Form No. DTMB-3521 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

December 28, 2012

CHANGE NOTICE NO. 071B1300119

to

CONTRACT NO. 5

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Hoekstra Transportation, Inc.	Steve Bolin	Sbolin@HoekstraTruck.com
3741 Rodger B Chaffee Blvd	TELEPHONE	CONTRACTOR #, MAIL CODE
Grand Rapids, MI 49548	(800)-444-4104	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Mike Frezell	517-335-0904	FrezellM@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Small BUSES, 18 & 22 Passenger– Michigan Department of Transportation,**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 22, 2010	December 21, 2012	1, 1 Year Option	December 21, 2012
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS:
N/A

DESCRIPTION OF CHANGE NOTICE:

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☒	☐	1 Year	December 21, 2013

VALUE/COST OF CHANGE NOTICE:	ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:
$0.00	$ 2,887,965.00

Effective December 21, 2012, the Contract option year is hereby exercised. The new Contract end date is December 21, 2013.

All other terms, conditions, specifications, and pricing remain unchanged.

Per vendor and agency agreement and DTMB Procurement approval.

March Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **February 23, 2012**
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B1300119

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Hoekstra Transportation** **3741 Roger B Chaffee** **Grand Rapids, MI 49548** **Email: SBolin@HoekstraTruck.com**	TELEPHONE (800) 444-4101 x 1130 **Steve Bolin** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-7374 **Klatra Pickett**
CONTRACT COMPLIANCE INSPECTOR: Michael Frezell (517) 335-0904 **Small Buses, 18 & 22 Passenger – Michigan Department of Transportation**	
CONTRACT PERIOD: **2 yrs. + 1 one-year option** From: **December 22, 2010** To: **December 21, 2012**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO AUTHORIZED MIDEAL MEMBERS.

NATURE OF CHANGE:

Effective immediately, the buyer is hereby CHANGED to Klatra Pickett.

All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per DTMB Procurement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $9,934,255.00

March Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

June 8, 2011

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B1300119

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Hoekstra Transportation** **3741 Roger B Chaffee** **Grand Rapids, MI 49548** **Email: SBolin@HoekstraTruck.com**	TELEPHONE (800) 444-4101 x 1130 **Steve Bolin** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa, Buyer Specialist**
CONTRACT COMPLIANCE INSPECTOR: Michael Frezell (517) 335-0904 **Small Buses, 18 & 22 Passenger – Michigan Department of Transportation**	
CONTRACT PERIOD: **2 yrs. + 1 one-year option** From: **December 22, 2010** To: **December 21, 2012**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE:

Effective immediately, Small Bus Specifications, Section II - Body Specifications is hereby changed as follows:

Subsection P - Seats, 4. Seat Material: Last sentence in paragraph 1 is changed.

From: "Seat colors shall be a tan background or grey background approved by the State."

To: "Seat color background shall be approved by the State.

<u>Subsection P - Seats, 1. Driver's Seat</u>: Paragraph c is changed.

From: "The driver's seat covering shall be gray cloth-type Woven Fabric (with flame retardant qualities) meeting the requirements listed below in All Seats, Part 4.

To: "The drivers seat covering shall be cloth-type (color specified by the ordering agency) Woven Fabric (with flame retardant qualities) meeting the requirements listed below in All Seats, Part 4."

All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request dated June 2, 2011.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $9,934,255.00

March Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **May 26, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B1300119

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Hoekstra Transportation** **3741 Roger B Chaffee** **Grand Rapids, MI 49548** **Email: SBolin@HoekstraTruck.com**	TELEPHONE (800) 444-4101 x 1130 **Steve Bolin** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa, Buyer Specialist**
CONTRACT COMPLIANCE INSPECTOR: Michael Frezell (517) 335-0904 **Small Buses, 18 & 22 Passenger – Michigan Department of Transportation**	
CONTRACT PERIOD: **2 yrs. + 1 one-year option** From: **December 22, 2010** To: **December 21, 2012**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE:

Effective immediately, the following Items are hereby ADDED to this Contract:

Freedman Double Seat with Two (2) Integrated Child Seats (ICS) 38" wide. Seating shall include yellow grab handles and meet all seating specifications as listed in Small Bus Specifications, Section II - Body Specifications, Subsection P - Seats.

Freedman Double Seat with Two (2) ICS Vinyl D90 $1,042.00 each
Freedman Double Seat with Two (2) ICS Cloth Synergy $1,082.00 each

Pricing includes Seat, Seat Covers, Seat Belts, Fire Block and Yellow Grab Handles.

All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per DTMB, Purchasing Operations request dated May 18, 2011, vendor proposal dated May 20, 2011, and agency request dated May 23, 2011.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $9,934,255.00

March Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **March 28, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B1300119

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Hoekstra Transportation** **3741 Roger B Chaffee** **Grand Rapids, MI 49548** **Email: SBolin@HoekstraTruck.com**	TELEPHONE (800) 444-4101 x 1130 **Steve Bolin** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-0301 **Sue Cieciwa, Buyer Specialist**
CONTRACT COMPLIANCE INSPECTOR: Michael Frezell (517) 335-0904 **Small Buses, 18 & 22 Passenger – Michigan Department of Transportation**	
CONTRACT PERIOD: **2 yrs. + 1 one-year option** From: **December 22, 2010** To: **December 21, 2012**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE:

Effective immediately, **NASPO political sub-divisions and transit agencies** may use this Contract.

Therefore, **Article 1.042 Reports** is hereby REVISED, as follows: **(Changes in Bold)**

The Contractor shall be able to provide various reports, when requested. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, services compliance reports etc.

Contractor's awarded contracts that are available for purchases by MiDEAL program members (authorized local units of government), **NASPO Member States, their political sub-divisions and transit agencies** must submit reports of purchasing

activities to Purchasing Operations, DTMB on a quarterly basis. Reports shall include, at a minimum, an itemized listing of purchasing activities by each agency, with the agency name, order date, factory start date, factory completion date, delivery date, and the total value of purchases for each agency, and a grand total of all purchases.

In addition, **Article 1.061 Proposal Pricing, State Administrative Fee** is hereby REVISED, as follows: **(Changes in Bold)**

The Contractor must collect an Administrative Fee on sales transacted to NASPO member states, **their political sub-divisions and transit agencies,** and MiDEAL members **(excluding Authorized Michigan Transit Agencies)** under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals one percent (1%) of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: Applicable State BPO Number, report amount(s), and reporting period covered.

QUARTERLY CHECKS
Contractor must forward the check to the following address:

Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Please make check payable to: State of Michigan

QUARTERLY REPORTS
On itemized quarterly reports, each line shall State the BPO (Contract Number), name of the NASPO member state, **political sub-division, transit agency** and/or MiDEAL member **(excluding Authorized Michigan Transit Agencies)** which made a purchase, the item number purchased, the unit cost of the item purchased, the quantity purchased, the sales amount subject to the administrative fee, and the amount of the 1% administrative fee due the State of Michigan.

E-mail Reports to: mideal@michigan.gov

Any questions about reports or checks, e-mail the address above.

All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request dated March 28, 2011 and DTMB, Purchasing Operations agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: $9,934,255.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B1300119
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR	TELEPHONE: Steve Bolin **(800) 444-4104 x 1130**
Hoekstra Transportation **3741 Roger B Chaffee** **Grand Rapids, MI 49548** **Email: SBolin@HoekstraTruck.com**	CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517)241-1647 **Irene Pena, Buyer**

Contract Compliance Inspector: Mike Frazell
Small Buses, 18 & 22 Passenger – Michigan Department of Transportation

CONTRACT PERIOD: **2 yrs. + 1 one-year option** From: **December 22, 2010** To: **December 21, 2012**

TERMS	SHIPMENT
N/A	**N/A**
F.O.B.	SHIPPED FROM
N/A	**N/A**

MINIMUM DELIVERY REQUIREMENTS
N/A

MISCELLANEOUS INFORMATION:
THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB #071I0200170, this Contract Agreement and the vendor's quote dated 8/10/10. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $9,934,255.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I0200170. Orders for delivery will be issued directly by the Department of Michigan Department of Transportation through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:	**FOR THE STATE:**
Hoekstra Transportation Firm Name	Signature
Authorized Agent Signature	**Anthony J. Des Chenes, Director** Name/Title
Authorized Agent (Print or Type)	**Commodities Division, Purchasing Operations** Division
Date	Date

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APPENDIX A - Cost Model/Evaluation Sheet
APPENDIX B – Small Bus Specifications
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DEFINITIONS

"Days" means calendar days unless otherwise specified.

"24x7x365" means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

"Additional Service" means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Audit Period" has the meaning given in **Section 2.093.**

"Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

"Blanket Purchase Order" is an alternate term for Contract and is used in the States computer system.

"Business Critical" means any function identified in any Statement of Work as Business Critical.

"Chronic Failure" is defined in any applicable Service Level Agreements.

"Deleted – Not Applicable" means that section is not applicable or included in this CONTRACT. This is used as a placeholder to maintain consistent numbering.

"Deliverable" means physical goods and/or commodities as required or identified by a Statement of Work

"DTMB" means the Michigan Department of Technology, Management and Budget

"Environmentally preferable products" means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

"Excusable Failure" has the meaning given in **Section 2.214.**

"Hazardous material" means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

"Incident" means any interruption in Services.

"ITB" is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the CONTRACT to potential Contractors

"Key Personnel" means any Personnel designated in **Section 1.031** as Key Personnel.

"New Work" means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“CONTRACT” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.
“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This is a Contract for the Michigan Department of Transportation, Bureau of Passenger Transportation for **small, 18 and 22-passenger buses** with various floor plans.

1.012 Background

This contract is for the purchase of **small, 18 and 22-passenger buses** by Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states to be used in the provision of public transportation services.

1.020 Scope of Work and Deliverables

1.21 In Scope

This contract is for small, 18 and 22-passenger buses with various floor plans. Minimum quantities shall be one (1) bus (pilot model) up to a maximum of 150 buses. The successful Contractor will be required to furnish all such materials and services as may be ordered during the contract period. Quantities specified, are estimates based on prior purchases, and the State is not obligated to purchase in these quantities. Orders for delivery will be issued directly to the Contractor by various authorized Local Units of Government, local Public Transit Agencies and NASPO member states.

Appendix D is a listing of these agencies which are authorized to order from this contract. The listing shall not limit participation of additional agencies/locations/States as the need may develop at the same prices, terms and conditions. However, written approval for additional agencies/location/States not on the attached list must be received by the Contractor from the Michigan Department of Transportation or the Department of Management and Budget, Purchasing Operations.

Hoekstra understands that this contract is for small 18-22 passenger buses with various floor plans and that quantities may very based on need. We furthermore understand that Appendix D lists authorized agencies and that with written approval other Local Units of Government and NASPO members may utilize this contract. In the NASPO instance, a 1% fee will be collected and submitted to the State as specified.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

CUSTOMER SERVICE/ORDERING

Contractor shall discuss their ordering/customer service capabilities. This includes having the capacity to receive orders via fax, mail, or e-mail. If mailed, a purchase order is considered "issued" when the order is placed in the mail. Contractors shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The contractor shall verify orders that have quantities that appear to be abnormal or excessive.

When an order is placed by a Michigan transit authority, the contractor will compare the new order to the most recent previous order and provide the Michigan Department of Transportation, Bureau of Passenger Transportation and the customer a report of any differences to verify. All orders will receive an "Acknowledgement" for final approval to start to build.

It is the preference of the State of Michigan that the Contractor have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. It is the preference of the State of Michigan that the Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. It is the preference of the State of Michigan that the Contractor provides a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this Contract shall be ordered by issuance of a purchase order, unless otherwise defined within the CONTRACT or contract resulting from this CONTRACT. Orders for delivery will be issued directly to the Contractor by various authorized Local Units of Government, local Public Transit Agencies, or NASPO member states.

All purchase orders are subject to the terms and conditions of this Contract. In the event of a conflict between a purchase order and the contract, the contract shall control.

Contractor Response:

CUSTOMER SERVICE PHONE: 1-800-444-4104 x 1130

Sales Representation –Steve Bolin will be the contract administrator for this contract.

Ordering **-** Once the contract is in place, agencies are provided a procurement packet that assists not only in the ordering of buses but also with the processing of required paperwork. The agencies can send orders to us by fax, mail, or e-mail. The orders are then entered into Eldorado Nationals internet based order entry system.

When we receive an order from an agency we pull the file on the last unit ordered (if they have purchased a bus from us in the past) to determine if they are ordering similar options, equipment, paint, etc. We review this against the new order as this eliminates many issues stemming from new agency personnel or simple ordering mistakes.

All units ordered have an "acknowledgment" sent back to us from the factory for final approval before the start to build. I review these personally. After the final acknowledgement, ElDorado provides a start date for production and we advise the end user.

Customer Service – We have a number of dedicated and experienced contacts available to agencies. This list of contacts is included with each delivery folder. All of the contacts on this list are capable of helping our customers/your agencies get what they need when they need it.

1.040 Project Plan

1.041 Project Plan Management

The Contractor will carry out this project under the direction and control of the Michigan Department of Transportation (MDOT), Bureau of Passenger Transportation; authorized local units of government; local public transit agencies and NASPO member states.

Although there will be continuous liaison with the contractor team, the client agency's project director will meet monthly as a minimum, with the contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems that arise.

The contractor will submit brief written quarterly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real and anticipated, which should be brought to the attention of the client agency' project manager; and notification of any significant deviation from previously agreed upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.

Within thirty (30) working days of the award the contract, the contractor will submit to the Michigan Department of Transportation, Bureau of Passenger Transportation project manager for final approval a work plan, which must include the following:

- The contractor's project organizational structure.
- The contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposals. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
- The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
- The time-phased plan, in the form of a graphic display, showing each event, task, and decision point in your work plan.

Contractor Response:

Hoekstra Transportation understands and with comply with the requirement of providing quarterly summaries of progress. These will outline the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, any issues that need to be brought to attention, and notification of any significant deviation from previously agreed upon work plans.

Furthermore, we understand and will comply with the submission of a "Work Plan".

1.042 Reports

The Contractor shall be able to provide various reports, when requested. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, services compliance reports etc.

Contractor's awarded contracts that are available for purchases by MiDEAL program members (authorized local units of government), must submit reports of purchasing activities to Purchasing Operations, DTMB on a quarterly basis. Reports shall include, at a minimum, an itemized listing of purchasing activities by each agency, with the agency name, order date, factory start date, factory completion date, delivery date, and the total value of purchases for each agency, and a grand total of all purchases.

Contractor Response:

We will provide status reports to MDOT personnel. These reports will include delivery dates, start dates, and payment dates. We will be happy to work with MDOT on these and any other reports that would be helpful such as work order recaps that may note reoccurring issues on new unit.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

PRODUCTION SCHEDULE
For the delivery of all units that may be released against the contract the following shall apply:

Pre-Pilot Model Review Meeting at the Manufacture Facility, or at a mutually agreed upon location, shall be conducted within thirty (30) calendar days from the date of the Purchase Order/Contract Release Form.

Delivery of Chassis to the Body Contractor, after the Pre-Pilot Model Meeting, shall be within one hundred (120) days.

Pilot Model Inspection Meeting at the Contractors Facility, or a mutually agreed upon location, shall be within sixty (60) calendar days, after the delivery of the Chassis to the Body Contractor.

Pilot Model Inspections and Approvals, shall be completed by the State and/or receiving agency within thirty (30) calendar days after delivery of the pilot model by the ordering agency.

Exact Delivery Due Dates, will be determined by the delivery schedule, plus (+) seven (7) calendar days from issue dated indicated on the Purchase Order/Contract Release Form. Delivery shall be at the rate of one (1) unit per week minimum until completion of the Purchase Order/Contract Release Form.

BUS OPERATING INSTRUCTIONS
Instructions, either graphic or audio-visual (DVD), for operating the bus shall be included with the first bus delivered to each agency. The instructions shall clearly identify the controls, switches, gauges, and other instructions that bus drivers and/or operators use while the bus would be in service. Instructions shall also be included for the operation of the Lift Interlock System, entrance door, and vehicle engine compartment fluid level fill and check areas.

PRE-DELIVERY SERVICE AND CONDITIONS
Prior to delivery, each bus shall be serviced and inspected by the dealer or his agent. At a minimum, this pre-delivery service shall cover the specifications listed in the Michigan Department of Transportation Specifications. A copy of the contractor's inspection and service check, including the contractors and vehicle identification, check off of service and inspection performed and service manager's signature shall be furnished with each bus delivered. The bus's crank case, differential and transmission shall be filled to the manufacture's recommended capacity and fuel tank shall have a minimum of one-half of a tank of fuel when the bus arrives at the delivery destination. The bus shall be clean and free from defects when delivered.

Each unit shall have an initial fill of windshield washer solution with solvent giving winter protection.

The receiving departments and/or agencies have been instructed to make immediate inspection on receipt of units and to process payment documents promptly. Payment documents; however, will be delayed if the bus fails to comply with specification requirements. Therefore, we wish to impress on contract dealers that close pre-delivery inspection in accordance with specifications be made.

Contractor Response:

Contractor shall indicate their agreement with the production schedule listed above.

Hoekstra Transportation agrees with and will comply with the above production schedule. Furthermore we agree to the terms of the Bus Operating Instructions and all Pre-Delivery Service and Conditions.

Production Schedule:

From the time of award we will schedule a pre production meeting with MDOT. This meeting is a review of the specification and ElDorado National build process and all components that will be used in the build.

MDOT or an agency will order a unit to be used as the pilot build. MDOT will monitor the build of the unit at the manufacturing facility in Salina, Kansas. The unit will than be shipped to Hoekstra Transportation and we will schedule a final inspection by MDOT personnel. Finally will have the ordering agency inspect the unit. All other orders that we receive after the contract is in place and prior to the completion of the pilot unit will be scheduled to start about 4 – 6 weeks after the pilot, this will give us time to correct any issues that MDOT may have with the pilot unit

During the contract period ElDorado National will set aside production slots each week for MDOT units, this provides us with the ability to ensure MDOT build / delivery times regardless of how many order ElDorado may receive from other parts of the country.

Bus Operating Instructions:

Bus operating instructions are provided in each bus delivered. In addition, Hoekstra Transportation drivers will provide minimal training if the receiving agency feels they need it. In some instances agencies have requested "in-service training". In this case I will schedule a time and complete this training.

Pre-Delivery Service & Conditions:

When a unit is received at Hoekstra Transportation we contact the agency. We send an invoice to the agency (not expecting to be paid but as an additional notice that the unit will be delivered in the near future). Our shop staff are provided a work order that reviews all of the equipment ordered on the unit (i.e. gas or diesel, cloth or vinyl) and serves also as an overall inspection and correct operation of all components. All units will be washed just prior to delivery inside and out.

Hoekstra Transportation completes all necessary warranty registration forms and mails them to the appropriate manufacturer (i.e. wheelchair lifts).

All agencies are offered an opportunity to come to our facility to inspect their buses prior to delivery. If this is inconvenient for the agency then we deliver the units directly. All agencies receiving units are encouraged to fully inspect each unit. If for any reason they are not happy with the condition of the unit they can have the drivers take the unit back to our facility, this is at the sole discretion of the ordering/receiving agency.

1.052 Final Acceptance

Final Acceptance is when the project is completed and functions according to the requirements listed above. Any intermediate acceptance of sub-Deliverables does not complete the requirement of Final Acceptance.

The Michigan Department of Transportation (MDOT), Bureau of Passenger Transportation; authorized local units of government; local public transit agencies and NASPO member states have the right to refuse bus delivery when the conditions listed above are not met.

1.060 Proposal Pricing

1.061 Proposal Pricing

Contractors shall include all pricing information in Appendix A – Cost Model.

Contractors are encouraged to offer quick payment terms (i.e. _____% discount off invoice if paid within _____ days). This information can be noted on the Contractors price proposal and/or a separated attachment. This may be a factor considered in our award decision.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for an expense at the State's current travel reimbursement rates. See **www.michigan.gov/dmb** for current rates.

State Administrative Fee

The Contractor must collect an Administrative Fee on sales transacted to **NASPO member states and MiDEAL members** under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals **1%** percent of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: *Applicable State BPO Number, report amount(s), and reporting period covered.*

QUARTERLY CHECKS:

Contractor must forward the check to the following address:

Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

Please make check payable to: State of Michigan

QUARTERLY REPORTS

On itemized quarterly reports, each line shall State the BPO (Contract Number), name of the NASPO member state and/or MiDEAL member which made a purchase, the item number purchased, the unit cost of the item purchased, the quantity purchased, the sales amount subject to the administrative fee, and the amount of the 1% administrative fee due the State of Michigan.

E-mail Reports to: mideal@michigan.gov

Any questions about reports or checks, e-mail the address above.

1.062 Price Term

Agency to choose one of the following:

(X) Firm Fixed Price

Prices quoted are firm for the entire length of the Contract.

Prices are the maximum to be charged for the contract period with the following exceptions. The State, and other agencies, shall receive the benefit of any decreases in the cost incurred by the Contractor. If changes in the chassis manufacturers OEM standard equipment affect the cost of the buses required during the contract period by more then one hundred dollars ($100.00), the prime contractor may request a price revision to reflect the actual cost experienced. The request for a cost increase must be accompanied by evidence from the chassis manufacturer that a change actually affected the prime contractor's cost. Additionally, it shall be the prime contractor's responsibility to inform the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies; NASPO member states; and Purchasing Operations in notify of its qualification for price reductions.

If changes in federal regulations affect the cost of the buses required during the contract period by more than one hundred dollars ($100.00), the prime contractor may request a price revision to reflect the actual cost increase experienced. The request must accompanied by evidence that the change actually affected the prime contractor's cost.

Requests for price changes shall be received in writing at least 30 days prior to their effective date, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the contract may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.063 Title Fees

Prices include the cost of the title fees for each bus.

The **Title To** information for all orders will be as follows:
NAME OF AUTHORIZED LOCAL UNITS OF GOVERNMENT AND/OR LOCAL PUBLIC TRANSIT AGENCY

Authorized local units of government and local public transit agencies will be responsible to notify the contractor to designate the State of Michigan Department of Transportation, Bureau of Passenger Transportation, 425 W. Ottawa, Lansing, Michigan, 48909, as "First Secured Party" on titles of all vehicles purchased locally with state administered grants.

If the State of Michigan modifies the cost of vehicle titles during the contract period, either the state or the contractor may request of price adjustment to reflect the actual change.

1.064 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.070 Commodity Requirements and Terms

Product Quality

1.0701 Specifications

Definite Specifications - All buses and/or services to be furnished hereunder shall conform to the specifications as noted in the "Request for Proposal" and/or copies of specifications attached. Descriptive literature that contains complete specifications or the complete specifications must be included with alternate bids.

Contractors are to complete all specification information located in Appendix A – Cost Model and Evaluation form

1.0702 Alternate Bids

Contractors may offer alternate bids which are at variance from the express specifications of the Request for Proposal , and the State reserves the right to consider and accept such bids if, in the judgment of the State Purchasing Director, the alternate bid will produce deliverables and/or services equal to or better than those which would be supplied by following the express specifications of the quotation, and acceptance of the alternate bid is deemed to serve the best interest of the State of Michigan. An alternate bid must clearly describe all variances from the express specifications. The State of Michigan reserves the right to reject alternate bids.

Contractor Response:

Hoekstra Transportation understands and accepts the above Alternate Bid instructions.

1.0703 Research and Development

Contractor shall discuss their ability to invest in new product development and research to stay current with ongoing demands.

Contractor Response:

Hoekstra Transportation continues to work at improving our warranty, service, ordering and delivery process based on feedback from MDOT and the agencies during meetings such as the maintenance seminar held at Higgins Lake each year. Examples are the fleet of mobile parts and service vehicles we have available to MDOT agencies.

Our manufacturer, Eldorado National, has continued to demonstrate its leadership position in the transit bus manufacturing industry by improving processes, implementing Lien Manufacturing systems, implementing internet-based ordering and processing, and developing new, innovative solutions to production.

1.0704 Quality Assurance Program

Contractors to provide details regarding any Quality Assurance Program(s) that are currently in place within their organization.

Contractor Response:

Hoekstra Transportations job in this area is to make sure the buses are built to the specification as ordered, have the right options and are built in a quality manor. Our Service Manager is responsible for making sure that the units have been carefully prepped and are ready for inspection/delivery. He checks all units before they are delivered. We also have periodic inspections by sales and management to insure that we are delivering units in the best possible condition.

This issue goes directly to the heart of the services offered by Hoekstra Transportation. We are a full service dealership for ElDorado National.
Our ONLY business is here in Michigan and thus is extraordinarily important to us. We strongly feel that we, as your Michigan dealer and contract holder, offer a valuable service for maintaining quality and handling any issues that arise.

1.0705 Warranty for Products or Services

Contractors shall discuss all aspects of their warranty. This shall include the warranty associated with the actual product being proposed, as well as the warranty associated with any service work performed under the contract. Contractors shall also discuss how they will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states should follow to report warranty issues.

The prime contractor will be responsible for all materials and accessories used in the buses, whether the same is ready made or from an outside source; and this responsibility may not be transferred, conveyed, assigned to any other person, company, corporation or entity without the previous written approval of the State.

Extension of warranty and or other policy adjustments will be considered when constant maintenance is required or if replacement parts prove unsound. The State of Michigan shall expect the manufacturer to have adequate stock of replacement parts available to service State buses and to make delivery of all replacement parts to their dealers who may service State buses. The prime contractor will be required to contact the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states within ten (10) after receipt of contract to arrange procedures concerning the implementation of warranty claims and to designate personnel to handle claims.

The State further expects that warranty service and repairs as well as non-warranty service and repairs will be handled without prejudice

Contractor Response:

Hoekstra Transportation employs a full time Warranty Administrator and we have the equivalent of two full time employees that work in warranty services.

Rebecca Lallo is our warranty administrator. She is responsible for assisting the agencies with warranty claims and or service work and assist them with finding a location to provide the work if the agency is not able to do the work themselves.

The warranty available from ElDorado National and all of the vendors does meet the requirements of this bid. Hoekstra Transportation has 7 locations in the state as certified warranty/service centers, in addition we will allow any of the agencies to do warranty work on there buses or those of a neighboring agency.

The service department at Hoekstra Transportation is also second to none. Our facilities are large and clean with plenty of room to accommodate agency inspections. We also have excellent technicians that work very hard to make sure we are delivering a bus in the best possible condition.

Matt Reiffer, Service Manager in Grand Rapids, and Eric Coulter, Service Manager in Troy, both work very hard to see that new buses are prepped and ready for delivery in a timely manor. Our service and warranty work is done quickly and correctly.

1.0706 Training

Contractors shall discuss their training capabilities and the training to be included in the Contract. The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the Michigan Department of Transportation, Bureau of Passenger Transportation; local units of government; and local transit agencies as needed during the period covered by the contract at no additional charge.

Contractor Response:

Hoekstra Transportation has recently completed construction of a full service meeting facility and has offered training programs and in-services to the appropriate customers. In the last two years we have had numerous vender personnel in Michigan for various support and training exercises. We also participate each year at MPTA events and maintenance seminars.

Our delivery personnel are capable of working with the agencies at the time of delivery to review the operation of the bus and or any systems on the bus. Also ElDorado National sends training videos with each bus and many of the system vendors (such as wheelchair lift) also provide training video and personnel training.

Hoekstra Transportation is strong proponent of continuing education and as a potential contract holder will continue to provide a high level of service.

1.0707 Special Programs

The State is interested in any other special programs that vendor's may have. Please discuss these programs, such as return policies, trade-in programs allowing the return of new product not needed, quantity discounts, etc.

Contractor Response:

Hoekstra Transportation Inc. would be willing to review the possibility of taking used buses in trade on new units, we also have several firms that have offered to assist us in providing leasing options to the State of Michigan or individual agencies that may have a need.

Hoekstra Transportation is also in the process of posting our delivery dates for all units on order on our web site, this process is improving daily and allows MDOT or any of its agencies to check on the status of the buses that they have on order.

As we have discussed in other areas of this submittal Hoekstra and ElDorado National are happy to work with MDOT to provide additional or optional equipment on the buses at the time of Manufacturing for MDOT to evaluate for future use. We would be happy to work with MDOT regarding any other programs that they may want to implement.

1.0708 Security - Deleted

1.0709 Delivery Capabilities

Time Frames

It is requested that all orders be delivered within two-hundred and ten (210) calendar days after receipt of order. However, vendors shall discuss in detail the various delivery programs available. The State is interested in both a standard delivery program and a quick-ship program. Please discuss the delivery time associated with each program, as well as if there are quantity and other limitations for the quick ship program.

Contractor Response:

Hoekstra Transportation Inc. agrees to the 210-day delivery terms requested. For the last several years we have averaged in the 150 – 210 day range for deliveries. ElDorado National now provides start dates for ordered units within three weeks of the order. These dates are firm if a chassis is available and assigned within the three weeks. If a chassis is not available and assigned we will provide the start date as soon as we have chassis build dates. Once start dates are assigned they may move up but will not move back unless something unusual happens (i.e. strike). ElDorado National sets aside a given number of production slots for a contract like this so even if they don't have order in hand they do have production dates available each week and if they do not get order in time for a certain week than they will slip non MDOT units into those slots.

1.0710 Minimum Order

It is requested that the minimum order is one (1). If the Contractor's minimum order requirement is less than one (1), that minimum, which will become the minimum order if a Contract is awarded to the Contractor, shall be indicated in the Contractor's proposal or in the space provided on the attached Item Listing (or on the second page of the ITB).

Contractor Response:

Hoekstra Transportation agrees to the minimum order of one.

1.0711 Packaging

The Contractor is requested to provide packaging that most closely meets these packaging sizes. However, Contractors can submit alternates. The state reserves the right of final approval on packaging offered by the Contractor.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

Contractor Response:

Agreed

1.0712 Palletizing

Deleted – Not Applicable

1.0713 Delivery Term

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders of (1) one or more to the State, or on all orders totaling or in excess of the Contractor's minimum order requirement stated on the Item Listing (or on second page of the ITB).

Other F.O.B. terms will not be accepted and shall disqualify a Contractor from further consideration.

DRIVER DELIVERY

Contractors will be permitted to drive buses to final destinations in compliance with the "Affidavit for Driver Delivery" attached, however, the affidavit must be completed, submitted, and in the contract file within Purchasing Operations to be applicable.

Delivery must be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday ONLY, Excluding Holidays.

Contractor Response:

We agree with the F.O.B. delivered. Hoekstra Transportation also agrees to pay any agency that would like to pick the unit up at Hoekstra Transportation, we will pay the agency the same rate that we would pay our own drivers plus provide or reimburse the cost of gasoline/fuel. Per the terms of the bid the units will be driven to the final destination (unless agency picks the unit up at our facility), we will schedule delivery with the agency. Driver delivery affidavit is included in our proposal below. Delivery to NASPO state customers at a distance greater than our farthest Michigan customer (500 miles) will be negotiated at time of order and will be based on our standard rates.

1.0714 Affidavit for Driver Delivery

Buses may be driven to the final delivery destination if the following conditions are met:

1. The drivers of the buses are correctly licensed and trained in proper vehicle operation.
2. The dealership accepts all responsibility and liability for buses in transit.
3. The requesting contractor must sign the affidavit below and submit this with the bid.

The contractor accepts all responsibility and liability for buses in transit and guarantees the buses shall be transported in a safe, proper, and efficient manner.

I understand that the State may cancel approval of this affidavit at any time during the contract if the contractor fails to meet the above obligations.

(This signature on this statement applies to this statement only, the CONTRACT form must be signed to be considered for award.) SIGNATURE AND AGREEMENT ON FILE.

1.0715 Contract Performance

Indicate if the Contractor has had a contract terminated for default in the last three years. Termination for default is defined as notice to stop performance which was delivered to the Contractor due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and determined that the Contractor was in default. If the Contractor has not had a contract terminated for default, the Contractor must affirmatively state this under "Reason" below.

If no the terminations exist, the Contractor must affirmatively state this.

Note: If the Contractor has had a contract terminated for default in this period, the Contractor must submit full details including the other party's name, address, and phone number Purchasing Operations will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination: None
Reason: _____

1.0716 Place of Performance

Contractors, in the performance of any resulting contract, must state if they intend to use one or more plants or facilities located at a different address from the address indicated in section 4.011. The following information must be provided for these plants or facilities:

Place of Performance Full address	**Owner/Operator of facility to be used**	**Percent (%) of Contract value to be Performed at listed Location**
Eldorado National 1655 Wall Street Salina, KS 67401	Eldorado National, a Thor company.	95%

1.0717 Environmental Requirements

Energy Efficiency Purchasing Policy – The State shall seek wherever possible to purchase energy efficient products. This may include giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable bids.

Environmental Purchasing Policy – The State of Michigan has committed to encourage the use of products and services that impact the environment less than competing products. This can be best accomplished by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that may be considered in Best Value Purchasing evaluation include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bio-accumulative. Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

I. Recycled Content and Recyclability

A. Recycled Packaging. Contractors may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Contractors offer packaging which:

a. is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
b. minimizes or eliminates the use of polystyrene or other difficult to recycle materials
c. minimizes or eliminates the use packaging and containers and, in the alternative, minimizes or eliminates the use of non-recyclable packaging and containers
d. provides for a return program where packaging can be returned to a specific location for recycling
e. contains materials which are easily recyclable in Michigan.

All Contractors are requested to indicate below an estimate of the percentage of recycled materials, if any, contained in each item bid. Higher percentages of recycled materials are preferred. Product performance is paramount, whether containing recycled material or not; however, preference will be given to products that perform up to specification and are environmentally preferable without compromising quality.

____3_____ % (Total estimated percentage of recovered material)

_____5____ % (Estimated percentage of post-consumer material)

_____0____ % (Estimated percentage of post-industrial waste)

Certification

I, Steve Bolin , am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.
____SB_____ (Initial)

II. Materials Identification and Tracking

A. Hazardous Material Identification. 'Hazardous material', as used in this clause, includes any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986

(including revisions adopted during the term of the contract).

(1) The Contractor must list any hazardous material, as defined in §370.20 (a) of 40 CFR, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, enter 'None')	Identification Number
None	

(2) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(3) The apparently successful Contractor agrees to submit, for each item as required prior to award, a Material Safety Data Sheet for each hazardous material identified in paragraph (1) of this clause. Data shall be submitted in accordance with Section 312 of the federal Emergency Planning and Community Right-to-Know Act, whether or not the apparently successful Contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful Contractor being considered non-responsive and ineligible for award.

B. Mercury Content. It is the clear intent of state agencies to avoid purchasing products that contain intentionally-added mercury whenever possible. Contractors shall offer mercury-free product alternatives whenever available. Should mercury-free alternatives not exist, as presently is the case with a few select products and devices such as fluorescent lamps or where the alternative is not yet cost competitive, such as dental amalgam, Contractors shall offer the lowest mercury content available for a given application. Contractors shall disclose whenever products contain added-mercury by using the following format.

( ) Product contains added-Mercury (attach an explanation that includes: the amount or concentration of mercury and justification as to why this particular product is essential).
In addition, the Contractor shall also ensure that all products to be purchased containing intentionally added-mercury shall be labeled as: "product contains mercury/recycle or dispose of properly." For instances where space constraints limit the amount or size of print, the chemical symbol "Hg" followed by a picture of a trash container with a diagonal line through it shall suffice for labeling requirements.
CONTRACTORS PLEASE NOTE: Michigan Law Prohibits the sale of mercury-containing thermostats, thermometers, sphygmomanometers (blood pressure monitors) and other types of medical devices. For specific details visit: http://www.michigan.gov/deq/0,1607,7-135-3307_29693_4175-160230--,00.html

C. Brominated Flame Retardants (BFR). Contractors shall disclose whether the products being offered contain toxic flame retardants. Contractors are encouraged to provide BFR-free alternatives when available.

(X) Product does not contain BFR's

( ) Product does contain BFR's (attach an explanation)

D. Ozone Depleting Substances

'Ozone-depleting substance', as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as:

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

'Warning: Contains (or manufactured with, if applicable) _____ (insert the name of the substance(s).), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

A. Clean Air and Water

Vendor certifies that any facility to be used in the performance of this contract has all the necessary environmental permits and is in consistent compliance with all applicable environmental requirements and has no outstanding unresolved violations.

The vendor will immediately notify the state, before award, of the receipt of any communication from the Environmental Protection Agency or any state environmental agency, of civil or criminal enforcement for any facility that the vendor proposes to use in the performance of this contract.
_____ (Initial)

B. Emergency Planning and Community Right-to-Know Reporting - By signing this offer, the Contractor certifies that:

(1) The owner or operator of each facility that will be used in the performance of this contract is in compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.). EPCRA filing and reporting requirements include emergency planning notification, release reporting, hazardous chemical inventory reporting, and toxic chemical release inventory (TRI) reporting.

(2) The owner or operator of each facility that will be used in the performance of this contract will maintain compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.) for the life of the contract.
_____ (Initial)

1.0718 Subcontractors

Indicate below **ALL** work to be subcontracted under any resulting Contract (use additional attachment if necessary; estimates are acceptable):

Description of Work to be sub-contracted	**Percent (%) of total contract value to be sub-contracted**	**Sub-contractor's name and principal place of business (City and State)**
All work done by Eldorado or Hoekstra Transportation		

1.0719 Reports and Meetings

[Any Mandatory Reports or Meetings should be included in the Statement of Work]

(a) Reports.
Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

(i) separately address Contractor's performance in each area of the Services;
(ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
(iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
(iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
(v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
(vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.
(vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.
(viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.
(ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.
Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

1.080 Additional Requirements

This Contract will be made available to other NASPO member states in addition to MiDEAL members and transit authorities in the State of Michigan. National Association of State Purchasing Officials (NASPO) member states interesting in utilizing this contract shall contact the buyer in DTMB, Purchasing Operations.

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of two (2) years beginning 12/22/10 through 12/21/12. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.130**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to one (1) additional one-year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

As authorized by the Michigan Department of Transportation, Bureau of Passenger Transportation, local units of government, local public transit agencies, and NASPO member states will issue a written Purchase Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order apply unless they are also specifically contained in that Purchase Order's accompanying Statement of Work.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations and Michigan Department of Transportation (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Irene Pena, Buyer Specialist CPPB
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Penai1@michigan.gov
517-241-1647

2.022 Contract Compliance Inspector (CCI)

After DTMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with MDOT will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB Purchasing Operations**. The Contract Compliance Inspector for this Contract is:

Michael Frezell, Project Manager
Bureau of Passenger Transportation
Michigan Department of Transportation
frezellm@michigan.gov
PH: (517) 335-0904
Fax: (517) 373-7997

2.023 Project Manager

The following individual will oversee the project:

Michael Frezell, Project Manager
Bureau of Passenger Transportation
Michigan Department of Transportation
frezellm@michigan.gov
PH: (517) 335-0904
Fax: (517) 373-7997

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

(a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.

(c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:
State of Michigan
Purchasing Operations
Attention: Irene Pena
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Stee Bolin
3741 Roger B Chaffee
Grand Rapids, MI 49548

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the CONTRACT and Contract or project to which it relates shall not be made without prior written State approval, and then only in

accordance with the explicit written instructions from the State. No results of the activities associated with the CONTRACT and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies, local units of government, local transit authorities, and NASPO member states unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future CONTRACT, it may be precluded from bidding on the subsequent CONTRACT. The State reserves the right to disqualify any Contractor if the State determines that the Contractor has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the CONTRACT development, or as a Vendor offering free assistance) to gain a competitive advantage on the CONTRACT.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

The contractor shall submit two (2) copies of invoices, one (1) to the "Bill To" address and one (1) the "Ship To" address.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State, local units of government, local transit agencies and NASPO member states to the Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State, local units of government, local transit agencies, and NASPO member states under this Contract shall constitute a waiver of all claims by Contractor against the State, local units of government, local transit agencies, and NASPO member states for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at http://www.cpexpress.state.mi.us. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

(a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State, local units of government, local public transit agencies, and NASPO member states' facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.068 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that

Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements

Deleted – Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.080** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the

information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.080** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject goods or retain the goods and correct the defects. The Contractor shall pay the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies; and NASPO member states for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies; and NASPO member states have the authority to dispose of goods without further liability to the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states in the event the Contractor fails to make arrangements within the specified time period.

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

Pilot model and plant inspections, the contractor, shall allow the following:

1. Conductions of a **pre-pilot model review meeting** at the manufacturer's facility, or a mutually agreed upon location (one (1) per contract period).

2. Conduction of a **pilot model inspection and mid-production inspection** at the manufacturer's facility, or a mutually agreed upon location (one (1) per contract period).

3. Contract shall allow for **periodic production/plant inspections** by the Michigan Department of Transportation, Bureau of Passenger Transportation (two (2) per contract period).

Final inspection will be made at a site(s) as agreed upon by the contractor and the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies; and NASPO member states. The Contractor shall be capable of handling final inspection and corrections required by the State prior to acceptance of the buses after a contract is awarded. A copy of the dealer agreement between the Bus Manufacturer and the designated dealer will be required as part of the bid.

NOTE: Contractor Responsible for Travel Expenses

The contractor WILL BE responsible for transportation (air fare, rail fare, car rental, taxi, or mileage), lodging, parking expenses, meals, and tips for up to two (2) individuals, as determined by the Michigan Department of Transportation, Bureau of Passenger Transportation, for involvement in any of the above pilot model review or plant inspections. All travel expenses shall be based on the Michigan Department of Management and Budget, Vehicle and Travel Services *Schedule of Travel Rates for Classified and Unclassified Employees Effective January 1, 2010* or subsequent updates.

http://michigan.gov/documents/dmb/ttrateJan2010_305522_7.pdf

Contractor Response:

Agreed

2.112 Examination of Records

All Contractors will be subject to the Federal Transportation Administration's (FTA) 49 DFR Part 663 for Pre-Award and Post Delivery Audits of Rolling Stock Purchases. Prior to final award recommendation of a contract, the Michigan Department of Transportation, Bureau of Passenger Transportation, will conduct a pre-award audit of the contractor that is being considered to verify that the contractor has successfully met all of the following requirements:

1. Federal Motor Vehicle Safety Requirements
2. Federal Buy American Requirements, and
3. Grantee's Bid Specifications. Post-Delivery Audits shall include a "Road Test" of each unit.

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded

in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.
(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties and Equipment

2.121 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Contractor for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Contractor; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the CONTRACT or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

A. Principle Period of Maintenance (PPM) will be the same hours as the State's normal working hours (currently Monday through Friday, 8:00 A.M. to 4:00 P.M., excluding a one (1) hour lunch period, excepting State observed holidays).

B. The PPM hours may be changed upon thirty (30) days written notice by mutual agreement, except the Contractor shall make every reasonable effort to change his/her schedule in a shorter period of time.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the Michigan Department of Transportation (MDOT), Bureau of Passenger

Transportation; authorized local units of government; local public transit agencies, and NASPO member states for a period of one year commencing upon the first day following Final Acceptance.

Within five (5) business days of notification from the Michigan Department of Transportation (MDOT), Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the Michigan Department of Transportation (MDOT), Bureau of Passenger Transportation; authorized local units of government; NASPO member states and local public transit agencies to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the Michigan Department of Transportation (MDOT), Bureau of Passenger Transportation; authorized local units of government; local public transit agencies; and NASPO member states any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

All warranty work must be performed at a mutually agreed upon location between the contractor and authorized local units of government, local public transit agencies, and NASPO member states.

2.126 Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 Equipment Installation

Non-Factory Installed Equipment

All Contractors should provide a listing of equipment to be furnished that is not installed at the point of bus manufacture. The list of non-factory installed equipment should identify the item number(s) to which it applies and list the description of equipment involved. This information should be returned with the bid document to Purchasing Operations on the bid opening due date and time. However, if returned separately, it must be received by the Purchasing Operations on or before the bid opening due date and time, and must comply with the sealed bid instructions as outlined on the cover page of the CONTRACT.

Optional Equipment and Accessories

Factory equipment not specifically listed in the contract and/or State of Michigan bus specifications may be added in accordance with the current Kelley Blue Book in effect at the time of order, using the Dealer Cost Column. Authorized local units of government, local public transit agencies, and NASPO member states may implement such changes on a direct basis with the contractor.

2.128 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.129 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.
See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked ☑ below:

☑ 1. Commercial General Liability with the following minimum coverage:

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☑ 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☑ 4. Employers liability insurance with the following minimum limits:

$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars ($1,000,000.00) with a maximum deductible of fifty thousand dollars ($50,000.00).

☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars ($10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars ($3,000,000.00) each occurrence and three million dollars ($3,000,000.00) annual aggregate.

☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in

this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense,

to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products

specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any CONTRACT issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor

adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor- Deleted – Not Applicable

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 120 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

(a) Reconciling all accounts between the State and the Contractor;

(b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150.**

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.163**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.162** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.214 Applicable Statutes

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

All applicable Federal Motor Vehicle Safety Standards
All applicable Michigan Motor Carrier Vehicle Codes

Michigan Consumer Protection Act MCL §§ 445.901-445.922
Michigan Uniform Commercial Code (MIUCC) MCL 440 (All section unless otherwise althered by agreement)
Michigan OSHA MCL §§ 408.1001 – 408.1094
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551-408.558, 408.471-408.490, 1965 PA 390.
Contract Work Hours and Safety Standards Act (CWHSAA) 40 USCS § 327, et seq.
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Department of Civil Service rules and regulations
Persons with disabilities Civil Rights Act MCL §§ 37.11.01, et seq.
The Americans with Disabilities Act (ADA), 43 USCS §§ 12101 et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791-450.795
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 651 et seq.
Title VII, 42 USCS §§ 2000e et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Internal Revenue Code
Rules and regulations of the Environmental Protection Agency
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
Pollution Prevention Act of 1990 (PPA) 42 USC § 13106
Sherman Act, 15 USCS § 1 et seq.
Robinson-Patman Act, 15 USCS § 13 et seq.
Clayton Act, 15 USCS § 14 et seq.
Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
Davis-Bacon Act (DBA) 40 USCU §§ 37276(a), et seq.
FTA Clauses (Rolling Stock), 49 U.S.C. 5323(j) and 49 CFR Part 661 (COPY ATTACHED – SEE APPENDIX C).

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud

against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or

(ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

(a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and

(b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB Purch-Ops.

(2) Contractor must also notify DTMB Purch-Ops within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor must also notify DTMB Purch-Ops within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Deleted – Not Applicable

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

(a) the Contractor files for protection under the bankruptcy laws;
(b) an involuntary petition is filed against the Contractor and not removed within 30 days;
(c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
(d) the Contractor makes a general assignment for the benefit of creditors; or
(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits

governing the work, and with professional quality.
(b) Without limiting the generality of **Section 2.211(a),** Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs)

Deleted – Not Applicable

2.243 Liquidated Damages

A. The Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, NASPO member states and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies and NASPO member states that the actual damages to the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, NASPO member states and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states as a result thereof. Accordingly, in the event of such damages, at the written direction of the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states the indicated amount as liquidated damages, and not as a penalty. Amounts due the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states from any money payable to the Contractor pursuant to this Contract. The Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states deducts such sums from money payable to the Contractor. No delay by the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

B. The Contractor shall not be liable for liquidated damages when, in the opinion of the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, local Public Transit Agencies, and NASPO member states incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.

C. Liquidated damages will be assessed as follows:

If the contractor does not deliver the vehicle/s, ready for use on or before the scheduled delivery date, the contractor shall pay to the State, NASPO member states, local public transit authority and/or Local Unit of Government, as fixed and agreed, liquidated damages, for each calendar day between the delivery date specified and the date of final delivery, but not more than 30 calendar days in lieu of all other damages due to such non-delivery, an amount of 1/10th of 1% of the Purchase Order/Departmental Contract Release Form unit cost per vehicle.

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states determines that performance is not likely to be resumed within a period of time that is satisfactory to the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State, authorized local units of government, local public transit agencies, and NASPO member states are not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State, authorized local units of government, local public transit agencies, and NASPO member states as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

Unless otherwise specified by the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states within an individual order, the following must be applicable to all orders issued under this Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.

(b) Delivery locations - Services will be performed/Deliverables will be provided at every authorized local units of government, local public transit agencies, State locations within Michigan, or NASPO member states unless otherwise stated in the SOW. Specific locations will be provided by upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to local units of government, local public transit agencies, State, or NASPO member state Locations, the local units of government, local public transit agencies, or NASPO member states must examine all packages. The quantity of buses delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

Where there is no obvious or suspected damage, all deliveries to a local unit of government, local public transit agency, State Location, or NASPO member states must be opened by the local units of government, local public transit agencies, or NASPO member states and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing

(a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the Michigan Department of Transportation, Bureau of Passenger Transportation, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the Michigan Department of Transportation, Bureau of Passenger Transportation; local units of government; local public transit agencies, and NASPO member states Contractor must certify to the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies, and NASPO member states that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a local unit of government, local public transit agency, State Location, or NASPO member states then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at local unit of government, local public transit agency, State and NASPO member state locations, the Michigan Department of Transportation, Bureau of Passenger Transportation; authorized local units of government; local public transit agencies and NASPO member states are entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.223**.

(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described

deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

Deleted – Not Applicable

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dit.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://www.michigan.gov/ditservice. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MiDEAL

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The Contractor must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT ALL CONTRACTS RESULTING FROM THIS CONTRACT WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS. IN ADDITION, ANY RESULTING CONTRACT(S) SHALL BE MADE AVAILABLE TO LOCAL PUBLIC TRANSIT AUTHORITIES AND NASPO MEMBER STATES.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.

Estimated requirements for authorized local units of government are not included in the quantities shown in this CONTRACT.

2.282 State Employee Purchases

Deleted – Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:
For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.
(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:
The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance:
Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

Article 6 – ARRA Terms

SOLICITATION & AWARD TERMS FOR ASSISTANCE AGREEMENTS THAT INCLUDE FUNDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5

Article 6: Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009 Funded Contracts ***66***

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Article 6: Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009 Funded Contracts

6.000 Sub-Recipients Requirements

Contractor shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

6.010 Reporting & Registration Requirements (Section 1512)

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all contracts involving the use of ARRA funds include requirements that the Contractor supply the State with the necessary information to provide these reports (see CONTRACT Section 1.042 Reports) in a timely manner.

The Contractor's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this contract upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

6.020 Buy American Requirement (Section 1605)

6.022 Required Use of American Iron, Steel, and Other Manufactured Goods

(a) **Definitions**. As used in this Section 6.020 —

"Designated Country" means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

"Designated country iron, steel, and/or manufactured goods" mean iron, steel and/or a manufactured good that:

(1) Is wholly the growth, product or manufacture of a Designated Country; or
(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated County into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel and/or manufactured good" is iron, steel and/or a manufactured good that:

(1) Is wholly the growth, product or manufacture of the United States; or
(2) In the case of a manufactured good that consists in whole or in part of materials from another county, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There in no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

"Federal Agency" means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this CONTRACT.

"Foreign iron, steel and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or Designated country iron, steel and/or manufactured goods.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

(1) Processed into a specific form and shape; or
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental

functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This term and condition implements:

(i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and

(ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of $7,433,000 or more.

(2) The Contractor shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).

(3) The requirement in paragraph (2) of this Section 6.022(b) does not apply to the material listed by the Federal Agency as follows:

_____

[**List applicable excepted materials or indicate "none"**]

(4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the ARRA.*

(1)(i) Any Contractor's request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor's request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Contractor does not submit a satisfactory explanation, the Federal Agency need not make a determination.

(2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will amend the contract to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the

exception is nonavailability or public interest, the amended contract shall reflect adjustment of the contract amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) **Data**. To permit evaluation of requests under subparagraph (b)(4) of this Section based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

	FOREIGN AND DOMESTIC ITEMS COST COMPARISON				
	Description	Unit of Measure	Quantity	Cost (Dollars)*	
	Item 1:				
	Foreign steel, iron, or manufactured good	_____	_____	_____	
	Domestic steel, iron, or manufactured good	_____	_____	_____	
	Item 2:	_____	_____	_____	
	Foreign steel, iron, or manufactured good	_____	_____	_____	
	Domestic steel, iron, or manufactured good				
[**List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.**] [**Include other applicable supporting information.**] [*** Include all delivery costs to the construction site.**]					

6.024 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. "Designated country iron, steel and/or manufactured goods," "domestic iron, steel and/or manufactured goods", "Federal Agency", "Foreign iron, steel and/or manufactured good", "Manufactured good," "public building and public work," and "steel," as used in this Section, are defined in Section 6.022(a).

(b) **Requests for determinations of inapplicability**. A prospective Contractor requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Contractors should provide a copy of this request to DTMB. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 6.022 of this CONTRACT in the request. If Contractor has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.

(c) *Evaluation of project proposals*.

If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if

foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) Alternate project proposals.

(1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 6.022, the Contractor also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.

(2) If an alternate proposal is submitted, the Contractor shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 6.022 the this CONTRACT for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.

(3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 6.022 of this CONTRACT does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Contractor shall be required to furnish such domestic or designated country items.

6.030 Wage Rate Requirements (Section 1606)

All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & CONTRACT Section 2.204 Prevailing Wage). The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at http://www.gpo.gov/davisbacon/mi.html.

6.040 Inspection & Audit of Records

The Contractor shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) to interview any officer or employee of the Contractor or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

6.050 Whistle Blower Protection for Recipients of Funds

Contractor shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract or grant relating to Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

(a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

6.060 Funding of Programs

The Contractor acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

6.070 Fixed Price- Competitively Bid

Contractor, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

6.080 Segregation of Costs

Contractor shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

6.090 Publication

All contract solicitations funded in whole or in part with ARRA funds will be posted on the www.bid4michigan.com website. All contracts resulting from the ARRA will be published on the State of Michigan's Recovery Web site, www.michigan.gov/recovery.

Contractor shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

6.100 Buy Michigan Preference

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

6.110 Non- Discrimination

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see CONTRACT Section 2.201 Non-Discrimination).

6.120 Prohibition on Use of Funds

None of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

6.130 False Claims Act

The Contractor shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

6.140 Conflicting Requirements

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

6.150 Job Opportunity Posting Requirements

Contractor shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, www.michworks.org/mtb.

APPENDIX A
COST MODEL/EVALUATION FORM
MICHIGAN SMALL BUS SPECIFICATION
Minimum 5 Years/150,000 Miles
18 & 22 Passenger Non-lift/Lift Buses with Alternate Seating

Version Date: 7/22/2010

Instructions: Complete each section of the following cost model document. If applicable, provide as much detail as possible, in the evaluation portion, by listing product and model names, sizes, materials used, type, etc. Return completed document with your bid package as this document will be primarily referenced during the evaluation process. **Failure to complete this document and return with your bid package will result in a bid disqualification.**

Body Manufacturer: **Eldorado National Inc.**

Bidder Company Name:	**Hoekstra Transportation, Inc.**
Bidder Address:	**3741 Roger B. Chaffee – Grand Rapids, MI 49548**
Preparer's Name:	**Steve Bolin**
Inspection Facility:	**Hoekstra Transportation, Inc.**
Address of Inspection Facility:	**3741 Roger B. Chaffee – Grand Rapids, MI 49548**

I	**COST MODEL**				
	Quantity	**Description**	**MiDEAL and Michigan Public Transit Authorities Unit Price (No Fee)**	**Extended Total (No Fee)**	**NASPO Member States Unit Price (Includes 1% Fee)**
		158" (min) Wheelbase Bus – Vinyl Seat Covers			
A	5	18 passenger bus without lift, vinyl seats	**50,142.00**	**250,710.00**	**50,643.42**
B	10	10+1 passenger bus with front lift, vinyl seats	**52,978.00**	**529,780.00**	**53,507.78**
C	15	8+2 passenger bus with front lift, vinyl seats	**53,521.00**	**802,815.00**	**54,056.21**
D	15	4+2 passenger bus with rear lift, vinyl seats	**55,751.00**	**836,265.00**	**56,308.51**
		158" (min) Wheelbase Bus – Fabric Seat Covers			
E	5	18 passenger bus without lift, fabric seats	**50,682.00**	**253,410.00**	**51,188.82**
F	10	10+1 passenger bus with front lift, fabric seats	**53,398.00**	**533,980.00**	**53,931.98**
G	15	8+2 passenger bus with front lift, fabric seats	**53,881.00**	**808,215.00**	**54,419.81**
H	15	4+2 passenger bus with rear lift, fabric seats	**56,231.00**	**843,465.00**	**56,793.31**
		176" (min) Wheelbase Bus – Vinyl Seat Covers			
I	5	22 passenger bus without lift, vinyl seats	**52,141.00**	**260,705.00**	**52,662.41**
J	20	6+2 passenger bus with front lift, vinyl seats	**56,505.00**	**1,130,100.00**	**57,070.05**
K	5	10+2 passenger bus with front lift, raised floor, vinyl seats	**55,780.00**	**278,900.00**	**56,337.80**
		176" (min) Wheelbase Bus – Fabric Seat Covers			

L	5	22 passenger bus without lift, fabric seats	**52,801.00**	**264,005.00**	**53,329.01**
M	20	6+2 passenger bus with front lift, fabric seats	**56,985.00**	**1,139,700.00**	**57,554.85**
N	5	10+2 passenger bus with front lift, raised floor, fabric seats	**56,260.00**	**281,300.00**	**56,822.60**
I	**COST MODEL (continued)**				
O		**Options – Alternate Quote Prices**	**MiDEAL and Michigan Public Transit Authorities Unit Price (No Fee)**	**Extended Total (No Fee)**	**NASPO Member States Unit Price (Includes 1% Fee)**
O1a	50	Air Conditioning System - skirt mount	**3,315.00**	**165,750.00**	**3,348.15**
O1b	75	Air Conditioning System – roof mount	**3,840.00**	**288,000.00**	**3,878.40**
O2	50	Manual entrance door (deduct)	**(245.00)**	**(12,250.00)**	**(247.45)**
O3	50	Diesel engine 6.0ℓ, minimum	**16,465.00**	**823,250.00**	**16,629.65**
O4a	75	Auxiliary air heater system-gas	**2,800.00**	**210,000.00**	**2,828.00**
O4b	50	Auxiliary air heater system-diesel	**1,300.00**	**65,000.00**	**1,313.00**
O5	75	Power seat base for driver's seat	**400.00**	**30,000.00**	**404.00**
O6a	10	Destination Sign – Roller/Curtain	**1,700.00**	**17,000.00**	**1,717.00**
O6b	5	Destination Sign - LED	**3,400.00**	**17,000.00**	**3,434.00**
O7	20	Ceiling Handrails	**500.00**	**10,000.00**	**505.00**
O8	75	Driver-Side Running Board	**125.00**	**9,375.00**	**126.25**
O9	40	Donation box (in lieu of standard farebox – deduct)	**(775.00)**	**(31,000.00)**	**(782.75)**
O10	20	Farebox Electrical Prep Only (less standard farebox-deduct)	**(795.00)**	**(15,900.00)**	**(802.95)**
O11	50	Rear emergency exit window	**(500.00)**	**(25,000.00)**	**(505.00)**
O12a	10	Paint - One stripe	**400.00**	**4,000.00**	**404.00**
O12 b	10	Paint - Roof second color	**200.00**	**2,000.00**	**202.00**
O12c	10	Paint - Different Full body	**1,100.00**	**11,000.00**	**1,111.00**
O13	30	Folding Platform Lift (in lieu of standard lift)	**225.00**	**6,750.00**	**227.25**
O14	75	Wheelchair Single Point Securement System (in lieu of standard L-Track)	**100.00**	**7,500.00**	**101.00**
O15a	5	Additional Wheelchair Position – L Track System	**663.00**	**3,315.00**	**669.63**
O15 b	5	Additional Wheelchair Position – Single Point System	**663.00**	**3,315.00**	**669.63**
O16	40	Two-way radio prep package	**450.00**	**18,000.00**	**454.50**
O17a	40	Radio - AM/FM stereo system w/ four speakers	**552.00**	**22,080.00**	**557.52**
O17 b	10	Public Address (PA) System Only w/ two speakers	**289.00**	**2,890.00**	**291.89**
O17c	10	Radio – AM/FM/PA System w/ four speakers	**600.00**	**6,000.00**	**606.00**
O18	5	Raised Floor (No Wheel Wells)	**1,831.00**	**9,155.00**	**1,849.31**

O19	75	Smooth Anti-slip Flooring	**475.00**	**35,625.00**	**479.75**
O20	75	Entrance Stepwell Heater	**250.00**	**18,750.00**	**252.50**
O21a	15	Seating – Rear five place passenger – Vinyl	**300.00**	**4,500.00**	**303.00**
O21 b	15	Seating – Rear five place passenger - Fabric	**350.00**	**5,250.00**	**353.50**
O21c	5	Seating – Forward Facing Standard Double Seat - Vinyl	**350.00**	**1,750.00**	**353.50**
O21 d	5	Seating – Forward Facing Standard Double Seat - Fabric	**410.00**	**2,050.00**	**414.10**
O21e	5	Seating – Forward Facing Standard Double Seat – Vinyl (Deduct)	**(350.00)**	**(1,750.00)**	**(353.50)**
O21f	5	Seating – Forward Facing Standard Double Seat – Fabric (Deduct)	**(410.00)**	**(2,050.00)**	**(414.10)**
O21g	5	Seating – Forward Facing Double Fold-A-Way - Vinyl	**650.00**	**3,250.00**	**656.50**
O21 h	5	Seating – Forward Facing Double Fold-A-Way - Fabric	**710.00**	**3,550.00**	**717.10**
O21i	5	Seating – Forward Facing Double Fold-A-Way – Vinyl (Deduct)	**(650.00)**	**(3,250.00)**	**(656.50)**
O21j	5	Seating – Forward Facing Double Fold-A-Way – Fabric (Deduct)	**(710.00)**	**(3,550.00)**	**(717.10)**
O21 k	5	Seating – Double w/Single Integrated Child Seat (ICS) - Vinyl	**925.00**	**4,625.00**	**934.25**
O21 L	5	Seating – Double w/Single Integrated Child Seat (ICS) - Fabric	**985.00**	**4,925.00**	**994.85**
TOTAL EVALUATION PRICE OF A, B, C, D, E, F, G, H, I, J, K, L, M, and O ABOVE				**9,934,255.00**	

EVALUATION FORM

II	BODY SPECIFICATIONS		
	Item	**Product Name and Model**	**Size, Material, and/or Type**
A	General design and construction	**Eldorado Aerotech**	
B	Body structure and exterior panels		Fiberglass reinforced plastic body integrated with steel reinforced construction for secure attachment points.
B1	Rollover frame, steel cage type	**n/a**	
B1a	Body section thickness	**n/a**	
B2	Rollover frame, composite cage type	**ENC**	Interlocked resin saturated fiberglass mattin and mechanical fasteners, forming a unibody design. Matrix of fiberglass reinforced plastic with an inner thickness of Nidacor resin-hardened honeycomb material. Also includes Nidacore (plastic honeycomb) around all opeinings (i.e. windows, roof hatches etc.)
B2a	Body section thickness	**ENC**	Exterior surface: 020" minimum high gloss gelcoat backed by 3/16" minimum thickness resin-hardened fiberglass reinforced plastic. The center composite is 3/4" resin-hardened matrix of honeycomb and nidacore laid on edge for maximum column strength of each cell. Steel sections are fully integrated into wall and roof structure to insure additional structural integrity and attachement points for stanchions and handrails. Final surface is a minimum 3/16" thickness of fiberglass reinforced plastic
B3	Exterior panels	ENC	See B2a for description
B4	Interior panels	**ENC**	**FRP as specified**
B5	Interior length	**ENC**	**155.5 – 175.5” based on model**
B6	Interior width	**ENC**	**90.50”**
B7	Interior height	**ENC**	**80”**
B8	Exterior length	**ENC**	**260.37 – 280.37” based on model**
B9	Exterior width	**ENC**	**96” excluding mirrors**
B10	Exterior height	**ENC**	**112” excluding roof hatch & strobe**
B11	Rubrails	**ENC**	**ENC rubber in plastic molding**
B12	Body overhang	**ENC**	**69 – 92” based on model**
C	Passenger door	**A & M**	**A & M as specified with accessibility to controls**
C1	Opening Size	**A & M**	**32”**
D	Stepwell	**ENC**	**14 gauge 304 stainless steel**
E	Interior – Color	**ENC**	**Gelcoat Light Grey**

F	Flooring	**ENC**	Subfloor - Marine grade plywood, undercoated before and after installation onto steel floor structure. RS Floor covering.
G	Emergency exits	**Various**	Transpec Roof Hatch, Pushout Windows, Rear Door or Window as specified
H	Gauges	**OEM**	**As specified**
I	Fare box	**Main**	**M2 with extra vault and keyed alike**
J	Bumpers	**OEM & Romeo Rim Inc.**	**OEM front and HELP energy absorbing bumper on rear as specified**
K	Mud Flaps	**ENC**	**Commercial grade anti sail with stainless steel brackets as specified**
L	Towing	**ENC**	**Rear tow hooks**
M1	Undercoating	**Tectyl 121B**	**As specified**
M2	Rustproofing	**ENC**	**Zinc Chromate and Waxoyl as specified**
N1	Interior mirrors	**ENC**	**As specified**
N2	Sunvisors	**OEM**	**OEM**
O	Exterior Mirrors	**Mirrolite**	**Heated and Remote Control as specified**
P1	Seats – Driver	**OEM**	**Ford or GM as specified**
P2	Seats – Passenger	**Freedman**	**Various Freedman seats per floor plan requirements**
P3	Seats – Fold-up	**Freedman**	**Featherweight folding**
Q	Handrails, stanchions	**ENC**	**Powerdercoat Yellow**
R	Interior lighting – LED	**Optronics**	**All LED as specified**
S	Exterior lighting - LED	**Optronics**	**All LED as specified**
T	Safety equipment		**Fire Ext, First Aid, Flare Kit**
U1	Heating / ventilating – Front System	**OEM**	**As specified**
U2	Heating / ventilating – Rear System	**ProAir**	**45Kbtu rear EP3 system heater**
V	Windows	**Kinro/Hehr**	**T-Slider with tint as specified**
W	Paint	**Sikkens**	**As specified**
X	Insulation	**ENC**	**OEM construction**
Y	Lift (platform type)	**Braun**	**Century NCL919FIB – 2 Front Pump**

EVALUATION FORM

III	WHEELCHAIR SECUREMENT AREA		
	Item	**Product Name and Model**	**Size, Material, and/or Type**
A	Wheelchair securement	**Q'Straint**	**54" x 30 " as specified**
B	Wheelchair restraints	**Q'Straint**	**Q8100-A1-L**
C	Restraint storage system	**Q'Straint**	**Foldaway underseat attachement TDSS**
IV	**CHASSIS SPECIFICATIONS**		
A	Chassis	**FORD**	**E450**
B	Tilt Wheel/Power Steering	**OEM**	**As specified**
C	Wheelbase(s)	**OEM**	**158"-176" based on model ordered**
D	Engine - Gas	**OEM**	**6.8l V10 gas**
E	Transmission	**OEM**	**OEM automatic with overdrive**
F	Alignment	**ENC**	**Aligned prior to shipment to Michigan to ensure proper arrival after 800 mile journey. If preferred by the State this can be changed to alignment in Michigan. (not recommended)**
G1	Gross Vehicle Weight Rating (GVWR)	**OEM**	**14,500 lb**
G2	Front axle rating	**OEM**	**4,600 lb**
G3	Rear axle rating	**OEM**	**9,450 lb**
H	Differential	**OEM**	**4.63**
I	Battery	**OEM**	**Dual - matching 1250cca or more**
J	Battery Cables and Grounds	**OEM**	**Protective cover on terminals – no exposed copper as specified**
K	Alternator	**OEM**	**Dual 225amp total**
L	Fast Idle	**Intermotive**	**Ills gateway with interlock**
M	Brakes	**OEM**	**As specified**
N	Fuel tank	**OEM**	**55 gallon as specified**
O	Hazard flashers	**OEM**	**As specified**
P	Shock absorbers	**OEM**	**As specified**
Q1	Suspension - Front	**OEM**	**As specified**
Q2	Suspension - Rear	**Mor/Ryde**	**As specified**
R	Stabilizer	**OEM**	**As specified**
S	Wheels	**OEM**	**As specified**
T	Tires	**OEM**	**As specified**
U	Drive shaft	**OEM**	**As specified**
V	Wipers / Horn	**OEM**	**As specified**
W	Radiator and cooling system	**OEM**	**As specified**
X	Fluids	**OEM**	**As specified**
Y	Engine cover	**OEM**	**As specified**
Z	Exhaust system	**OEM**	**Street side as specified**
V	**OTHER ITEMS**		
A1	Safety- Reverse alarm	**Ecco**	**Model 510SG located per specification**
A2	Safety-Rear door alarm	**ENC**	**EP3 light and alarm**
A3	Safety-Lift master switch and light	**ENC**	**As specified**
A4	Safety-Lift door open indicator	**ENC**	**As specified**

A5	Safety-Lift interlock	**ENC/ILLS**	**As specified**
A6	Safety-Headlight control	**OEM**	**As specified**
A7	Safety-Strobe light	**Grote**	**Located as specified**
B1	Electrical	**ENC**	**As specified**
B2	Lift circuit breaker	**Braun**	**As specified**
B3	12-volt power point	**OEM**	**As specified**
B4	Wire coding and harnesses	**ENC**	Complete plug and play harness, each harness is taged for function, each wire is color coded and stamped every 6 inches. Harness function tag stays on all harenesses if used or not.
B5	Electrical panel	**RC Tronics**	**EP3**
B6	Wiring support	**ENC**	**As specified**
B7	Wiring grounds and capacity	**ENC**	Two main grounds to chassis frame at front and back of bus, all other ground go back to panel and are spread evenly on ground bar. As specified.
B8	Constant run solenoid	**ENC**	**As specified**
B9	Circuit capacity & function	**ENC**	**As specified**
B10	Wiring protection	**ENC**	**As specified**
B11	Wiring routing	**ENC**	**As specified**
B12	Wiring connections	**Weather-Pak P&P**	**As specified**
VI	**OPTIONS – ALTERNATE QUOTES**		
A1	Air Conditioning System skirt mount	**Carrier**	CAC 553 Tie-In 53K BTU
A2	Air Conditioning System roof mount	**Carrier**	**CAC+Rooftop 3 fan K410**
B	Manual entrance door	**A&M**	**As specified**
C	Engine - Diesel 6.0ℓ, minimum	**GM**	**6.6L Diesel, block heater, coolant heater as specifed**
D1	Auxiliary air heater system-gas	**Espar**	**Airtronic**
D2	Auxiliary air heater system-diesel	**Espar**	**Airtronic**
E	Power seat base for driver's seat	**OEM**	**As specified**
F1	Destination Sign – Roller/Curtain	**Transign**	**D-3134**
F2	Destination Sign - LED	**Luminator**	**Vista**
G	Ceiling Handrails	**ENC**	**As specified**
H	Driver-Side Running Board	**ENC**	**As specified**
I	Donation box	**Main**	**DM1**
J	Farebox Electrical Prep	**ENC**	**As specified**
K	Rear emergency exit window	**Kinro**	**As specified**
L1	Paint - One stripe	**Sikkens**	**As specified**
L2	Paint - Roof second color	**Sikkens**	**As specified**
L3	Paint - Different Full body	**Sikkens**	**As specified**
M	Folding Platform Lift	**Braun**	**Vista NVL2**
N	Wheelchair Single Point Securement System	**Q'Straint**	**Slide-N-Click**
O1	Additional Wheelchair Securement - L-Track	**Q'Straint**	**As Specified**

O2	Additional Wheelchair Securement - Single Point	**Q'Straint**	**Slide-N-Click**
P	Two-way radio prep package	**ENC**	**As specified**
Q1	Radio - AM/FM stereo system w/ four speakers	**OEM**	**4 speakers included**
Q2	Public Address System Only w/ two speakers	**OEM**	**2 speakers included**
Q3	Radio - AM/FM/PA stereo system w/ four speakers	**OEM**	**4 speakers included**
R	Raised Floor (No Wheel Wells)	**ENC**	**As specified**
S	Smooth Anti-slip Flooring	**ALTRO**	**Meta 2 Gray/Tan**
T	Entrance Stepwell Heater	**Lighthouse**	**As specified**
U1	Seats – Rear five place passenger	**Freedman**	**As specified**
U2	Seats - Forward Facing Standard Double Seat	**Freedman**	**As specified**
U3	Seats – Forward Facing Double Fold-A-Way	**Freedman**	**As specified**
U4	Seats- Double w/Single Integrated Child Seat (ICS)	**Freedman**	**As specified**

VII	**VENDOR / MANUFACTURER REQUIREMENTS**	
A	Bus information furnished	**As specified**
B	Manufacturer quality control (name/title)	**Max McClellan – QC Mgr. - F**ord QVM Certification, ISO 9000:2001 Certification, and Quality Control Plan Included In Proposal
C	Air conditioning certification	**As required**
D	Heating/Ventilating certification	**As required**
E	Purchaser inspection	**As required**
F	Warranty	**Per specification – no exceptions taken**
G1	Miscellaneous - Turning radius wheel to wheel	**27.69 base**
G2	Miscellaneous- Turning radius wall to wall	**28.54 base**
VIII	**BID DOCUMENTS**	**Please mark (X) as completed**
A	Completed Michigan Bus Specification forms	**X**
B	Bus floor plans	**X**
C	Entrance door and door opening device design	**X**
D	Entrance step configuration design	**X**
E	Roof, sidewall, and flooring drawings	**X**
F	Manufacturer's chassis description	**X**
G	Body to chassis frame mounting	**X**
H	Wheelchair lift manufacturers' specifications	**X**
I	Body, chassis, and drive train warranties	**X**
J	Bus Rollover protection Test (FMVSS 220) Certification	**X**
K	Federal Transit Administration (FTA) Clauses	**X**
L	Seat covering material flammability and smoke data	**X**
M	Seat frame salt spray test data	**X**
N	Seat and seat belt certification	**X**
O	Wiring and switch certification	**X**
P	Dealer Agreement	**X**

Q	Bus Testing Certification	**X**
R	Certification for 1,000 hour salt spray test per ASTM procedure B-117.	**X**
IX	**EXCEPTIONS - List all exceptions in the space below:**	

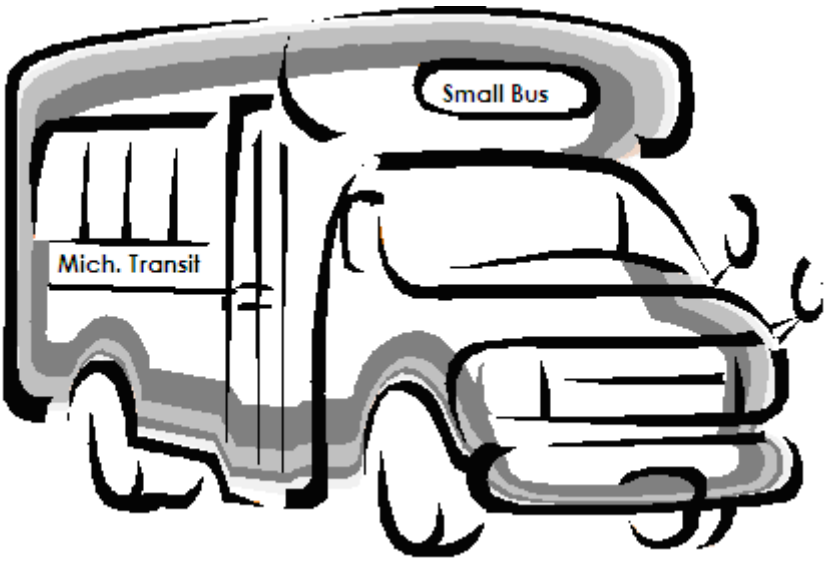
To the best of our knowledge, Hoekstra Transportation and Eldorado National are happy to take NO EXCEPTIONS to this specification.

X	**BIDDER COMMENTS**

Thank you for the opportunity to bid.

1. The above pricing includes the FORD Motor Company 2011 GPC for Michigan of $6000 available to any eligible entity. NASBO members pricing will be adjusted based on the FORD GPC for their State.
2. The above pricing includes the FORD Motor Company 2011 Mobility Rebate of $1200 available on lift- equipped units.
3. The above Diesel Option pricing includes the GM 2011 GPC for Michigan of $6200 available to any eligible entity. NASBO members pricing will be adjusted based on the GM GPC for their State.
4. The above Diesel Option pricing includes the GM 2011 Mobility Rebate of $1200 available on lift-equipped units.
5. The above pricing is firm per specification for two years. Delivery estimated at 180 days from order or less but can be highly influenced by chassis OEM.
6. We have included the delivery costs of buses to all agencies in Michigan up to the farthest (500 miles). Any deliveries, such as to NASBO members farther than this distance will need to be negotiated at time of ordering.
7. Notes on Option O3 – Diesel Engine: The selection of this option changes the base bid chassis from the Ford E450, 6.8L gas chassis in the 14,500 GVWR to a Chevrolet 4500, 6.6L 2011 Diesel chassis in the 14,200 GVWR. This option price includes the following: A) Chassis change with 2010 compliant emissions engine, B) addition of coolant heater with timer and cold climate package, C) change from Ford GPC to GM GPC.
8. Floor plan B is available on the base bid with no exceptions or deviations. When ordering an optional Diesel engine, the floor plan B exceeds the 21'11" length requirement by 3" and thus would not meet ADA's two wheelchair position requirement. There is an opportunity to still make this plan work with a diesel that would need State approval and we would like to present this at a paper-pilot meeting if we are fortunate enough to be awarded this contract.
9. Hoekstra Transportation would like to offer the State an opportunity to take a $34.00 discount per base unit price ($5100 total) if we are allowed to use our most recent HVAC Pull Up and Pull Down tests completed recently on these same body lengths rather than to re-test. Currently the cost of these tests are included in the above pricing.

APPENDIX B
STATE OF MICHIGAN
PUBLIC TRANSPORTATION



SMALL BUS SPECIFICATIONS
Minimum 5-Years/150,000 Miles
18 & 22 Passenger Nonlift bus & Lift bus with Alternate Seating

MDOT
Michigan Department of Transportation

Bureau of Passenger Transportation
Bus Acquisition & Intercity Transportation Section

APPENDIX B
STATE OF MICHIGAN
Small Bus Specifications
SPECIFICATIONS

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STATE OF MICHIGAN

APPENDIX B - SPECIFICATIONS

Minimum 5-Years/150,000 Miles

18 & 22 -PASSENGER NON-LIFT SMALL BUS
AND LIFT BUS WITH ALTERNATE SEATING

I. PURPOSE OF SPECIFICATIONS

These specifications are setting forth the minimum requirements for a two-axle, transit class commercial non-lift bus or Paratransit type commercial bus equipped with a commercial wheelchair lift. The body shall be mounted on a commercial or recreational vehicle (RV) chassis. The small bus must be capable of meeting all seating requirements (see Section X. Bus Seating Requirements). It shall be fully tested at the Penn State bus test facility in Altoona, Pennsylvania to Federal Transit Administration [FTA] minimum service life category of 5-years/150,000 miles. As a minimum, buses must meet all applicable Michigan Motor Carrier Vehicle Codes, all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Americans with Disabilities Act (ADA).

Any successful bidder supplying these buses shall quick title and deliver the bus and the title to the location specified by the State of Michigan, Bureau of Passenger Transportation. Chassis serial number, body number, axle ratio, gross vehicle weight rating (GVWR), seating capacity and paint codes shall be imprinted on a permanent decal(s) or stamped on a metal plate(s) and affixed in the driver's area of the bus (location to be approved by the State).

The bidder shall be capable of handling final inspection and corrections required by the State prior to acceptance of the buses after a contract is awarded. A copy of the dealer agreement between the Bus Manufacturer and the designated dealer will be required as part of the bid. The successful bidder must be capable of providing parts and service for a period of seven years after the buses have been placed in service throughout the State of Michigan. The successful bidder must be able to supply body replacement parts within five working days of a request by a transit agency unless the bidder notifies the transit agency that the part is not available for shipment and provides the shipping date when the part will be available.

Regardless of options and seating plan ordered, the successful bidder shall be responsible for certifying that all buses delivered: 1) shall not exceed the GVWR of chassis as bid (determined by engineering calculated loaded vehicle axle weights), and 2) single wheelchair securement area buses shall not exceed 21' 11" in length measured bumper to bumper excluding the energy absorbing portion of the bumper (distance of travel allowed for compression of the bumper without body deformation). Manufacturers shall comply with the chassis company's quality vehicle manufacturing program such as Ford's Quality Vehicle Modifier (QVM).

In these specifications any required approvals shall be made by the State. Wherever brand, manufacturer, or product names are used, they are included only for the purpose of establishing a description of minimum quality of the item. This inclusion is not to be construed as advocating or prescribing the use of any particular brand or item or product. For this bid, requests/questions can be submitted, in writing, and be considered as approved equals and exceptions to the bid specifications. An addendum/written response will be made for all bidders prior to the bid due date. The State must be able to determine whether the bidder's offered product is or is not equal to the product described in the specifications from information (technical data, test results, and the like) contained in the bid or provided at the pre-bid meeting. All detailed descriptions and specifications provided in the bid must match the product offered for use in the bid.

II. BODY SPECIFICATIONS

A. General Design and Construction

SAFETY: The chassis and body shall be designed using only prudent, proven engineering principles with all work performed only by professional established firms. The bus purchased shall comply with all State regulations and requirements applicable to the design and manufacture of motor vehicles for the State of Michigan.

DRIVER SIZE and COMFORT: Design criteria of bus purchased shall be for all females from the 5th percentile, to males of the 95th percentile, to be equally as comfortable in using all controls required to safely drive and maneuver the bus. All driver controls shall comply with FMVSS 101, with hand and foot controls required to operate the bus safely, including the placement of exterior/adjustable mirrors, positioned to meet this safety requirement.

QUALITY of WORKMANSHIP: All labor employed in both the manufacturing and assembly processes of the bus purchased shall be to the highest industry standards. The entire bus shall be within all established engineering tolerances set by all parties involved in the design and production of the bus. All added components shall be installed and positioned according to the component manufacturer's installation procedures which shall be available upon request.

WELDING: All welding procedures used throughout the construction of the bus (including materials, qualifications and training of personnel) shall be in accordance with the standards of the American Society for Testing and Materials (ASTM) and the American Welding Society (AWS). Contact surfaces of all material to be welded shall be clean, and free of grease, paint, rust and scale. After welding, all rough edges and surfaces on parts shall be ground smooth and coated with a corrosion inhibiting primer and paint.

ATTACHMENT HARDWARE: All rivets, screws, bolts, nuts, washers and/or other types of fasteners used in the construction process shall be of appropriate size and strength rating for the application. They shall be sprayed with or dipped in a rust-resistant coating material, be plated, be stainless steel, or otherwise be made of rust-resistant type material all of which will pass the 1000 hour ASTM D117 Salt Spray test and the 1000 hour ASTM D2247 Humidity Resistance test. Fasteners used by the respective component manufacturers in their assemblies are acceptable as part of the assembly. The use of self-tapping screws shall be limited to flooring attachment and to steel. Self-tapping screws shall not be utilized in any fiberglass attachment.

B. <u>Body Structure and Exterior Panels</u>

All steel used in the body and floor structure shall be stored out of the elements to prevent early corrosion.

1. Metal Rollover Frame, Cage-type Construction

a. The bus shall have a heavy-duty, unit-body structure type. The body structure (rollover frame, cage type of gauge #16 tubular steel, 0.060" or equal, minimum) shall be of durable steel or aluminum construction, and adequately reinforced at all joints and points of stress, with sufficient strength to comply with the FMVSS 220 rollover protection test. All body and floor structural members (tubes, channels, etc.) shall be Gas Metal Arc Welded (GMAC) or equal at each joint. All welds securing the walls to the floor and roof shall be welded on four sides, with a gap or weep holes to allow for release of condensation. Each bidder shall provide

certification with the bid that the bus, as bid, meets the FMVSS 220 rollover protection test (see Section VIII).

b. The bus shall be designed to withstand road shocks, stop and start operations, seasonal weather and road extremes, and other conditions found in Michigan transit bus service. The body shall be securely fastened to the chassis frame structure using a method of uniform attachment consisting of strategically placed rubber isolators/cushions with connector bolts that permit body flexing independent of chassis flexing. Roof, side, front, and back panels shall be secured to the body vertical and horizontal frame members, and these, when fastened to the floor structural members, result in a permanent, fully-integrated structural unit adequately reinforced at all points where stress concentration may occur. The wall structure shall be bolted to the floor with grade 8 bolts to provide adequate stability in the event of a non-static rollover event. The body floor sub-frame assembly, including lower skirt reinforcements, shall be, at a minimum, gauge number 14 (.075" thickness) galvanized steel (mill applied), or gauge number 16 stainless steel, or gauge number 12 aluminum, or gauge number 14 steel treated a with corrosion resistant coating. All body floor sub-frame assembly shall meet 1,000 hour salt spray test per ASTM procedure B-117, with no structural detrimental effects to normally visible surfaces. Certification of compliance with this requirement shall be published by an independent company and be submitted with the bid. Wheelwells shall have minimum yield strength of gauge number 14 (.075" thickness) galvanized steel, gauge number 16 (.060" thickness) stainless steel, or gauge number 12 (.10" thickness) aluminum properly welded or secured with approved corrosion resistant fasteners to the floor structure. The entire body cage and frame including floor structure shall be properly coated with a corrosion resistant coating or a non -water permeable primer/paint. All box type tubing used in the floor structure shall have the interior of the tube coated with corrosion resistant material as outlined in Rustproofing/Undercoating Section II., M. All components treated to resist corrosion shall be properly cleaned to remove greases, oils, and residues before application of the corrosion resistant material. Passage holes provided for wiring and hoses shall be thoroughly sealed to prevent dust and moisture intrusion and be sufficiently protected to ensure against wear from friction and the elements. When completed, all body side sections and roof sections including structure shall be at a minimum 1¼" thick. Where body segments are joined they shall be properly sealed to prevent intrusion of drafts, fumes, dust, and water to the interior of the bus body.

c. All exterior side and roof panel material shall be fiberglass, it shall have as a minimum, of 2.16 mm (0.080") thick material (comprised of various layers of gel-coat, reinforcement and resins). It shall be designed to resist impact cause by flying road debris. The material must resist rot, corrosion, and mildew and cannot be affected by cleaning related chemicals, road residue or environmental exposure. Reinforcements shall be installed around all window openings in order to transfer stress around the opening. All door openings shall have full structural framing (tube) or imbedded reinforcements equal to the structural members of the body that will adequately support concentrations of stress around openings. All exposed door frame structure shall be made of 304 stainless steel, pretreated with a five stage acid wash and rinse process and powder coated OEM white. Where a stiffener or a backer material (substrate) is used for the exterior panels, it shall be bonded with waterproof adhesive to the exterior panel; it shall be a water resistant material that will not wick water; and it must be thoroughly sealed from the elements when installed so that the substrate will not be exposed to or absorb moisture and cause corrosion to the interior of the panel or any body structure.

Exterior panel substrate shall not be of wood composition, plywood or a pressed wood product. Where body segments are joined they shall be properly sealed to prevent intrusion of drafts, fumes, dust, and water to the interior of the bus body.

d. All interior panels and trim may be made of scuff-resistant laminate/FRP, or Thermoplastic PolyOlefin (TPO), or molded ABS finished material. Trim/interior panels shall have as a minimum the physical properties of gauge number 24 (.024" thickness). Trim/interior panel threaded fasteners, or rivets, or glue shall secure trim/panels to body framing structure. Where fasteners are in the panels only, a reinforcing nut or reinforcing panel shall be installed for added strength and fastener retention.

e. Exterior lower skirt panels may be metal or fiberglass and shall be sufficiently stiff to prevent vibration, drumming, or flexing while the bus is in service. Body front and/or rear endcaps may be molded fiberglass panels installed with required structural framing or a FRP composite structure. Highly corrosion resistant metal lower-skirt panels shall consist of compatible materials not subject to electrolysis and shall be sufficiently fastened and braced to prevent damage from ice and snow build-up. Metal lower skirt panels shall be properly coated to resist corrosion (exterior and interior), see Section II., Part M., Undercoating. Lower skirt panels may be one piece in length at manufacture but shall be repairable in sections. Lower skirt panels shall not use a wood substrate material for a panel stiffener. Where exterior panels are lapped, the upper or forward panels shall act as a watershed. Exterior panels that are cut shall have the cut edge sealed (paint or special sealing compound). Sealing and fastening of panel joints, including front and rear cap-to-body joints, shall prevent entrance of moisture and dirt. Joint sealing shall be made through use of a non-shrinking bonding sealant, and joint sealing shall not be solely dependent on an exterior trim strip or a trim cap nor shall the sealing of the panels be dependent on caulking alone. All exterior panels shall be buck riveted and/or bonded to the body frame structure. Exterior metal panels shall be given a thorough anti-corrosion treatment.

f. The exterior body panels shall have on each side one heavy-duty rubrail. Rubrails (1½" x 1/2" minimum) shall be extruded solid or hat section aluminum or extruded UV resistant plastic with a flexible, rubber-type resilient material insert or a solid rubber-type of flexible, resilient material. Rubrails shall be located no less than 25" nor more than 43" above the ground on each side. Rubber fender splash guards shall be installed on front and rear wheel openings. Where the rubrails and fender opening guards are not an integral part of the body, installation of rubrails and fender opening splash guards shall be made after the finish coat of paint is applied to the bus.

g. Gun installed huckbolt fastenings, buck rivets, bonding adhesives, or approved equivalent shall be utilized on all exterior body panels, rubrails, and all other locations where stress is concentrated. All rivets, screws, bolts, nuts, washers, clamps, and other types of fasteners used in the construction process, including those that would be exposed to the elements, on the exterior and interior of the unit shall be properly plated to resist corrosion. No sheet metal screws shall be permitted, except for rubrails and rubber fender splash guards which can be secured with stainless steel or equivalent plated locking-type, self-tapping fasteners. Fastener materials shall be compatible with materials being fastened. Where self-tapping fasteners are used, body panels shall be reinforced with steel backing, aluminum backing, or stainless steel backing.

h. Window openings cut into body panels shall have a maximum frame clearance of $^{1}/_{8}$" on each side to minimize the need for caulking (see Section II. V., Windows). All openings cut into the body exterior panels must have the exposed cut edges primed or properly coated to inhibit water intrusion and corrosion before further assembly or painting occurs. Window frames installed in the body openings, shall be properly caulked/sealed to prevent intrusion of moisture and dust.

2. Fiberglass Reinforced Plastic (FRP) Composite Unitized-type Body

a. The bus body shall have a heavy-duty unitized structure and shall be of durable fiberglass reinforced plastic (FRP) composite construction. The body panels shall consist of an exterior high gloss gelcoat (.020" thickness, minimum) on a resin-hardened FRP (3/16" thickness, minimum) attached to a center layer of resin hardened Nida-Core® or equal honeycomb (¾" thickness, minimum) with an inner FRP panel (3/16 " thickness, minimum); or may be ¾" polyurethane foam insulation gelcoated to $^{1}/_{4}$" FRP exterior with $^{1}/_{4}$" FRP interior, reinforced with steel perimeter and transverse supports, completely fiberglassed to adjoining body parts. It shall use proper adhesive materials to adequately bond and mechanically fasten all joints and points of stress with sufficient strength to comply with the FMVSS 220 rollover protection test. Each bidder shall provide certification with the bid that the bus as bid meets the FMVSS 220 rollover protection test (see Section VIII).

b. The bus shall be designed to withstand road shocks, stop and start operations, seasonal weather and road extremes, and other conditions found in Michigan transit bus service. The body shall be securely fastened to the chassis frame structure using a method of uniform attachment consisting of strategically placed rubber isolators/cushions with connector bolts that permit body flexing independent of chassis flexing. Roof, side, front, and back panels shall be secured to the floor and lower body frame members; all of which shall result in a permanent, fully-integrated structural unit adequately reinforced at all points where stress concentration may occur. The body floor sub-frame assembly, including lower skirt reinforcements, shall be, at a minimum, gauge number 14 (.075" thickness) galvanized steel (mill applied), or gauge number 16 stainless steel, or gauge number 12 aluminum, or gauge number 14 steel treated a with corrosion resistant coating. All body floor sub-frame assembly shall meet 1,000 hour salt spray test per ASTM procedure B-117, with no structural detrimental effects to normally visible surfaces. Certification of compliance with this requirement shall be published by an independent company and be submitted with the bid. Wheelwells shall have minimum yield strength of gauge number 14 galvanized steel, gauge number 16 (.060" thickness) stainless steel, or gauge number 12 (.10" thickness) aluminum properly welded or secured with approved corrosion resistant fasteners to the floor structure. Passage holes provided for wiring and hoses shall be thoroughly sealed and protected to prevent dust and moisture intrusion and be sufficiently protected to ensure against wear from friction and the elements. The entire lower body frame shall be coated with corrosion resistant primer/paint (steel) or properly treated to resist corrosion (other materials). All treated components shall be properly cleaned to remove greases, oils, and residues before application of the corrosion resistant material.

c. All exterior side and roof panels when completed shall be at a minimum 1 $^{1}/_{8}$ " thick. Bond lines at the side walls, rear endcap, roof, and front cap shall be interlocked by adhesives, resin saturated fiberglass matting, and mechanical fasteners, forming a unibody design without exposed fasteners or protruding moldings. Imbedded reinforcements equal to the structural members of the body

shall be installed at all door openings in order to support door mounting hardware and door operating mechanisms. All door openings shall have full structural framing to maintain integrity of the body structure. All exposed door frame structure shall be made of 304 stainless steel pretreated with a five stage acid wash and rinse process and powder coated OEM white.

d. Interior panels may be an integral part of the FRP composite panel or may be made of scuff-resistant laminate/FRP finished material. Molded ABS may be used as trim but not for interior panels. Where threaded fasteners are in the trim/interior panel only, an imbedded reinforcing nut or a reinforcing panel shall be integrated into the FRP composite for added strength and fastener retention.

e. Exterior panels may be an integral part of the FRP composite panel. Exterior panels shall be sufficiently stiff to prevent vibration, drumming, or flexing while the bus is in service. Lower skirt panels shall be sufficiently fastened and braced to prevent damage from ice and snow build-up. Lower skirt panels may be one piece in length at manufacture but shall be repairable in sections. Where panels are lapped, the upper and/or forward panels shall overlap the lower and/or rearward panels to prevent intrusion of water under the panels. Sealing and fastening of joints, including front and rear cap-to-body joints, shall prevent entrance of moisture and dirt. All exterior panels shall be bonded to the lower body frame. In no case shall the sealing of the panels be dependent on caulking alone.

f. The exterior body panels shall have on each side one heavy-duty rubrail. Rubrails (1½" x ½" minimum) shall be extruded solid or hat section aluminum or extruded UV resistant plastic with a flexible, rubber-type resilient material insert or a solid rubber-type of flexible, resilient material. Rubrails shall be located no less than 25" nor more than 43" above the ground on each side. Rubber fender splash guards shall be installed on front and rear wheel openings. Where the rubrails and fender opening guards are not an integral part of the body, installation of rubrails and fender opening splash guards shall be made after the finish coat of paint is applied to the bus.

g. No sheet metal screws shall be permitted, except for rubrails and rubber fender splash guards which can be secured with stainless steel or equivalent plated locking-type, self-tapping fasteners. Fastener materials shall be compatible with materials being fastened and meet the 1000 hour ASTM B117 Salt Spray test and the 1000 hour ASTM D2247 Humidity Resistance test. Where self-tapping fasteners are used in body panels, the body panels shall have an imbedded reinforcing nut or a reinforcing panel shall be integrated into the FRP composite for added strength and fastener retention.

h. Window openings cut into body panels shall have a maximum frame clearance of $^{1}/_{8}$" on each side, to minimize the need for caulking (see Section II. V., Windows). All openings cut into body exterior panels must have the exposed edges of the cutout properly coated to prevent moisture intrusion before further assembly or painting occurs. Window frames installed in the body openings shall be properly caulked/sealed to prevent intrusion of moisture and dust.

C. <u>Passenger Door</u>

1. The manufacturer shall provide a heavy duty electrically operated passenger entrance door. The passenger entrance door shall be a split-type double leaf swing door. This door shall have a flexible soft rubber cushion on the meeting edge 1½ " in width, minimum.

The door glass shall be see-through, AS-2 tint (70% luminous transmittance) safety glass. Under all operating conditions and bus speeds, an airtight, watertight, and dust-proof seal shall be formed between the door and the stepwell, between the door and body opening, and between the door leaf sections. The door leading edge opening speed shall not exceed 18 inches per second and the closing speed shall not exceed 12 inches per second to provide a total door closing or opening in 2 to 4 seconds. The front passenger entrance door shall not extend below the step frame. The door shall be located on the right side of the bus near the front wheel. Any door with an exposed (metal showing) outer frame shall be made of 304 stainless steel acid-etched, coated with zinc based primer and powder coated OEM white (including the fasteners). The entrance door shall provide a 30" clear width opening, minimum. Door opening height from the top of the first step to the door header shall be a minimum of 76". Where interior height is low at the entrance header, the header shall be padded to prevent injury to those exiting the bus.

2. The door frame strength and electric door operator strength shall be designed to match the entrance door size. The operator for the entrance door shall be located in an overhead compartment above the passenger entrance doorway; shall be concealed from passengers; and shall be easily accessible for servicing through a hinged access door. The access door shall be hinged to open up with a holding device and shall be as large as will fit in the overhead compartment space. Door motor operation shall be limited electrically to control door travel at full open and full closed positions and shall be adjustable to keep the door closed during bus operation. Physical door stops shall be used to prevent marring or damage to doors and/or surrounding parts. An entrance door manual release that allows disconnection and simple re-engagement of the door operator shall be provided so that the entrance doors can be manually opened in the event of loss of electrical power or other emergency. The door operator motor shall not run continuously when the manual release is operated. Electric door operator, door linkage, and baseplate components shall be of a single manufacturer. Suggested source: A&M Systems Inc., Excell, Vapor.

3. The passenger door control switch shall be red in color, located in the driver's compartment within easy reach of the driver, and be clearly marked for "open" and "close" (switch shall operate the same on all buses). The control switch shall be powered by a constant battery feed circuit with circuit breaker protection and "hold on" for operation.

4. A method shall be provided to secure all entrances to the bus when it is not in use.

D. <u>Passenger Stepwell</u>

All entrance steps and stepwells shall be gauge number 14 (.075" thickness) stainless steel, minimum. Steps and stepwells shall have adequate structural bracing. All metal trim hardware in the stepwell area shall be stainless steel. All fasteners in the stepwell area shall be stainless steel which will pass the 1000 hour ASTM D117 Salt Spray test and the 1000 hour ASTM D2247 Humidity Resistance test. Ground to first step shall not exceed 12" in height, each additional vertical step shall not exceed 9 ½ " and all tread depths shall be 9" minimum. All steps in the entrance stepwell shall be of the same width. A suspension kneeling feature may be used to achieve the required 12" step height. Stepwells shall be covered with flooring material as described in Flooring, Section II., F., Item 3). Any interior stainless steel except for exposed door frames shall be brushed, not painted.

E. Interior

1. The interior of the bus shall provide a pleasant, aesthetically pleasing atmosphere. The door and driver instrument panel are to be painted or otherwise finished with a nonreflective, anti-glare finish which matches the overall interior tones of interior panels. All interior hinged access doors shall use quarter-turn, non-corrosive metal, thumb latches with positive stop mechanism or SouthCo Model #M1-61-1 latch (except the storage area in section E.5 shall have one lockable latch) to hold the door positively closed. All interior markings shall be durable materials affixed to the interior panels' smooth surfaces or markings shall be durable materials affixed to metal plates fastened to the interior panels of the bus. The interior design and colors shall be approved by the State.

2. All interior panels may be made of scuff-resistant, textured paint on steel, or laminate/FRP finished material. A light grey color shall be installed in the interior area above the seat rail lines, in the ceiling area, and on the rear endwall. All materials and treatments shall be easily cleaned. Panel fastening devices shall match color of panels. All interior finished surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Finished surfaces shall not be damaged by controlled applications of graffiti-removing chemicals.

3. The interior height of the passenger compartment at center aisle shall be 74" minimum. At 6" from the sidewall there shall be 67" of interior height, minimum, with a gradual contour to the center aisle (no bulkheads). Interior headroom at the back of bus (rear air conditioning evaporator area) may be reduced to a minimum of 60", but it shall increase to the normal ceiling height at the front of the rear seat cushion. The interior width at seat line shall be 90", minimum.

4. All surfaces, items, or hardware in the passenger compartment having sharp edges, corners, or angles that could cause injury, shall be padded with a heavy-duty, vinyl-covered, energy absorbing material to match interior colors. Areas inside the passenger compartment of low headroom where a person is prone to strike his head shall be marked and padded. All handrails shall have rounded edges where exposed.

5. A storage area with a hinged, lockable, access door shall be provided in the interior area either above the windshield (without destination sign) or on the side above the driver as space permits. This area above the windshield shall also be constructed to adequately support 60 pounds of two way radio communication equipment. A restraint shall be installed to prevent any storage door from opening beyond 105° when the installation allows the door to swing down to open.

F. Flooring

1. The floor deck may be integral with the basic structure or mounted on the structure securely to prevent chafing or horizontal movement. All floor fasteners shall be corrosion resistant steel and shall remain secured and corrosion resistant for the service life of the bus. The floor deck shall be 3/4 " A/B plywood of marine grade material, minimum, with sealed edges to prevent moisture intrusion or exterior grade 3/4” flat sheet, fiberglass reinforced polyurethane foam board material. Sikaflex 252 shall be utilized to adhere the composite sub-floor to the steel floor. The floor deck upper surface shall have all cracks and voids filled and the whole surface rough sanded, with all seams flush, prior to installing the flooring material. A layer of sealer shall be installed between floor deck edges that butt against structural members and other deck sections to prevent dust and

moisture intrusion. Floor rail/track flanges shall be sealed prior to installation of the wheelchair securement system. Passage holes provided for wiring and hoses in the floor deck shall be thoroughly sealed to prevent dust and moisture intrusion and be sufficiently protected to ensure against wear from friction and the elements. Passenger seating floor rail/track shall not be installed in the wheelchair lift or wheelchair securement areas. The floor deck, including the sealer, attachments, and coverings, shall be waterproof, non-hygroscopic, resistant to wet and dry rot, resistant to mold growth, and impervious to insects. The floor deck shall not be sandwiched between the wall structural members and the floor structural members.

2. The stepwell, entrance area, and center aisle floor area shall be overlaid with ribbed, slip resistant, oil resistant commercial 3/16" step tread thickness. Suggested Sources: RCA Rubber Transit-Flor®, Rubber Solutions N.A., SMI SpecFlor

3. The aisle to door area flooring joint shall make a miter so that aisle and door area flooring grooves line up for easy cleaning.

4. The 1/8" thickness flooring under the seats and in the wheelchair area shall be smooth, slip resistant, oil resistant. The flooring shall extend up the sidewall and rear wall to the seat rail line and shall be coved at the floor/wall joint to form a smooth water-tight transition. Flooring adhesive shall be oil resistant. Suggested Sources: RCA Rubber Transit-Flor®, Rubber Solutions N.A., SMI SpecFlor.

5. Step treads shall be one-piece ribbed rubber flooring. Each tread shall have a band of bright yellow contrasting color molded in the full width of the step (must meet ADA contrast requirement). Step tread to stepwell joints shall be sealed to prevent intrusion of moisture and debris.

6. An aisle width standee line of bright yellow contrasting color shall be placed crosswise in the aisle just behind stepwell (must meet ADA contrast requirement).

7. Color of all flooring and step treads shall be equal to RCA Rubber Transit-Flor® grey (#766) or tan (#777) as requested by the agencies.

8. To provide easy access for service, the floor shall have a vapor and fumeproof bright aluminum diamond plate access panel to reservoir fill/check areas and fuel tank sending unit. The access panel shall be flush with the floor and all edges sealed.

9. Wheelwells shall be thoroughly sealed to prevent intrusion of moisture and dirt. Metal wheelwells inside the passenger compartment shall be covered with flooring material or molded fiberglass (FRP or ABS).

10. Standee decals shall be furnished and mounted at the center of the bus above the windshield.

G. Emergency Exits

1. Each bus shall be equipped with a rear exit door with a minimum opening of 1296 square inches with a minimum size of 24" by 54" (a rear exit window in place of the door is optional). All exposed exit door frame/jamb structure shall be made of 304 stainless steel acid-etched, coated with zinc based primer and powder coated OEM white (including the fasteners. The rear door exit and side window exits shall meet federal requirements of

FMVSS 217. The manufacturer shall provide a method to lock the rear exit door. The rear exit door shall have an audible alarm at the driver's area activated when the exit door latch handle starts to open and when the exit door is locked with the ignition on. A bus with a rear exit door shall have one small window on each side of the exit door in the rear endcap.

2. The rear exit door shall have two windows, an upper window and a lower window, as a part of the door. The door glass shall be see-through, AS-2 tint (70% luminous transmittance) safety glass. The upper door window height shall match top of rear bus windows, one on each side of rear door. Door windows shall match design of bus rear windows. Any door with an exposed (metal showing) outer frame/jamb shall be made of 304 stainless steel acid-etched, coated with zinc based primer and powder coated OEM white (including the fasteners). Heavy-duty door latch mechanism with handle guard shall provide a quick release for opening from inside and outside the bus but be designed to offer protection against accidental release. The door latch shall cause the door to compress the perimeter door seal to provide an airtight, dustproof and watertight seal around the door under all operating conditions and speeds. The door must also have a sliding door stop mounted on top of the door to automatically lock door in the open position for emergency use. This door stop must also have a manual release. Door panels shall match exterior and interior body panels (see section II. A., B., and C.). All doors shall be fitted with screwed or bolted-on heavy-duty stainless steel piano hinges or heavy duty hinges of a noncorrosive material. A restraint shall be installed to prevent the door from opening beyond 105° or striking the rear panel of the bus when the door is opened.

3. A passage way of 16" minimum width shall be provided to the rear exit door. No seats or other objects shall be placed in bus which restricts passageway to rear exit door.

4. One non-closing static exhaust vent, a combination roof vent-emergency exit (23" by 23" minimum), shall be installed at the mid point on the longitudinal center line of the roof of the passenger section of the bus. The roof vent-escape hatch shall provide fresh air flow inside the bus when opened and when the bus is in a forward motion. The escape hatch shall have an inside and an outside release handle. There is no warning buzzer requirement for the escape hatch. Suggested source: DMA 1122, Specialty Manufacturing Co., Transpec Inc.

5. Instructions for proper use of all emergency exits shall be marked in close proximity to the release mechanisms. All interior markings shall be durable materials affixed to the interior panels' smooth surfaces or markings shall be durable materials affixed to metal plates fastened to the interior panels of the bus. Instructions may be labels, of contrasting color, affixed to a location that shall be approved by the state. All emergency exits shall be marked on the exterior of the bus.

6. Lever-type latches used for emergency windows shall secure the windows tightly shut, shall be easily operated, and shall not unlatch due to vibration during bus operation. The latches shall be made of non-corrosive materials and be designed for minimal maintenance needs.

H. <u>Gauges</u>

Chassis Original Equipment Manufacturer (OEM) gauges shall be used in the driver’s instrument cluster, but if they are not available VDO brand gauges, Stewart Warner gauges, or equal shall be used. Each bus shall have an instrument cluster with the following non-glare needle-type gauges which are easily monitored by sight from the driver’s position (lights in lieu of gauges are not acceptable).

1. Voltmeter and its wiring shall be compatible with generating capacities.

2. Engine oil pressure gauge.

3. Engine coolant temperature gauge.

4. Fuel gauge.

I. Farebox

1. The farebox (a donation box is optional) shall be mounted with the trip handle toward the driver and within easy reach of the driver. The farebox shall be mounted on an adequately braced stanchion; shall be located over a flat floor surface near the driver; and shall be accessible to passengers entering bus (meet ADA requirements). An indirect farebox light shall be connected through an entrance door jamb switch to the running light circuit.

2. The farebox shall be lockable and supplied with two vaults that are interchangeable and lockable (2 keys for each lock). The vaults shall be keyed alike. The vault and farebox exteriors shall be marked with key reference. (Location shall be approved by the State at pilot model inspection.) Suggested source: Main Farebox Model M-4.

J. Bumpers

The front bumper shall be an OEM bumper. The rear bumper shall be a high energy absorbing bumper. The rear bumper shall be installed per bumper manufacturer's specification. Bumper attachment shall use a minimum of SAE grade 8 fasteners with thread locking feature or other shake-proof (Nord-Lock or equal) mounting in all attachment brackets. Rear anti-ride bumper installation shall allow space between bumper and body for energy absorption movement without body damage. Lifting pads shall be provided as part of the bus so that the bus may be lifted (at curb weight) at the front and/or the rear without any deformation or damage to the bus or bumpers and mounting hardware. Rear Bumper Suggested source: Romeo R.I.M. Inc. H.E.L.P. bumper.

K. Mud Flaps

The bus shall have commercial grade anti-sail mud flaps/splash aprons behind front and rear wheels which contain no visible imprinted logo or advertising. An inverted stainless steel “T” bracket shall be used to prevent the wind movement of the mud flap when the bus is in motion. The flaps/aprons shall be securely fastened with full width metal strips and appropriate fasteners. The flaps/aprons shall be compressed between a gauge number 11 (.125" thickness, minimum) support bracket and a gauge number 14 (.075" thickness, minimum) metal strip. The support bracket shall be fastened securely to the body substructure or chassis frame. The flaps shall extend to within 6" of the road surface at curb weight. The mud flaps/aprons shall be at least 1" wider than the tire widths (single front, dual rear) to control splash at the rear of wheel openings. Rubber fender splash guards, secured with stainless fasteners shall be installed on all wheelwell openings. Other mud flaps/splash aprons/shields shall be installed to protect bus equipment (AC components, batteries, front wheel inner shield, auxiliary heater box, and the like) from road splash.

L. Towing

Tow hooks shall be provided with two in the rear of the bus, which shall be of sufficient strength to tow 1 1/2 times the GVWR of the bus. Tow hooks shall be easily accessed and free of interference with the bumper system when in use. Access to tow hooks may be made through holes in the bumper assembly. The intended use for tow hooks is only to safely move the bus to a point of tow truck hook-up. Tow hooks shall be installed to prevent them from dragging when the bus is driven over an incline. The tow hooks equal to Original Equipment Manufacturer (OEM) units shall be mounted and adequately secured to the chassis frame as recommended by the tow hook manufacturer or may be supplied by the OEM as standard equipment on the chassis. The bus shall be designed to be towed from the rear. A fuel tank protection frame shall not interfere with a frame contact lift. The bidder shall provide the towing and lifting procedure to be followed.

M. Undercoating/Rustproofing

When the unit is completed, the sections of the underside of the bus exposed to the elements shall be treated with an undercoating material except those areas of the OEM chassis where undercoating is not recommended. Undercoating shall be warranted for the same period covered by the body/structure warranty. Suggested source: Tectyl 121-B.

N. Interior Mirrors/Sunvisors

1. Interior Mirror

Interior mirror (with adjustable mounting bracket) shall be a 4" by 10", minimum, flat mirror glass with rounded corners. The driver shall be able to adjust the mirror so that the complete passenger compartment can be viewed through interior mirror. Location shall be determined at pilot model inspection. Suggested source: B&R Manufacturing, Lucerix/Metagal, Mirror Lite Co, Inc., ROSCO, Manufacturer's standard.

2. Sunvisor

Windshield sun visor system shall be standard Original Equipment Manufacturer (OEM) chassis visor(s). If the OEM chassis is not equipped with a windshield sun visor, large transit-type, fully adjustable arm-type plexiglass sun visor(s) shall be provided for the driver at the windshield. Location shall be determined at pilot model inspection. Suggested source: manufacturer's standard.

O. Exterior Mirrors

1. Each bus shall be equipped with exterior, powered-remote, heated, left-hand and right-hand rear view mirrors of flat glass with convex mirrors (3" in diameter, minimum) attached or a combination flat/convex glass. The mirror shall contain at least 50 square inches of flat glass viewing area. Right hand mirror assembly shall be a fender ridge mount. Left hand mirror shall be a sail mount style. Suggested source: B&R Manufacturing, Lucerix/Metagal, Mirror Lite Co, Inc., ROSCO,.

2. To prevent obstructed front and right-hand view a convex 15 degree radius (curvature) exterior crossview mirror (8" minimum diameter) shall be provided on the left-hand front corner of the bus. Suggested source: Manufacturer's standard.

3. All exterior mirrors shall be constructed with high impact plastic or stainless steel housings. Mirrors shall be remote adjusting and shall move independently of the mirror housing. The mirrors shall be modular in design so that the glass can be replaced using the "twist lock" mechanism for service without removing the entire mirror assembly from the bus.

4. Mirror mountings shall be reinforced when not in a structural frame member to prevent mirror vibration, with approval by the State at the time of pilot model inspection. The mirror placement shall not obstruct driver vision nor have window divider bars between the driver and mirror face. Final location of exterior mirrors shall be determined at pilot model inspection.

P. Seats

1. Driver's Seat

a. The driver's seat shall comfortably hold and support the human body in the ergonomically correct position for driving and meet the flammability requirements of FVMSS 302. The driver's seat with arm rests (right side seat arm rest, left side door arm rest) shall have adjustments for fore and aft slide, 4" minimum travel, back recline, 20 degrees minimum, and weight range capacity up to 300 pounds. While seated, the driver shall be able to make all of these adjustments by hand without complexity, excessive effort, or being pinched. Manual operated adjustment mechanisms shall hold the adjustments and shall not be subject to inadvertent changes. The seat shall be high-backed and shall be properly aligned behind steering wheel to allow for maximum seat adjustments and operator comfort. The seat belt with shoulder harness, automatic retractor and supplemental restraint (SRS) system shall be chassis Original Equipment Manufacturer (OEM) equipment. All seats and seat mountings shall meet applicable federal standards. Suggested source: American Seating, Freedman, OEM.

b. The driver's seat cushion shall be molded high resilient (HR) polyurethane foam padding with indentation load deflection (ILD) 35 pounds minimum, and the back cushion shall be molded or fabricated high resilient (HR) polyurethane foam padding (ILD) 25 pounds minimum. There shall be no welt or bead across the front of the seat cushion under the driver's legs. Compression to 10 percent maximum and tensile strength 15 lbs. per square inch minimum. Seat and back cushion foam shall meet the typical physical properties of ASTM D-3574 and the flammability requirements of FMVSS 302.

c. The driver's seat covering shall be gray cloth-type Woven Fabric (with flame retardant qualities) meeting the requirements listed below in All Seats, Part 4.

2. Passenger Seats

a. All passenger seats shall be mid-back and are required to meet all applicable FMVSS testing including FMVSS 210.

b. Two passenger, forward facing seats shall be 35" minimum width with a non foam yellow, energy-absorbent, vandal-proof grab handle mounted to the top of each seat back (two per double seat). Grab handles are not required on seats that have a back against a wall.

c. Single passenger seats shall be 17 ½ " minimum width with a yellow, energy-absorbent, vandal-proof grab handle mounted to the top of the seat back.

d. Forward facing seats shall have 27" minimum knee to hip room.

e. Aisle facing seats shall have arm rests on both ends if the seat is not against a modesty panel.

f. Aisles shall not be less than 16" wide except as noted in Part 3 of this section.

g. The first double seat on the passenger side of the bus shall have an integrated child restraint seat capable of safely carrying children of 20 to 50 pounds.

h. All seats shall be supported on the floor with high carbon steel support brackets. Seat frame shall be cold-roll steel tubing. Floor anchorage shall be neat and not interfere with entering and exiting the seat. All seat mounting bolts shall be corrosion resistant coated/plated fasteners. Passenger seating floor rail/track shall not be installed in the wheelchair lift or wheelchair securement areas. The bidders shall provide certification test data that the installation of the seats, seat mountings including floor anchorage and floor fasteners shall meet all applicable FMVSS including FMVSS 207, 208, 209, and 210 for the bus model being offered in this bid. (see Section VIII. N.).

i. All metal components of the seat assembly shall be coated with a powder coat epoxy paint finish that shall meet the following tests:

Salt Spray	1000 hrs	ASTM D117
Humidity Resistance	1000 hrs	ASTM D2247
Impact Resistance	to 80 in-lbs	ASTM D2794

All testing is to be performed on standard metal seating materials that have coating thickness of 1.3 to 1.8 mils. Certified test documents are required with bid proposal.

j. The seating arrangements and configuration shall be furnished by the State.

Suggested sources: American Seating Horizon™ 8535 Mid-Back Series; C.E. White LE Series; Freedman Feather Weight.

3. Wheelchair Lift-Equipped Buses

Forward facing (double) fold-away or flip seats with seat belts shall be provided in the wheelchair securement area per seating arrangements (see Section III, Wheelchair Securement Area). All side facing seats provided shall be flip seats. Fold-away or flip seats shall include all dimensional, structural and testing requirements of the standard seat specification. Seat locking/latching devices shall be of high quality and be easy to latch and unlatch. Seats must positively latch in the seated and folded position to prevent inadvertent folding or unfolding of the seat. Any support legs resting on flooring shall be non-marring or rest on metal plates flush mounted with flooring. All fold-away seats shall be able to pass FMVSS 210 without having to fasten additional latches or cables. All fold-away seats shall fold against the wall when wheelchair space is required (no further than 12" from wall in the vertical folded position). Seat may not extend into bus more than 37 ½" (two passenger) and 18 ½" (1 passenger) when folded down for passenger

seating. Aisle space may be reduced to 14 inches where fold-up seating is placed on each side of the aisle or 15 ½" where placed opposite a stationary seat. The seat bottom cushion shall be a 5 degree tilt up from level, minimum, and back cushion shall be at 95 degrees, minimum. The seats shall be of the same design as the other passenger seats. All seat backs and all seat bottoms of fold-away/fold-up seats shall be covered with material matching seat cushion color and fabric. Suggested source: American Seating Horizon™ 8535 Mid-Back Series; C.E. White LE Series; Freedman Feather Weight; Braun #125.

4. Seat Material

Seats shall be individually contoured to each passenger for occupant comfort and retention. Seats shall be covered with cloth-type woven fabric or vinyl fabric at the transit agency's option. Cloth-type fabric or vinyl shall completely enclose the seat cushion and the seat back. Cloth-type fabric or vinyl shall comply with test and performance criteria of the Federal Register dated October 20, 1993 (see Section IX., table 1). Seat colors shall be a tan background or grey background approved by the State.

a. Cloth-type Woven Fabric Requirements (with flame resistant qualities)

(1) Minimum weight 23 ounces per linear yard.

(2) 50,000 minimum double rubs (ASTM - 3597-77 Wyzewbeek Method).

(3) Color fastness to light 300 hours minimum (AATCC-16-1977 Carbon Arc.)

(4) Comply with cloth-type woven fabric seat material test and performance criteria of the Federal Register dated October 20, 1993 (see Section IX., table 1).

(5) Comply with California BLT-117.

(6) All cloth-type woven fabrics except Holdsworth Wool shall be treated with a flame proofing solution following the manufacturer's specifications, No-Flame by Amalgamated Chemical Inc., or equal.

(7) Suggested source: Flame Resistant Fabrics by, Holdsworth Wool, or LaFrance Mills.

b. Vinyl Fabric

(1) Seat vinyl fabric shall be transportation grade expanded vinyl, 36 ounces per linear yard minimum.

(2) Seat vinyl fabric shall comply with test and performance criteria of the Federal Register dated October 20, 1993 (see Section IX., table 1).

(3) Suggested source: Flame Resistant vinyl by CMI D-90 or Omnova.

c. **Cushions**

(1) Seat cushion and back cushion shall be molded high resilient (HR) polyurethane foam padding. Seat cushion indentation load deflection (ILD) shall be 35 pounds minimum, with compression to 15 percent

maximum, and tensile-strength of 15 minimum. Seat and back cushion shall meet the physical properties of ASTM D-3574 and the flammability requirements of FMVSS 302, minimum. The technical data sheet for the foam supplied shall be included in the bid proposal with the seat information. Suggested source: Manufacturer's standard.

(2) Seat and back cushions shall be supported with a spring-type support system. Seat and back cushions shall be completely covered with seat cushion covering material. Seat back depth shall not exceed 3 ½" overall.

5. Passenger Seat Belts

The bidders shall provide certification test data that the seat belts, and the installation are in compliance with FMVSS-207, 208, 209, and 210 where applicable for the bus model being offered in this bid (see Section VIII. N.).

Two universal "Buckle Up" decals approximately 6" by 6" shall be furnished loose with each bus. Decals shall indicate that seat belt use is recommended.

All seats shall be equipped with seat belts for each designated seating position. Belts shall have:

a. The latch end of the belt will have a locking retractor. The retractor will be mounted underneath the seat to the seat frame. No lap retractors.

b. A push button latch release mechanism.

Q. <u>Handrails, Stanchions</u> (Shall meet ADA regulations)

1. The handrails and stanchions shall be a minimum of 1 ¼ " outside diameter. All handrails and stanchions shall be positioned so as not to interfere with wheelchair movement and shall meet ADA requirements for position and size. All handrails and stanchions in the passenger entrance area shall be highly visible yellow in color. All other handrails and stanchions shall be brushed stainless steel. Mounting brackets and fittings shall be composed of the same kind of material used for the stanchion or handrail.

2. All handrail and stanchion mountings shall have reinforcement plates welded to or imbedded in the structure behind surface panels of sufficient size and strength. Final locations shall be determined at pilot model inspection.

3. A floor-to-ceiling vertical stanchion shall be provided in close proximity to the rear of the driver's area. A guardrail shall be provided in back of the driver's area extending from the vertical stanchion to the left side of the bus 30" plus or minus 2" above the floor. A padded modesty panel shall be provided from the guardrail to within 8" of the floor. Stanchion and guardrail shall not restrict any driver's seat adjustments.

4. A smoked plexiglass panel, 3/8" thick, shall be provided behind driver from top of the driver's seat to within 12" of bus ceiling. The panel shall not impair driver's seat adjustments. The panel shall be located to allow the driver's seat back to recline to 2" its maximum reclined adjustment with the driver's seat in the position furthest from the

steering wheel. Panel may be incorporated into the stanchion and guardrail behind the driver and shall have cutouts to give hand access to the vertical stanchion.

5. Floor-to-ceiling stanchions (yellow) shall be provided near aisle on each side of front entrance.

6. Left and right side entrance handrails (yellow) shall be installed from low stepwell to floor-to-ceiling stanchions near aisle. Entrance handrails shall be positioned so passengers entering or exiting the bus will have handrail support throughout the entering/exiting process and so that articles of clothing may not become entangled in the handrail-stanchion-guardrail assemblies.

7. A guardrail (yellow) shall be provided in front of and at the rear of the front entrance steps, extending from the vertical stanchions to the right side of the bus 30" plus or minus 2" above the floor. A modesty panel (padded and vinyl clad both sides) shall be provided to the left (rear side) of the entrance from guardrail to floor (in case of lift bus, provide floor-to-ceiling stanchion to rear of platform lift with guardrail and modesty panel padded both sides, vinyl clad, with smoked plexiglass panel, 3/8**”** thick over the modesty panel which will prevent someone from touching the lift when it is in operation).

R. <u>Interior Lighting</u>

1. Overhead entrance and stepwell lights shall be LED and provide no less than two foot-candles of illumination on the entrance step tread, or lift or ramp with the door open. Outside light(s) shall provide at least 1 foot-candle of illumination on the street surface within 3 feet of step tread outer edge. This system shall provide illumination automatically when the door is open and meet ADA requirements.

2. Overhead entrance and stepwell lights shall be wired to and be automatically activated by a door controlled switch. Lights shall operate any time the ignition key is on and the door is opened.

3. Stepwell light shall be on the side away from wheel splash.

4. Interior lighting shall be LED and provide a minimum of two foot-candles of illumination at a reading level. Interior lighting fixtures shall be reasonably flush with the interior walls and ceiling so no hazard exists for the passengers. All lights shall have lead wire long enough to remove light at least 6" from bus for service. All interior lights shall be grounded by an in-harness ground attached in the fuse panel to a common grounding point.

5. Light installation shall be designed to illuminate the lift platform when deployed at floor level at no less than two foot-candles of illumination. Outside light(s) shall provide at least 1 foot-candle of illumination on the street surface within 3 feet of step tread outer edge. This system shall provide illumination automatically when the lift door is open and meet ADA requirements. On-off light switch shall be lift door-actuated.

S. Exterior Lighting

1. Exterior lighting shall be in accordance with Federal Motor Carrier Safety Regulations (393.11) and ADA regulations. All lights shall have the lead wires long enough to remove the light at least 6" from bus for service. All exterior lights shall be grounded by an in-harness ground attached in the fuse panel to a common grounding point. All exterior lights of the bus shall be light emitting diodes (LED) sealed lamps retained in a rubber grommet mounting except for front headlamp/turn signal assemblies. All lights shall have the mounting to body sealed to prevent moisture intrusion and grounded to the bus frame.

2. All lights in the rear panel of the bus shall be rubber grommet mounted round LED sealed lamps except the license plate light. License plate LED shall be Peterson Model M153C-MV with Peterson Model 150-40 bracket for those not mounted in the preformed recess in the rear panel. A sealed light with a weather proof connector shall be used when the preformed recess in the rear panel is used. Suggested Sources: Dialight, Grote, Peterson, Truck-Lite

3. Exterior marker lights shall be light emitting diodes (LED) (2" in diameter sealed lamp) retained in a rubber grommet mounting and conform to Federal Motor Carrier Safety Regulations Part 393. All marker lights shall have a weather proof two prong (one positive and one ground) plug-style connector with the ground wire connected to an in-harness ground attached to a common grounding point. Marker and tail lights shall be operated through a relay controlled by the headlight switch. Suggested Sources: Dialight, Grote, Optronics Peterson, Trucklite

4. Red voltage regulated LED high mount stop lamps shall be mounted centrally in the rear panel of the bus and work in conjunction with the brake lights. On buses with a rear emergency exit door, a 6½"x2¼" minimum, oval light or a 4" round light shall be mounted between the upper and lower windows on the exit door and a 4" round light shall be mounted on the rear of the bus body just above the rear door. On buses with a rear emergency exit window, the two 4" round lights shall be mounted on the rear of the bus body with one just below and one just above the rear emergency exit window. Final location of high mount stop lamps shall be determined at pilot model production. Suggested Sources: Command Electronics model 003-82, Dialight, Grote, Optronics, Peterson, Truck-Lite

5. Brake lights shall be red 4" round sealed voltage regulated LED lamps and shall not override hazard flashers or turn signals. Rear turn signal lamps shall be amber 4" round sealed voltage regulated LED lamps.

6. Headlights shall be Halogen lamps and the standard front park/turn lights may be a part of the OEM headlight assembly.

7. License plate mounting shall be with stainless steel screws and jack nut for securing license plate. Suggested Source: Wm. F. Hurst Co. model 6SJN

T. Safety Equipment

All safety equipment provided by the manufacturer shall be secured to each bus and be easily accessible to the driver. Location of safety equipment shall be determined at pilot model production. The safety equipment shall be:

1. One UL listed 5 pound, 2A-10BC dry chemical fire extinguisher. Fire extinguisher shall have a metal head, a gauge to indicate state of charge, and a bracket with strap for securement. Source: Manufacturer's Standard.

2. One container of bi-directional emergency reflective triangles that meets FMVSS 125.

3. One web cutter shall be provided from the supplier of the wheelchair securement belts for use in an emergency.

U. <u>Heating/Ventilating/Air Conditioning</u> (HVAC)

1. During normal passenger service, front and rear heavy-duty heating system shall be capable of raising the interior temperature of a bus from 0°F to 60°F at knee level (22" above the floor) throughout the interior of bus within 30 minutes from engine startup. After initial warm-up, while the bus is in passenger service, the front and rear heavy-duty heating system shall be sufficient to maintain a minimum of 64°F at knee level throughout interior of bus and at the driver's foot space when the outside temperature is 0°F. Heating system operation will be verified by the required system testing as defined in Section VII Part D. Heating/Ventilating (HV) Certification. In addition to the front heater and windshield defrosters, for increased air circulation, one 6" two speed fan with non-glare blades and body shall be mounted away from passenger and driver traffic in the driver's area near the windshield. ra Grounding for all heater fan motors shall be supplied by an in harness ground wire attached in the fuse panel to a common grounding point. All HVAC fan motors shall be supplied with proper radio frequency (RF) suppression equipment to remove two-way radio interference.

2. Front heating unit shall be automotive in-dash type (chassis Original Equipment Manufacturer (OEM) or equal) and shall be capable of delivering heat, fresh air ventilation, and air conditioning (optional) to the driver's area. The front heater shall have a temperature control valve which can be regulated from the driver's area. The driver's area shall have air circulation in each mode of defrost, heat, fresh air ventilation, and air conditioning (optional) of 125 cfm at the foot area, with a total driver's area circulation of 400 cfm minimum.

3. Rear heating unit(s) shall distribute heat in at least a 180° direction and ensure air distribution to all passenger areas of the bus interior. Heating unit(s) shall have a minimum 5/8" I.D. heater inlet and outlet ports with a BTU/hr output rating to match the specified HVAC performance requirements. Coolant flow through the heating units shall not be restricted by excessive bends or kinks in hoses or excessive lengths of hoses. Heating units shall have rubber or nylon insulator(s) between their mounting base and floor of the bus. Suggested sources: AMFAB Inc., A. R. Lintern, Bergstrom, Pro-Air.

4. The premium heater hose (5/8" ID minimum) shall be high temperature resistant Ethylene Propylene Diene Monomer (EPDM) material. Hose shall be a reinforced type with Aramid knitted fiber reinforcement between the EPDM tube and EPDM cover. Heater hose material shall be compatible with all types of coolant including long life coolant. Rated temperature limits of the hose shall be -40°F to +300°F minimum, with a burst pressure of 130 PSI minimum.

5. Manual shut off valves for the rear heater shall be placed as close to the engine as is practical. The 5/8" ID heavy-duty brass 1/4 turn ball shut off valves shall be located in the heater outlet line (from engine to heater) and in the heater inlet line (to engine from heater). Shut off valves shall be accessible by personnel without going under the bus (may require an access panel door). Location to be determined at pilot model inspection.

6. Front heater shall have coolant temperature control valve or other controls which can regulate heater temperature from the driver's area.

7. All heat lines and hoses shall: have exterior routing along the bus frame rail where possible; be sufficiently protected to ensure against wear from friction and the elements; be insulated to reduce heat loss; use routing that eliminates excessive bends and hose lengths; and have heater hose passage holes through engine cowl and floor area thoroughly sealed to prevent air, dust, and moisture intrusion.

8. Air Conditioning (see Alternate Quotes, Section VI. A).

V. Windows

1. Passenger compartment windows shall be T-type slider at top, full slider, or top tip-in type for window ventilation. Windows shall have tempered safety glass and heavy-duty locking features which shall meet FMVSS 217 for emergency exits, if applicable. Window glazing material shall be able to maintain its seal and glass retention for the life of the unit. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings (maximum clearance of ¼" around the frame, $^{1}/_{8}$" on each side). All window glass shall be tinted - passenger windows AS-3 tint 31% luminous transmittance, right and left driver's side windows AS-2 tint 70% luminous transmittance, and windshield shaded-tinted AS-1 tint - and meet applicable federal standards. Driver's compartment right and left side windows shall be designed for maximum window area to provide unobstructed vision. Driver's compartment left side window shall be adjustable vent type (moveable front section of lower portion for ventilation) or chassis Original Equipment Manufacturer (OEM) door window. Driver's right side window shall be one piece. Suggested sources: Hehr, Kinro,

W. Paint

1. All exterior surfaces shall be smooth and free of visible fasteners (excluding round head structural rivets), dents, and wrinkles. As appropriate for the paint used and prior to application of paint, the exterior surfaces to be painted shall be properly cleaned and primed to assure a proper bond between the substrate and successive coats of original paint. Paint shall be applied smoothly and evenly, with the finished surface free of dirt, runs, orange peel, and other imperfections. All exterior finished surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.

2. All exterior paint shall be a two part acrylic-urethane-type or polyurethane-type with low volatile organic compound (VOC) emission. The finish coat of paint shall be applied before rubrail covers or inserts, fender flares, exterior lights, and other body mounted accessories are installed. Paint shall be applied in the following method:

a. If on bare aluminum, use proper cleaner. Recommended sources: DuPont 2253, PPG, followed by aluminum conversion. Recommend sources: DuPont 2265, PPG.

b. If on bare steel, use proper cleaner. Recommended sources: DuPont 5717S, PPG followed with steel conversion.

c. For all bare metal, use primer. Recommended sources: DuPont Prime 615/616 (two coats), PPG.

d. Appropriate primer as required shall be used on fiberglass surfaces.

e. Coat entire prepared surface to be painted with minimum of two coats of paint properly activated and reduced and have a minimum thickness of three millimeters. Recommended sources: DuPont, PPG Concept System, Sikkens Corporation U-Tech brand.

3. Standard paint color for all buses shall be the manufacturer's pre-finished white exterior panels (OEM white). Color scheme on all buses shall be provided at the time of ordering. Additional paint schemes will be quoted in VI. ALTERNATE QUOTES (OPTIONS) Item L. Special design paint application pricing will be negotiated at the time of ordering by the transit agency.

X. Insulation

1. Inside walls, ceiling, passenger floor area, driver floor area, and fire wall area shall be adequately insulated for sub-zero winters with spray-type foam insulation or glued in place insulation with a minimum R factor of 5. The insulation shall be non-formaldehyde, fire-resistant (FMVSS 302 minimum), non-hygroscopic, and resistant to fungus. Insulation shall prevent condensation and thoroughly seal bus so that drafts cannot be felt by the driver or passengers during operations with the passenger door closed. Insulation shall not cover up electrical wiring harnesses, electrical switches, or other devices and shall not be sprayed in wheelwells. All mechanisms (moving or stationary parts) that are affected, create a fire hazard, or are rendered useless by an application of sealant or insulation shall be cleaned free of sealant or insulation, including vent canisters and drain pipes.

2. Engine hood cover and driver's area shall have adequate insulation to keep driver's foot area cool during summer months, warm during winter months, and reduce engine noise to an acceptable level. The OEM insulation provided on the engine hood is acceptable.

Y. Type I Lift (Platform Type) (Shall Meet ADA Requirements)

1. All buses equipped with lifts must meet FMVSS 403 and 404 requirements. All costs required to meet these requirements shall be included in the bid price.

2. The Type I platform lift shall be installed in a separate door opening for use by persons with disabilities. The lift assembly shall be mounted within the bus body on the right (curb) side. The bus manufacturer must provide documentation (reviewed by the State at pilot model production) that the lift installation complies with the lift manufacturer's lift installation requirements. The overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp shall be a minimum of 68" for a bus over 22 feet in length to meet ADA requirements.

3. The lift door(s) shall be manually operated with an outside key locking handle. Spring loaded struts, gas struts or manual latches shall be provided on the lift door(s) to positively hold the door(s) in the open position. All door openings shall have full structural framing around the opening equal to the structural members of the body. The lift door(s) shall have an upper window similar to the side windows of the bus. Any exposed lift door frame structure shall be constructed of 304 stainless steel acid-etched, coated with zinc based primer and powder coated OEM white (including the fasteners).

4. The lift shall be an electro-hydraulic type. If the lift has a crossbar, it shall be above the door opening and well padded. The platform lift equipment shall be a double "C" channel parallel arm construction, hydraulically operated by two single-acting cylinders with gravity unfold, gravity down, power up, and power fold (stow) operation. No part of the lift platform shall exceed 6 inches/second during the lowering and lifting of an occupant, and shall not exceed 12 inches/second during deploying or stowing. The lift shall have a mechanical outboard safety wheel stop to prevent wheelchair from rolling off the platform during the lifting cycle. Successful bidder shall deliver the lift equipped bus with the type of lift equipment requested by the State. Suggested sources: Braun, Maxon, Ricon.

5. A manual safety override shall be provided that will remain operable. Lift shall have manual override instructions visible from inside and outside the bus with door open.

6. The entire lift assembly shall be installed inside the bus body and shall have adequate protection installed on all sharp corners or items that protrude into the passenger area to prevent accidental injury to passengers. Wall and floor mounting points shall be reinforced and shall be attached with fasteners having a thread locking feature. Lift installation shall insure that no lift rattling exists when the bus is operated while the lift is stowed.

7. A lift control interlock system shall be installed that shall ensure that the bus cannot be moved when the lift is not stowed and that the lift cannot be deployed unless the interlock is engaged [to meet ADA regulation in 49 CFR Part 38, Subpart B--Buses, Vans and Systems, §38.23, (b)(2)(I)]. The interlock system shall engage when the lift operation sequence is followed. Interlock operating instructions shall be included with the bus at delivery. An indicator light (red, labeled) shall be provided at the driver's station that is activated when the lift door is open and when the lift is in operation. An interlock override system shall be installed that allows service personnel to move the bus to a safe area for repairs. Suggested Source: Intelligent Lift Interlock System (ILIS) by Intermotive Products.

8. All lift equipped buses shall display the international symbol of accessibility, one each on left and right side of the bus. Location shall be determined at pilot model inspection.

9. The lift shall meet ADA requirements as well as these minimum requirements.

a. Capacity 800 pounds minimum.

b. Usable platform width 33" minimum.

c. Usable platform length 50" minimum.

d. Platform shall include automatic locking inboard safety wheel stop (minimum 6" height) and outboard safety wheel stops to prevent wheelchair from rolling off.

e. Platform shall automatically stop at floor level.

f. Platform shall automatically stop when lowered to ground level.

g. Hand held controls shall be conveniently located on a flexible, cut resistant cable and shall be mounted with access from inside or outside the bus. The cable shall be routed to eliminate being pinched in any moving parts and be wrapped with a flexible exterior protective conduit.

h. Platform, bridge plate, and area between bridge plate and aisle shall be skid resistant.

i. Bridge plate and platform shall be coated to resist rust.

j. Platform shall have horizontal handrails (one each side) on platform to assist passenger during lift operations. Handrails (yellow) shall fold automatically to prevent any obstructions into the bus passenger area.

k. Lift door operated interrupt switch shall prevent use of lift with lift door(s) closed. Heavy duty long life switches shall be used in this application.

l. The color of the lift shall coordinate with bus interior colors and be approved by the State. The outside edges of the platform shall either be painted yellow or use 3M™ vinyl safety stripe tape to enhance visibility when extended on the ground.

m. Sharp corners of lift platform shall be padded (remove for lift use) when in the stored position.

n. The wheelchair lift shall comply with all federal, Americans with Disabilities Act (ADA), and Veterans' Administration regulations.

o. Lift platform shall be fitted with device to prevent the platform from touching or leaning against door after being returned to stored position when the lift assembly is not in use.

III. WHEELCHAIR SECUREMENT AREA

A. The wheelchair securement system shall be installed according to ADA requirements. Securement location shall be installed as shown by the seating plan option and approved at pilot model production. Fold-away seating shall be provided for use when wheelchairs are not being carried as shown in floor plans. The integrated securement system shall restrain the occupant and the wheelchair separately and securely.

B. Wheelchair securement shall meet these minimum requirements:

1. Forward facing wheelchair tie down and occupant restraint shall consist of four floor attachment points for the chair and a combination, lap belt/shoulder restraint with manual height adjuster for the occupant per location.

2. Securement floor anchorage points shall be anodized aluminum, stainless steel or other noncorrosive metal construction and consist of aircraft type insert pockets that can be flush mounted with the rubber flooring (Flanged “L” style track with end caps Sure-Lok

8663 or Q-Straint Q5-6100-FPD). Floor anchorage points for the first securement space shall be spaced at a minimum of 54" from front to rear. Floor anchorage points shall be located no closer than 8" from a stationary wall or obstruction (forward or rearward) that would hinder an operator from attaching the securement system. Anchorage points can be used for the front tie downs, the rear tie downs, and can be shared by the center run of anchorage track. Width of anchorage track shall be no less than 30" wide allowing for the widest of mobility devices.

3. Securement wall anchorage point for shoulder restraint shall be stainless steel or other aircraft quality noncorrosive metal. Wall anchorage device shall provide vertical adjustment (approximately 12") for differences in height of the secured mobility aid. Wall anchor shall be permanently fastened to the body structure in the wall according to the belt assembly manufacturer's installation instructions.

4. The belt components shall be permanently marked to identify their location as follows: "floor", "lap", or "shoulder". The four belts that attach to the wheelchair from the floor anchorage points shall use a simple speed hook end ("J" or "S" style) for chair attachment and have automatic heavy duty retractors with a hard metal cover and manual knob control. All floor attachment belts shall be the same and work in any of the four floor attachment points and be equipped with connector brackets for the lap belt assembly. Automatic self tensioning and self locking retractors with metal covers shall be part of the four floor belt assemblies for automatic belt tensioning. Belt ends with floor anchor attachments shall be easily identified for placement in the floor track.

5. All belt components shall meet ADA requirements and random static testing forces equal to:

rear belt assy.	6,000 lbs. each, minimum
front belt assy.	2,000 lbs. each, minimum
lap belt assy.	2,500 lbs. each, minimum
shoulder belt assy.	2,500 lbs. each, minimum
floor insert assy.	6,000 lbs. each, minimum

6. All components shall meet SAE J2249 requirements and be 30 MPH/20G impact tested.

7. All components shall be installed to the securement manufacturer's recommended specifications.

8. Suggested sources: Sure-Lok's Retraktor™ Systems for L track AL 712s-4c; Q'Straint Model Q-8100-A1L..

C. Restraint Storage System

A wheelchair restraint storage system shall be positioned under the foldaway seats at each wheelchair space. Storage system shall:

1. Keep restraints clean
2. Provide easy accessibility to restraints
3. Restraints shall be stored securely to prevent noise while the vehicle is in motion.
4. Restraint storage system shall be compatible with the installed securement system (L-Track or 360 degree single point securement system). Suggested Source: Freedman Tie-Down Storage System

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IV. CHASSIS SPECIFICATIONS

The chassis shall have a pre-delivery inspection performed by a representative of the chassis manufacturer before the bus manufacturing process begins. A copy of the completed pre-delivery inspection form shall accompany the bare chassis during manufacture as part of the build order. All standard or optional chassis equipment to be included shall be as advertised by the manufacturer and factory installed and shall not consist of substitute or after market equipment. Optional chassis equipment not available from the factory may be dealer installed. The chassis shall meet the following minimum requirements:

A. Chassis

Commercial or Recreational Vehicle (RV) rated chassis shall be the highest Gross Vehicle Weight Rating (GVWR) available for the wheelbase and shall have one front axle with single wheels and one rear axle with dual wheels.

B. Tilt Wheel/Power Steering

Chassis shall be equipped with power steering and a tilt wheel steering column. The steering column shall be adjustable for various up and down positions of the steering wheel. The steering gear shall be a full hydraulic power assist type.

C. Wheelbase

Wheelbase shall be 158", minimum.

D. Engine

The engine shall be a gasoline V8 or V10, fuel injected, 350 CID (5.7P) minimum.

E. Transmission

Heavy-duty, four-speed automatic cooled by an external "H.D. transmission oil cooler" in series with radiator cooler or equal (cooler capacity to match GVWR of bus).

F. Alignment

The bus shall have a four wheel alignment at final point of inspection, just prior to delivery to the transit agency and a copy of the work order indicating the camber, caster, and toe-in settings at time of final inspection shall be provided with the bus at delivery.

G. Gross Vehicle Weight Rating (GVWR)

Front Axle Rating - 4,600-lb. minimum. Bus shall not exceed chassis manufacturer’s rated front axle weight capacity.

Rear Axle Rating, - 9,450-lb. minimum. Bus shall not exceed chassis manufacturer's rated rear axle weight capacity.

Chassis GVWR - 14,050-lb. minimum. (see Purpose of Specifications, Section I)

H. Differential

Heavy-duty rear axle with full floating axles. Gear ratio shall allow buses to travel approximately 65 miles m.p.h. loaded, and not exceed manufacturer's recommended engine operating R.P.M. Axles shall be marked if synthetic oil is used.

I. Battery

The battery equipment shall be furnished by the chassis manufacturer where available. The dual batteries shall be maintenance free with reserve capacity of 400 minutes @ 80° F, total CCA-1250 minimum, 12-volt minimum. The batteries installed in the bus must be a pair of matching units. The batteries must be fresh, fully charged units when the finished bus leaves the manufacturing plant. Batteries that have been in the bus during the manufacturing process which were allowed to become fully discharged for a period of time shall be replaced with fresh new batteries. One battery shall be mounted under the hood and the second battery shall be mounted on a slide-out tray with nonmetal battery hold down secured with bolts. On the diesel engine option, both batteries shall be mounted on the slide-out tray. The tray, slides, and rollers shall be stainless steel. The slide-out tray shall be mounted on properly supported mechanism with grease fittings, all of which shall have adequate capacity to support the battery equipment. The battery slide-out tray shall allow movement to permit full service of batteries outside of the bus body. The inside of the battery compartment shall be covered with a durable insulating material to prevent electrical shorts. The totally enclosed battery compartment shall be vented and the tray shall be coated with an acid resistant coating. The battery compartment must be located below the floor line with adequate reinforcement brackets mounted to floor supports. The battery compartment shall be fitted with an insulated standard exterior access door to prevent accidental grounding with hinge and quarter-turn, non-corrosive metal, thumb latches with positive stop mechanism or flush pull-style latch(es) (SouthCo Model #M1-61-1), which match latches on other compartment access doors. The battery box compartment must be marked to say “auxiliary battery inside”. Recommended Battery Sources: Delco Group 31-1150 series, OEM.

J. Battery Cables and Grounds

Battery positive and ground cables shall be AWG size 2/0 minimum, fine stranded, flexible copper wire with permanently affixed cable connector ends with heat shrink tubing applied. All cable ends shall be fastened in a manner equal to the method used by the chassis Original Equipment Manufacturer (OEM). Positive cable ends at the battery shall use a protective cover or cap as an added insulator. Cable assemblies installed in place of chassis manufacturer's battery cables shall be sized to match the electrical system’s maximum current draw to provide proper engine starting and operation of all systems.

An additional ground of the battery cable size shall be installed between the engine and chassis frame and between the transmission case and the chassis frame. One additional ground wire of the battery cable size shall be installed between the frame rails just ahead of the rear axle. The bus body shall be properly grounded with cables to the chassis frame in at least two places. Engine, body, and equipment grounds (properly sized) shall be installed to handle subsystem electrical capacity. Lift pump motor shall be grounded directly to chassis frame using a cable of the same size as the pump motor feed wire. All exterior lights and accessories added by the body manufacturer shall be grounded by an in-harness ground attached at a common grounding point. There may be a common grounding point in the rear of the bus along with a required grounding point at the fuse panel. For all ground wire connections; 1) paint shall be removed at the grounding point to provide a cleaned surface; 2) grounding wires and cables fastened to the frame or body structure shall use a bolt with nut installed in a proper sized hole; and 3) a coating of

dielectric material shall be applied to the cleaned surfaces, cable ends, bolts, and nuts where each positive or grounding cable or wire is attached.

All buses shall be supplied with proper radio frequency (RF) suppression equipment to reduce radio interference and improve radio transmission and reception performance. High corrosion resistance and high conductivity braided ground straps shall be added: between the engine and the chassis frame of 1" width, minimum; between the engine and the firewall of ½ " width, minimum; two between the frame and the body sections of ½ " width, minimum; and between the separate body sections of ½ " width, minimum. For all braided ground wire connections, paint shall be removed and a coating of dielectric material applied to the cleaned surfaces where each braided cable attaches as is required in other ground wire applications. All removable covers in the engine area including fiberglass hoods need to be shielded and RF grounded. All braided high corrosion resistance and high conductivity ground straps shall be as short as possible and shall use the negative battery cable attachment point (except those between separate body sections) as the termination point of the RF grounding.

K. Alternator

The alternator equipment shall be furnished by the chassis manufacturer where hot output will match system needs. This system shall be a 12-volt dual-belt drive or serpentine belt drive with internal or external voltage regulator. It shall be capable of maintaining the battery at a state of full charge under all operating conditions and equipment loads, 195 amp minimum. The alternator shall be supplied with proper radio frequency (RF) suppression equipment and have a ½" wide braided ground strap connected between the alternator frame and the engine block to reduce two-way radio interference. Any bracket modifications shall not reduce the strength of the mounting bracket. Chassis alternator equipment available that is unable to meet electrical needs may be replaced by Leece-Neville, PennTex. Any non-Original Equipment Manufacturer (OEM) alternator equipment installed on a bus by the body manufacturer shall be covered by a minimum warranty period equal to the chassis OEM alternator warranty. It is the responsibility of the manufacturer (bus supplier) to match the alternator performance to the bus's electrical system needs.

L. Fast Idle

The engine shall be equipped with fast idle control which includes manual and automatic control features. Fast idle shall not activate unless parking brake is set and transmission control is in neutral (N) or park (P). The control system shall have a manual switch, volt sensor, an indicator light, and activate automatically from voltage sensors. The system shall automatically deactivate when bus is shifted into gear and when the bus foundation brakes are applied. Chassis manufacturer's equipment, Advanced Fast Idle System (AFIS) by Intermotive Products, Penntex Model PX-HI-(mod no) with time out module, Vortec MD30-2500.

M. Brakes

Foundation brakes shall be a power-actuated four wheel disc type or a disc front/drum-type rear, anti-lock braking system. The system shall be the heaviest-duty available for stop and go operation. Brake system shall include a low brake warning system provided by chassis manufacturer.

1. Front Foundation Brakes: disc, 12.5" rotor with 45 square inches of pad lining minimum.

2. Rear Foundation Brakes: drum, 12.125" x 3.5" minimum or disc with rotor and pad of equivalent size to match axle weight rating.

3. Parking Brake - Rebuildable, heaviest-duty available from chassis manufacturer.

N. Fuel Tank

Fuel tank shall be 55-gallon minimum. On **gasoline models** where the fuel tank is mounted outboard of the chassis frame rail, the fuel tank shall have a protective cage for impact protection provided by the chassis manufacturer in compliance to regulations for school bus fuel tank impact protection. Fuel fill shall be protected from weather.

O. Hazard Flasher

Hazard flashers shall be a steering column or dash mounted mounted control switch, with indicator (audible and light), and shall be an electronic or heavy duty transistorized flasher. Suggested sources: OEM

P. Shock Absorbers

Chassis shall have gas filled shock absorbers front and rear, most heavy-duty available from chassis manufacturer.

Q. Suspension

1. The chassis shall be equipped with a heavy-duty spring front suspension to match the specified gross axle weight rating.

2. The chassis shall be equipped with a heavy-duty rear suspension fitted with a rubber shear spring suspension that works in conjunction with the OEM chassis leaf spring suspension to match the specified gross axle weight rating. The added suspension, consisting of a spring carrier assembly, a frame hanger assembly, a cross-member tube assembly, and a carrier spring assembly, shall be installed in place of the original spring hanger and shackle assembly. The frame hanger must bolt into the existing Original Equipment Manufacturer (OEM) spring hanger holes in the frame. The added suspension system must not alter the OEM gross axle weight rating. Suggested sources: MOR/ryde® "RL" Suspension System.

R. Stabilizer

Chassis shall have suspension stabilizers as provided by chassis manufacturer.

S. Wheels

Bus wheels (6) shall be 16.0" x 6.0" minimum and white in color. Wheels shall have stainless steel or brass valve stems a minimum of 1 ½" long.

T. Tires

All tires (6) shall be from the same manufacturer and be all season, tubeless, steel radial blackwall (LT225/75Rx16E), single front, dual rear. The tires shall be the largest size available from chassis manufacturer to meet the GVW rating.

U. Drive Shaft

The drive shaft shall be OEM and have guards of sufficient strength to prevent the drive shaft from striking the floor of the bus or the ground in the event of a tube or universal joint failure. Drive shaft guards (OEM chassis equipment preferred, or installed by the chassis manufacturer) shall be secured properly and be equal in materials and design to drive shaft guarding installed on a school bus chassis.

V. Wipers/Horn

Electric wipers shall be two speed, delay style, dual jet washers (electric), with OEM standard arms and blades. The bus shall have two electric horns (high and low pitch).

W. Radiator and Cooling System

The cooling system shall have an extra cooling capacity radiator, water pump, pulley, and clutch-type fan with coolant recovery system (heavy duty installed by chassis manufacturer). Cooling system shall be winterized (minimum -35°F freezing point). Radiator removal instructions and estimated removal time shall be furnished with first bus to each agency. Coolant integrity shall be maintained throughout the manufacturing process to insure that the coolant, including additives, in the delivered bus is equal to the coolant installed at the chassis OEM factory.

X. Fluids

Fluids shall be checked and filled from inside front hood where application allows. Engine oil fill/check, transmission oil fill/check, and coolant fill/check shall be located for easy access.

Y. Engine Cover

The engine cover shall be insulated from engine heat, engine noise, and road noise. Driver's area noise level (at driver ear level) shall not exceed 82 DBA for any engine at a constant speed of 55 mph on a level roadway and shall be verified at pilot model inspection. Additional equipment added to the engine cover area shall not interfere with removal/installation of the engine cover.

Z. Exhaust System

The exhaust shall exit the rear of the bus on the street (left) side just forward of the left end of the rear bumper flush with the body. The exhaust system shall meet FMVSS §393.83 and current Environmental Protection Agency (EPA) requirements. The exhaust system must be installed to provide maximum ground clearance and departure angle at the rear of the bus.

V. OTHER ITEMS

A. Safety

The following safety items shall be provided on each bus:

1. A 12-volt 97-db sealed solid state electronic warning alarm that is readily audible from outside the bus when transmission is in reverse. The alarm shall: be steam cleanable; have passed a 1 million cycle test; and meet SAE J994, OSHA, Bureau of Mines and all State Regulations. The alarm shall be mounted with bolts and properly grounded in a protected location in the rear of the bus near the license plate (location shall be approved by the State). Suggested source: OEM standard.

2. The rear door shall have an audible alarm at driver area that is energized when the rear door latch handle starts to open and when the rear door is locked with the ignition in the on or accessory position.

3. A lift master switch with light (green and labeled) at driver's station, illuminated when switch is on.

4. An indicator light (red and labeled) at driver's station that is activated when lift door is open and when the lift is in operation.

5. An interlock system shall be provided to ensure that the bus cannot be moved when the lift is not stowed and that the lift cannot be deployed unless the interlock is engaged (to meet ADA regulation). The interlock system shall engage when the lift operation sequence is followed. Interlock operating instructions shall be included with each bus at delivery.

6. An automatic daytime headlight control system shall be provided. The system shall illuminate the headlights when the ignition switch is on and the headlight switch is off. The system shall activate automatically after engine start up with the headlamp switch off and shall deactivate automatically when the headlamp switch is on or the ignition switch is turned off. Suggested sources: Chassis OEM.

7. A low profile electronic strobe light (white) with a clear lens and branch guard shall be provided. The light shall meet SAE J1318 requirements and be mounted centrally on the roof of the bus approximately 6' forward of the rear of the bus. The 12 volt light shall have a control switch in the driver's area. The light shall be approximately 4" in height, produce 80 (±10) double flashes per minute, and have a light intensity of 1 million candlepower with a current draw of approximately 1 ampere. Suggested Sources: Grote, Meteorlite, Peterson, Target Tech Pulsator® 451, Truck-Lite

B. Electrical

1. Lift equipped buses shall have a circuit breaker with a manual reset in the lift feed circuit. The circuit breaker shall be mounted under the hood, with easy access, in the positive power cable leading to the lift power pack.

2. Install a 12 volt power point for hand held equipment in the driver's area.

3. All cable and wires added by the body manufacturer shall be continuous color coded and numbered or function coded. The manufacturer shall furnish complete as built wiring diagrams with integrated body and chassis wiring marked to show the codes used. Mating harnesses and harness connectors shall use matching wiring and coding unless chassis OEM wiring and coding is different from body manufacturer. The wiring shall be designed to be a "plug and play"system where the harnesses and components are fastened through common standard terminal ends and connectors.

4. Electrical panels installed by the body builders shall be located for easy access. Circuit breaker circuit protection shall be standard but blade type fuses may be used when expressly required by the component manufacturer. The master electrical panel shall use a separate “plug and play” connector and terminal system. Highest quality components available shall be used. Two spare electrical fuses that match fuses used on the bus body and chassis shall be supplied with the bus and stored in a box or spare circuit area at fuse box. All components shall be placed on the front of the electrical panel for ease of service. Suggested sources: R.C. Tronics Incorporated

5. All wiring added to chassis fuse block shall be securely fastened to prevent wires from being knocked loose or loosening from vibration. The manufacturer shall use wire raceways where needed. Wiring, harnesses, and raceways shall be supported at regular intervals by "P" clamps, or by other supporting hangers where necessary, and routed in separate hangers from heater hoses or air conditioning hoses. Body fuse/electrical panel shall be sufficiently sealed to prevent intrusion of dirt and moisture.

6. All wiring shall be heavy-duty; be properly grounded to body frame structure and the chassis; use a common grounding point; and be adequate for electrical system capacity. All wiring passage holes through engine cowl, floor area, and other partitions shall be thoroughly sealed to prevent dust and moisture intrusion and be sufficiently protected to ensure against wear from friction and the elements.

7. All accessories and accessory electrical equipment shall be wired through a constant solenoid energized when the bus's ignition switch is in "ignition on" or "run" mode. A master switch with light in the driver’s control panel shall control this constant solenoid and act as a quiet switch overriding individual switches for accessories. This master switch is wired in series with the ignition switch to control the constant solenoid. The constant solenoid shall not control headlights, taillights, emergency lights, charging system voltage regulator energizer lead, a fused power lead for the passenger door, and a fused constant power lead for all electronic control units' long term memory.

8. All control switches, relays, and circuit breakers used for the various electrical circuits shall have a current carrying capacity adequate for the circuit that they control and shall be properly marked for their function. The illuminated switch markings shall be permanent and not wear off with switch use. Control switches shall be positioned for easy access.

9. All added wiring shall be installed in a properly sized and supported split open-type loom or a properly supported raceway for protection. All wiring harnesses shall have adequate length to allow for harness flexing from supporting brackets and where harnesses connect to electrical equipment. Any wiring added by splicing into an existing chassis Original Equipment Manufacturer (OEM) harness or wire shall match modification standards set forth by the chassis manufacturer, such as Ford’s QVM. Any added accessories or electrical circuits shall not interfere with nor back-feed into other electrical circuits.

10. Wiring added from OEM chassis wiring to rear lights, fuel tank, and/or other accessories shall be supported and protected from the ice and snow build-up. Wiring shall be inside bus where possible. Wiring to taillights and other exterior lights shall be long enough to remove assembly by 6" for service. Exterior connections shall be weatherproof positive lock connectors coated with dielectric grease. Suggested sources: Metri-pak, Weather-Pak.

11. Scotch lock wire connectors are not acceptable and shall not be used for wiring installation. Terminals shall be as follows:

a. Machine crimped on wire ends shall be used on all harnesses and cable assemblies used in the production of buses. Harness assemblies shall have connectors matching a mating connector where harnesses attach to other harnesses, switches, or other electrical units. Connections made in any harness assembly shall use Sta-Kon®, disconnects and splice connectors where machine applied connectors cannot be used. Connectors shall be properly crimped with Sta-Kon®, tools and covered with heat shrink tubing. In-line fuse assemblies shall use spade type fuses in a Weather-Pak holder and shall be located for ease of service.

b. All exterior wiring connectors (plug-ins) including harnesses shall be weatherproof positive lock with the connector pins applied with the proper crimping tool (Weather-Pak, Metri-Pak). All exterior ground connections, except factory supplied braided ground straps, shall have properly applied terminal ends with heat shrink insulation applied.

VI. ALTERNATE QUOTES (OPTIONS)

A. <u>Air Conditioning System</u>

OPTION A

1. a. The air conditioning system (AC) shall have front and rear evaporator units. The system shall be integrated with a compatible in-dash driver's area evaporator unit and compressor (chassis OEM) capable of delivering tempered air for windshield defrosting. The systems shall use refrigerant type R-134A and be warranted from in service date for one full year, minimum. The system shall be of sufficient capacity to maintain interior temperature requirements stated in the test procedure for air conditioning systems during summer operation (see required certification in Vendor/Manufacturer Requirements, Section VII. C).

b. The front system shall be integrated with a compatible in-dash driver's area evaporator unit (complete front system may be Chassis OEM). The front system shall provide temperature control with sufficient cooling ventilators for driver comfort with no reliance on the rear system for front temperature control. Front and rear air flow and temperature shall be controlled by separate switches on the driver's control panel or dash panel. Front and rear systems shall have separate fan controls.

2. Compressor: There shall be one engine driven air conditioning compressor of nominal 10 cu. in. displacement (may be chassis OEM). Hose end metal fittings connecting hoses to the compressor shall be electro-coated steel that pass the ASTM D117 1000 hour Salt Spray test. The compressor clutch circuit shall be interrupted when abnormal pressures are detected by the pressure monitoring switches. Low pressure switch shall be located between expansion valve and compressor in the low pressure side of the system. The high pressure switch shall be located between compressor and condenser in the high pressure side of the system. Suggested sources: A.C. Industries, American Cooling Technology, Thermo King, Trans/Air,.

3. Condenser: The system's condenser shall be skirt mounted. The condenser fans and motors shall be enclosed within the condenser housing. The housing shall be galvannealed with heat-fused powdered epoxy coating. The condenser coil shall be copper tube expanded into aluminum fins and vinyl-coated. Hose end metal fittings

connecting hoses to the condenser shall be electro-coated steel that pass the ASTM D117 1000 hour Salt Spray test. High pressure cut out switches shall be wired into the clutch circuit. The condensers shall be equipped with 10" axial fans dynamically balanced with permanent magnet totally enclosed motors. The condenser shall blow air on an angle down from the bus chassis to help prevent re-circulation of hot air back through the condenser core. A refrigerant dryer shall be included and a sight glass where necessary. The condenser shall include winter guard kits approved by the State. Suggested sources for the condenser: A.C. Industries, American Cooling Technology, Inc., Thermo King, Trans/Air.

4. Evaporator(s)

a. The front (may be chassis OEM equipment) and rear evaporator shall have three-speed or variable speed continuous duty permanently lubricated blower motors (rear blower assembly rated at 1985 CFM, minimum). The evaporator cores shall be a copper coil with aluminum fins (four rows deep, minimum), galvanized heavy-duty frame and coil end sheets with a galvannealed drain pan. The evaporator expansion valve shall have "O" ring refrigerant connections. Suggested sources: A.C. Industries, American Cooling Technology, Inc., Thermo King, Trans/Air.

b. The driver's evaporator shall be controlled separately from the passenger area evaporator and shall have a three-speed or variable speed continuous duty permanently lubricated blower motor (may be chassis OEM equipment). The controls shall include an on/off switch and a three-speed blower switch. The in-dash unit shall not interfere with removal or replacement of the engine cover or be blocked by the entrance door control mechanism.

c. The passenger area evaporator system shall be separately controlled from a control station at the driver's position. The controls shall include an on/off switch and a three-speed or variable speed blower switch.

5. The components of the air conditioning system shall be readily accessible for maintenance. Service/charging ports shall be accessible without removing any other component or item. The refrigerant hose construction shall comply/exceed SAE specification J2064 Type D or E. The construction of the hose shall include a nylon-based thermoplastic inner liner reinforced with two separate layers of textile yarn and a cover consisting of a synthetic elastomer in order to reduce incidences of chaffing, cuts, and ruptures with adequate extra length for flexing where connected to compressors and other components. Refrigerant fitting construction shall comply/exceed SAE specification J2064 Type D or E. All refrigerant hose end fittings shall be electro-coated steel that will pass the ASTM D117 1000 hour Salt Spray test. The hose coupling end of all fittings shall include two hose barbs and two areas of elastomeric or HNBR seals. Refrigerant hose clamp construction shall; comply/exceed SAE specification J2064 Type D or E, be made of stainless steel to ensure coupling integrity, properly align hose end fitting, and clamp the hose directly over the elastomeric or HNBR seals. Refrigerant hose fittings shall be Aeroquip E-Z Clip system, Carrier/Transicold Quick-Klik system.

6. The wiring shall meet all applicable specifications (see Section V. B.). The evaporator and condenser wiring (power and ground circuits) shall be properly sized to provide full battery voltage to each electrical unit.

7. Air conditioning electrical circuits shall be protected with automatic circuit breakers or thermal relays.

OPTION B

1. Condenser: The system's condenser shall be roof mounted and meet all of the requirements for the air conditioning system in Option A above.

2. A branch guard shall be installed to protect the roof-mounted air conditioner.

B. Manual Entrance Door

1. The manufacturer shall provide a heavy duty manually-operated passenger entrance door with control handle located in the driver's compartment within easy reach of the driver. The passenger entrance door shall not extend below the step frame. All exposed door frame structure shall be made of 304 stainless steel acid-etched, coated with zinc based primer and powder coated OEM white (including the fasteners). The door shall be located on the right side of the bus behind the right front wheel. The entrance door shall provide a 30" clear width opening, minimum, with all handrails installed. Door opening height from the top of the first step to the door header shall be a minimum of 76".

2. Passenger entrance door shall be a double-folding, split-type double leaf swing door. This door shall have a flexible soft rubber cushion on the meeting edge 12" in width, minimum. The door glass shall be see-through, tinted (AS-2) safety glass. Under all operating conditions and bus speeds, an airtight and dust-proof seal shall be formed between the door and the stepwell, between the door and body opening, and between the door leaf sections.

3. A method shall be provided to lock the bus when the bus is parked.

C. Diesel Engine

The optional engine in the diesel-powered drive train shall be an 8 cylinder (V-8 OHV) turbocharged diesel engine 6.0 litre minimum with a cold climate package. Chassis OEM electric, 110 volt, 1000 watt, engine block heater with cord and covered receptacle shall be required for all diesel engines. Driver's area noise level shall not exceed 82 decibels at a constant speed of 55 mph on a level roadway and shall be verified at pilot model inspection.

All buses with diesel engines shall be equipped with an auxiliary heater system that shall be able to preheat, provide supplemental heat, and maintain heat for the engine and interior of the bus. The auxiliary heater systems shall be supplied as a heated coolant model with a seven-day electronic timer control. The seven-day timer control shall be capable of a two hour preheat, minimum and be capable of continuous run control when the key is on with the engine running. The system control unit shall be located in the driver's area of the bus. The heater system shall be complete with all fuel and electrical controls, exhaust system, and standard warranty. The heater shall be a 12 volt unit with a fused power supply and with protection for high and low voltage conditions. The auxiliary heater system shall meet FMVSS 301 fuel system integrity requirements. The heating unit shall be fueled by the bus's primary fuel supply. The electrical connection shall be a one piece harness from the control switch to the heating unit with weather-pak or equal exterior connections.

The heated coolant model shall be a self-contained unit mounted under the bus near the rear heating unit, and connected to the heater hoses leading to the rear heating unit. It shall be in an enclosure supplied by the auxiliary heater manufacturer, be installed so that adequate ground clearance exists below the heater enclosure box, be easily accessible for servicing, be weather resistant, and be complete with mounting brackets/hardware and coolant circulator pump. The coolant circulator pump shall provide a minimum flow of 3.5 gallons per minute. The heated coolant system units shall have safety features for temperature regulating and overheat shut down switches. A seven day digital timer shall be used to control operation. The coolant heater shall control coolant temperature up to 176°F with a high and low heat level and have a heat output of 17,000 BTU/hr minimum. The auxiliary heater exhaust shall be connected to a section of rigid exhaust pipe with a down sweep that exits just below the heater enclosure toward the rear of the bus. Suggested source: Espar Hydronic 5 (diesel heated coolant), ProHeat Products Inc., Webasto.

D. Auxiliary Air Heater System

The auxiliary air heater systems provided shall be able to preheat, provide supplemental heat, and maintain heat for the interior of the bus for all engines. The auxiliary heater systems shall be supplied as a heated air model with an on/off, variable temperature, and with a seven-day electronic timer control. The seven-day timer control shall be capable of a two hour preheat, minimum and be capable of continuous run control when the key is on with the engine running. The system control units shall be located in the driver's area of the bus. The heater system shall be complete with all fuel and electrical controls, exhaust system, and standard warranty. All heaters shall be 12 volt units with a fused power supply and with protection for high and low voltage conditions. The auxiliary heater system shall meet FMVSS 301 fuel system integrity requirements. The heating units shall be fueled by the bus's primary fuel supply--either gasoline or diesel. The electrical connection shall be a one piece harness from the control switch to the heating unit with weather-pak or equal exterior connections.

The heated air model (with mounting brackets) shall be a self-contained unit placed in the passenger area either between the bus seat and bus floor or in a clear free space in the interior of the bus (placement shall be decided at the time of installation). The heated air system shall be a variable output, multi-stage heater for all engines. The heating unit shall have, 1) 16,000 BTU heat output, minimum (high heat setting), 2) 100 CFM of air delivery, minimum, and 3) automatic cycling between heat output stages. The heating unit shall be operated from the bus driver's area control unit. The unit shall have automatic overheat protection. All heater systems' fuel and exhaust connections shall be made outside the passenger compartment of the bus. The auxiliary heater exhaust shall be connected to a section of rigid exhaust pipe with a down sweep that exits just beyond the body side. The heating unit shall be fueled from the bus's primary fuel supply--either gasoline or diesel. Suggested source: Espar Inc. D5LC/B5LC (diesel/gas, heated air) Webasto.

Option A: Provide an auxiliary air heater for a gas powered bus as specified above.

Option B: Provide an auxiliary air heater for a diesel powered bus in lieu of the auxiliary coolant heater included with the diesel option. When an auxiliary air heater is installed on diesel powered buses, the engine shall be equipped with a 1000-watt 110-120 volt-A.C. OEM installed engine block heater with cord and covered receptacle. Engine block heater electrical cord receptacle shall be mounted for convenient access and protected from the weather (location to be determined at pilot model production).

E. Power Seat Base for Driver's Seat

Provide a six-way power seat base for standard driver's seat that allows for fore and aft, up and down, front tilt and rear tilt for the driver. Suggested source: Chassis Original Equipment Manufacturer (OEM) Deluxe Power Seat Base.

F. Destination Signs

Option 1 – Roller/Curtain: A 12-volt destination sign with a motor driven movable sign curtain mechanism shall be provided which meets ADA requirements (one front sign and one side sign). The sign curtain shall be approximately 36" wide and illuminated. The sign box shall have a door to open for the operator to view the sign curtain position. The door shall be positioned for ease of driver operation. A restraint shall be installed to prevent the storage door from opening beyond 105˚ when the installation allows the door to swing open

Option 2 – LED: A 24-volt, solid state, LED destination sign shall be provided which meets ADA requirements (one front and on side sign). Sign shall include a 12-volt to 24-volt converter to power the sign. Sign shall be programmable using latest version of Microsoft Windows® based software. Suggested sources: Luminator VISTA, TwinVision®

G. Ceiling Handrails

1. Two full length transit-type ceiling handrails shall be provided and securely attached to roof structure. The handrails shall be a minimum of 1 1/4" outside diameter, brushed finish, stainless steel including mounting brackets and fittings. The handrail ends shall curve toward and terminate in the ceiling. All handrails shall meet ADA requirements for position and size.

2. All handrail mountings shall have reinforcement plates welded to or imbedded in structure behind surface panels of sufficient strength to withstand passenger force. Final locations shall be determined at pilot model production.

H. Driver-Side Running Board

A driver side running board shall be constructed of either stainless steel or aluminum. The running board shall be securely attached to the chassis and have the capacity to support 300 pounds.

I. Donation Box

A donation box (in lieu of the farebox) shall be mounted on an adequately braced stanchion; shall be located over a flat floor surface near the driver; and shall be accessible to passengers entering the bus (meet ADA requirements). The lockable donation box shall be supplied with two keys. (Location shall be approved by the State at pilot model inspection.) Suggested source: Main Farebox Model C91M.

J. Farebox Electrical Prep Only (Less Farebox)

Electrical connections and wiring only (no farebox) along with support stanchion shall be supplied to the area where the standard farebox would be mounted (location shall be approved by the State at pilot model inspection).

K. Rear Emergency Exit Window

1. Each bus shall be equipped with a rear exit window with a minimum of 1,200 square inches of glass area. The rear window shall have a latching device for opening from inside the bus which may be quickly released but designed to offer protection against accidental release. Lever-type latches shall be used for rear emergency exit windows and shall secure the windows tightly shut, shall be easily operated, and shall not unlatch due to vibration during bus operation. The latches shall be made of non-corrosive materials and be designed for minimal maintenance needs. The rear window exit shall meet federal requirements (FMVSS 217). The rear window exit shall have an audible alarm at the driver's area energized when the window starts to open with the ignition on. A clear full width path of 16" minimum height shall be provided to the rear exit window. No objects shall be placed in the bus which restricts passageway to the rear exit window. All emergency exits shall be marked with instructions for proper use.

2. The bus rear exit window shall have a glue-on wide angle view Fresnel lens to improve vision directly in back of bus. Minimum size shall be 80 square inches. Suggested source: Vangard made by 3M.

L. Paint - Optional Designs

1. The bus shall have an 11" belt painted stripe (no decals). An example would be: an OEM white bus with a 11" belt stripe.

2. The bus shall have the roof painted a different color. An example would be: an OEM white bus with the roof painted red.

3. The bus shall be painted a full body color, including the roof, other than OEM white. An example would be: a bus painted all red.

M. Folding Platform Lift (Platform) (Meet ADA Requirements)

The folding platform lift (in lieu of the standard lift) shall meet all of the lift requirements stated in Part II, Section Y except that the lift shall have a platform that folds in the center during stowage and the lift platform is 32" usable width. The folding platform lift provides an unobstructed view from inside the bus through the lift opening. Braun Vista, Ricon KlearVue model K-5005 ADA.

N. Wheelchair Single Point Securement System

A wheelchair single point securement system (in lieu of “L” track anchorage system) shall offer 360 degree directional usage “pucks” and shall be cast stainless steel with a 2 ½” bolt to be secured to the floor positions. The single point securement system shall meet the same requirements as listed in section III, subsection H - WHEELCHAIR SECUREMENT AREA except the pucks shall not be shared in the center run of anchorage points (i.e. separate single point securement systems for each wheelchair securement area) and one securement space shall have an additional anchorage puck as to aid in the securement of scooters or difficult mobility devices. This additional anchorage puck shall be centered between the rear anchorages of the largest securement space. Suggested Sources: Q’Straint Slide N’ Click, Sure-Lok Solo Floor Anchor System.

O. Additional Wheelchair Systems

1. Ordering agencies shall have the ability to add additional wheelchair securement locations to the provided floor plans. Seating shall be added or deducted to accommodate the additional wheelchair systems (see section IV, subsection V – SEATING)
2. Additional wheelchair securement systems shall match the same system as installed on the bus (L-track or 360 degree single point securement) and shall meet requirements as stated in section III – WHEELCHAIR SECUREMENT AREA or section IV, subsection N – WHEELCHAIR SINGLE POINT SECUREMENT SYSTEM.

Q. Two-Way Radio Antenna/Power

All material and labor required for a pre-installation package for two-way radio equipment shall be furnished by the manufacturer. All equipment and accessories installed as part of the buses shall have no measurable radio frequency (RF) interference. All equipment installed on the bus must operate in its normal mode while radio transmissions are being made from an on board transmitter producing 100 watts or more of transmit power while operating in the range of 43 Megahertz (Mhz) to 900 Mhz. Proper RF suppression to eliminate interference shall be provided by the manufacturer in any equipment and accessories that can produce interference. The bus frame and body shall be designed to provide no measurable radio interference (shielding) for improved radio emissions and reception performance.

1. Two (2) antenna mounting plates (.060" steel minimum) shall be mounted in the roof of the bus for the purpose of providing a connection to the ground plane and providing a secure mount for the antenna. On buses with a metal exterior skin, one plate shall be mounted forward of the roof escape hatch on the roof center line and the second plate shall be mounted to the left (driver's side) of the first plate just above the bus side window. For buses with FRP composite bodies, the mounting plates may be installed in the front cap of the bus--one centered in the roof section of the cap and one centered in the left (driver's) side section of the cap. Each mounting plate must be properly positioned in relation to its ground plane to ensure proper operation of an antenna installed at that mounting point. The total thickness of the exterior shell of the bus in the mounting plate area including the mounting plate shall be no more than 1/2".

2. Two (2) antenna ground planes, which are required for proper antenna operation, shall be mounted in each bus. All ground planes shall be radio frequency (RF) grounded to the nearest metal portion of the body structure using high corrosion resistance and high conductivity braided ground straps of the proper size (3/8" minimum width). Ground planes shall provide a comparable area of radio transmission coverage whether buses have a metal exterior body covering or have a FRP composite exterior. At each antenna access opening and mounting plate area, the ground planes shall be of proper size and shape for proper communication operations. The ground planes shall be a solid piece and operate over the range of frequencies from 43 Mhz to 900 Mhz. The ground plane material used by the manufacturer must be a durable material that can be connected to the antenna mounting plate and grounded to the chassis frame. The ground plane shall be of the proper size to protect passengers in the bus from unnecessary radiation from the transmitting antenna at the bus's antenna access openings.

3. A 6" high branch deflector shall be installed on the roof of the bus 6" forward of the antenna mounting area.

4. Two threaded type access holes with covers approximately 6" in diameter shall be installed at the following antenna mounting plate locations:

a. The interior ceiling forward of the roof escape hatch.

b. For buses with metal exterior skin directly to the left (driver's) side above the side window line of the bus.

c. For buses with FRP composite bodies the screw-type access holes may be installed in the front cap of the bus, one centered in the roof section of the cap and one centered in the left side section of the cap. Adequate space shall be provided between the installed access cover and the inner body to allow for routing of the antenna lead and its connections without interference.

5. A concealed thin wall plastic conduit, 5/8" I.D. minimum, (with antenna cable pull wire) shall extend from the antenna mounting plate locations (roof and above side window or in front cap) to the mounting location for the radio. When installed, the conduit shall have no sharp or right angle bends or be distorted to prevent insertion of the antenna lead. For both antenna mounting plate locations, sufficient space shall be left at each end of the conduit to allow easy removal and replacement of the devices attached to the cable. The antenna pull wire shall terminate behind the driver's seat with 2 feet of extra length extending into the bus interior.

6. 12-volt power for the two-way radio - The positive lead (red 8 ga wire fused at 40 amperes) for the radio connection shall be provided directly from the battery positive post. The ground lead (black, 8 ga) shall be connected directly to the chassis frame with a bolt and nut for fastening. Proper suppression equipment shall be incorporated in the bus's electrical system to eliminate interference with radio and television transmission and reception shall not cause interference with any electronic system on the bus. The radio power and ground leads shall terminate directly behind the driver's seat with 12 feet of extra length extending into the bus interior.

7. A split loom or other flexible wire race-way (1" minimum) shall be installed from the radio location to the dash mounted microphone control location.

8. The modesty panel behind the driver shall be used for radio mounting and shall be constructed to support 60 pounds of weight. To provide for radio mounting, a 5" minimum distance shall be provided between the driver's seat and the modesty panel when the driver's seat is in its most rearward travel position.

R. <u>Stereo/Radio and Public Address System</u>

1. Option 1: An AM/FM stereo radio system shall be installed in the dashboard area within reach of the driver. At a minimum, the stereo system shall have an illuminated or LCD display along with controls for power, tuning, volume, and the ability to turn off sound to the rear speakers. A total of four (4) speakers shall be installed in the bus with two (2) speakers mounted in the front (audible to the driver and front passengers) and two (2) speakers mounted in the top rear wall of the bus. Suggested sources: Jensen JHD1120B, OEM.
2. Option 2: A public address (PA) system shall be installed in the dashboard area within reach of the driver and utilize a hand held microphone. At a minimum, the PA system shall be equipped with controls for power and volume. A total of two (2) speakers shall be mounted with one in the front and one in the top rear wall of the bus. Suggested

sources: Jensen, Mobile Page Model 470.

3. Option 3: A combined AM/FM stereo radio and a public address system shall be installed with four (4) speakers. The combined system shall meet or exceed the specifications outlined in option 1 and option 2. The speakers shall be mounted per locations specified in option 1. Suggested Sources: Jensen, Panasonic.

S. Raised Floor (No Wheel Wells)

The bus shall be equipped with a raised floor where no wheel wells are showing in the rear of the bus. The raised floor shall not cause changes to any other requirements as stated this specification. In addition, the step well shall meet the same requirements as specified in part II, section D.

T. Smooth Anti-slip Flooring

1. The entire passenger area including the wheelchair securement area, entrance steps and stepwell area shall be overlaid with smooth, slip resistant flooring material (in lieu of standard rubber flooring). The resilient sheet flooring system (2.2 mm thickness minimum) shall be a high quality vinyl constructed with aluminum oxide , silicon carbide grains and PVC chips blended in a high quality wear layer with a non woven polyester/cellulose backing with glass fiber reinforced center scrim. The flooring shall extend up the sidewall and rear wall to the seat rail line and shall be coved at the floor/wall joint to form a smooth water tight transition. Installation of flooring must be done strictly according to the flooring manufacturer's directions using the proper accessories, tools, and adhesives. Suggested sources: Altro Transflor™ Meta, Altro Transflor™ Chroma.

2. Step treads shall be one-piece resilient sheet flooring system matching the passenger compartment flooring. All step edges (nosings of step tread material) shall have a band of bright yellow contrasting color running full width of the step. Step tread to stepwell joints shall be sealed to prevent intrusion of moisture and debris. An aisle width standee line of bright yellow contrasting color shall be in the aisle just behind stepwell (must meet ADA contrast requirement). Suggested sources: Altro Safety Step System

U. Entrance Stepwell Heater

The entrance stepwell shall include a 12-volt electric heating element/unit for the lower step to prevent icing of entrance steps. The low voltage step heater shall consist of one or more wire elements laminated and vulcanized between two plies of .026" silicone rubber impregnated fiberglass cloth to maintain an approximate temperature of 160° F with a low temperature (30°F) sensing switch (Warm Welcome® by Lighthouse International, Ltd.). The entire lower step heating unit with power wires shall be enclosed between the stepwell and the step tread (beneath the step tread) of the lower step. Lead wires shall be loomed, supported by brackets, and protected by grommets where they pass through structure. The sensing switch (thermostat) shall be integral with the power feed wire and located outside the stepwell in a protected area under the bus or be integral with a separate short harness that plugs into the feed wire under the bus.

V. Seating (Additional and Deductions)

1. Ordering agencies shall have the ability to add or deduct seats from the provided floor plans.
2. On buses with a rear exit window, forward facing seating for five passengers shall replace two double place forward facing seats at the rear wall of the passenger compartment

increasing the passenger capacity by one. The five passenger seating shall be available for buses without a lift or with the lift forward of the rear axle (no wheelchair lift and/or securement location at the rear of the bus). The five passenger seat shall be 88" minimum width and shall not be equipped with grab handles.

3. All additional seats shall be of the same design and color as the other passenger seats, shall be equipped with passenger seat belts, and shall meet requirements stated in Section II subsection P , – Item 2, Item 3, Item 4, and Item 5.

VII. VENDOR/MANUFACTURER REQUIREMENTS

A. **Bus Information Furnished** - Bus information in this section shall be reviewed at the pre-pilot model review meeting and at final pilot model production. Bus information identified by " * " shall also be supplied with each bus at delivery where indicated. All manuals shall be provided in either a hardcopy or in an electronic copy (CD or DVD). The vendor/manufacturer shall maintain record or proof that all bus information was supplied to the transit agency.

1. Copy of manufacturer's statement of origin for a bus.

2.* Warranty papers for chassis, body, and additional equipment with each bus.

3.* As built drawings showing wiring schematics of all electrical circuits, body, and chassis with each bus.

4.* Operator's manual for bus and all add-on equipment with each bus.

5.* A complete set of repair manuals for the chassis and a manufacturer's parts manual for the body, and auxiliary equipment for the first bus of each model year delivered to each transit agency.

6.* Powertrain emission diagnosis manual (for diagnosing drivability, emissions and powertrain control system symptoms) for the first bus of each model year and engine type delivered to each transit agency. Suggested Source: Helm Inc.

7.* Bus operating instructions showing controls and operation on a DVD for the first bus delivered to each transit agency.

8.* Standard manufacturer's production option sheet(s)/decal(s) for chassis and body shall be installed in manufacturer's standard location, with no holes or rivets obscuring writing and numbers. Sheet shall include rear axle ratio. A paper copy of the service broadcast sheet for chassis shall also be provided with each bus.

9.* Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic bus and its subsystems (i.e., wheelchair lift) with each bus.

10. Detailed description and specifications of the frame structure, roof structure, side sheathing, inside panels, with particular reference to material used.

11. Detailed drawing on how body structure is mounted on chassis frame.

12. Certification that the seating floor anchorage and floor fasteners shall meet all applicable FMVSS including FMVSS 207, 208, 209, and 210.

13.* Proof of bus suspension alignment (work order or bill) at final bus inspection and with each bus. Four wheel alignment shall include adjustments to front and rear suspension and steering parts so that axle alignment, camber, caster, and toe settings are within manufacturer's desired limits.

14.* Proof of undercoating (warranty) at final bus inspection and with each bus.

15.* Front end and rear towing instructions with each bus.

16* Wheelchair securement product instructions and training program.

B. Manufacturer Quality Control

Bus contractor/manufacturer shall provide a plan for quality control during bus construction and include the plan as part of the bid documents (ISO 9001:2000 Certification). Bus contractor/manufacturer shall also provide the name of the chief of quality control for bus construction.

The contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the contractor's management and completely independent from production. The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supply articles. The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements. The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in design, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data, or standards. The contractor shall maintain drawings and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings and documentation.

The contractor shall ensure that all basic production operations, as well as other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special work environments if necessary. A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus. A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags, or other quality control devices. Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practical, under-body structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, under-body dress-up and completion, bus prior to final paint touch-up, bus prior to road test, bus final road completion and presentation to resident inspectors. Tests shall be performed by the bus manufacturer to ensure that the unit is dustproof, water-tight, fumeproof, and that all bus fluids are per specifications. The quality assurance organization shall be responsible for presenting the completed bus to the resident inspectors. Sufficiently trained

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

The State may be represented at the contractor's plant by resident inspectors. They shall monitor, in the contractor's plant, the manufacture of transit buses built under this procurement. The contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, chairs, outside and interplant telephones, and other items sufficient to accommodate the resident inspector staff. Inspectors shall have lifting equipment available for raising buses for under bus inspections.

C. Air Conditioning Certification

Bus manufacturer shall provide air conditioning system performance certification (conducted by an independent laboratory or testing agency and supported by documentation of the actual test on the pilot model bus) that the air conditioning system installed in the bus meets or exceeds performance levels required by these specifications.

1. The air conditioning system performance testing shall be conducted using a heating chamber of sufficient size to contain the basic bus, to heat soak the bus at 100°F (±3°F) for 4 hours minimum, to simulate sun load entering windshield, and to maintain 100°F exterior temperature continuously after heat soak during testing. An interior temperature of 72°F (±3°F) must be reached within 30 minutes from the beginning of the test. Engine speed shall be maintained at 1300 RPM (± 200 RPM) during the test.

2. Instrumentation for temperature monitoring of the bus interior to determine pass/fail shall be a minimum of 3 points located front, center, and rear in the passenger area 30" above the floor. Additional monitoring points shall be; - one in driver's area at knee level 22" above the floor, and one at the evaporators' air inlets and air outlets and exterior ambient. Instrumentation and recording equipment shall be able to monitor all points, record data at one minute intervals, and print a data report.

D. Heating/Ventilating Certification

The bus manufacturer shall provide test results that certify the performance of the heating/ventilating system as installed in the bus meets or exceeds performance levels required by these specifications. The test should be conducted by an independent laboratory or testing agency and supported by documentation of the actual tests on the pilot model bus. Testing may be performed in natural cold climate conditions. Testing of the diesel engine equipped bus shall be deemed sufficient.

1. The bus will be cold soaked at 0 degrees F (+/- 3 degrees F) for 4 hours minimum. An exterior temperature of 0 degrees F (+/- 3 degrees F) shall be maintained during the test. An interior temperature of 60 degrees F (+/- 3 degrees F) must be reached within 30 minutes from the beginning of the test. Engine speed shall be maintained at 1300 RPM (+/- 200 RPM) during the test. No dynamometer will be used.

2. Instrumented monitoring for the bus interior temperature to determine pass/fail, shall be 3 points located front, center, and rear in the passenger area 30" above the floor. Additional monitoring points shall be; one in driver's area at knee level 22" above the floor, at front heater's air inlets and air outlets, and at rear heater's air inlets and air outlets. Other temperature monitoring points shall be: engine operating (coolant) at radiator; engine outlet to rear heater; rear heater return to engine; and exterior ambient.

3. Coolant flow shall be monitored from the engine outlet to the heaters only. Supplemental heat shall be supplied to raise engine to normal operating temperature. Supplemental heat shall be engaged 60 minutes prior to the start of the test. Instrumentation and recording equipment shall be able to monitor all points, record data at one minute intervals, and print a data report.

.

E. Purchaser Inspection

The purchaser reserves the right and shall be at liberty to inspect all material and workmanship at all times during the progress of the work, and shall have the right to reject all material and workmanship which do not conform with the specifications or accepted practice. Where a resident inspector is used, upon the request to the quality assurance supervisor, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and records, and record of defects.

F. Warranty

Warranty shall become effective on the date the bus is placed into service based upon agency notice to contractor. Warranty service performed at the manufacturer's facilities at the manufacturer's request shall have all costs covered by the manufacturer. Warranty for the bus shall be the following as a minimum:

1. Three (3) years/36,000 miles on chassis.

2. Three (3) years/36,000 miles on transmission.

3. Three (3) years on body structure, exterior and paint.

4. Eighteen (18) months on lift.

5. All wiring shall be warranted for one (1) year from date of delivery.

6. Manufacturer's standard warranty of one (1) year 12,000 miles, minimum, on other add-on components and items.

7. The chassis, body, and all add-on components shall be warranted by the successful contractor.

G. Miscellaneous

1. The vendor shall furnish the State with the delivery schedule of chassis to vendor and a delivery date of completed buses within 30 calendar days from date of order.

2. Any in-line equipment changes shall have prior written approval of the State.

3. The vendor shall supply the bus turning radius: wheel-to-wheel and wall-to-wall.

4. The vendor shall furnish warranty procedure instructions and necessary forms used by customers to obtain necessary warranty repairs.

5. The manufacturer(s) shall produce as pilot models the first two buses ordered by the State for its transit agencies. The buses shall be: 1) one gas powered bus, 2) one diesel powered bus, 3) each lift equipped, 4) each air conditioned, and 5) each the largest sizes on request by the transit agencies. All necessary testing and equipment placement shall be performed on the pilot models before final inspection/acceptance by the State. The pilot models shall serve as a standard for the following units but shall not relieve the contractor from an obligation to manufacture all units in compliance with all specifications.

VIII. BID DOCUMENTS

The bidder shall supply a copy of the following documents with the bid quotation:

A. The Michigan Bus Specification forms completed in detail.

B. A floor plan of the bus shall be provided indicating dimensions and showing the interior layout of the bus. The plan shall include wheelchair placement, stanchion locations, engineering calculated loaded bus axle weights, and be drawn to scale for all configurations.

C. Detailed engineering drawing for the design of the entrance door and door opening device (with drawings).

D. Detailed engineering drawing for the design of the entrance step configuration (with drawings).

E. Roof, sidewall, and flooring drawings showing structure and structural specifications indicating metal size and type used. Include side sheathing and inside panels.

F. A description of the manufacturer's chassis (specifications).

G. Detailed engineering drawing on how body structure is mounted on chassis frame.

H. All bidders must supply manufacturer's technical specifications for wheelchair lifts and wheelchair restraints. Manufacturer's sales literature is acceptable if it contains the technical specifications.

I. The warranties for body, chassis, and drive train.

J. A copy of the Bus Rollover Protection Test (FMVSS 220) results of the bus offered as specified in the bid.

K. The required Federal Transit Administration (FTA) clauses shall be attached to bid quotation.

L. The technical data sheet including flammability and smoke emissions for the seat covering material supplied.

M. Seat frame Salt Spray, humidity and impact resistance tests' results

N. Certification test data showing that the seats, the seat belts, and the installation are in compliance with FMVSS-207, 208, 209, and 210 where applicable for the bus model being offered in this bid.

O. Certification that the wiring and the switches for air conditioning and all add-on components are adequate to withstand transient loads expected.

P. A copy of the dealer agreement between the Bus Manufacturer and the designated dealer.

Q. Certification that the bus model offered is a 5 year or 150,000 mile bus and will meet the requirements of Federal Register Rules and Regulations 49 CFR Part 665, Bus Testing Program. Stating from ' 665.13 Test Report and Manufacturer Certification, Section (b)(1), "A manufacturer of a new bus model or a bus produced with a major change in component or configuration shall provide a copy of the test report to a recipient during the point in the procurement process specified by the recipient".G:\MAF\EXTENDED\CUTAWAY\CUTAWAY SPECIFICATIONFINAL070708.DOC

R. Certification for 1,000 hour salt spray test per ASTM procedure B-117.

IX. TABLE 1

1. Materials tested for surface flammability should not exhibit any flaming running, or flaming dripping.

2. The surface flammability and smoke emission characteristics of seat cushion materials should be demonstrated to be permanent after testing according to ASTM D–3574 Dynamic Fatigue Tests I_s (Procedure B).

3. The surface flammability and smoke emission characteristics of a material should be demonstrated to be permanent by washing, if appropriate, according to FED–STD–191A Textile Test Method 5830.

4. The surface flammability and smoke emission characteristics of a material should be demonstrated to be permanent by dry cleaning, if appropriate, according to ASTM D–2724. Materials that cannot be washed or dry-cleaned should be so labeled, and should meet the applicable performance criteria after being cleaned as recommended by the manufacturer.

5. ASTM E–662 maximum test limits for smoke emission (specific optical density) should be measured in either the flaming or non-flaming mode, depending on which mode generates more smoke.

6. Flooring and Fire Wall assemblies should meet the performance criteria during a nominal test period determined by the transit property. The nominal test period should be twice the maximum expected period of time, under normal circumstances, for a vehicle to come to a complete, safe stop from maximum speed, plus the time necessary to evacuate all passengers from a vehicle to a safe area. The nominal test period should not be less than 15 minutes. Only one specimen need be tested. A proportional reduction may be made in dimensions of the specimen provided that it represents a true test of its ability to perform as a barrier against vehicle fires. Penetrations (ducts, piping, etc.) should be designed against acting as conduits for fire and smoke.

7. Carpeting should be tested in according with ASTM E–648 with its padding, if the padding is used in actual installation.

8. Arm rests, if foamed plastic, are tested as cushions.

9. Testing is performed without upholstery.

Definition of Terms

1. Flame spread index (I_s) as defined in ASTM E–162 is a factor derived from the rate of progress of the flame front (F) and the rate of heat liberation by the material under test (Q), such that $I_s=F_s \times Q$.

2. Specific optical density (D_s) is the optical density measured over unit path length within a chamber of unit volume produced from a specimen of unit surface area, that is irradiated by a heat flux of 2.5 watts/cm² for a specified period of time.

3. Surface flammability denotes the rate at which flames will travel along surfaces.

4. Flaming running denotes continuous flaming material leaving the site of the during material at its installed location.

5. Flaming dripping denotes periodic dripping of flaming material from the site of burning material at its installed location.

Referenced Fire Standards

The source of test procedures listed in Table 1 is as follows:

(1) Leaching Resistance of Cloth, FED–STD–191A–Textile Test Method 5830.

Availability from: General Services Administration Specifications Division, Building 197, Washington, Navy Yard, Washington, DC 20407.

(2) Federal Aviation Administration Vertical Burn Test, FAR–25–853.

Available from: Superintendent of Documents, US Government Printing Office, Washington, DC 20402.

(3) American Society for Testing Materials (ASTM)

(a) Surface Flammability of Materials Using a Radiant Heat Energy Source, ASTM E–162;

(b) Surface Flammability for Flexible Cellular Materials Using a Radiant Heat Energy Source, ASTM D–3675;

(c) Fire Tests of Building Construction and Materials, ASTM E–119;

(d) Specific Optical Density of Smoke Generated by Solid Materials, ASTM E–662;

(e) Bonded and Laminated Apparel Fabrics, ASTM D–2724;

(f) Flexible Cellular Materials—Slab, Bonded, and Molded Urethane Foams, ASTM D–3574.

Available from: American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.

In all instances, the most recent issue of the document or the revision in effect at the time of request should be employed in the evaluation of the material specified herein.

Issued: October 14, 1993.

Grace Crunican,

Deputy Administrator.

[FR Doc. 93–25709 Filed 10–19–93; 8:45 am]

BILLING CODE 4910–57–P

IX. TABLE 1

Federal Register / Vol. 58, No. 201 / Wednesday, October 20, 1993 / Notices 54253

TABLE 1: RECOMMENDATIONS FOR TESTING THE FLAMMABILITY AND SMOKE EMISSION CHARACTERISTICS OF TRANSIT BUS AND VAN MATERIALS

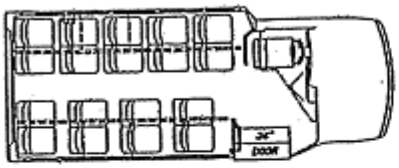
Category	Function of Material	Test Procedure	Performance Criteria
Seating	Cushion[1;2;3;5;9*]	ASTM D-3675	$I_s \leq 25$
		ASTM E-662	$D_s(1.5) \leq 100; D_s(4.0) \leq 200$
	Frame[1;5;8]	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s(1.5) \leq 100; D_s(4.0) \leq 200$
	Shroud[1;5]	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s(1.5) \leq 100; D_s(4.0) \leq 200$
	Upholstery[1;3;4;5]	FAR 25.853 (Vertical)	Flame time ≤ 10 seconds; burn length ≤ 6 inches
		ASTM E-662	$D_s(4.0) \leq 250$ coated; $D_s(4.0) \leq 100$ uncoated
Panels	Wall[1;5]	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s(1.5) \leq 100; D_s(4.0) \leq 200$
	Ceiling[1;5]	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s(1.5) \leq 100; D_s(4.0) \leq 200$
	Partition[1;5]	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s(1.5) \leq 100; D_s(4.0) \leq 200$
	Windscreen[1;5]	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s(1.5) \leq 100; D_s(4.0) \leq 200$
	HVAC Ducting[1;5]	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s(4.0) \leq 100$
	Light Diffuser[5]	ASTM E-162	$I_s \leq 100$
		ASTM E-662	$D_s(1.5) \leq 100; D_s(4.0) \leq 200$
Flooring	Wheel Well and Structural[6]	ASTM E-119	Pass
	Carpeting[7]	ASTM E-648	C.R.F. ≥ 0.5 w/cm^2
Insulation	Thermal[1;3;5]	ASTM E-162	$I_s \leq 25$
		ASTM E-662	$D_s(4.0) \leq 100$
	Acoustic[1;3;5]	ASTM E-162	$I_s \leq 25$
		ASTM E-662	$D_s(4.0) \leq 100$
Miscellaneous	Firewall[6]	ASTM E-119	Pass
	Exterior Shell[1;5]	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s(1.5) \leq 100; D_s(4.0) \leq 200$

* Refers to Notes on Table 1

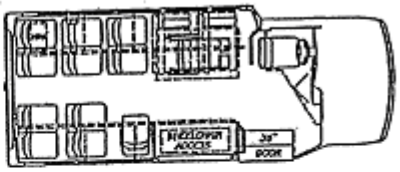
X. BUS SEATING ARRANGEMENTS

The 18 & 22 passenger non-lift buses and lift buses shall be supplied as requested in the following seating arrangements:

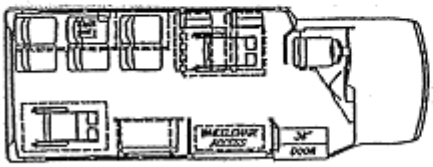
158” Wheelbase (minimum)



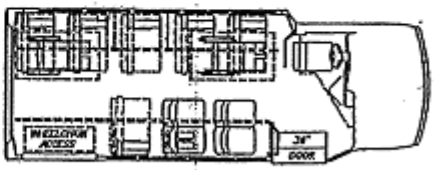
A. 18 Passenger bus Without



B. 11+1 Passenger bus with Lift Forward of Rear Axle and aisle facing flip seat.

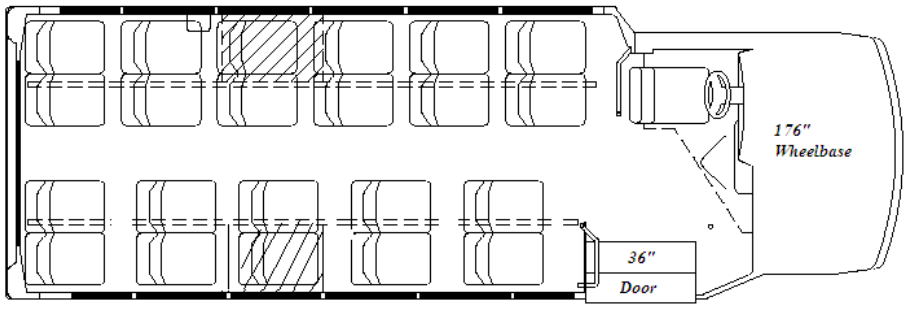


C 8+2 Passenger bus With Lift Forward of Rear Axle.

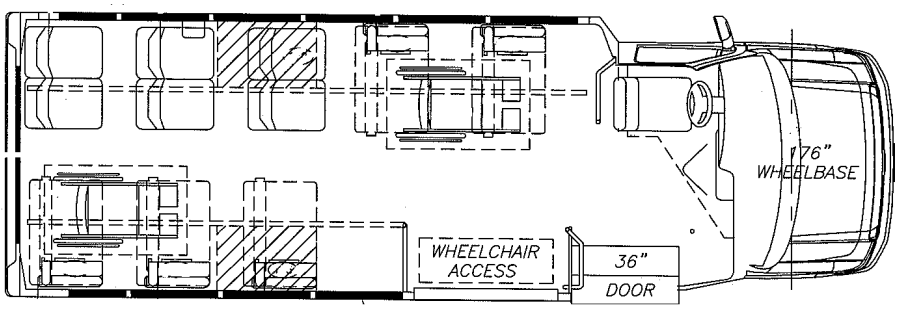


D 4+2 Passenger bus With Lift Behind Rear Axle.

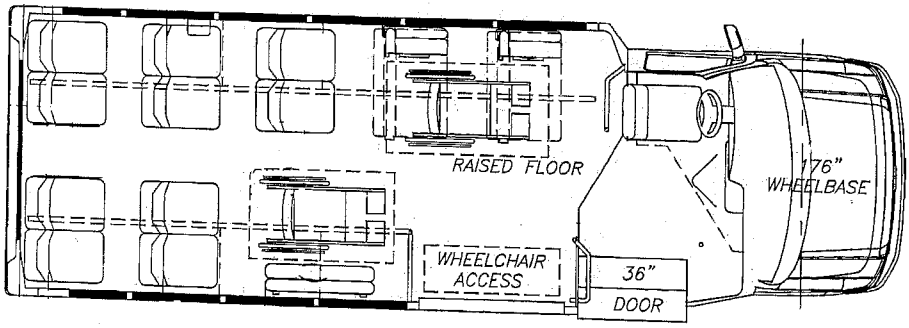
176” Wheelbase (minimum)



E. 22 Passenger Bus without Lift



F. 6+2 Passenger Bus with lift forward of rear axle.



G. 10+2 Passenger Bus with lift forward of rear axle and raised floor.

Federally Required Contract Clauses (Rolling Stock)

Appendix C - Governing Documents

Bidder Instructions: Return copies of these pages with your bids. Fill in parts 1, 5, 6, 7, and 20.

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1. BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless 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.

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

Certificate of Compliance with 49 U.S.C. 5323(j)(1)
The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date July 13, 2010

Signature Karin Rexroad

Company Name ElDorado National, Inc

Title Transit Sales Administrator

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).
The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date July 13, 2010

Signature Karin Rexwoad

Company Name ElDorado National, Inc

Title Transit Sales Administrator

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)
The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

2. CARGO PREFERENCE REQUIREMENTS 46 U.S.C. 1241/46 CFR Part 381

Use of United States-Flag Vessels - The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through 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. ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq./49 CFR Part 18

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.

4. CLEAN WATER REQUIREMENTS 33 U.S.C. 1251

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

5. BUS TESTING 49 U.S.C. 5323(c)/49 CFR Part 665

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient 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.
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) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
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.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS
The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

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

Date: July 13, 2010

Signature: Karin Rexroad

Company Name: ElDorado National, Inc

Title: Transit Sales Administrator

6. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS 49 U.S.C. 5323/49 CFR Part 663

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

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

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

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

Certificate of Compliance

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

Date: July 13, 2010

Signature: Karin Rexroad

Company Name: ElDorado National, Inc

Title: Transit Sales Administrator

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

7. LOBBYING 31 U.S.C. 1352/49 CFR Part 19/49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Karin Rexroad — Signature of Contractor's Authorized Official

Karin Rexroad, Transit Sales Administrator — Name and Title of Contractor's Authorized Official

July 13, 2010 — Date

8. ACCESS TO RECORDS AND REPORTS 49 U.S.C. 5325/18 CFR 18.36 (i)/49 CFR 633.17

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		None None unless[1] non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		Yes[3] Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:
[1] 49 USC 5325 (a)
[2] 49 CFR 633.17
[3] 18 CFR 18.36 (i)

9. FEDERAL CHANGES 49 CFR Part 18

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 between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

10. CLEAN AIR 42 U.S.C. 7401 et seq/40 CFR 15.61/49 CFR Part 18

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

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

11. RECYCLED PRODUCTS 42 U.S.C. 6962/40 CFR Part 247/Executive Order 12873

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

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

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

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

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq. /49 CFR Part 31 18 U.S.C. 1001/49 U.S.C. 5307

(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 Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(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) 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.

14. <u>TERMINATION</u> 49 U.S.C. Part 18/FTA Circular 4220.1F

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
If it is later determined by the (Recipient) 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 (Recipient), 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.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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

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

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the

Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
    a. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29/Excutive Order 12549/Exectuve Order 12689/31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327)

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by the **State of Michigan**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the **State of Michigan**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. PRIVACY ACT REQUIREMENTS 5 U.S.C. 552

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(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.

(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.

17. CIVIL RIGHTS REQUIREMENTS 29 U.S.C. § 623, 42 U.S.C. § 2000/42 U.S.C. § 6102, 42 U.S.C. § 12112/42 U.S.C. § 12132, 49 U.S.C. § 5332/29 CFR Part 1630/41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(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.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(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.

18. BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18/FTA Circular 4220.1F

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. 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 [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) 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 in which the (Recipient) is located.

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 (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

a. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **State of Michigan** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

b. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of*

Transportation Financial Assistance Programs. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)). Accordingly, as a condition of permission to bid, a certification must be completed and submitted with the bid. A bid which does not include certification may not be considered.

20. DBE TRANSIT VEHICLE MANUFACTURER CERTIFICATION

ElDorado National (Name of Manufacturer), a TVM, hereby certifies that it has complied with the requirement of Section 26.49 of 49 CFR, Part 26 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year 2010 (October 1, 2009 to September 30, 2010) and have been approved or not disapproved by FTA. ElDorado National (Name of Contract Vendor), hereby certifies that the manufacturer of the transit vehicle to be supplied ElDorado National (Name of Manufacturer) has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26.

Signature: Karin Rexroad

Date: July 13, 2010

Title: Transit Sales Administrator

Manufacturer: ElDorado National, Inc

21. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. 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 **State of Michigan** requests which would cause the **State of Michigan** to be in violation of the FTA terms and conditions.

Specifications

Page	Section	Subject	Request
1 & 44	I	Specifications	Please accept that the Ford diesel chassis will not be provided as they have been discontinued.
		Response	**The State acknowledges Ford discontinued the diesel engine; however, the diesel engine option will remain as specified.**
1	1	Specifications	Please accept that the 11+1 single wheelchair securement area will exceed 21' 11" in order to accommodate all seating positions.
		Response	**The State has modified this floor plan to a 10 +1. The aisle facing flip seat has been removed. A new floor plan has been posted as an addendum. Also, please utilize the updated COST MODEL/EVALUATION form dated 7/22/2010.**
2	II	Welding	Please accept that our welds will be treated with primer (coated twice) but are not then painted. Interior welds are sealed between walls and/or floor and exposed exterior welds are undercoated.
		Response	**The specification shall remain as specified.**
2,7	II & D	Body Specs & Stepwell	Please accept that our attachment hardware meets the salt spray test but has not been tested for humidity
		Response	**The specification shall remain as specified.**
3	B	Body Structure	Please accept that our wall structure will be welded to the floor structure & not bolted to the floor w/grade 8 bolts per specifications thereby providing a stronger body structure.
		Response	**The specification shall remain as specified.**
3	B	Body Structure	Please accept the interior of the box type tubing located in the floor will not be coated with corrosion resistant

			material. The interior of the tubing is sealed from the elements and not subject to corrosion.
		Response	**The specification shall remain as specified.**
3	C	Body Structure	Please accept the exterior side panels will be .040 aluminum and the roof panel will be .040 frp.
		Response	**The specification shall remain as specified.**
3	C	Body Structure	Please clarify what is a "door frame structure" Are you referring just to the dormer for the lift door?
		Response	**The doorframe structure refers to all exposed metal door framing structure (including the dormer) shall be 304 stainless steel.**
3	C	Body Structure	Please accept that the substrate for the exterior panels will be luan. To date Elkhart Coach has had 'zero' warranty issues with regards to 'wicking' and subsequent de-lamination of the exterior surfaces on state bids in WA, OR, SD, ND, MN, WI, NY, NJ, DE, RI, CT, MA. Many of these customers are on their second and third set of orders from Elkhart Coach. This excellent quality record is from the proprietary lamination and sealing processes employed at Elkhart Coach.
		Response	**The specification shall remain as specified.**
4	D	Body Structure	Please accept that the rear cap will be ABS plastic not fiberglass or FRP
		Response	**The state accepts the use of ABS plastic for the rear cap providing it meets or exceeds the specifications.**
4	E	Body Structure	Please delete the requirement for fender flares added to Ford front wheel wells.
		Response	**The specification shall remain as specified.**
4	F	Body Structure	Please accept that the rear fender

			splash guards will be a composite material in lieu of rubber.
		Response	**The specification shall remain as specified.**
4	C.1	Passenger Door	Please clarify what part of the entry way has to be 304 stainless.
		Response	**All exposed metal in the door frame shall be 304 stainless steel. The actual door can be made with aluminum.**
7 & 35	C.1	Passenger Door	Please accept that the clear opening of the entry door when measured between the open door panels will be 32". When measured between entry grabs it will be approx. 29 ¾"
		Response	**The State accepts open door panels will be 32" and 29 ¾" between entry grabs.**
7	D	Passenger Stepwell	Please accept that the passenger door control switch will be black with a red backlight but will not be labeled "open & close"
		Response	**The specification shall remain as specified.**
7	D	Passenger Stepwell	Please clarify the following: "All metal trim hardware in the stepwell area shall be stainless steel" What part of the entry way has to be 304 stainless?
		Response	**The complete step well assembly shall be 304 stainless steel.**
7	D	Passenger Stepwell	Please accept that with a raised floor the stepwell tread depth will be 8 ½" in lieu of 9"
		Response	**The specification shall remain as specified.**
7	D	Passenger Stepwell	Please accept the ground to first step measurement will range between 11 ½" and 12 ½" due to variables in manufacturing tolerances in the OEM chassis and the bus body. Measurement is also dependent upon amount of vehicle payload and

			payload distribution.
		Response	**The specification shall remain as specified.**
8 & 10	E	Interior	Please approve mounting some interior decals on plexiglass plates in lieu of metal plates.
		Response	**The specification will remain as specified.**
8	E	Interior	Please approve SouthCo M1-61-1 will be plastic in lieu of non corrosive metal.
		Response	**Bidders have a choice to bid plastic SouthCo M1-61-1 latches or non corrosive metal thumb turn latches.**
8	E.1	Interior	Please accept the panels in the cab area will be padded vinyl in lieu of painted steel or FRP.
		Response	**The specification shall remain as specified.**
9	F	Flooring	Please accept that our marine grade plywood will not be impervious to insects. Plywood that is impervious to insects is hazardous due to the addition of arsenic.
		Response	**The specification shall remain as specified.**
9	F	Flooring	Please accept that the access panel for the fuel tank sending unit will not be flush with the floor. The access panel will be .125 diamond plate that sits on top of the floor with sealed edges.
		Response	**The specification shall remain as specified.**
9	G.1	Emergency Exits	Please accept the emergency door framing will be aluminum and door hinge will be stainless steel, but will not be painted.
		Response	**The specification shall remain as specified.**
10	G.2	Emergency Exits	Please accept that the glass in the emergency door will be AS-3, which is the industry standard, in lieu of AS-

			2
		Response	**The specification shall remain as specified.**
10	G	Emergency Exits	Please accept that the interior door panels on the emergency and lift doors will be white & interior walls light gray.
		Response	**The State accepts the interior door panel on the emergency and lift doors will be white while the interior wall will be light gray.**
10	G	Emergency Exits	Please clarify the following: Non – Closing static exhaust vent
		Response	**The roof emergency exit/vent can be partially opened and secured for usage as an exhaust vent.**
12	M	Undercoating	Please accept BASF degacoat 310 undercoating in lieu of Tectyl 121-b
		Response	**The specification shall remain as specified.**
12	O.3	Exterior Mirrors	Please accept the crossover mirror will not be remote adjustable. It is not available at this time. The only mirror available will mount to the right front of the bus not the left front.
		Response	**The State accepts the crossover mirror will not be remote adjustable. The specification will remain as specified for the mirror to mount on the left-hand corner of the bus.**
16	C	Cushions	Please accept that the seat back depth for Freedman featherweight seat is 4" at some points in lieu of 3 ½"
		Response	**The specification shall remain as specified.**
17	Q	Handrails	Please accept that there will not be a vertical stanchion or horizontal grab on the front side of the entry steps. This is the cab area and the requested items are not necessary for ADA or safe entry into the bus and they will impede the view through the transition

			window.
		Response	**The specification shall remain as specified.**
18	S	Exterior Lighting	Please accept Maxxima LED lights in lieu of Dialight,Grote, Peterson.
		Response	**The State accepts the use of Maxxima LED lights providing they meet or exceed the specifications.**
18	S	Exterior Lighting	Please accept our surface mounted LED clearance and marker lights from Maxxima in lieu of 2” round flush mount lights. Photo provided.
.		**Response**	**The specification shall remain as specified.**
18	S	Exterior Lighting	Please accept that a jack nut will not be used to secure the license plate mount. Stainless steel screws will be used.
		Response	**The specification shall remain as specified.**
19	U	Heating	Please accept that Ford does not state the performance data regarding the front heat system. It is unknown, if the criteria stated under U.2 on page 19 will be met by the chassis heater.
		Response	**The specification shall remain as specified.**
20	U	Heating	Please accept that the shut-off valves will be located behind the driver under the bus. Locating the valves in any other location would entail altering Ford’s recommended tie-in location.
		Response	**The specification shall remain as specified.**
20	V	Windows	Please accept that double density safety glass will not be provided. Our standard windows will be provided. Information enclosed.
		Response	**The specification calls for tempered safety glass.**
21	W	Paint	Please accept Sikkens Akzo nobel exterior paint in lieu of Dupont & PPG

			for additional paint schemes.
		Response	**The specification shall remain as specified.**
22	Y	Type I Lift	Please accept the wheelchair dormer framing will be stainless steel and painted. The wheelchair door framing will be aluminum and hinges will be unpainted stainless steel.
		Response	**The specification shall remain as specified.**
22	Y	Type I Lift	Please clarify: The spec states the successful bidder shall deliver the lift equipped bus with the type of lift equipment requested by the state. What manufacture do you prefer?
		Response	**Bidders shall identify and bid one lift manufacturer, from the suggested sources, in their proposal.**
23	Y	Type I Lift	Please accept that the wheelchair lift control will have cut resistant pigtailed coil and will not have an exterior conduit.
		Response	**The specification shall remain as specified.**
23	Y	Type I Lift	Please accept that the lift comes in one color only (black) There is no choice of colors.
		Response	**The State acknowledges the lifts are only available in black color.**
24	III	Wheelchair Securement	Please accept the securement wall anchorage point for the shoulder belt will be 11ga cold rolled steel in lieu of stainless steel. This steel plate is fully enclosed in the wall and will not be subject to corrosion.
		Response	**The specification shall remain as specified.**
26	I	Battery	Please accept that the batteries will be Motorcraft (1) 650 cca & (1) 750 cca which is what Ford supplies with the E-450 gas chassis.
		Response	**The specification allows the use of**

			the OEM batteries with a minimum CCA of 1250.
26	J	Battery Cables	Please accept that some ground straps will be secured with self tapping screws combined with W star washers which meets QVM requirements and some will be bolted as specified.
		Response	**The specification shall remain as specified.**
28	T	Tires	Please accept that the tires will be LT225/75Rx16E as specified. They will not be the largest size available from Ford.
		Response	**The specification shall remain as specified.**
28	U	Drive Shaft	Please except that the drive shaft guards are not installed by Ford. Elkhart coach makes and installs them.
		Response	**The State accepts the drive shaft guards are not installed by the chassis manufacturer.**
28	W	Radiator & Cooling System	Please accept the radiator cooling system will be the standard Ford system and will have a belt driven fan in lieu of a clutch driven system.
		Response	**The specification shall remain as specified.**
29	Z	Exhaust System	Please accept that the exhaust pipe will terminate on the street side just forward of the left end of the rear bumper, flush with body as specified, however, this may not provide maximum ground clearance and departure angle.
		Response	**The specification shall remain as specified.**
29	V	Other Items	Please accept that the lift master switch will have a amber light in lieu of green.
		Response	**The specification shall remain as specified.**
30	V	Other Items	Please accept that the breaker for the

			lift will be installed in the battery box which provides easier access in lieu of under the hood.
		Response	**The specification shall remain as specified.**
31	B	Electrical	Please accept molded style harness w/ jacketed cable & mate n lock connectors in lieu of Weatherpak & heat shrink tubing.
		Response	**The specification shall remain as specified.**
32	VI	Air Conditioning	Please accept that wiring for Trans/Air will color coded only.
		Response	**The specification shall remain as specified.**
32	VI	Air Conditioning	Please accept that if Trans/Air is utilized, fittings are tested to ASTM b117 for 360 hours in lieu of STM d117
		Response	**The specification shall remain as specified.**
32	VI	Air Conditioning	Please accept that the Trans/Air

			condenser is not vinyl coated.
		Response	**The specification shall remain as specified.**
32	VI	Air Conditioning	Please accept Trans/Air TA73 evaporator which has a rating of 1600cfm in lieu of 1985cfm.
		Response	**The specification shall remain as specified.**
34	B	Manual Entrance Door	Please accept that the flexible seal on the entry door does not have a 12" meeting edge width. Each door panel has a cushion of approximately 2 ½" wide.
		Response	**This is a typographical error. The specification should read 1 ½" or 1.5" flexible soft rubber cushion.**
36	K	Rear Emergency Exit Window	Please accept that the glass in the optional rear egress window will be 1083 sq inches in lieu of 1200 sq inches.
		Response	**The specification shall remain as specified.**

39	Q	Two-Way Radio Antenna	Please accept 12v power for two-way radio to be fused at 50a vs. 40a and ground lead will be white vs. black.
		Response	**The specification shall remain as specified.**
39	R	Stereo/Radio and P.A. System	Please accept a Sony Xplod CDX-GT130 AM/FM/CD in lieu of Jensen JHD1120B or OEM.
		Response	**The State does not accept the Sony Xplod CDX-GT130 AM/FM/CD. Per the Sony website and other retailers, it has been discontinued.**
40	T	Smooth Anti Slip Flooring	Please accept that with Altro flooring the stepwell tread and nosing will be two pieces in lieu of one piece. We use aluminum corner guards on the step edges and install nosing flush on top.
		Response	**The specification shall remain as specified.**
42	B	Manufacturer Quality Control	Please accept that the water test will be performed after the interior trim and insulation installation.

		Response	**The specification shall remain as specified.**
44	F	Warranty	Please accept that the chassis warranty will be provided by Ford.
		Response	**The State acknowledges the chassis shall be warranted by the chassis manufacturer while the body and all add-on components shall be warranted by the successful bidder.**
44	F	Warranty	Please accept that the warranty for some add-on components (Freedman, heat & A/C system, door headers) will be provided through appropriate manufactures.
		Response	**The State acknowledges that some add-on components are warranted through the appropriate manufacturers. The State expects the successful bidders to help coordinate warranty assistance and repairs for the ordering transit agencies.**
45	VIII	Bid Documents	Please accept that the floor plan drawings will not be exactly to scale.
		Response	**The State accepts the floor plan**

			drawings will not be to scale.
	APPENDIX B	Bid Documents	There are two types of body constructions described. One is for a metal rollover cage type and one an FRP type construction. We question whether the following should apply to both types. For metal rollover cage constructed bodies it calls for all welds securing wall to floor and roof at be welded on four sides with a gap or weep hole to release condensation. This requirement is not noted in the specifications for FRP type constructed buses. FRP type buses can also have steel structure and should have the same requirement regarding the release of moisture in enclosed steel. Suggest this requirement be added to FRP type bus regarding the release of moisture in enclosed steel.
		Response	**The specification shall remain as specified.**
3	B-1-b		Metal rollover cage constructed type bodies requires all box type tubing in the floor structure to have the interior of tubes coated with corrosion resistant material. This is not a requirement for FRP type constructed bodies. It is possible that an FRP body manufacturer also uses boxed steel in the floor so the same interior treatment of tubes should be required and is suggested.
		Response	**The specification shall remain as specified.**
3	B-1-c		For metal roll over cage constructed buses it states exterior panel substrate shall not be of wood composition, plywood or a pressed wood product. This same requirement is not found for the FRP type body. FRP buses may use wood for substrates so the same requirement should apply to both.
		Response	**All State specified buses (metal rollover cage and FRP) shall not use wood substrates. On page 5 Section B-2-a is clearly states the composition:** ***The body panels shall consist of an exterior high gloss gelcoat (.020" thickness, minimum) on a resin-hardened FRP (3/16" thickness, minimum) attached to a center layer of resin hardened Nida-Core® or equal honeycomb (¾" thickness, minimum) with an inner FRP panel (3/16 " thickness, minimum); or may be ¾" polyurethane foam insulation***

			gelcoated to 1/4" FRP exterior with 1/4" FRP interior, reinforced with steel perimeter and transverse supports, completely fiberglassed to adjoining body parts.
8	E-5		This section calls for a storage compartment with a hinged door that swings down. We ask for approval for an access door that swings up. We are currently doing this on other MDOT buses and it is working well. A door that swings down is easier for people to access the compartment if they are of a shorter stature or have shorter arms. All other aspects of this section can be met.
		Response	**The State accepts the use of a door that swings up or down.**
8	F-1		Request approval to us flooring that is ¾" thick that incorporates 5/8" interior plywood that is sandwiched on both sides by 1/8" thick fiberglass covering. Floor is also one solid piece pattern cut to the size of the bus thus eliminating all seams. The fiberglass encased floor eliminates any possibility of moisture and has all seams and raw edges sealed prior to assembly. This is the same flooring currently being used on other MDOT buses. A picture of the flooring is attached. Exhibit A1 and A2.
		Response	**The specification shall remain as specified**
10	G-2		Bid calls for upper rear door window height to match the height of the windows on each side of the door. We request approval for upper door window to be slightly lower than side windows as our rear cap design does not allow for same height. We are currently building MDOT unit with this type of configuration. See attached picture of a MDOT bus showing window configuration. Exhibit B.
		Response	**Variances in window height will be considered and/or approved at pilot model providing the doors and window meet or exceed specifications.**
10	G-5		Bid calls for emergency window operation instruction decals to be mounted to metal plates and fastened to the interior panels of the bus. We request approval to use the durable instructional decals supplied by the window manufacturer that are affixed directly to the glass surface. See attached picture. Exhibit F.
		Response	**The specification shall remain as specified.**
11	J		Request removal of requirement for lifting pads. The OEM chassis has designed the chassis with lifting points that will allow for safe lifting without deformation or damage to the bus or bumpers.

		Response	**The specification shall remain as specified.**
18	S-2		Request approval for all exterior lights in rear panel to be mounted in rubber grommets or recessed in body cap protecting them from branches. We currently are building buses with these type lights. See attached picture. Exhibit B.
		Response	**The State approves all exterior lights in the rear panel to be mounted in rubber grommets or recessed in the body cap. Lights that are recessed in the cap shall be sealed, around the wires and mounting screws, to prevent water intrusion into the cap. The only exception is the LED license plate light shall not be mounted with grommets or recessed in the body cap.**
18	S-2,3,4		Request approval to add Maxxima lights as approved manufacturer for exterior LED lights. Maxxima offers a warranty that is equal to or exceeds some of those listed in bid specifications. Example: Maxxima LED lights are warranted for 10 years (see attached warranty and light info). Suggested sources of Grote has a 3 year warranty, Peterson has a 5 yr warranty.
18	S-3		Request approval to use LED marker lamps that are either 2" rubber grommeted lights or lights that are rectangular in shape as long as they are recessed in the cap for protection. We are currently building buses for MDOT with these types of lights. See attached pictures. Exhibits B and C.
		Response	**The State approves the use of LED marker lamps that are either 2" rubber grommeted light or lights that are rectangular in shape as long as they recessed in the cap and meet or exceed the specifications. Lights that are recessed in the cap shall be sealed, around the wires and mounting screws, to prevent water intrusion into the cap.**
23	Y-91		On previous builds MDOT has required the outside edges to be either painted yellow or to use "reflective" type tape. Does the tape need to be reflective?
		Response	**The tape shall be reflective on the outside edges of the lift.**
26	I		Request removal of requirement of grease fittings on battery tray slide/rollers as they are not available. Slides and rollers are treated with lithium type grease that is applied by hand to surface.
		Response	**The State approves the treatment of lithium type grease on the battery tray slides and rollers.**
26	I		Specification calls for stainless steel battery tray and then tray is to be coated with an acid resistant coating. With a stainless steel tray, there is no need for and additional treatment

			of metal. Request removal of coating requirement. Would like to suggest that you require rubber to be put in the bottom of the tray to set the battery (ies) on to prevent batteries from sliding. Typically manufactures will use RCA type rubber flooring.
		Response	**The specification will remain as specified.**
27	L		This section requires a fast idle system that is not active until the parking brake is set and transmission is in park. This negates the whole idea of an automatic fast idle system. Fast idle system should be automatic when transmission is in park and not require any additional steps by the driver. Should driver fail to set parking brake, and electrical load of vehicles requires fast idle to support demand, batteries will lose storage. The Intermotive Advanced Fast Idles System III does not require parking brake to be set to sustain electrical draw. We request the requirement of parking brake set be removed so as to allow getting full benefit of an automatic fast idle system. See attached information on this system. Exhibit D.
		Response	**This specification shall remain as specified.**
28	V		Request approval to use OEM horn that is dual note in lieu of dual horns.
		Response	**This specification shall remain as specified.**
29	A-3		Request consideration of eliminating the lift master switch with green light in the driver's station. With the appropriate lift interlocks that incorporate lights to alert driver of lift ready status, the additional switch is not needed and only adds another step to the lift ready sequence. In fact it can be confusing since the Intermotive lights indicate lift is ready to use but is not the case until the other switch is activated. Years ago, before the advent of the current interface interlock systems, such a switch was common. But is no longer needed.
		Response	**This specification shall remain as specified.**
37	K-2		Specs call for a "glue-on" wide angle Fresnel lens by 3-M. The Fresnel lens is not glued to the window. It is a flexible lens that statically clings to the window. Request deletion of the "glued –on" requirement. See attached support document. Exhibit E.
		Response	**The State recommends the Fresnel lens be installed per the lens manufacturer's recommended installation instructions.**
41	A-13		Specification calls for a full 4 wheel alignment to be done on completed unit. The chassis that are available for this project (Ford and or Chevrolet) do not have adjustments for the

			rear suspension. Only the front suspension is adjustable. Request alignment requirement be changed to front wheel alignment only.
		Response	**The specification shall remain as specified.**
44	F-7		This section requires that chassis, body and all add on components be warranted by successful vendor. Any chassis warranty repairs must be done by a factory authorized dealership such as Ford or Chevrolet and any such claims would be filed by the respective dealership. We request that "chassis" be removed from this section.
		Response	**The State acknowledges the chassis shall be warranted by the chassis manufacturer while the body and all add-on components shall be warranted by the successful bidder.**
Article 2 Page 44	2.131#2		Our insurance carrier is unable to add the State of Michigan as an additional insured and cannot provide the primary and non-contributory coverage. We can however add the State of Michigan as a designated insured. This has been done on other MODT contracts in the past. Request approval of this change.
		Response	**Approved**
		Bid Due Date	We are requesting that MDOT consider an extension of the bid due date for the following reasons. Question due date is July 8th with current bid due date of July 21st thus allowing only 8 working days between the two dates. Take into consideration the time needed for MDOT to respond (typically has been about a week in past procurements) to all bidders' submission during the question process and the time to prepare a bid based on the MDOT responses is reduced even more. Due to the complexity and magnitude of this bid as well as needing ample time for bidders/manufacturers to review and take appropriate action on the responses issued by MDOT, we feel it is in the best interest of all potential bidders and MDOT to set bid due date a minimum of 2 weeks after responses to questions have been issued/posted.
		Response	**Bid due date has been extended to August 10, 2010 at 3:00 p.m. Questions and answers will be posted to the Bid4Michigan website prior to 5:00 p.m. EST on Friday, July 23, 2010.**
		General Question	As we understand it, for the first time for small buses the State is using a new process for proposal submittals, Bid4Michigan. It is our understanding that every aspect of our proposal is to be submitted electronically through Bid4Michigan and that no hard copies of any document are to be directed to the State [except perhaps for requests/questions such as this document]. Please clarify for us, if our

			understanding is correct, as well as the following: RFP Checklist, Page 2, Article 3: This section references original, copies and electronic versions of disk or CD. Does it apply? Should we submit to Bid4Michigan all RFP documents, including Appendix B Specifications List of Authorized Michigan Transit Agencies [i.e. MiDeal] It seems to us that these need not be resubmitted since there is nothing to fill in or certify in these documents but we do want to be responsive, and are willing to submit them if required. We plan to submit to Bid4Michigan any RFP sections requiring responses and/or signatures and also all requested documentation listed in the RFP, and nothing in hard copy to the State; and it is our understanding that no copies are required but only one electronic original. Is this a correct understanding? Please provide guidance.
		Response	**Yes your understanding is correct. Your entire complete response to this RFP MUST be submitted online. Hard copies WILL NOT be accepted. Regarding the reference to "original, copies and electronic version of disk or CD" Disregard. This no longer applies. YES you should submit to Bid4Michigan all RFP documents including Appendix B and list of authorized Michigan Transit Agencies. You must submit a complete response to the RFP document.**
11	1.21		Please advise, 1) if the State reserves the right to award to multiple contractors, and 2) if it chooses to do so, will the quantities [and the contract[s] values] in this section and addressed elsewhere in the procurement documents apply to each individual contract separately; or will they be aggregated as the limit for all contracts awarded for this procurement?
		Response	**If multiple contracts are awarded, each successful vendor will have an executed contract of up to 150 buses; however, once one of the vendors reaches the 150, both contracts will be terminated.**
15	1.061		Proposal Pricing, State Administrative Fee, Please clarify; Appendix A, Pricing indicates that there isn't a 1% fee for MiDEAL and Michigan Public Transit Authorities and that the fee only applies to NASPO Member States; but this section seems to indicate that the 1% fee does apply to MiDEAL members.

		Response	**Michigan Department of Transportation provides a list of eligible Michigan Public Transit agencies that are exempt from the 1% fee in MiDEAL.**
27	2.001		Contract Term: Please clarify the first sentence of this section. It appears that it is an incomplete sentence with dates to be added?
		Response	**Contract period is approximately 10/1/2010 through 9/30/2012 with one 1-year option to renew.**
27	2.002		Renewal[s]: Please advise, if by mutual agreement the contract is extended under this provision, what latitude is there for price and/or quantity adjustments to allow for cost increases and contract quantity limit increases beyond the initial 2 year term?
		Response	**It is the intent of the State that the price shall remain unchanged throughout the life of the contract, including the third year if applicable. A third year is an option based on a mutual agreement between the State and the vendor.**
42	2.125		Equipment Warranty: Please clarify; it appears in this section that the State wants the contractor to provide a technician on site/location warranty support and service for a period of one year [see first two paragraphs of this section]. Typically, the customer is responsible for vehicle services [e.g., oil changes and inspections] and warrantable defects are covered/reimbursed by the contractor during the warranty period.
		Response	**Your interpretation is correct. We do not require an on site technician provided by the Contractor.**
56	2.243	Liquidated Damages	Please clarify; that not every agency named will be entitled to the liquidated damages should a bus be delivered late, but that only one agency or the State will receive the 1/10th of 1% amount.
		Response	**The awarded vendor(s) will be expected to meet the requirements of this contract. Liquidated Damages pertains to any bus delivered late to anyone ordering off this State of Michigan Contract.**
62	2.281	MIDEAL	Please clarify sentence which reads: "The Bidder must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms." What payments would be made to the MiDeal member? It is our understanding that the 1% fee is reimbursable to the State? Please also clarify the sentence that reads: "Estimated requirements for authorized local units of government are not included in the quantities shown in this RFP." Please clarify. Does this mean, if the contractor sells buses to MiDEAL members and/or NASPO members under this contract that these quantities will not be

			counted toward the contract quantity limit?
		Response	**Michigan Department of Transportation provides a list of eligible Michigan Public Transit agencies that are exempt from the 1% fee in MiDEAL.** **The Michigan Department of Transportation requires reporting of quantities sold to only eligible Michigan Public Transit agencies.**
76	Article 6	ARRA	Please provide details regarding expected reporting requirements so that we can be prepared and verify that we are able to provide the specific information required by this Act. We would also request that any confidential information like employee and officer earnings be excluded from any reporting requirements, or if not excluded, kept confidential.
		Response	**Please refer to Title XV, Section 1512 of the ARRA found on the Federal Government website. That specific reporting is only in the event agencies are using ARRA funds to pay for their purchases. If they are not, then the usual reporting criteria found in the terms and conditions of this document are what is to be used for reporting.**
80	6.090	Publication	Please provide a proof of the logo referenced here and also clarify where this logo should be included by the successful contractor. Should it be on every bus sold, or just on those paid for with ARRA funds, or only on literature, etc.?
		Response	**Logos will be provided by the Michigan Department of Transportation or by the eligible Michigan transit agency at time of purchase. Only buses paid with ARRA funds shall receive the logo.**
		Appendix A	There appear to be some section reference errors [e.g., U1, U2, U3 and U4. Also, please clarify the difference or what is being requested in: U3 Seats- Forward Facing Double Fold-A-Way, and U4 Seats- Forward Facing Double Fold-A-Way. Is this an erroneous duplication or does the State require something different between the two references that we do not understand?
		Response	**A new Appendix A - COST MODEL/EVALUATION form has been issued with a version date of 7/22/2010. U4 is now listed as "Seats- Double w/Single Integrated Child Seat (ICS)."**
3	B.1.b	Small Cutaway Van Specs	Reads in part: "All body floor sub-frame assembly shall meet 1,000 hour salt spray test per ASTM procedure B-117, with no structural detrimental effects to normally visible surfaces. Certification of compliance

			with this requirement shall be published by an independent company and be submitted with the bid." This is a new requirement from previous Michigan procurements and there is a cost associated with having these tests conducted by all prospective bidders/proposers and if these tests are not already conducted by a manufacturer it will take more time to schedule and conduct these tests than there is available before proposals are due in a few weeks. We have not done these tests. We request that proposers be permitted to self certify to these standards as opposed to requiring an independent company to do so at the time of bid. We request that our construction as used on the current contract with MDOT be accepted as meeting these requirements since MDOT has found it to be satisfactory in the past. Our buses have been operating in the State of Michigan and other northern states for many years and empirical evidence indicates that our body floor sub-frame assembly survives the useful life of the vehicle. This request also applies to VIII. Bid Documents, R. Certification for 1,000 hour spray test per ASTM procedure B-117 on page 45. Shepard Bros., Inc. and Coach and Equipment Manufacturing Corp. agree to warranty the floor structure including skirt braces for 7 years 200,000 miles for any structural failure resulting from corrosion. The above mentioned also warranty the floor structure including skirt braces against any corrosion resulting in perforations through metal for 7 years 200,000 miles. This warranty doesn't include or cover any damage resulting from misuse, or accidents.
		Response	**The specification shall remain as specified.**
3	Paragraph b		Undercoating/Rust proofing page 12 [corrosion protection]: Our standard body construction includes undercoating that meets Ford QVM standards including the exposed sub-floor and body structure. All exposed and concealed structural steel body members and skirt panels are galvanized steel and body skins utilize fiberglass reinforced plastic. We request that our construction as used on the current contract with MDOT be accepted as the corrosion resistant coating required in this paragraph.
		Response	**The specification shall remain as specified.**
3	Paragraph c		Stainless steel door frames: We request approval of our standard door frame which is constructed of galvanized steel, primed and painted white, or if this request is not approved then our optional stainless steel door

			frames that are primed and painted white. Or, as an alternative can we provide not painted brushed stainless steel frames.
		Response	**The specification shall remain as specified.**
4	Paragraph f		Our standard bus comes with rubber fender splash guards on rear wheel openings. Ford does not offer standard rubber fender splash guards on the front wheel openings with their cutaway chassis. We do install front mud flaps that serve as splash guards against tire spray. We request that the requirement for front rubber fender splash guards that cover the wheel well perimeter be deleted or clarified that mud flaps are acceptable.
		Response	**Both fender splash guards and mud flaps are required (also see section K "mud flaps" on page 11). The specification will remain as specified.**
7	C. Paragraph 1	Passenger Door	We request approval of our standard door frame which is constructed of galvanized steel, primed and painted white, or if this request is not approved then our optional stainless steel door frames that are primed and painted white. Or, as an alternative can we provide not painted brushed stainless steel frames. This request also pertains to the Manual Entrance Door Option on page 34 relative to the door frame.
		Response	**The specification will remain as specified.**
7	C. Paragraph 2	Passenger Door	In lieu of a "hinged access door we request approval to provide our standard closure panel at the entrance door header for accessing the door motor and linkage. The panel can be removed totally for ease of access and is secured in place by automotive grade fasteners that can be removed without hand tools.
		Response	**The specification will remain as specified.**
7	D. Passenger Step Well		Last Sentence: As an alternative to "…brushed, not painted.", we request approval for a "painted white" stainless steel step well.
		Response	**The specification will remain as specified.**
8	E. Paragraph 1		In lieu of South CO Model #M1-61-1 latch [and with lock in storage compartment], we request approval to provide our standard latches to hold access doors positively closed. There are two [2] metal, knurled dial handles that can be turned/tensioned to tighten down the door.
		Response	**The specification will remain as specified.**
8	E. Paragraph 2		We request approval to offer our standard FRP interior bus body walls skins, which our panel supplier's information indicates are in fact a "light gray". To carry a darker gray in our plant inventory just for the MDOT contract

			would add storage and material costs.
		Response	**The use of "light gray" interior bus body wall skins has been approved by the State providing it meets or exceeds the specifications. White interior is not acceptable.**
9	F. Paragraph 8		We request that this paragraph be deleted. The Ford chassis no longer allows for access to the fuel sending unit and/or differential because of a chassis cross member that interferes with access to these areas.
		Response	**The specification will remain as specified.**
9 & 10	G. Paragraph 2		We request approval of our standard door frame which is constructed of galvanized steel, primed and painted white, or if this request is not approved then our optional stainless steel door frames that are primed and painted white. Or, as an alternative can we provide not painted brushed stainless steel frames.
		Response	**The specification will remain as specified.**
11	K		We request approval to provide the front and rear mud flaps that we are providing on our current contract with MDOT.
		Response	**The front and rear mud flaps are approved by the State providing they meet or exceed the specifications.**
13	1		Please confirm that the GM or Ford OEM driver's seats are also acceptable.
		Response	**The Ford OEM captain's seat is approved by the State. The General Motors OEM seat is approved providing it meets or exceeds the specifications.**
15	4		Seat Material, page 15: Please approve as in previous orders flame blocker backing fabric in lieu of wrapping cushion backs in seat fabric. Please confirm or clarify.
		Response	**The use of flame blocker backing has been approved by the State providing it meets or exceeds the specifications.**
18	S. Paragraph 2		Please accept our C&E standard license plate light which meets federal requirements in lieu of the specified Peterson Model M143C-MV with Peterson Model 150-40 bracket.
		Response	**The license plate light is approved by the State on condition that it shall be LED and meets or exceeds the specifications; otherwise, the specification shall remain as specified.**
18	S Paragraph 3		Marker Lights, page 18: Please accept our standard armor protected LED oblong marker lights in lieu of the 2" diameter specified lights. These lights were approved on the pilot bus by MDOT and are used on our current contract with the State.
		Response	**The specification shall remain as specified.**

18	S Paragraph 7		Please accept our standard license plate mounting which meets federal requirements and has been approved by other State DOTs.
		Response	**The specification shall remain as specified**.
19	U. Paragraph 1		Please accept the test we performed on the MDOT pilot bus in 2009 for our current contract as meeting the HVAC testing and certification requirements and waive these requirements since they are identical and we passed the test. This adds additional cost and the test has already been performed previously. This request also applies to pages 42 and 43, Sections C. AC and D. Heating certifications.
		Response	**The specification will remain as specified.**
19	U Paragraph 3		Please accept our standard floor mounting arrangement of rear heater which meets equipment supplier recommendations in lieu of requiring rubber or nylon insulators between the mounting base and the bus floor.
		Response	**The specification will remain as specified.**
21	X Paragraph 1		Our passenger and driver floor areas are not insulated. Our entire bus has an R7 insulation rating. Our floor structure consists of a metal belly pan, overlaid with ¾" plywood and then the floor covering material. Please approve.
		Response	**The specification shall remain as specified.**
22	Y Paragraph 3		We request approval of our standard door frame which is constructed of galvanized steel, primed and painted white, or if this request is not approved then our optional stainless steel door frames that are primed and painted white. Or, as an alternative can we provide not painted brushed stainless steel frames.
		Response	**The specification shall remain as specified.**
22	Y Paragraph 4		Please clarify for proposers the sentence that reads: "Successful bidder shall deliver the lift equipped bus with the type of lift equipment requested by the State." In this section suggested sources are: Braun, Maxon and Ricon. Do you want proposers to offer all three lift manufacturers or as in the past can proposers offer one in their proposal?
		Response	**Bidders shall identify and bid one lift manufacturer, from the suggested sources, in their proposal.**
	IV	Chassis Specifications	Please delete the requirement for a pre-delivery inspection by a representative of the chassis manufacturer. Our factory trained personnel are qualified to perform this inspection and requiring a chassis representative to do it adds cost and delays. Also, inspection of chassis by manufacturer rep is done after the bus body is installed.

			This confirms that the vehicle operates properly and that nothing done during manufacturing has damaged the chassis. We would suggest that to have this step done before the body is installed would open the door for problems.
		Response	**The State agrees to remove the requirement for pre-delivery inspection by a representative of the chassis manufacturer.**
	IV	Chassis Specifications	The State has requested a diesel engine option. Ford does not currently offer a diesel engine option. Only GM offers a diesel [which requires UREA] in this class of vehicle. We request that the diesel engine option be deleted since Ford does not offer a diesel. Alternatively, can proposers submit a no bid for the diesel option and still be considered? Further, GM does offer a diesel engine on the **159" wheelbase only** that meets the 14,050 lb GVWR. Does the State plan on allowing body manufacturers to stretch chassis frames, and open up end-users to potential structural issues?
		Response	**The State acknowledges Ford discontinued the diesel engine; however, the diesel engine option will remain as specified. Yes, bidders can submit a no bid diesel as an exception and still be considered.** **In regards to allowing body manufacturers stretching the frame, per Section I "Purpose of Specifications", paragraph 4, page 1, the State requires manufacturers to comply with the chassis company's quality vehicle manufacturing program such as Ford's Quality Vehicle Modifier (QVM).**
25	J	Battery Cable and Grounds	We request approval of our standard cabling and grounding which meets the intent of these specifications and as provided in previous and the current MDOT contracts.
		Response	**The specification will remain as specified.**
27	L	Fast Idle	We propose to offer our standard InterMotive fast idle interlock system listed in the specifications. Please note that this system does not include a manual switch as specified but is instead fully automatic. Please approve.
		Response	**The specification will remain as specified.**
27	N	Fuel Tank	If 55 gallon tank minimum is not available please allow for largest tank available from chassis OEM.
		Response	**The specification will remain as specified.**
30	B	Electrical Lift Protection	We use a manual reset circuit breaker for this application, but it is located in the battery box, and not under the hood. Please approve.
		Response	**The specification will remain as specified.**

30	B Paragraph 4		We do not use the RC Tronics system. This is a supplier's/vendor's system. Our electrical engineers have designed our own electrical system that is specifically mated to our body design, providing a more integrated vehicle. We propose the same electrical system that was approved and that is currently being used by MDOT on our current contract. Please approve.
		Response	**This electrical system is approved providing it meets or exceeds the specifications.**
31	B. Paragraph 7		Our standard electrical system uses multiple solenoids and does not have a master switch. Please approve.
		Response	**The specification will remain as specified.**
34	Option B		Please clarify: "This door shall have a flexible soft rubber cushion on the meeting edge 12" in width, minimum." This size seal width we believe is in error?? We propose to offer the same manual entrance door as used on our buses for the current contract with MDOT. Please approve our standard door seals meet the 1.5'' requirement
		Response	**This is a typographical error. The specification should read 1 ½" or 1.5" flexible soft rubber cushion.**
34	Option C		Since Ford does not offer a diesel engine this year and GM does not offer a 177" chassis meeting the State's GVWR requirements, we request that this option be deleted.
		Response	**The specification will remain as specified.**
35	Option F		For Option 1, please clarify how many readings are required. Would suggest that base bid require 10 each curtain side and front.
		Response	**The State agrees to 10 readings on the side and front roller curtains.**
	B	Manufacturer Quality Control	In this section of the specifications we appreciate that the ISO 9001:2000 Certification is cited as an example of a quality control program but is not a requirement. Our manufacturer is still in the process of ISO certification. Until then we will continue to use the excellent quality program that the State of Michigan has seen first hand in our most recent contract. Also, the fact that we are actively in the certification process and that we have such a high QVM rating from Ford indicates our commitment to quality. As you know ISO alone does not involve any judgment of a company's product quality -- only that the company has certain processes in place and are trying to follow their own processes, even if those processes are ineffective in assuring product quality. Many companies not certified by ISO build a much higher quality product, and just not have

			taken the time and gone to the expense of ISO certification. We shall submit our quality control plan with our bid.
		Response	**The State will allow the submission of a quality control plan.**
48 & 49		Seating Plan Drawings	Please confirm that a 30" clear opening width passenger door is acceptable, as specified in Section C. Passenger Door, Para. 2. The drawings on these two pages show what appears to be 34" openings on the 18 passenger and 36" openings on the 22 passenger bus seating plans. We do not offer doors this wide. Our largest door opening is 32" and in some cases the 30" wide opening that is specified in Section C.
		Response	**Per section C, paragraph 1, page 7, the 30" clear opening width passenger door is correct.**
15	1.061	State Administrative Fee	This section states that the Contractor must collect an Administrative Fee on Sales transacted to NASPO member states and MiDEAL members. However, Page 1 of Appendix A states there is no fee for MiDEAL members. Please clarify.
		Response	**Michigan Department of Transportation provides a list of eligible Michigan Public Transit agencies that are exempt from the 1% fee in MiDEAL.**
16	1.062	Price Term	Will you consider an escalation clause on the body in addition to the changes in the chassis equipment? We ask that you consider an escalation clause based on the PPI that would allow a price adjustment after a period of time.
		Response	**The price term clause shall remain as stated.**
26	1.080	Additional Requirements	This section states that the resulting contract will be made available to other NASPO member states. Government Price Concessions issued by the chassis manufacturers for this bid are specific for the State of Michigan. The amount of GPC applicable to purchasers in other states may be more or less than that approved for Michigan. Chassis prices may have to be adjusted to reflect the available GPC in the purchaser's state. Please acknowledge.
		Response	**We understand that there may be price adjustments throughout the life of the contract. However, price adjustments must be approved by the State of Michigan and vendor will be required to present documentation to substantiate such changes. The State of Michigan acknowledges pricing may go up or down.**
42	2.125	Equipment Warranty	The last paragraph notes that warranty work must be performed at a mutually agreed upon location. Please acknowledge that warranty work on the chassis has to be done at the

			chassis manufacturer's service center.
		Response	**The State acknowledges warranty work on the chassis shall be performed at an authorized chassis manufacturer's service center.**
66	3.024	Award Recommendations	Are multiple awards a possibility for this procurement?
		Response	**The State of Michigan reserves the right to award to single or multiple bidders.**
	I. Purpose		As chassis front ends have increased in length, seating plans B and D will exceed 21' 11", excluding the energy absorbing portion of the bumper. Will you accept these seat plans on longer buses, as long as two wheelchair securement spaces are provided?
		Response	**The specification shall remain as specified in regards to changing floor plans. Note, the State has modified this floor plan to a 10 +1. The aisle facing flip seat has been removed. A new floor plan has been posted as an addendum. Also, please utilize the updated COST MODEL/EVALUATION form dated 7/22/2010.**
3,	1. B,	Metal Rollover Frame, Cage Type Construction	This section requires box tubing in the floor to be coated on the interior with the coating identified in Section II. M. Section M has been revised to specify undercoating material only. In order to be consistent with the rest of your spec, please revise this requirement to require that treated assemblies meet the 1,000 hour salt spray test per ASTM procedure B-117.
		Response	**This sentence shall be revised to read "all box tubing used in the floor structure shall meet 1,000 hour salt spray test per ASTM procedure B-117, with no structural detrimental effects to normally visible surfaces. Certification of compliance with this requirement shall be published by an independent company and be submitted with bid."**
3	1. c	Metal Rollover Frame, Cage Type Construction	This section requires exterior side and roof panel material to be fiberglass with a minimum 2.16 mm thickness. Based upon Champion Bus of Imlay City Michigan's expertise in fiberglass skin on steel-cage bus manufacturing, two problems exist building to the specified material thickness: 1. The side wall fiberglass (2.16 mm) is not of sufficient thickness for the required quality. Thicker fiberglass side wall material (4.7 mm) is needed to provide the expected protection from flying road debris, quality impact resistance, and better

			expansion vs. contraction ratios (no waviness). Because of its thinness, manufacturers that use 2.16 mm material bind it to a Styrofoam backing. We don't believe this poorer quality is the intent of the procurement. 2. Conversely, using roof fiberglass of 2.16 mm thickness causes stress cracks and water leaks over time when driven on rough roads at the radius where the roof bends to the side wall. In this case a thinner, 1.39 mm material provides better quality because of its flexibility. Any waviness from expansion vs. contraction is not visible in this area. We recommend that for the expected quality this specification be revised to read: c. All exterior side and roof panel material shall be fiberglass, (comprised of various layers of gel-coat, reinforcement and resins). All exterior side wall material shall be a minimum thickness of 4.5 mm (0.165") and exterior roof panel material shall be a minimum thickness of 1.35 mm (0.049") to a maximum thickness of 1.62 mm (0.060'). It shall be designed to resist impact cause by flying road debris. The material must resist rot, corrosion, and mildew and cannot be affected by cleaning related chemicals, road residue or environmental exposure. Reinforcements shall be installed around all window openings in order to transfer stress around the opening. All door openings shall have full structural framing (tube) or imbedded reinforcements equal to the structural members of the body that will adequately support concentrations of stress around openings. All exposed door frame structure shall be made of 304 stainless steel, pretreated with a five stage acid wash and rinse process and powder coated OEM white. Where a stiffener or a backer material (substrate) is used for the exterior panels, it shall be bonded with waterproof adhesive to the exterior panel; it shall be a water resistant material that will not wick water; and it must be thoroughly sealed from the elements when installed so that the substrate will not be exposed to or absorb moisture and cause corrosion to the interior of the panel or any body structure. Exterior panel substrate shall not be of wood composition, plywood or a pressed wood product. Where body segments are joined they shall be properly sealed to prevent intrusion of drafts, fumes, dust, and water to the interior of the bus body.

		Response	**The specification shall remain as specified.**
4	B..	Body Structure and Exterior Panels, d	We use coated screws for fastener retention in panels and screws and battens on ceiling panels. Approval is requested.
		Response	**The specification shall remain as specified.**
4	B.	Body Structure and Exterior Panels, h.	We request approval for a 3/16", +/- 1/16", frame clearance. This installation is acceptable to our window supplier.
		Response	**The specification shall remain as specified.**
9	F.	Flooring, 4	We haven't been able to develop a method of running the flooring up the rear wall that will look finished and seal properly in the corners. Therefore, we suggest stopping the flooring at the rear wall and using caulk to seal the area where the flooring meets the rear wall. An ABS trim strip would be used to finish the area and prevent water from reaching this area. Approval is requested.
		Response	**It is the State's preference to maintain the floor specification as specified; however, the State is willing to review the successful bidder's methodology, of meeting this requirement, at pilot model inspection.**
10	G.,	Emergency Exit, 2.	Please clarify the requirement for a handle guard on the heavy-duty door latch mechanism. What is the intent of the guard? Can you provide a photo or a sketch of the type of guard you require?
		Response	**The intent of this guard is to prevent passengers from leaning on the handle or getting clothing caught on it. The guard also provides added safety from passengers inadvertently opening the door. See provided photograph attached.**
14	2.	Passenger Seats, g	Is the integrated child restraint to have two child restraints, or a single CRS and a companion seat?
		Response	**The double seat on the passenger side shall have one (1) CRS and a companion seat.**
16	Q.	Handrails, Stanchions, 1.	We propose to use fittings and brackets constructed of stainless steel rather than yellow coated steel. Approval requested.
		Response	**The specification shall remain as specified.**
26	J.	Battery Cable and Grounds.	In addition to the OEM chassis ground straps (engine and frame), we provide two gauge bonding grounds at the front and rear of our welded cage structure. This meets all grounding requirements necessary for this application. Approval is requested.
		Response	**The specification shall remain as specified.**
31	B.	Electrical, 4.	We request approval to mount the heater module on the back of the electrical panel. It is easily accessible in this location.
		Response	**The State accepts mounting the heater module on the back of the electrical panel providing it is easily accessible and meets**

			or exceeds the specifications.
34		Manual Entrance Door,	The manual door control rod extends into the door opening, resulting in a 28" clear opening in this area. We request an exception to the 30" opening in this one area.
		Response	**The specification shall remain as specified.**
39		Q Two-way Radio Power, 5.	We request approval to provide metal Greenleaf conduit rather than plastic conduit. It is more durable and provides better RF shielding.
		Response	**The specification shall remain as specified.**
42	B.	Manufacturer's Quality Control	We request approval to conduct the water test on the completed bus. We have no way to conduct water testing prior to the installation of interior trim and insulation.
		Response	**The specification shall remain as specified**
43	C.	Air Conditioning Certification	We request approval to have the performance testing conducted by representatives of the a/c supplier with an independent Professional Engineer acting as a witness.
		Response	**The State accepts the HVAC performance testing can be conducted by representatives of the A/C supplier with and independent Professional Engineer acting as a witness.**
44	F.	Warranty	The chassis warranty is provided and administered by the chassis manufacturer. The body will be provided and installed by a manufacturer qualified by the chassis manufacturer. However, the chassis manufacturer remains responsible for their warranty. Please acknowledge.
		Response	**The State acknowledges the chassis shall be warranted by the chassis manufacturer while the body shall be warranted by the successful bidder.**
3	B.1.b	Salt Spray Certification	About half way through this section is a statement requesting certification of compliance with the requirement to provide a corrosion resistant coating on the sub-floor steel that meets the 1000-hour salt spray test per ASTM B-117. This is a new requirement this year, and we are happy to provide it, however we feel that the statement may be phrased wrong in that it asks that an independent company publish it. Whereas test data is commonly provided by an independent company, a "certification of compliance" is typically provided by the supplier of the product. We are not aware of any bus manufacturer who has had testing of this type done by an independent third party. Therefore, please accept a

			certification of compliance from the bus manufacturer and/or its supplier of the specified steel.
		Response	**The specification shall remain as specified.**
4	B.1.d.	Interior Panels	In addition to FRP and ABS, please also accept our standard, light gray padded vinyl as an acceptable interior material in the following areas only: modesty panels, door headers (for head protection), and in the driver's cab area for head protection and sound absorption. This material is durable, easily cleanable and repairable if damaged. Padded vinyl is already an allowed interior material in certain areas per section E.4.on page 8.
		Response	**The specification shall remain as specified**
8	F.1	Flooring Adhesive	In lieu of Sikaflex 252, please acceptour standard adhesive; Parr Technology DCP 30, as described in the **attached literature**. We have used this adhesive for many years without any reported failures. It is a very strong adhesive designed for adhering wood to steel.
		Response	**The specification shall remain as specified.**
14	P.2.d.	Seat Spacing	For Floor Plan B, will you accept a knee-to-hip spacing on the driver side only that is less than 27", like your current buses? This will be needed in order to keep the total overall length at 23' 11" or less.
		Response	**The state will not accept a knee-to-hip spacing less than 27". Also, the State has modified this floor plan to a 10 +1. The aisle facing flip seat has been removed. A new floor plan has been posted as an addendum. Also, please utilize the updated COST MODEL/EVALUATION form dated 7/22/2010.**

14	P.3.	Seat Bottom Material	Near the end of this section is a statement that requires all the seat backs and seat bottoms of foldaway and fold up seats be covered in the same material as the seat cushions. Please accept that Freedman's Featherweight Flip Seat (bottom folds up against the back) has a molded ABS plastic covering on the seat bottom **(see attached literature).**
		Response	**The State accepts the flip seats have a molded ABS plastic covering on the seat bottom providing it meets or exceeds the specifications.**
14	P.3.	Seat Bottom Material	For the Freedman Foldaway seat (which folds against the side wall), when a specification calls for the bottom of the seat cushion to be covered in material, Freedman prefers to use standard Docket 90 vinyl material from CMI for this application. The material is inserted between the seat cushion foam and the flexolator springs, and acts to prevent a flame from igniting the polyurethane foam from below. It is the same material that all the optional vinyl seats will be covered in. Please accept this material for all foldaway seat bottoms, whether the seat is covered in optional vinyl or optional cloth-type woven fabric.
		Response	**The State accepts the use of standard Docket 90 vinyl material for use under the foldaway seat.**
18	S.2.	License Plate	In lieu of the Peterson license plate LED light and mounting bracket, please accept our standard Optronics LED license plate light and mounting bracket, as described in the **attached literature**. Optronics is our primary supplier and already an approved MDOT source for other lights.
		Response	**The specification will remain as specified.**
IN l30	B.1.	Lift Circuit Breaker	In addition to mounting under the

			hood, please also accept inside the battery box as an alternative location for the wheelchair lift circuit breaker. This breaker has to be located very close to the battery, and there isn't always a good location under the hood where it can be well protected. The battery box door is identified with a decal indicating that the lift circuit breaker is inside.
		Response	**The specification will remain as specified.**
30	B.4.	Electrical Panel	In lieu of RC Tronics, please accept our standard vehicle distribution panel with circuit breakers by Cooper Bussman as described in the **attached literature**. This is a compact design with "plug and play" connections.
		Response	The specification will remain as specified.
39	R.1	AM/FM Radio	In lieu of Jensen or OEM, please accept our standard Panasonic radio. Panasonic is already an approved supplier for the FM/AM/PA listed under section R.3.
		Response	**The State accepts the AM/FM Panasonic radio providing it meets or exceeds the specifications.**
39	R.2.	PA	In lieu of Mobile Page, please accept our standard brand, Custom Radio Corporation model PA6, as described in the **attached literature**.
		Response	**The state accepts the Custom Radio Corporation model PA6 providing it meets or exceeds the specifications.**

MDOT
Michigan Department of Transportation

Authorized Michigan Transit Agencies

For

Purchase on State of Michigan MiDEAL

Extended Purchase Program

January 22, 2010

1/22/2010

Transit Agency Address/Phone Numbers

Lenawee

Ms. Marcia Bohannon
Adrian Dial-A-Ride
135 East Maumee Street
Adrian, MI 49221

Telephone No. (517) 264-4849 Fax No. (517) 264-8016
E-Mail Address: mbohannon@ci.adrian.mi.us

Allegan

Mr. Daniel Wedge
Allegan County - Transportation Services
750 Airway Drive
Allegan, MI 49010

Telephone No. (269) 686-4529 Fax No. (269) 673-2190
E-Mail Address: dwedge@allegancounty.org

Allegan

Ms. Wendy Adrianson
Allegan County CMH
3283 122nd Ave.
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Allegan, MI 49010

Telephone No. (269) 673-3400 Fax No. (269) 686-5201
E-Mail Address:

Gratiot

Mr. Randy Sumner
Alma Dial-A-Ride
City of Alma Transit Center
PO Box 278
Alma, MI 48801-0278

Telephone No. 989 463-6016 Fax No. 989 466-5307
E-Mail Address: rsumner@ci.alma.mi.us

Alpena

Mr. Greg Sundin
Alpena, City of
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Alpena, MI 49707

Telephone No. 989 354-4158 Fax No. 989 354-4585
E-Mail Address: EdmondsB@PrellsServices.com

Alger

Ms. Rochelle Cotey
ALTRAN Transit Authority
P.O. Box 69
Munising, MI 49862

Telephone No. (906) 387-4845 Fax No. (906) 387-2963
E-Mail Address: altranco@jamadots.com

1/22/2010

Transit Agency Address/Phone Numbers

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American Red Cross Of West Central Michigan
1050 Fuller NE
Grand Rapids, MI 49503

Telephone No. (616) 456-8661 Fax No. (616) 235-2355
E-Mail Address: tslaughter@ggr.redcross.org

Muskegon

Ms. Lois Brinks
American Red Cross Serving Muskegon, Oceana and Newaygo Counti
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