehicle's components and equipment need not be the products of the same manufacturers.
- 3.4.3** Vehicle Operation, Performance, and Physical Characteristics. The following is a description of the trolley vehicle that will meet the minimum requirements of this specification and it is expressed as minimums.

CONTINUED ON NEXT PAGE

Figure 1



### 3.5 Federal Clauses and Requirements

**3.5.1** The *Buy America* regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA. Buy America - 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 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, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

#### **3.5.2 CARGO PREFERENCE REQUIREMENTS:**

Cargo Preference - Use of United States-Flag Vessels In accordance with 46 U.S.C. Section 55303 and Maritime Administration regulations, "Cargo Preference – U.S. Flag Vessels." 46 CFR Part 381, the contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### **3.5.3 ENERGY CONSERVATION REQUIREMENTS:**

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.*

#### **3.5.4 ENVIRONMENTAL PROTECTIONS:**

The CONTRACTOR recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Agreement. Some, but not all, of the major Federal laws that may affect the Agreement include: the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q; Section 508 of the Clean Water Act, as amended, 33 U.S.C. Section 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. Sections

1251 through 1377; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The CONTRACTOR also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Agreement. Thus, the CONTRACTOR agrees to comply, and assures the compliance of each SUBCONTRACTOR and each third party CONTRACTOR, with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the CONTRACTOR. The CONTRACTOR agrees that those laws and regulations do not constitute the CONTRACTOR'S entire obligation to meet all Federal environmental and resource conservation requirements.

**a. Clean Air:**

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**b. Clean Water:**

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued under Section 508 of the Clean Water Act, as amended. The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

**c. Recycled Products:**

The CONTRACTOR agrees to comply with all the requirements of Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, et seq. that requires governmental recipients to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, direct that third party contracts of \$10,000 or more with governmental recipients specify a competitive preference for products containing recycled materials identified in those EPA guidelines.

The CONTRACTOR also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by FTA.

**Does your proposal comply with all requirements listed above in Sections 3.1 to 3.5?**

YES ( ) NO ( )

**On a separate sheet list any of the sections that do not meet the requirements and explain why.**

### **3.6 Bus Testing**

Bus Testing - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. Section 5318, as amended by MAP-21, and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

**3.6.1** 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 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.

- 3.6.2** 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.
- 3.6.3** If the manufacturer represents that the vehicle was previously tested, the vehicle being sold shall 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.
- 3.6.4** 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.

### **3.7 Pre-Award and Post Delivery Audits Requirements**

Each third party contract to acquire rolling stock must include provisions for compliance with applicable requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m).

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

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

#### **3.7.1 SOLICITATION SPECIFICATION REQUIREMENTS:**

The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

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

### **3.8 Lobbying Restrictions**

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.

### **3.9 Access to Records**

The following access to records requirements apply to this Agreement:

**3.9.1** The CONTRACTOR agrees to provide the CITY, SFRTA, FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions per 49 U.S.C. Section 5325(g). CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his or her 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. 53.

**3.9.2** The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case CONTRACTOR agrees to maintain same until the City of Fort Lauderdale, South Florida Regional Transportation Authority, 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 18.36(i)(11).

**3.9.3** The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means to copy excerpts and transcriptions as reasonably needed.

**3.9.4** FTA does not require the inclusion of these requirements in subcontracts

### **3.10 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 Master Agreement (FL-57-X050-00 (dated 02/06/2014)) between SFRTA and the FTA (through a sub-recipient agreement to the City of Fort Lauderdale), as they may be amended or promulgated from time to time during the term of this Agreement. CONTRACTOR failure to so comply shall constitute a material breach of this Agreement.

### **3.11 No Obligation by the Federal Government**

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

**3.11.2** 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.

### **3.12 Program Fraud and False or Fraudulent Statements or Related Acts**

**3.12.1** 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 Agreement. Upon execution of the Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement 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.

**3.12.2** The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n) (1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

**3.12.3** The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

**3.12.4** Title 49 U.S.C. Section 5323(l) extends the criminal fraud provisions of 18 U.S.C. Section 1001 to all certificates, submissions, or statements made in connection with any program financed under the Federal transit program.

### **3.13 Termination**

#### **3.13.1 TERMINATION FOR CONVENIENCE:**

The CITY may terminate this Agreement, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the CITY'S best interest. The CONTRACTOR shall be paid its costs, including Agreement close-out costs, and provide on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the CITY to be paid. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs.

#### **3.13.2 TERMINATION FOR DEFAULT:**

If the CONTRACTOR fails to perform in the manner called for in the agreement, or if the CONTRACTOR fails to comply with any other provisions of the agreement, the CITY may terminate this agreement for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the agreement price for services performed in accordance with the manner of performance set forth in the agreement.



**3.13.3** If it is later determined by the CITY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the CITY, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

**3.13.4 OPPORTUNITY TO CURE:**

The CITY in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR 10 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

**3.13.5** If the CONTRACTOR fails to remedy to the CITY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within 10 days after receipt by CONTRACTOR of written notice from CITY setting forth the nature of said breach or default, CITY shall have the right to terminate the Agreement without and further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or detail.

**3.14 Debarment and Suspension**

Department of Transportation (DOT) regulations, "Non-procurement Suspension and Debarment," 2 CFR Parts 180 and 1200 apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount. See, 2 CFR Part 1200. Thus, the recipient must apply DOT's debarment and suspension requirements to itself and each third party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of Office of Management and Budget (OMB), "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180.

**3.15 Privacy Act**

**3.15.1** The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

**3.15.2** The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**3.16 Civil Rights**

The following requirements apply to the Agreement:

**3.16.1 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, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

### 3.16.2 EQUAL EMPLOYMENT OPPORTUNITY:

The following equal employment opportunity requirements apply to the agreement:

- a. Race, Color, Creed, National Origin: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the performance of the Agreement. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, 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. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- b. Sex: In accordance with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.
- c. Age: In accordance with the "Age Discrimination Act of 1974, as amended, 42 U.S.C. Sections 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, also prohibit employment discrimination against individuals on the basis of age.
- d. Disabilities: In accordance with the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public

accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

**3.16.3** The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**3.17** The vehicle shall comply with *AMERICANS WITH DISABILITIES ACT OF 1990 (ADA): TITLE 42, CHAPTER 126 AND TITLE 47, CHAPTER 5 OF U.S. CODE*  
This is a civil rights law that prohibits discrimination based on disability. It greatly extends the rights set forth in Section 504 (described below) by going beyond programs and activities receiving Federal funding. The applicable portions of the ADA for transportation include: Title II – Public Entities (and Public Transportation); Title III Public Accommodations (and Commercial Facilities); and Title IV – Telecommunications. The vehicle shall comply with SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 USC SECTION 701)

This is the first comprehensive national legislation that guaranteed rights to individuals with a disability. It prohibits discrimination against individuals with a disability in any program or activity receiving Federal financial assistance.

**3.18 Resolution of Disputes, Breaches, or Other Litigation**

**3.18.1 DISPUTES:**

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided by the CITY. 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 CITY (Director of Procurement Services Division). In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CITY (Director of Procurement Services Division) shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

**3.18.2 PERFORMANCE DURING DISPUTE:**

Unless otherwise directed by the CITY, CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.

**3.18.3 CLAIMS AND DAMAGES:**

Should either party to the Agreement 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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**3.18.4 REMEDIES:**

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY 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.

**3.18.5 RIGHTS AND REMEDIES:**

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 CITY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action of failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **3.19 Socio-Economic Development**

Each FTA recipient must comply with applicable Federal laws and regulations that provide competitive opportunities for a contractor that qualifies as a disadvantaged business enterprise (DBE), minority owned firm, women's business enterprise, or small business.

#### **3.19.1 DISADVANTAGED BUSINESS ENTERPRISES (DBES):**

- a. Section 1101 (b) of MAP-21, 23 U.S.C. Section 101 note, extends the Federal statutory requirements that FTA make available at least 10 percent of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. Each FTA recipient and subrecipient of FTA funding assists FTA in meeting this national goal. To receive FTA assistance, each FTA recipient and subrecipient of FTA funding must comply with applicable requirements of DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26. If the recipient is required to have a DBE program, the third party contracts that the recipient has included in its DBE program determine whether the recipient meets the DBE threshold for goal setting, and the goal if the threshold is met.
- b. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT assisted agreement. Failure by the CONTRACTOR to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the CITY deems appropriate. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The CONTRACTOR is required to pay its subcontractors performing work related to this agreement for satisfactory performance of that work no later than 30 days after the CONTRACTOR's receipt of payment for that work from the CITY.
- d. The CONTRACTOR must promptly notify the CITY whenever a DBE subcontractor performing work related to this agreement is terminated or fails to complete its work, and must make a good faith effort to encourage another DBE subcontractor to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CITY.

#### **3.19.2 SMALL AND MINORITY FIRMS AND WOMEN'S BUSINESS ENTERPRISES:**

The Common Grant Rules require each recipient and subrecipient to take steps to ensure that it uses small and minority firms and women's business enterprises (irrespective of whether they qualify as DBEs) to the fullest extent practicable. Notably, some potential contractors may have established their home office in a Historically Underutilized Business Zone (HUBZone). A HUBZone small business is determined, qualified, and certified by the Small Business Administration (SBA) and then added to the List of Qualified HUBZone Small Business Concerns at SBA's website at <http://www.sba.gov/hubzone>. Although the Common Grant Rule for governmental recipients includes labor surplus area firms in the category of firms

authorized for special treatment, this circular does not include them because Section 7101(a) of the Federal Acquisition Streamlining Act of 1994, 15 U.S.C. Section 644 note, enacted after publication of the Common Grant Rule for governmental recipients removed nearly all labor surplus area preferences.

- a. Notice: The Common Grant Rules requires each recipient to make information about procurement opportunities available to potentially qualified firms. Each governmental recipient is directed to include these contractors on solicitation lists and request their participation when they are potential sources.
- b. Contract Size: To foster greater participation of small and minority firms and women's business enterprises, the Common Grant Rule for governmental recipients directs the governmental recipient to divide its total contracting requirements into small tasks or quantities, when economically feasible. The Common Grant Rule for non-governmental recipients encourages the non-governmental recipient to contract with consortia when a contract is too large for one of these firms to handle individually.
- c. Delivery Schedule: The Common Grant Rules requires the recipient to specify delivery schedules that encourage their participation.
- d. Small Business Administration and the Department of Commerce Minority Business Development Agency: The Common Grant Rules instructs the recipient to use the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency.
- e. Subcontracting Opportunities: The Common Grant Rule for governmental recipients directs each governmental recipient to require its prime third party contractors to include the preceding provisions in FTA assisted subcontracts. The Common Grant Rule for non-governmental recipients directs each non-governmental recipient to consider whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises. In addition, DOT's "Disadvantaged Business Enterprise: Program Improvements" amendments to its DBE regulations, effective February 28, 2011, now state that recipients may use race-neutral (and gender-neutral) small business set-asides for prime contracts under a stated amount, although set-asides restricted to DBEs continue to be prohibited except in limited and extreme circumstances.

### 3.20 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the DOT, whether or not expressly set forth in the preceding agreement provisions. All contractual provisions required by the DOT, as set forth in FTA Circular 4220.1F, 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 City of Fort Lauderdale request, which would cause the City of Fort Lauderdale to be in violation of the FTA terms and conditions.

- 3.21 The vehicle shall comply with U.S. DOT REGULATIONS: 49 CFR PARTS 27, 37, 38, AND 39. These are parts of U.S. DOT regulations relevant to accessibility. Part 27, "Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance," carries out the intent of Section 504 of the Rehabilitation Act of 1973.

Part 37, "Transportation Services for Individuals with Disabilities (ADA)," implements the transportation provisions of Title II and Title III of the ADA.

Part 38, "Americans with Disabilities Act Accessibility Specifications for Transportation Vehicles," includes the specifications for buses, vans, and rail vehicles.

– END OF FEDERAL CLAUSES –

### **3.22 QUALITY ASSURANCE PROVISIONS**

#### **3.22.1 WORKMANSHIP:**

Defective components shall not be furnished. Parts, equipment, and assemblies, which have been repaired or modified, shall not be furnished without the written approval of the City. Welded, bolted, and riveted construction utilized shall be in accordance with the accepted standards of the industry. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances, and uniformity. The general appearance of the trolley shall not show any evidence of poor workmanship.

The following shall be cause for vehicle rejection at time of delivery:

- a. Rough, sharp, or unfinished edges, burrs, seam, sharp corners, joints, cracks, and dents.
- b. Non-uniform panels. Edges that are not radiused, beveled, etc.
- c. Paint runs, sags, orange peel, "fish eyes", etc.,
- d. Body panels that are uneven, unsealed, or contain voids.
- e. Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing, etc., such as door, body panels, and hinged panels.
- f. Improper body design or interface with the chassis that could cause injury during normal use or maintenance.
- g. Improperly fabricated and routed wiring or harnesses.
- h. Improperly supported or secured hoses, wires, wiring harnesses, mechanical controls, etc.
- i. Loose, vibrating, abrading body parts, stanchions, components, subassemblies, hoses, wiring harnesses or trim.
- j. Interference of chassis components, body parts, doors, etc.
- k. Leaks of any fuel, vacuum, or fluid lines, (AC, coolant, oil, air, etc.)
- l. Noise, panel vibrations, etc.
- m. Sagging, non-form fitting upholstery or padding.
- n. Incomplete or incorrect application of undercoating or rust proofing.
- o. Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction.
- p. Incomplete or improper welding.
- q. Visual deformities.
- r. Lack of uniformity and symmetry where applicable.
- s. Unsealed appurtenances or other body components, gaskets, etc.
- t. Not meeting requirements referred in Appendix 1.
- u. Not meeting RFP requirements.

### **3.23 Materials**

Materials used in the construction shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and suitable for the service intended.

**3.24 Inspection**

At the appropriate time in the procurement cycle, entities using FTA funds are required to conduct a factory inspection of the vehicles (49 CFR 663.21). The City of Fort Lauderdale will use its own employees or third party contractor with expertise in the type of vehicle that being inspected. Any identified problems can be more easily remedied at this stage of production.

Based on the developed specification, a checklist will facilitate a pre-delivery inspection. This checklist will include the elements related to accessibility. The checklist (Appendix 1) will be used in the factory inspection;

When the vehicle is delivered, a final inspection will be performed prior to acceptance. This will ensure that the vendor is providing the vehicle as specified. If there are any discrepancies, the vendor may be able to make minor changes locally. For larger issues, the vendor may need to return the vehicle(s) to the plant at vendor's expense.

**3.25** The trolley vehicle meeting the requirements of this specification is a new Current Model Year (CMY), not previously titled 2015 or latest model.

**3.26** The proposed trolley vehicle shall be approximately 35' (ft.) CMY XB75 Freightliner Chassis. (or equal)

**3.27** The proposed trolley vehicle shall meet the Structural integrity that mitigates or minimizes the adverse effects of collisions. (As per Florida Administrative Code Rule 14-90.007)

**3.28** The proposed trolley vehicle shall comply with the 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. (As per Florida Administrative Code Rule 14-90.007)

**3.29** Proposer shall provide Proof of strength and structural integrity tests on proposed trolley vehicle procured shall be submitted by manufacturer to the City of Fort Lauderdale. (As per Florida Administrative Code Rule 14-90.007)

**3.30 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. Extinguisher mounting instructions shall be determined during the pre-construction meeting. (As per Florida Administrative Code Rule 14-90.007).

**3.30.1** 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.

**3.30.2** WARNING DEVICES:

Every Type I bus shall be equipped with portable red reflector warning devices in compliance with Section 316.300, F.S. A Type I bus is defined by Chapter 14-90.002(1)(a) of the Florida Administrative Code as being over 22 feet in length, including bumpers.

**3.30.3 FIRST AID KIT:**

A First Aid kit shall be securely mounted on the bus in a conspicuous place or in a clearly marked compartment and be readily available.

**3.30.4 FIRE SAFETY:**

The bus shall be designed and manufactured in accordance with all applicable fire safety and smoke emission regulations. These provisions shall include the use of fire-retardant/low-smoke materials, fire detection systems bulkheads and facilitation of passenger evacuation. All materials used in the construction of the passenger compartment of the bus shall be in accordance with the Recommended Fire Safety Practices defined in FMVSS 302, dated October 20, 1993. Materials entirely enclosed from the passenger compartment, such as insulation within the sidewalls and sub-floor, need not comply. In addition, smaller components and items, such as seat grab rails, switch knobs and small light lenses, and shall be exempt from this requirement.

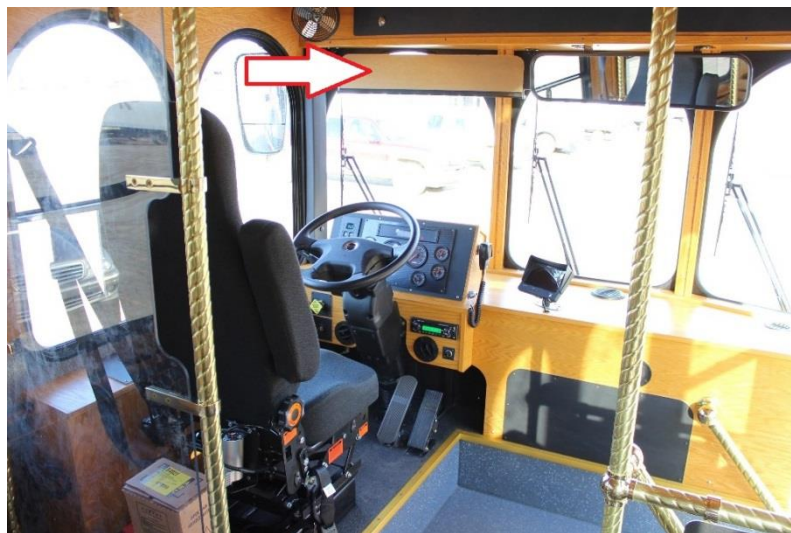
**3.31** There shall be metal tapping plates welded to the body or framing to provide firm securing for installed equipment and devices (seats, cabinets, benches, partitions, stanchions, etc.). All such equipment and devices shall be bolted firmly in place.

**3.32** Due to an increased concern over carbon monoxide penetration into the passenger compartment, it is imperative that the entire modular body be sealed. CO2 monitor required over driver's compartment.

**3.33 Clearance Warning**

Install two (2) decals (one on each side of the sun visor) that read: "CAUTION CLEARANCE HEIGHT 'AMH'", where 'AMH' = actual measured height of vehicle in feet and inches. Decal shall be visible by the driver while sitting in driver's position but not impede driver's view. See Figure 2.

**Figure 2**





- 3.34** ADA Signage: All ADA Signage shall be provided and installed inside and outside of trolley vehicle as required. (As per Americans with Disability Act Requirements Circular C 4710.1)

**Does your proposal comply with all requirements listed above in Sections 3.6 to 3.34?**

YES ( ) NO ( )

**On a separate sheet list any of the sections that do not meet the requirements and explain why.**

**3.35 Chassis Requirements**

**3.35.1** Gross Vehicle Weight (G.V.W.)

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

Actual Gross Vehicle Weight Rating (GVWR) \_\_\_\_\_

Front Axle gross axle weight rating (GAWR) \_\_\_\_\_

Rear Axle gross axle weight rating (GAWR) \_\_\_\_\_

	Actual	MAX Weight per Wheel
Left Side Front Weight		
Right Side Front Weight		
Left Side Rear Weight		
Right Side Rear Weight		

**3.35.2** Chassis Information:

- a. Chassis shall be ordered with the proper wheelbase to accommodate the size trolley vehicle specified.
- b. Rear tow hooks: (2) rear frame mounted

**3.36 Axles, Steering and Suspension**

**3.36.1** The suspension system of all buses, including springs, air bags, bellows, 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. (As per Florida Administrative Code Rule 14-90.007)

**3.36.2** The steering system of the proposed trolley vehicle 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. (As per Florida Administrative Code Rule 14-90.007)

**3.36.3** Front end shall be properly aligned at time of delivery.

- 3.36.4** The proposed trolley vehicle shall be equipped with an air suspension system to provide a smooth, constant ride quality.

**3.37 Tires and Wheels**

- 3.37.1** Tires shall be properly balanced and inflated in accordance with manufacturer's recommendations. Wheels shall be visibly free from cracks and distortions and shall not have missing, cracked, or broken mounting lugs. Tire load rating shall meet the vehicle weight requirements when fully loaded. (As per Florida Administrative Code Rule 14-90.007)

Tire Size Front: \_\_\_\_\_ Load Rating: \_\_\_\_\_

Tire Size Rear: \_\_\_\_\_ Load Rating: \_\_\_\_\_

- 3.37.2** Wheels shall be painted steel; the color shall match the lower portion of the trolley. (See Paint Section for proper color code).

- 3.37.3** Spare Tire & Wheel. A balanced spare tire and wheel shall be supplied with the bus. This item is shipped loose. Spare wheel shall be painted steel; the color shall match the lower portion of the trolley. (See Paint Section for proper color code).

**3.38 Brakes and Interlock Systems**

- 3.38.1** The proposed trolley vehicle shall be equipped with air disc brakes. The proposed air disc brake system shall be designed for the weight, size, and type of vehicle being proposed.

- 3.38.2** The proposed trolley vehicle shall be equipped with an automatic air dryer.

- 3.38.3** Brake Interlock Systems. The proposed trolley vehicle 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 proposed bus 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. (As per Florida Administrative Code Rule 14-90.007)

**3.39 Engine and Transmission Requirements**

The engine shall comply with applicable local, state, and/or federal emissions and useful life requirements. The minimum useful design life of the bus in transit service shall be at least five (5) years or 150,000 miles. It shall be capable of operating at least 20,000 miles per year, including the 5th year. The engine shall comply with applicable local, state, and/or federal emissions, current EPA Standards and useful life requirements. The lifetime estimate is based on the design operating profile.

**3.39.1 PERFORMANCE:**

- a. Propulsion System: The propulsion system shall be sized to provide sufficient power to enable the bus to meet the defined acceleration, top speed, and gradability requirements, and operate all propulsion-driven accessories using

actual road test results and computerized vehicle performance data.

- b. Top Speed: The bus shall be capable of achieving a top speed of 65 mph on a straight, level road at GVWR with all accessories operating. The bus shall be capable of safely maintaining the vehicle speed according to the recommendations by the tire manufacturer.
- c. Gradability: Gradability requirements shall be met on grades with a dry commercial asphalt or concrete pavement at GVWR with all accessories operating. The propulsion system and drivetrain shall enable the bus to achieve and maintain a speed of 40 mph on a 2½ percent ascending grade and 15 mph on a 10 percent ascending grade continuous.
- d. Acceleration: The acceleration shall meet the requirements below and shall be sufficiently gradual and smooth to prevent throwing standing passengers off-balance. Acceleration measurement shall commence when the accelerator is depressed.

Maximum Start Acceleration Times on a Level Surface<sup>1</sup>

Speed (mph)	Maximum time (seconds)
10	5
20	10
30	18
40	30
50	60
Top speed	

1. Vehicle weight = GVWR

- 3.39.2** The proposed trolley vehicle shall be equipped with the following:
- a. Rear Mounted, 6.7 Cummins Diesel (minimum) 240 HP (or approved equivalent).
  - b. Alternator: 270 amps. Leece-Neville (or approved equivalent).
  - c. Dual 8D Batteries on slide out tray.
  - d. Compressor: Air, as required for brakes, suspension, and horns.
  - e. Air Dryer (Bendix or equal).
  - f. Exhaust: Single vertical exhaust curb side (see Figure 3).
  - g. Oil Check & Fill: Engine Mounted.
  - h. Heavy-duty coolant: Low silicate diesel formula.
  - i. Coolant hose: Gates Blue Stripe silicone hoses or equal.
  - j. Constant torque clamps: Constant torque for coolant hose 1-3" diameter.
  - k. Engine heater: **Not required.**
  - l. Starter: Leece-Neville 12V or equal.
  - m. Fuel Filter: Installed.
  - n. Engine water temperature alarm system.
  - o. Engine hour meter.

**Figure 3****3.40 Engine Cooling System**

**3.40.1** The radiator shall be side mounted.

**3.40.2** Coolant Filter: Installed.

**3.40.3** Coolant hose: Gates Blue Stripe silicone hoses or equal.

**3.41 Transmission**

**3.41.1** Transmission: B300 Allison Transmission.

**3.41.2** The transmission shall be multiple speeds, automatic shift with torque converter, retarder and electronic controls. Gross input power, gross input torque and rated input speed shall be compatible with the engine. The transmission shall be designed to operate for not less than 300,000 miles on the design operating profile without replacement or major service. The transmission shall be easily removable without disturbing the engine and accessible for service.

**3.41.3** The electronic controls shall be capable of transmitting and receiving electronic inputs and data from other drivetrain components and broadcasting that data to other vehicle systems. Communication between electronic drivetrain components and other vehicle systems shall be made using the communications networks. Electronic controls shall be compatible with either 12- or 24-volt power distribution, provide consistent shift quality and compensate for changing conditions such as variations in vehicle weight and engine power.

**3.41.4** The electronically controlled transmission shall have on-board diagnostic capabilities, be able to monitor functions, store and time stamp out-of-parameter conditions in memory, and communicate faults and vital conditions to service personnel. The transmission shall contain built-in protection

software to guard against severe damage. The on-board diagnostic system shall trigger a visual alarm to the driver when the electronic control unit detects a malfunction.

**3.41.5** An electronic transmission fluid level monitoring and protection system shall be provided.

**3.41.6** A brake pedal application of 6 to 10 psi shall be required by the driver to engage forward or reverse range from the neutral position to prevent sudden acceleration of the bus from a parked position.

**3.42 Fuel Tanks and Equipment**

**3.42.1** 90-gallon tank minimum.

**3.42.2** Fuel tank cap.

**3.42.3** Fuel water separator: with spin-on element.

**3.43 Engine High-Idle Speed Control, Automatic**

The vehicle shall be equipped with a high-idle speed control. It shall be preset so that, when activated, it will operate the engine at the lowest speed possible to provide necessary power to alternator and compressors. This device shall operate only when the master switch is in the "ON" position and the transmission is in "NEUTRAL" or "PARK". The device shall disengage when the operator depresses the brake pedal, or the transmission is placed in gear, and automatically re-engages when the brake is released, or when the transmission is placed in neutral or park.

**3.44** The engine shall be equipped with an electronically controlled management system, compatible with either 12- or 24-volt power distribution. The engine control system shall be capable of transmitting and receiving electronic inputs and data from other drivetrain components and broadcasting that data to other vehicle systems. Communication between electronic drivetrain components and other vehicle systems shall be made using the communications networks. The engine's electronic management system shall monitor operating conditions and provide instantaneous adjustments to optimize both engine and bus performance. The system shall be programmable to allow optimization of programmable features.

**3.45 Engine Compartment Bulkheads**

The passenger and engine compartment shall be separated by fire-resistant bulkheads. The engine compartment shall include areas where the engine and exhaust system are housed. This bulkhead shall preclude or retard propagation of an engine compartment fire into the passenger compartment and shall be in accordance with the Recommended Fire Safety Practices defined in FTA Docket 90A, dated October 20, 1993. Only necessary openings shall be allowed in the bulkhead, and these shall be fire-resistant. Any passageways for the climate control system air shall be separated from the engine compartment by fire-resistant material. Piping through the bulkhead shall have fire-resistant fittings sealed at the bulkhead. Wiring may pass through the bulkhead only if connectors or other means are provided to prevent or retard fire propagation through the bulkhead. Engine access panels in the bulkhead shall be fabricated of fire-resistant material and secured with fire-resistant fasteners. These panels, their fasteners and the bulkhead shall be constructed and reinforced to minimize warping of the panels during a fire that will compromise the integrity of the

bulkhead. Any insulation material used inside the engine compartment will not absorb or retain oils or water and will be designed to prevent casual damage that may occur during maintenance operations.

### 3.46 Exterior Requirements

#### 3.46.1 WINDOWS:

The proposed trolley vehicle shall be equipped with trolley type windows.

- a. No Window(s) in rear wall. (see Figure 4)

**Figure 4**



- b. The proposed trolley vehicle shall be equipped with round top vintage appearance type windows (see Figure 5 for details).
- c. Emergency windows will be vertically hinged. Two (2) egress windows will be provided on the street side and one (1) will be provided on the curbside rear of the trolley. These windows will meet FMVSS 217 safety standards.
- d. Operating instructions will be located on each egress window, and clearly marked as emergency exits per FMVSS safety standards.
- e. The cupola (lantern) section of the roof will be glazed with fixed light window assemblies in black aluminum frames (clamp style). These windows will be tinted.
- f. Roof hatch: The proposed trolley vehicle shall be equipped with two (2) roof hatches measuring 24" X 24" with 4-way tilt.
- g. The proposed trolley vehicle shall be equipped with four (4) removable window panels. Three of the panels shall cover three window sections (One street side and two curb side), and one of the panels (Street side) shall cover four window sections. Interior of panel shall be covered in wood, exterior to match paint scheme of trolley vehicle.
- h. The bus shall be equipped with four removal window inserts fitted with brass stanchions.

**Figure 5**

### **3.47 Entrance Doors**

- 3.47.1** The front and rear entrance door will consist of a two piece electronic/air operated bi-fold door assembly. The door will fold outward providing a minimum clear opening of 32" X 91" inches.
- 3.47.2** The double out entry doors will be constructed of welded tubular steel.
- 3.47.3** Each door panel will contain two (2) aluminum extruded door frames with full height tempered glass
- 3.47.4** The overhead electric/air door assembly will be installed in the entry doorframe with two steel pins; one located at the top and bottom of the doorframe to create the pivot points for the panels.
- 3.47.5** The pins will be lubricated with standard grease fitting bearings located in the door header. A self-aligning control rod with an adjustment spring will control the double out door opening and closing.
- 3.47.6** The leading edge of each door panel will be protected by an extruded rubber safety edge. A clearly marked red safety release lever will be provided to disengage the door actuator in case of emergency. In the event of an emergency, it will be possible to manually open the doors from inside the bus using a force of no more than 25 pounds after actuating an unlocking device at each door. The unlocking devices shall be clearly marked as an emergency only device and shall require two distinct actions to actuate.
- 3.47.7** The front doorway will be provided with LED array lights conforming to ADA requirements.

#### Front Door:

Specify height of door opening \_\_\_\_\_ Inches  
 Specify width of door opening \_\_\_\_\_ Inches



Rear Door:

Specify height of door opening \_\_\_\_\_ Inches

Specify width of door opening \_\_\_\_\_ Inches

**3.48 Fenders**

There shall be provided on the vehicle, fender extensions over the front tires and dual rear tires. They shall be designed to provide protection against wheel wash.

**3.49 Mud Flaps**

Install mud flaps on the front fenders, and at the rear of the rear wheel wells. Mud flaps shall contain no advertising and no markings whatsoever.

**3.50 Bumpers & Bike Rack**

**3.50.1** Front Bumper: Standard front bumper will include a heavy duty "cowcatcher" constructed of heavy gauge sheet metal and expanded metal.

**3.50.2** The cowcatcher will have the same angled contour from side to side as the front cap and will be mounted flush with the edges of the body. The cowcatcher will be finished in black urethane enamel.

**3.50.3** Sports work Bike Rack - DL2 Cowcatcher Mount. (Or equal)

**3.50.4** License plate mounting: An illuminated single license plate bracket mounted on rear of body.

**3.50.5** Standard rear bumper will be 6 inches high and will have an angled configuration to match the shape of the rear cap.

**3.51 Outside / Inside Rear View Mirrors**

Mirror heads shall be remotely controlled from inside the cab and be independently adjustable and all hardware shall be of polished metal. 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. Right front mirror will be mounted to prevent contact with boarding passengers or pedestrians. (As per Florida Administrative Code Rule 14-90.007)

**3.52 Additional Exterior Requirements**

**3.52.1** Hinged and lockable grille and headlight panels for easy access.

**3.52.2** Electric horn, activated by button on steering wheel.

**3.52.3** Furnish and install trolley type bell (See Figure 6)

**3.52.4** Headlights: Single round halogen



- 3.52.5** Daytime running lights
- 3.52.6** Turn signals
- 3.52.7** Windshield: Tinted
- 3.52.8** Windshield washer reservoir

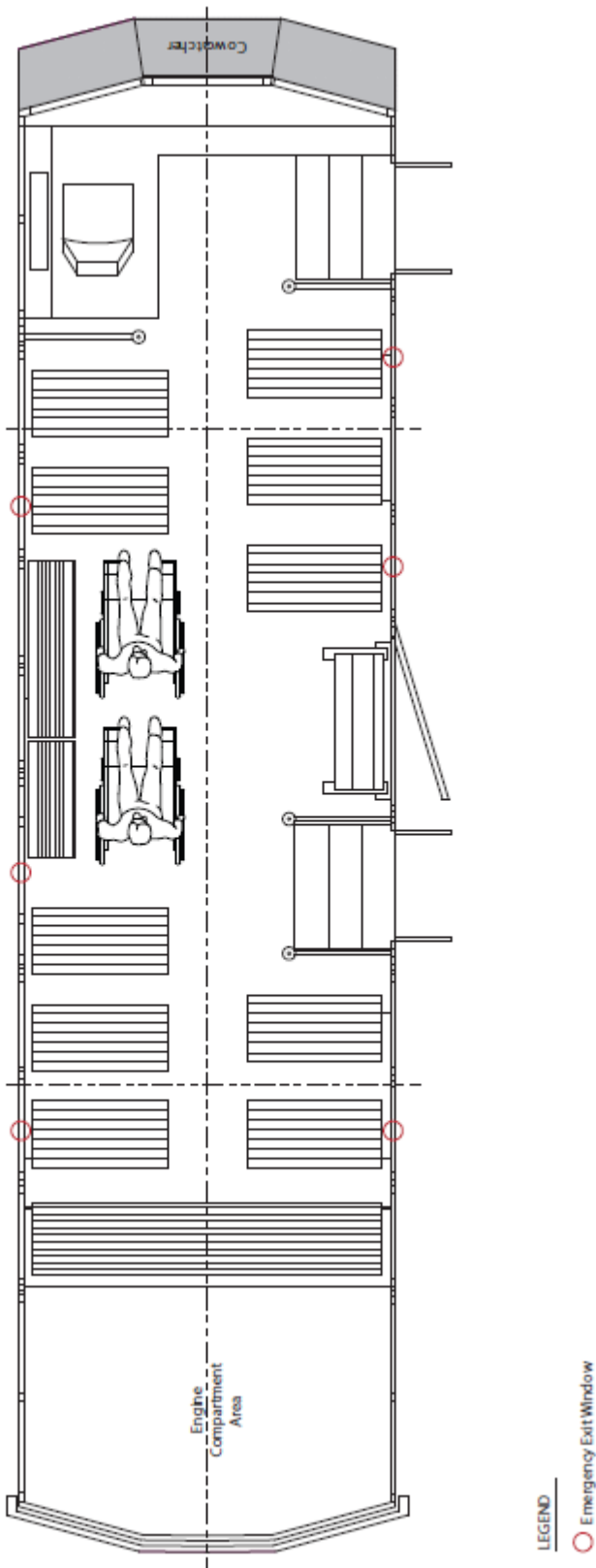
**Figure 6**

### **3.53 Interior Requirements**

#### **3.53.1 Instrument Panel and Controls:**

- a. Gauge Package: Manufacturer's standard
- b. Low air pressure warning: Light and buzzer
- c. Air restriction warning light
- d. Starter control: Dash mounted
- e. Driver info center: ODO/trip/hour/diagnostics/voltage display
- f. Diagnostic interface connector: located below dash or chassis standard location.
- g. Fuel level gauge (Low fuel alarm (light and audible warning) to activate at  $\frac{1}{4}$  of a tank)
- h. Coolant temperature gauge
- i. Transmission temperature gauge
- j. Hour meter: Integral with driver display
- k. Engine oil pressure gauge
- l. Radio; AM/FM/ DVD/CD/AUX
- m. Radio speaker: (2) cab
- n. Speedometer: MPH with odometer that reads tenths
- o. Tachometer: Electronic 3000 RPM
- p. Digital voltage display: Integral with driver display
- q. Windshield wiper control: Two speed and with delay
- r. Marker lamp switch

Figure 7



**3.54 Wheelchair Accommodations**

**3.54.1** TWO FORWARD-FACING WHEELCHAIR SECUREMENT LOCATIONS: Two forward-facing locations, as close to the wheelchair loading system as practical, shall provide parking space and securement system compliant with ADA requirements for a passenger in a wheelchair. (As per Americans with Disability Act Requirements Circular C 4710.1)

**3.54.2** Priority seating signs will be provided at each wheelchair location.

**3.54.3** The securement tie-down equipment will have automatic tightening retractors with floor pocket anchorage.

**3.54.4** Each wheelchair/ mobility-aid securement device will be the most up to date model with a six-point belt securement system, with a shoulder harness and appropriate extensions.

**3.54.5** Maneuvering room inside the bus will accommodate easy travel for a passenger in a wheelchair from the loading device through the bus to the designated securement area, and back out.

**3.55 Flooring**

**3.55.1** The floor will have a non-skid rubber walking surface that remains effective in all weather conditions and complies with all ADA requirements. The floor covering, as well as transitions of flooring material to the main floor and to the entrance and exit area, will be smooth and present no tripping hazards. The finished floor covering will be medium gray in color.

**3.55.2** FLOORING, STEPS, AND THRESHOLDS: Flooring, steps, and thresholds on proposed trolley vehicle 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.

**3.56 Standee Line and Warning**

Proposed trolley vehicle shall be designed and constructed to allow standees. Standee line 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. (As per Florida Administrative Code Rule 14-90.007)

**3.57 Handrails and Stanchions**

Proposed trolley vehicle shall be designed and constructed to allow standees. Proposed trolley vehicle 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. Proposed trolley vehicle 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. The brass stanchions shall be equipped with fourteen L

### 3.57.1 Leather grab straps (See Figure 8).

**Figure 8**



### 3.58 Wheel Chair Lift

The proposed trolley vehicle shall have a dedicated wheel chair lift door. The door shall be located on the curb side in front of the rear exit door (see section 9.2). Door shall comply with ADA requirements to include emergency Light/Buzzer for Wheel chair Door Ajar.

- Wheel Chair Lift Door:  
 Specify height of door opening \_\_\_\_\_ Inches.  
 Specify width of door opening \_\_\_\_\_ Inches.
- Braun w/c lift # NL919F1B-2-ADA. (or approved equal)
- Exterior 4" Round LED Lift Light.

### 3.59 Persons with Disabilities

As per Florida Administrative Code Rule 14-90.007 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 (Americans with Disability Act Requirements Circular C 4710.1).

### 3.60 Emergency Exits

Proposed trolley vehicle 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. (As per Florida Administrative Code Rule 14-90.007)

### **3.61 Driver Storage**

Proposer shall provide lockable console to accommodate driver's belongings.

### **3.62 Stop Request**

**3.62.1** The signal system will be an electronic system using a chime or bell system mounted in the passenger compartment.

**3.62.2** This electronic system will be activated by pull cords or yellow touch pads located under the window frames on each side of the interior of the coach, for easy passenger access.

**3.62.3** A yellow touch pad shall also be provided at each wheelchair securement position within easy reach for the passengers.

**3.62.4** A "Stop Requested" sign and integrated electronic system with the chime/bell will be installed in the vehicle to alert the driver of exiting passengers.

**3.62.5** The "Stop Requested" sign will be installed at the front of the trolley vehicle enabling both the driver and passengers to see the sign.

**3.62.6** The "Stop Requested" sign will light in connection with the passenger pull cord and chime/bell system.

**3.62.7** The Blue "Wheelchair" sign will light in connection with the yellow touch pad at each wheelchair securement

**3.62.8** Interior side walls: Sidewalls shall be carpeted below windows with rest of wall oak paneled. (see Figure 9)

**Figure 9**





**3.62.9** Interior roof: Shall be covered with oak panel. (see Figure 10)

**Figure 10**



Does your proposal comply with all requirements listed above in Sections 3.34 to 3.66?  
 YES ( ) NO ( )

On a separate sheet list any of the sections that do not meet the requirements and explain why.

**3.63 Heating, Ventilating, and Air Conditioning- Capacity and Performance**

**3.63.1 HVAC CLIMATE CONTROL SYSTEM:** shall be capable of controlling the temperature and maintaining the humidity levels of the interior of the bus as following:

- a. With the bus running at the design operating profile with corresponding door opening cycle, and carrying a number of passengers equal to 150 percent of the seated load, the HVAC system shall control the average passenger compartment temperature within a range between 65 and 80 °F, while maintaining the relative humidity to a value of 50 percent or less. The system shall maintain these conditions while subjected to any outside ambient temperatures within a range of 10 to 95 °F and at any ambient relative humidity levels between 5 and 50 percent.
- b. When the bus is operated in outside ambient temperatures of 95 to 115 °F, the interior temperature of the bus shall be permitted to rise 0.5° for each degree of exterior temperature in excess of 95 °F.
- c. When bus is operated in outside ambient temperatures in the range of -10 to 10 °F, the interior temperature of the bus shall not fall below 55 °F while the bus is running on the design operating profile.

- d. System capacity testing, including pull-down/warm-up, stabilization and profile, shall be conducted in accordance to the APTA's "Recommended Instrumentation and Performance Testing for Transit Bus Air Conditioning System."
- e. The recommended locations of temperature probes are only guidelines and may require slight modifications to address actual bus design. Care must be taken to avoid placement of sensing devices in the immediate path of an air duct outlet. In general, the locations are intended to accurately represent the interior passenger area.
- f. The air conditioning portion of the HVAC system shall be capable of reducing the passenger compartment temperature from 110 °F to 70 °F +/-3 °F in less than 30 minutes after system engagement for 35-foot bus. Engine temperature shall be within the normal operating range at the time of start-up of the cool-down test, and the engine speed shall be limited to fast idle at  $\frac{3}{4}$  max governed speed that may be activated by a driver-controlled device. During the cool-down period, the refrigerant pressure shall not exceed safe high-side pressures, and the condenser discharge air temperature, measured 6 in. from the surface of the coil, shall be less than 45 °F above the condenser inlet air temperature. No simulated solar load shall be used. There shall be no passengers on board, and the doors and windows shall be closed.

### **3.64 Controls and Temperature Uniformity**

**3.64.1** The HVAC system excluding the driver's heater/defroster shall be centrally controlled with an advanced electronic/diagnostic control system with provisions for extracting/reading data. The system shall be compliant with J1939 Communication Protocol for receiving and broadcasting of data.

Hot engine coolant water shall be delivered to the HVAC system driver's defroster/heater and other heater cores by means of an auxiliary coolant pump, sized for the required flow.

**3.64.2** CONTROLS FOR THE CLIMATE CONTROL SYSTEM (CCS): The controls for the driver's compartment for heating, ventilation and cooling systems shall be integrated and shall meet the following requirements:

- a. The heat/defrost system fan shall be controlled by a separate switch that has an "off" position and at least two positions for speed control. All switches and controls shall preclude the possibility of clothing becoming entangled, and shields shall be provided, if required. If the fans are approved by the City, an "on-off" switch shall be located to the right of or near the main defroster switch.
- b. A manually operated control valve shall control the coolant flow through the heater core.
- c. If a cable-operated manual control valve is used, the cable length shall be kept to a minimum to reduce cable seizing. Heater water control valves shall be "positive" type, closed or open.

### **3.65 Fully Automatic Climate Control System**

The climate control system shall be fully automatic and control the interior average temperature to within  $\pm 2$  °F of specified temperature control set-point.

### **3.66 Single Control Set Point**

**3.66.1** The temperature control set-point for the system shall be 70 °F.

**3.66.2** Interior temperature distribution shall be uniform to the extent practicable to prevent

hot and/or cold spots. After stabilization with doors closed, the temperatures between any two points in the passenger compartment in the same vertical plane, and 6 to 72 in. above the floor, shall not vary by more than 5 °F with doors closed.

**3.66.3** The interior temperatures, measured at the same height above the floor, shall not vary more than  $\pm 5$  °F from the front to the rear from the average temperature determined in accordance with APTA's "Recommended Instrumentation and Performance Testing for Transit Bus Air Conditioning System."

**3.66.4** Variations of greater than  $\pm 5$  °F will be allowed for limited, localized areas provided the majority of the measured temperatures fall within the specified requirement.

### **3.67 Electrical system, Lighting and Components**

**3.67.1** EXTERIOR LIGHTING: All exterior lights added by final manufacturer shall be L.E.D. with brass shields, and brass hardware.

- a. All exterior lighting will be 12-volt DC and be installed in compliance with motor carrier safety regulations and FMVSS Standard 108. Headlights will be single-high/low, round assemblies with brass plated beauty rings.
- b. Side clearance lights will be installed on the outside edge of the roof cap and must be LED array lights.
- c. Front directional LED array lights will be mounted above the cowcatcher. Side directional LED array lights will be provided with brass plated armored guards.
- d. Rear tail lights, directional lights, and rear stop lights will be LED array lights.
- e. The rear stop, tail, and directional lights will be mounted above the bumper.
- f. All exterior housings of lamps, electric devices and fixtures shall be corrosion resistant and weather proofed. Electrical fixtures attached to the sides of the trolley vehicle below the 75-inch level shall be near flush mounted, not to protrude more than two (2) inches.
- g. Ground Lights. Two (2) LED utility lights shall be located under each step. These will activate when any exterior door is open or when parking brake applied.
- h. Step well (side doors). The curbside doorsteps well shall be automatically lit when the side or rear doors are opened.
- i. A functioning authentic vintage design single headlight assembly will be mounted in the center of the front grille.
- j. The headlight will be a minimum of 8" diameter with standoff design. The headlight shall be made of plated polished brass.

**3.67.2** The vehicle's taillight package shall be:

- a. LED Tail Lights - Stop/Turn/Backup - 4" Round
- b. LED Separate Brake Light - Pair 4
- c. LED Turn Signals - Side Mount (Mid Body)

### **3.68 Vehicle Interior Lighting**

The basic interior trolley lighting configuration shall be designed to minimize electrical loads and include: a driver's compartment dome light, instrument panel lights, master switch panel and console light(s). LED Lighting shall be designed and located so that no glare is reflected into the driver's eyes or his line of vision from the switch control panels or other areas that are illuminated while the vehicle is in motion.

**3.68.1** The interior lights will consist of six (6) 12 volt, 40-watt minimum, and globe style lights with brass bases.



- 3.68.2 The dome lights will be installed above the center aisle evenly spaced along the cupola ceiling to provide lighting for safe passenger movement.
- 3.68.3 The main switch located in the driver console will activate the lighting.
- 3.68.4 Dome light gloves will be shatter proof plastic.

### 3.69 Wiring Installation

- 3.69.1 The trolley body and accessory electrical equipment shall be serviced by circuit(s) that is separate and distinct from the vehicle chassis circuits. All wiring provided by the trolley manufacturer shall conform to all the SAE J1292 requirements or most current edition.
- 3.69.2 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.
- 3.69.3 All electronic devices and equipment installed which produce RFI, shall have the proper filters, suppressors or shielding to prevent electromagnetic radiation and the resultant interference to radios and other medical electronics.
- 3.69.4 The wiring shall be permanently color coded to identify wire function. Wires shall be permanently heat ink embossed with both number and function codes, including ground conductors. The function codes shall be the "descriptive" name of the circuit served. The number code shall be the exact purpose of that circuit. This number code shall be completely referenced in a detailed wiring schematic provided with the vehicle. The function and number code shall be embossed at a minimum of 4-inch intervals the entire length of the wire.
- 3.69.5 SPECIAL NOTICE TO PROPOSERS: Wiring code numbers or labels that are hand-written, paper or plastic which are glued or otherwise attached to the wire are not considered by the City to be permanent and will not be accepted.
- 3.69.6 The use of "Scotch-Lock" type fasteners is NOT ACCEPTABLE. To insure minimal voltage drop and secure connections NO splices shall be allowed in the wiring harness. NO BLACK ELECTRICAL TAPE TO BE UTILIZED.
- 3.69.7 The successful proposer shall deliver with the finished vehicle a complete set of "as built" electrical diagram drawings. The diagrams shall be supplied on CD in PDF file format.

### 3.70 Battery System

- 3.70.1 The two (2) 8D batteries shall be securely mounted, and easily serviced in a slide out battery tray. This compartment shall be lockable and vented to prevent excessive heat build-up. The battery compartment shall be properly drained. The tray slides shall be rated to support the required number of batteries. (As per Florida Administrative Code Rule 14-90.007)
- 3.70.2 Proposer shall install a battery selector 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. (As per Florida Administrative Code Rule 14-90.007)

### **3.71 Electrical Compartments**

- 3.71.1** Shall have the interior dimension as required to contain necessary electrical equipment. This compartment shall have a hinged, door with gas shocks to hold it open. Door must open in such a way to readily permit servicing. Shall be keyed different than all other locks, mechanic accessible only.
- 3.71.2** EXTERIOR COMPARTMENT LIGHTING: Each exterior compartment shall be equipped with flush mounted LED clear lights to illuminate every area of the compartment. Some compartments may require several lights.
- 3.71.3** When the compartment is opened these lights shall be automatically lighted. To prevent unnecessary power drain the trolley's electrical system shall be so designed that only the light in the compartment that is opened shall light. Systems that activate lights in compartments that are closed are not acceptable. NO EXCEPTION.

### **3.72 Additional Systems, Equipment, Accessories, and Supplies**

- 3.72.1** BACK-UP CAMERA SYSTEM: To be automatically activated when in reverse. Camera to be located on upper rear center on exterior module to view both ends of rear bumper and out. A seven (7") inch color monitor shall be located within view of the driver (location to be determined at prebuild conference). Monitor shall not block driver's view of the road.
- 3.72.2** BACKUP ALERT ALARM: Audible warning device shall be activated when the vehicle is shifted into and/or moving in reverse.
- 3.72.3** PUBLIC ADDRESS SYSTEM: A public address system will be provided within the trolley vehicle that complies with the ADA requirements of 49 CFR, Part 38.35 and enables the operator to address passengers either inside or outside the bus. Four (4) flat black covered speakers will be provided and located about the center aisle. Inside speakers will broadcast, in a clear tone, announcements that are clearly perceived from all seat positions at approximately the same volume level. Outside speakers will be provided so announcements can be clearly heard by passengers standing outside the bus near the front and rear doors. An operator-controlled switch will select inside or outside announcements. A gooseneck microphone will be floor activated by the driver. Location of the microphone will be easily accessible to the driver. A provision will be provided to secure the microphone in a stored position when not in use. A separate volume control will be provided for the outside system if volume adjustment would otherwise be necessary when switching from inside to outside. The system will be muted when not in use.
- 3.72.4** FARE BOX: Furnish and install Diamond Model E-5 with Two Vaults. Mounting to be determined at pre-build. Or approved equal.
- 3.72.5** KEYS: Six (6) complete sets of chassis, compartment, and keys shall be provided.
- 3.72.6** Furnish and install a Plexiglas 6-pocket Brochure Holder Behind Driver (Clear) to accommodate 4" x 9" rack cards

- 3.72.7** Furnish and Install three modesty panels. One installed on the left side of entry door, and two rear door on both left and right sides.
- 3.72.8** Furnish and Install Literature Rack (Interior Wood) by Front Stairwell to accommodate at least four (4) compartments for 4" x 9" rack cards.
- 3.72.9** Furnish and Install modesty panels behind driver seat.
- 3.72.10** Furnish and Install REI Monitor System A/V or equivalent
- 3.72.11** Furnish and Install 22" Flat Screen LED Monitor installed behind drivers compartment on modesty panel.
- 3.72.12** Furnish and Install Twin Vision Front Sign - Mobilite LED (14 x 108 DPI) 4.1" x 42.13" or approved equivalent (see Figure 11)

**Figure 11**



- 3.73** Furnish and Install Twin Vision Side Sign - Mobilite (14 x 72 DPI) 4.1" x 27.95" or approved equivalent (see Figure 12)

**Figure 12**



**3.74 Color, Paint, and Finish**

**3.74.1** The exterior body paint and priming components to be used are those customarily used by second stage manufacturer and approved of by the City. The final film of painted surfaces shall be smooth and uniform, free of grit, metal shavings, streaks, blushing, runs, sagging, blisters, "fish-eyes", "orange peel", pinholes, or other surface irregularities. The color selected will exactly match the color will have been pre-approved by the City of Fort Lauderdale.

a. Paint Color and Design. The design shall match existing vehicles in The City's trolley fleet.

i. **Cab Color A: OEM Paint code:**

Muted Yellow:  
CMYK 0/2/80/0  
RGB 255/238/80

ii. **Cab Color B: OEM Paint code:**

Teal:  
CMYK 53/0/12/0  
RGB 107/204/223  
Pantone 310C  
HEX #6bccdf

iii. **Cab Color C: OEM Paint code:**

Muted Red:  
CMYK 0/79/77/0  
RGB 242/92/68  
Pantone 7625C  
HEX #f25c44

iv. **Chassis Color:**

Standard OEM Black

**3.74.2** EMBLEMS AND MARKINGS: The trolley shall be lettered and striped to match the existing trolleys in City's fleet (see Figure 13). Material shall be 3M reflective Material. Proposers shall be familiar with the special graphics requirements of this proposal. No seams or splices permitted on large flat surfaces. Tape striping and pin striping must be continuous on the larger surface areas.

CONTINUED ON NEXT PAGE

**Figure 13**

### **3.75 Warranty**

- 3.75.1** WARRANTY: The successful Proposer shall provide the warranty statement on the trolley chassis, body, and major components that covers defective parts and/or components, the improper choice of materials, parts and/or components, improper design or engineering and poor or improper workmanship or quality control techniques. This warranty shall include any and all costs for labor and parts or materials that are required to correct any and all deficiencies. It is not the intent of this requirement that items such as light bulbs, filters, tires, brake linings, windshield wiper blades, etc. are to be covered. Sample of this warranty shall be submitted with the proposal.
- 3.75.2** Since it is the purpose of these specifications to provide a trolley vehicle that will provide many years of service, the Manufacturer of the vehicle(s) proposal shall warrant the structural integrity of the body for a period of at least five (5) years. This warranty shall be in writing and shall be included with this proposal. Include the ability to obtain extended warranties and list from whom and the coverage available.
- 3.75.3** The manufacturer shall provide a minimum five (5) year warranty on the vehicle's electrical system. This warranty excludes the O.E.M. or "first stage" chassis manufacturer's electrical system. A sample of the "second stage" electrical system warranty shall be included with the proposal.
- 3.75.4** Since it is the purpose of these specifications to provide a trolley vehicle that will provide many years of service, the Manufacturer of the vehicle(s) proposal shall warrant the paint for a period of seven (7) years / unlimited miles (NO PAINT VENDOR WARRANTIES WILL BE ACCEPTED)
- 3.75.5** Warranties shall not be pro-rated
- 3.75.6** Warranties shall commence immediately after vehicle is placed into service by the City of Fort Lauderdale.

**Does your proposal comply with all requirements listed above in Sections 3.67 to 3.79?**  
**YES ( ) NO ( )**

**On a separate sheet list any of the sections that do not meet the requirements and explain why.**

**3.76 Service Center**

The successful Proposer shall provide the name and contact information for the nearest warranty center to the City of Fort Lauderdale, FL. on the trolley chassis, body, and major components.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

**3.77 Pricing**

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer shall remain fixed and firm throughout the first (2) years of the term of this contract. Thereafter, any price increase or decrease from the contract prices will be considered a price change. No price change will be allowed unless it has been reviewed and approved in writing by the City. Price change requests must be supported with acceptable documentation showing that actual costs have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by the City, but no price increase based solely on an increase in the Producer Price Index (PPI) will be allowed. Proposer may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

**3.78 Post-Delivery Test**

The City may conduct acceptance tests on the delivered bus. These tests will be completed within 15 days after bus delivery and will be conducted in accordance with written test plans. The purpose of these tests is to identify defects that have become apparent between the time of bus release and delivery to the City. The post-delivery tests will include visual inspection and bus operations.

Buses that fail to pass the post-delivery tests are subject to non-acceptance. The City will record details of all defects on the appropriate test forms and will notify the VENDOR of non-acceptance of each bus within five days after completion of the tests. The defects detected during these tests will be repaired according to procedures defined in the Quality Assurance Provisions of the Federal Clauses and Requirements.

**3.78.1 VISUAL INSPECTION:** The post-delivery inspection will be conducted with the bus in a static condition. Any visual delivery damage will be identified and recorded during the visual inspection of each bus.

**3.78.2 BUS OPERATION:** The road tests for total bus operation searches for operational deficiencies of the bus and will be identified and recorded.

**3.78.3 ACCEPTANCE:** Within 15 calendar days after arrival at the designated point of delivery in Fort Lauderdale, the bus shall undergo a City post-delivery inspection and test. If the bus passes this inspection and test, acceptance of the bus by the City



occurs. If the bus fails the inspection test, the City reserves the right to either have the VENDOR make the required repairs or prepare for them to be repaired at a local vendor in accordance with the Warranty Provisions.

### **3.79 Certifications Documentation**

Any new bus model purchased with funds obligated by the Federal Transit Administration must comply with 49 CFR 665 BUS TESTING PROGRAM. Each bid must contain the following items: Proposals not following these instructions may not be evaluated or considered for an award.

**3.79.1** The Date the proposed model was placed in service.

**3.79.2** ALTOONA TESTING CERTIFICATION: The Date the proposed bus model was tested at the Bus Testing and Research Center in Altoona, PA. & Copy of entire Altoona Testing Report. What changes (if any) in configuration or components have been made or are proposed since the bus model was tested in Altoona, and why such changes are deemed not to be Major change.

**3.79.3** Pre-Award Buy America Compliance Certification.

**3.79.4** PRE-AWARD FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS): The Contractor shall submit:-Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or-Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**3.79.5** TRANSIT VEHICLE MANUFACTURE (TVM) DBE CERTIFICATION: The Contractor must provide documentation of the Transit Vehicle Manufacturer's Disadvantaged Business Enterprise (DBE) certification, in compliance with 49 CFR 23.67, to both the City and the FTA.

### **3.80 Training**

The Contractor shall have at least one qualified instructor who shall be available at the City's property for two (2) business days between the hours of 7:00 am and 4:00 pm after acceptance of the bus. Instructor(s) shall conduct schools and advise the personnel of the City on the proper operation and maintenance of the proposed equipment. The Contractor also shall provide visual and other teaching aids (such as manuals, slide presentations and literature) for use by the City's own training staff and which becomes the property of the City.

### **3.81 Parts and Service Manuals**

**3.81.1** The proposed trolley shall include an "As Built" Parts CD

**3.81.2** The proposed trolley shall include an "As Built" Wiring CD

**3.81.3** The proposed trolley shall include an "As Built Service CD"

**3.81.4** The Proposer shall include Parts and Service Manual or preferred method CD for each major component. (E.g. Wheelchair Lift, Air Conditioning system)

**3.81.5** The Proposer shall include five (5) operator handbooks.

### **3.82 Sustainability**

The City of Fort Lauderdale recognizes that being sustainable (environmentally, economically and socially responsible) involves everyone, both internal and external to the City. The City of

Fort Lauderdale expects its contractors to have their own sustainability policies and programs in place and to provide services in line with the principles established therein. Implementation of sustainable practices may include maximizing the use of environmentally and socially responsible materials and services, utilizing energy-efficient and non-polluting vehicles, equipment and processes, and ensuring that employee awareness of sustainability initiatives.

The City of Fort Lauderdale has an environmental policy that includes the responsibility to make sure all of its contractors are informed of this policy. The Contractor will provide the City with a statement indicating that responsible parties have read and understand the City's environmental policy and that it agrees to use reasonable efforts to conduct its work and operations in a manner which is consistent with them. In addition the Contractor will provide the City with a copy of its corporate sustainability policy. For more information, please visit us at <http://gyr.fortlauderdale.gov/greener-government/greening-our-routine-esms>

### **3.83 Options**

**3.83.1** Options described below shall be priced separately from the base price of the propose trolley. The City of Fort Lauderdale may choose the listed options separately.

**3.83.4** Upgrade from brass to stain steel to include all stanchions, hand rails, lighting bezels, center mounted headlight, bars on removable windows \$\_\_\_\_\_

**3.83.5** Miniature Red LED lights around the exterior roof perimeter, spaced approximately 12 inches apart. \$\_\_\_\_\_

**3.83.6** Literature Rack (Interior Wood) by Rear Stairwell to accommodate at least four (4) compartments of 4" x 9" rack cards. \$\_\_\_\_\_

**Does your proposal comply with all requirements listed above in Sections 3.79 to 3.87?**  
YES ( ) NO ( )

**On a separate sheet list any of the sections that do not meet the requirements and explain why.**

END OF SECTION



## SECTION IV – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses Bidsync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from Bidsync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in Bidsync well in advance of their intention of submitting a proposal to ensure familiarity with the use of Bidsync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Bidsync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion is a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of

records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

- 4.1.6** One (1) original and four (4) copies plus one (1) electronic (soft) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

## **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than fifty (50) pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

- 4.2.1** TABLE OF CONTENTS: The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.
- 4.2.2** EXECUTIVE SUMMARY: Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.
- 4.2.3** EXPERIENCE AND QUALIFICATIONS: Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

**4.2.4** APPROACH TO SCOPE OF WORK: Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available other available resources you offer for the project.

**4.2.5** REFERENCES: Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- a. Client Name, address, contact person telephone and E-mail addresses.
- b. Description of work.
- c. Year the project was completed.
- d. Total cost of the project, estimated and actual.

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

**4.2.6** MINORITY/WOMEN (M/WBE) PARTICIPATION: If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

**4.2.7** SUBCONTRACTORS: Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

**4.2.8** REQUIRED FORMS:

- a. Proposal Certification: Complete and attach the Proposal Certification provided herein.
- b. Cost Proposal: Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.
- c. Non-Collusion Statement: This form is to be completed, if applicable, and inserted in this section.
- d. Local Business Preference (LBP): This form is to be completed, if applicable, and inserted in this section
- e. Contract Payment Method: This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.
- f. Sample Insurance Certificate: Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.
- g. Business License: Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida

END OF SECTION

## SECTION V – EVALUATION AND AWARD

### 5.1 Evaluation Procedure

#### 5.1.1 BID TABULATIONS/INTENT TO AWARD:

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

**5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list no less than three (3) Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

**5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

**5.1.5** The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

### 5.2 Evaluation Criteria

**5.2.1** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

#### 5.2.2 WEIGHTED CRITERIA

<b><u>ABILITY TO MEET OBJECTIVES</u></b>	
Availability of Trolley and Ability to Meet Delivery Date	30%
Ability to Meet Technical Specifications and References	25%
Warranty and Extended Warranty Documentation	15%
<b><u>QUALIFICATIONS</u></b>	
References, past performance, years in business	10%
Trolley Cost	30%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

**5.3 Contract Award**

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

**SECTION VI - COST PROPOSAL PAGE****Proposer Name:** \_\_\_\_\_

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

1. Trolley Vehicle \$ \_\_\_\_\_

2. Freight and Transport \* \$ \_\_\_\_\_

**Total Project Cost** \$ \_\_\_\_\_

**\*We are requesting the vehicle be transported and not driven as long as it is not cost prohibitive.**

**Submitted by:**\_\_\_\_\_  
Name (printed)\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Title

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME****RELATIONSHIPS**

-







**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.



The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### **1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### **1.11 SCRUTINIZED COMPANIES**

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or 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 has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### **1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

### **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

#### **2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

**CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

**CONSULTANT** – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested

should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make

an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
[http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.

- All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending

audits, investigations or litigation matters relating to the contract are closed, whichever is later.

- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to

perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**BID/PROPOSAL CERTIFICATION**

**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City:  State:  Zip:

Telephone No.  F A X N o .  E m a i l :

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Payment Terms (**section 1.04 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ☐ WBE ☐

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

5

6

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated



subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title

**CONTRACT PAYMENT METHOD BY P-CARD**

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☐ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

## Question and Answers for Bid #466-11768 - Trolley Vehicles

### Overall Bid Questions

There are no questions associated with this bid.