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, __Hoekstra Transportation__, 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.

APPENDIX C
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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).

5 FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

{PRIVATE}**Contract Characteristics**		Operational Service Contract	Turnkey	Construction	Architectural Engineering	<shading ="10%">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] noncompetitive award	Those imposed on state pass thru to Contractor	None Yes, if noncompetitive award or if funded thru[2] 5307/5309/5311	None None unless noncompetitive award	None None unless noncompetitive award	None None unless noncompetitive 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. <u>FEDERAL CHANGES</u> 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. <u>CLEAN AIR</u> 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 <u>et seq</u>. 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.

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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. TERMINATION 49 U.S.C. Part 18/FTA Circular 4220.1E

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☐ **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.

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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. <u>GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)</u>

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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 **Michigan Department of Transportation (MDOT)**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **MDOT**, 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. <u>PRIVACY ACT REQUIREMENTS</u> 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. <u>CIVIL RIGHTS REQUIREMENTS</u> 29 U.S.C. § 623, 42 U.S.C. § 2000/42 U.S.C. § 6102, 42

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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 4220.1E

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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. **TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS** 49 U.S.C. § 5310, § 5311, and § 5333/29 CFR Part 215

☐ (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

☐ (a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that

☐ U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b)

and (c) of this clause.

☐ (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29

☐ C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

☐ (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

☐ (2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

20. 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 **Michigan Department of Transportation (MDOT)** 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.

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21. DBE TRANSIT VEHICLE MANUFACTURER CERTIFICATION

___Eldorado National – KS, Inc_____(Name of Firm), 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 ___2009_____ (October 1, __2009___ to September 30, __2009___) and have been approved or not disapproved by FTA. _____Hoekstra Transportation_____(Name of Firm), hereby certifies that the manufacturer of the transit vehicle to be supplied _____Eldorado National – KS, Inc _____ (Name of Manufacturer) has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26.

Signature: Karin Rexroad

Date: December 10, 2008

Title: Contract Administrator

Firm: Eldorado National – KS, Inc.

22. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

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 4220.1E, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

APPENDIX D

Transit Agency Address/Phone Numbers

7/3/2008

Transit Agency Address/Phone Numbers

Lenawee

MS. MARCIA BOHANNON
Adrian Dial-A-Ride
100 E. Church Street
Adrian, MI 49221

Telephone No.: (517) 264-4849 Fax No.:(517) 265-8133 Email: MarciaB@ci.adrian.mi.us

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Allegan

MR. DANIEL WEDGE
Allegan County - Transportation Services
3255 122nd Avenue, Suite 200
Allegan, MI 49010

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7/3/2008

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Newaygo

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Berrien

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Emmet

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Washtenaw

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7/3/2008

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Oscoda

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7/3/2008

Transit Agency Address/Phone Numbers

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Wayne

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Saginaw

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Saginaw

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Sanilac

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7/3/2008

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Kent

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7/3/2008

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7/3/2008

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APPENDIX E

ADDENDUM #3 – QUESTIONS AND ANSWERS

1. **Q: Will the State consider including the Azure Dynamics Hybrid Electric Drive system as an option for this RFP? Or any hybrid vehicles?**

A: MDOT is not considering a hybrid option at this time.

2. **Q: <u>Pg 55, Terms & Conditions, Section 2.243 Liquidated Damages</u> - In the first paragraph, we agree with the intent of this section and the penalty of $100 per day for late or improper completion of work. However, please delete the additional $5000 penalty clause. We believe this amount to be excessive and well beyond the reasonable "loss and damage" an agency could suffer. This appears to be a penalty amount that is found in construction type contracts.**

A: Section 2.243 Liquidated Damages has been replaced with the following language:

A. The Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, and Public Transit Agencies 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, and Public Transit Agencies that the actual damages to the Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, and Public Transit Agencies 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, and Public Transit Agencies 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, and Public Transit Agencies 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, and Public Transit Agencies 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, and Public Transit Agencies 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, and Public Transit Agencies 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, and Public Transit Agencies 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, and Public Transit Agencies 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, and Public Transit Agencies 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 M Michigan Department of Transportation, Bureau of Passenger Transportation; Authorized Local Units of Government, and Public Transit Agencies, 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 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.

If some, but not all, of the vehicle/s described in the Purchase Order/Departmental Contract Release Form are delivered ready for use, by the scheduled delivery date, liquidated damages shall not accrue against the vehicle/s delivered.

If the delay is more than thirty 30 calendar days, then by written notice to the Contractor, the State and/or Local Unit of Government may terminate the right of the contractor to deliver, and may obtain substitute vehicle/s. In this event, the Contractor shall be liable for liquidated damages in the amounts specified above until acceptable substitute vehicle/s are delivered, ready for use, or for 30 days from the scheduled delivery date, whichever occurs first.

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3. **Q: <u>Pg 55, Terms & Conditions, Section 2.243 Unauthorized Removal</u> - Please delete paragraphs 2, 3 and 4 of section 2.243. This also appears to be a penalty clause more typical of construction contracts. We have never seen a clause of this type in any other state contracts for similar products.**

A: This language has been deleted and replaced by the revised language in the answer to question # 2.

4. **Q: <u>Page 1, Specifications, Section I, Weight Calculation</u> - In the 4th paragraph, please delete the statement about not exceeding 95% of front and rear spring capacity for the following reasons: 1.) Ford QVM does not require this, 2.) Ford and Chevy have safety factors already built into their designs. Adding a 95% limitation is adding a safety factor on top of a safety factor. 3.) Michigan is the only state we are aware of that has this requirement.**

   A: This specification will <u>not</u> be deleted and will remain as specified.

5. **Q: <u>Page 1, Specifications, Overall Length of Single Wheelchair Buses</u> - In the 4th paragraph, it is requested that single wheelchair buses not exceed 21' 11" in length (measured bumper to bumper excluding the energy absorbing portion of the bumpers) in order to meet ADA requirements. This would apply to floor plans B and D. But as you can see from the attached floor plans, it is not possible to meet this requirement. Part of the reason is that the front end of the Ford chassis grew almost 5" in 2008. Drawings are attached of the 2007 and 2008 Ford chassis for reference. The overall length is also driven by the five (5) rows of seats on the street side with 27" hip-to-knee spacing. To keep these floor plans under the ADA requirement, a row of seats will need to be removed, or the hip-to-knee spacing would have to be decreased considerably, coupled with other changes such as deleting the top grab handles from the foldaway seats so they don't hit the seats in front of them when folding, and possibly decreasing the 54" L-track spacing.**

A: In Appendix B, Small Bus Specifications, page 48, delete floor plan D in the specifications. Floor plan B will remain as specified. Also, on the Cost Model sheet, remove "D" under "passenger seats with vinyl seat covers." Add the quantity of 10 to "B" bringing the total to 38. Also, on the Cost Model sheet, remove "I" under "passenger seat with fabric seat covers." Add the quantity of six (6) to "G" bringing the total to 21. These items have been crossed on the cost model sheet and a revised one is attached to show the deletions. Please complete this revised version of the cost model and include in your bid submittal.

APPENDIX E

ADDENDUM #3 – QUESTIONS AND ANSWERS

6. **Q: <u>Page 4, Section B.1.f., Fender Splash Guards</u> - In lieu of rubber fender splash guards, please accept our standard mud flaps on the front and rear wheel openings. In addition, our rear wheel openings are enclosed in a custom formed, highly-flexible and durable plastic material called TPO as seen in the attached photo. This material is scratch and dent resistant, even in cold temperatures.**

   A: This specification will remain as specified.

7. **Q: <u>Page 8 and 26, Section E.1.and I., Door Latches</u> - In lieu of South Co brand latches, please accept our standard latch. We use a simple and reliable, quarter-turn thumb latch device, as seen in the attached literature, for all our compartment doors.**

   A: This specification will remain as specified.

8. **Q: <u>Page 8, Section E. 2., Interior Panels</u> - Please also accept our standard, padded light gray vinyl as an acceptable interior material for the modesty panels, door headers (for head protection), and in the driver's cab area for sound absorption. This material is durable, easily cleanable, and repairable if damaged. Sample available upon request.**

   A: This specification will remain as specified.

9. **Q: <u>Page 9, Section F. 4.,</u> Wheelchair Area Flooring - Please accept <u>ribbed</u> rubber flooring in the wheelchair area for added protection against slipping.**

   A: This specification will remain as specified.

10. **Q: <u>Page 15, Section P.4.a.7., Seat Material -</u> Please be advised that CMI Nanocide Dimensions is a vinyl fabric, and does not meet Federal Register dated October 20, 1993. This product should be deleted from the bid spec.**

    A: The reference to CMI Nanocide Dimensions is deleted from the specification. All other sources remain as specified.

11. **Q: <u>Page 16, Section P.5.a., Retractors</u> - Please delete the word "emergency" from the description of locking retractors. Emergency locking retractors are not commonly used in bus seats, except for the driver's position. They cannot be used to secure child seats.**

    A: This specification will <u>not</u> be deleted and will remain as specified.

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12. **Q: Page 17, Section Q.7., Entrance Step Guardrail - The first sentence of the section asks for a horizontal guardrail on the right side of the entrance steps. The previous paragraph asks for an entry handrail running parallel to the steps on the right side of the entrance steps. Please accept that this parallel handrail on the right side will also serve as a guardrail.**

    A: This specification will remain as specified**.**

13. **Q: Page 17, Section Q.7, Wheelchair Modesty Panel - In addition to the description provided for the modesty panel behind the chair lift, please also accept our standard design that extends the padded-vinyl panel full height.**

    A: This specification will remain as specified**.**

14. **Q: Page 20, Section W, Paint - When optional painting is called for, such as painted stripes or full-body color other than white, please accept that the painting is done at a specialized supplier at an off-site location, and as such the body must be complete with all body mounted accessories (rubrails, fenders, lights, etc) in place. Care will be taken to professional mask-off any components not to be painted.**

    A: This specification will remain as specified

15. **Q: Page 25, Section I, Battery - Delco is the brand name of batteries used by GM. Please also accept the standard Ford Motorcraft brand batteries rated at a minimum of 650 CCA each.**

    A: Alternate batteries will be accepted if they meet or exceed the specifications.

16. **Q: Page 26, Section K, Alternator - Ford now offers a 195 amp OEM alternator on its gas engine chassis. Please accept this alternator's rating in lieu of 200 amps.**

    A: A Ford extra, heavy-duty 195 amp alternator is acceptable providing it meets or exceeds the bus's electrical specifications.

17. **Q: Page 27, Section P., Hazard Flasher - Please accept the Ford OEM hazard flasher in its standard location. Ford has upgraded the hazard flasher in 2009 to a transistorized assembly and is now a part of its "Smart Box" module.**

    A: This specification will remain as specified**.**

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18. **Q: <u>Page 31, Section B.1., Lift Circuit Breaker</u> - Because the batteries are mounted in a slide out tray, please accept that the lift circuit breaker is also mounted in the slide out tray (in lieu of under the hood) since it has to be close to the batteries.**

    A: This specification will remain as specified.

19. **Q: <u>Page 31, Section B.4, Fuses</u> - In second sentence, please delete "…when expressly required by the component manufacturer". Several manufacturers use blade type fuses as standard. See attached information on the type of system we use.**

    A: This specification will <u>not</u> be deleted and will remain as specified.

20. **Q: <u>Page 31, Section B.7, Quiet Switch</u> - Please accept an alternative location for the "Quiet Switch", located in the base of the driver's seat, out of the way so it cannot be accidentally activated. This is a heavy-duty rotary style switch with a heavy electrical cable running to it, and doesn't fit in the driver's control panel very well.**

    A: This specification will remain as specified.

21. **Q: <u>Page 24, Section A.1.5., AC Fittings</u> - In lieu of EZ Clip or Quick Clik, please accept our standard ATCO Air-O-Crimp system of hoses and fittings for the AC system, as described in the attached literature. This is the system recommended by Pro-Air, our AC installer.**

    A: This specification will remain as specified.

22. **Q: <u>Page 35, Section C., Cold Climate</u> Package - In the first sentence, please define "Cold Climate Package".**

    A: As specified – block heater with cord and covered receptacle. Contact chassis manufacturer for further information.

23. **Q: <u>Page 37, Section H, Engine Shutdown System -</u> To the best of our knowledge, there is no commercially available engine shutdown system for the Ford gasoline engine.**

    A: This specification will remain as specified.

24. **Q: <u>Page 41, Section A.6, Manual</u> - Please define what is a "drivability and emissions manual".**

    A: The Drivability and Emissions manual could also be referred to as a diagnostic manual. These manuals show vehicle diagnostic procedures for a diagnostic trouble code (DTC) through diagnostic charts and functional checks. Many of the chassis manufacturers publish this manual.

APPENDIX E

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25. **Q: <u>Page 43, Section C, Air Conditioning Certification</u> - In lieu of an independent agency, please allow the AC testing to be performed by the AC manufacturer in their facility designed for this type of testing.**

    A: This specification will remain as specified.

26. **Q: <u>Page 43, Section D, Heating Certification</u> - Please clarify whether both pilot buses (a gas model and a diesel model) will need to be tested, and that all vendors will have to perform the same testing. The testing is elaborate and will need to be conducted in a very specialized facility at considerable expense.**

    A: Only the diesel bus is required to be tested. All vendors are required to perform this test.

27. **Q: 1) Section VI.A OPTION A ONLY – AIR CONDITIONING SYSTEM: Sub-section 3. – "*The condenser coil shall be copper tube..*" Carrier's new Microchannel condenser coil consists of ALUMINUM tubing which is superior in heat transfer (more primary surface area), and corrosion resistance (due to the removal of the galvanic couple and the inclusion of the zinc plasma coating) to the specified copper tubing. CTD will require an exception to this wording and requests the inclusion of: "copper *or aluminum* tube…" into the specification.**

    A: Aluminum is acceptable. The sentence shall read: "The condenser coil shall be a copper or aluminum tube expanded into aluminum fins and vinyl-coated."

28. **Q: <u>Clarification requests are as follows: Sub-section 2.- Compressor ; Sub-section 3.- Condenser, and Sub-section 4.a.- Evaporators</u>: Please change the listed suggested source company name from A.C. Industries to Carrier Transicold. A.C. Industries was purchased by Carrier Corporation in 1991.**

    A: All references to A.C. Industries shall be changed to Carrier Transicold.

29. **Q: <u>OPTION B- Sub-section 2.-</u> If we provide our new model K- 410 roof mounted condenser; which is only 5.71" high vs. our old KR- 3 model which is 10.58" high, do we still need to bid a separate branch guard?**

    A: Yes, a separate branch guard is required.

30. **Q: As most of the State of Michigan representatives know that have worked with us on previous contracts, we have complied with the requirement to establish a:**

    "factory dealer with repair facilities and personnel in Michigan, or may be a factory dealer…" [See page 37 Section 2.111 Inspection of Work Performed, page 1 Para. I Purpose of Specifications and various other locations in RFP].

31. **However, in light of recent federal law we respectfully request that Michigan reconsider and delete any requirement from the terms and conditions and evaluation process in this solicitation for an in-state dealer. Provided for your convenience we submit an excerpt from the new SAFETEA legislation that**

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President Bush recently signed into law. The requirement for an in-state dealer is addressed in Section 5325. Contract requirements and reads in part:

"(h) GRANT PROHIBITION.—A grant awarded under this chapter or Federal Public Transportation Act of 2005 may not be used to support a procurement that uses an exclusionary or discriminatory specification.

(i) BUS DEALER REQUIREMENTS.—No State law requiring buses to be purchased through in-State dealers shall apply to vehicles purchased with a grant under this chapter."

A: Delete the following sentences from the RFP document, Section 2.111:

"Final inspection will be made at a Michigan location. The successful contract shall have a factory dealer with repair facilities and personnel in Michigan, or may be a factory dealer with repair facilities and personnel in Michigan capable of handling final inspections, corrections, and warranty follow-up."

In Appendix B, Small Bus Specifications, delete the following sentences from page 1, Section I, Purpose of Specifications, paragraph 3:

"The bidder shall have a factory dealer with repair facilities and personnel in Michigan or the bidder may be a factory dealer with repair facilities (including a bus lift) and personnel in Michigan. Any in-state facility shall be capable of handling final inspection and corrections required by the State prior to acceptance of the buses after a contract is awarded."

32. **Q: Liquidated Damages: We request that liquidated damages be deleted from this contract. Liquidated damages increase the risk and thus can impact the final price of the buses to the State of Michigan. The Federal Transit Administration discourages the use of liquidated damages unless a quantifiable loss can be calculated. We have not seen the extent of damages specified in these procurement documents before where this a large lump sum and an additional daily charge. Please delete the requirement for liquidated damages. This section is found on page 55 Section 2.243 and referenced elsewhere in the procurement documents.**

    A: Please refer to the answer to Question #2.

33. **Q: 3.031 Reciprocal Preference [page 65] [and elsewhere in the procurement documents]: Please note that the Federal Transit Administration prohibits geographic preference for the acquisition of buses when federal funds are involved. Reciprocal preference should not be a factor in our case since our corporate offices are located in the State of New York and our Midwest office is located in Ohio and preference is not granted or practiced in the States of New York or Ohio. Please note that the State of Indiana where some of our competitors and their bus manufacturers may be domiciled do encourage geographic preference. Go to this web link to review the Buy Indiana Initiative http://www.in.gov/idoa/2736.htm.**

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A: Per the FTA, in-state or local geographical preferences in the evaluation of bids or proposals shall be excluded except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Therefore, in the RFP document Section 3.031 Reciprocal Preference is deleted.

34. Q: 3.032 Qualified Disabled Veteran Preference page 65 [and elsewhere in the procurement documents]: This provision appears to be a State of Michigan and not a federal provision. Because the FTA in most cases will provide up to 80% of the funding for bus purchases, we request that this provision be deleted from the procurement. While we appreciate all that our veterans have done for us and this country's freedom, we do not believe that allowing a bidding preference meets the spirit of: a maintaining a level playing field in free and open competition, FTA regulations against bidding preferences, nor does it ensure the best price to Michigan customers.

A: This is not a State or local preference. This preference applies to a bidder's status and is not a geographical preference. This section will not be deleted.

34. Q: I. PURPOSE OF SPECIFICATIONS [page 1]: 5-years/150,000 miles. The Phoenix model bus we are proposing was tested at Altoona using the 7-years/200,000 miles criteria in November 2007. The FTA has ruled that a bus model that has been tested at a higher mileage and time interval is acceptable and will not impact the funding replacement cycle. Provided below are excerpts from and two FTA web links:
http://www.fta.dot.gov/funding/thirdpartyprocurement/faq/grants_financing_6087.html
http://www.fta.dot.gov/funding/grants/grants_financing_7706.html

a. Under Subpart B 665.11 Testing Requirements (5)(f) states that ....."the use of a bus model in a service application higher than it has been tested for may make the bus subject to the bus testing requirements".

Does this mean that even though a bus fits into the testing category of 4 year/ 100,000 mile by definition, If MDOT requires a minimum service life of 5 years/150,000 miles.....must the bus be tested in that category?

0 Bus manufacturers self-select which service life category they test their buses in. However, FTA funds may not be used to procure a bus in an application requiring a higher service life category than the highest service life category in which that bus has been tested. For example, if a bus has been tested in the 7-year category, it may be sold using FTA funds in the 7, 5, and 4-year categories, but it may not be sold using FTA funds in the 10 or 12-year service life categories."

1 b. Who determines the useful life standards for transit vehicles, and where can this information be accessed? For subrecipients of Section 5310 and 5311 funds, the useful life of vehicles is determined by the State Agency. This information should be contained in each State's Management Plan.

2 For direct recipients of Section 5309 and 5307 funds, FTA determines the useful life of vehicles.

FTA minimum normal service lives for buses and vans are:
Large, heavy-duty transit buses (approximately 35'-40', and articulated buses): at least 12 years of service or an accumulation of at least 500,000 miles.

Medium-size, heavy-duty transit buses (approximately 30'): 10 years or 350,000 miles.

Medium-size, medium-duty transit buses (approximately 30'): 7 years or 200,000 miles.

Medium-size, light-duty transit buses (approximately 25'-35'): 5 years or 150,000 miles.

Other light-duty vehicles, such as small buses and regular and specialized vans: 4 years or 100,000 miles."

A: **A 7-year/200,000 mile bus is acceptable and can be submitted for bid.**

35. **Q: I. PURPOSE OF SPECIFICATIONS [page 1] second paragraph: Please change the requirement from requiring a "quick title" to providing a "manufacturer's statement of origin". A quick title may only be issued by a dealer in the State of Michigan. FTA regulations prohibit the requirement of specifying an in state dealer. Please see references above in earlier request.**

    A: This specification will remain as specified. Quick (instant) titles can also be issued at designated State of Michigan Secretary of State branch offices. Please refer to the website link below:

    http://www.michigan.gov/sos/0,1607,7-127-1585-76317--,00.html

36. **Q: Paragraph b, Page 3 & M. 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 are galvanized steel and body skins utilize galvanealed steel. We request that our standard construction be accepted as the corrosion resistant coating required in this paragraph.**

    A: This specification will remain as specified. Corrosion problems are an issue with Michigan transit agencies.

37. **Q: Paragraph c, page 3, stainless steel door frame: We request approval of our standard door frame which is constructed of galvanized steel, primed and painted white.**

    A: This specification will remain as specified. Only stainless steel is accepted due to past corrosion problems.

38. **Q: Paragraph f, page 4: 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.**

    A: This specification will remain as specified.

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39. **Q: C. Passenger Door, Para. 1, page 7: We request approval to provide our standard door frame which is constructed of galvanized steel, primed and painted white, in lieu of stainless steel.**

    A: This specification will remain as specified. Only stainless steel is accepted due to past corrosion problems.

40. **Q: C. Passenger Door, Para. 2, page 7: 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.**

    A: This specification will remain as specified**.**

41. **Q: C. Passenger Door, Para. 2, page 7: We request in addition to Excell and Vapor that the Coach & Equipment [C&E] and A&M electric door operators be accepted as equal. The C&E is our own design. The A&M door operator can be viewed at this web link http://www.anmsystems.com/electric.htm.**

    A: Yes, A&M Door Systems are acceptable. The Coach & Equipment door is not acceptable.

42. **Q: C. Passenger Door, Para. 3, page 7: Please accept our standard front door toggle switch that meets these specifications in every regard except that it is not a different color. It is clearly identified and labeled.**

    A: This specification will remain as specified.

43. **Q: D. Passenger Step well, page 7: We request approval to provide our standard galvanized steel step well in lieu of stainless steel.**

    A: This specification will remain as specified. Only stainless steel is accepted due to past corrosion problems.

44. **Q: E. Interior, Para. 1, Page 8: In lieu of South CO Model #M1-61-1 latch, we request approval to provide our standard latch to hold the door positively closed. There are two [2] metal, knurled dial handles that can be turned/tensioned to tighten down the door. See photo below of compartment with two knobs.**

    A: This specification will remain as specified**.** The State has received complaints from transit agencies over the use of knurled dial handles as they had problems closing the door.

45. **Q: E. Interior, Para. 2, Page 8: We request approval to offer our standard "white" FRP interior bus body walls skins, in lieu of the light grey color requirement.**

    A: This specification will remain as specified.

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46. **Q: F. Flooring, Para. 4, page 9: We request approval of our standard flooring design where the RCA rubber floor meets the side wall at floor level in lieu of the design used by our competitor where the flooring extends up the sidewall to the seat rail. Our flooring is properly sealed and trimmed to make a water tight transition.**

    A: This specification will remain as specified.

47. **Q: F. Flooring, Para. 8, page 9: Due to changes on the Ford Chassis for model year 2009 we will "NOT" be able to offer a fuel sender access panel in the floor. Ford has moved the gas tank and fuel sender directly between the frame pucks for mounting cross members. We would be in violation of Ford QVM if we were to change the cross member mounting points. Please delete this requirement.**

    A: The State verified this change with Ford Motor Company. The access panel to the fuel tank sending unit can be removed; however, bidders are still required to provide an access panel to the reservoir fill/check areas.

48. **Q: G. Emergency Exits, Para. 2, page 9 & 10: We request approval of our standard galvanized steel door frame in lieu of stainless steel. Our emergency door design has evolved over the last several years to include new hinges, seals and construction to ensure proper corrosion protection.**

    A: This specification will remain as specified. Only stainless steel is accepted due to past corrosion problems.

49. **Q: K. Mud Flaps, page 11: We request approval to provide our standard front and rear mud flaps that do not include the inverted "T" bracket. We also request approval of our standard design which includes rear body but not front chassis wheel well rubber fender splash guards [see earlier request regarding splash aprons].**

    A: This specification will remain as specified.

50. **Q: N. Paragraph 1. Interior Mirror, page 12: Please accept our standard interior "convex mirror" which exceeds the 4" x 12" minimum requirements in lieu of the specified "flat mirror".**

    A: This specification will remain as specified.

51. **Q: 1. Driver's Seat, page 13: Please confirm that the Ford OEM driver's seat is also acceptable.**

    A: Yes, a Ford OEM driver's seat is acceptable if it meets or exceeds the RFP specifications.

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52. Q: 4. All Seats, page 14: To minimize misinterpretation please clarify what Level [Ex. 1, 2, 3, 4, 5, 6] fabric, cloth and vinyl, Michigan requires. It is our interpretation of these specifications that Level 4 Docket 90 fabric for the vinyl seats is required and that the seat bottom and back must be fully encapsulated. However, we have two concerns with this specification. We are told by our seat supplier that the CMI Dimensions cloth fabric specified does not meet Docket 90 as your specification requires. Synergy Level 6 cloth does meet Docket 90. Also, we wish to clarify that it is customary for the seat manufacturer to use its standard encapsulation backing fabric underneath the seat cushion bottom to completely enclose the cushion instead of using the same material all the away around the seat cushion. We request approval to provide standard Docket 90 seat backing material for encapsulation. Please confirm or clarify.

A: The reference to CMI Nanocide Dimensions is deleted. Yes, Synergy Level 6 is acceptable if it meets or exceeds specifications. Yes, the State will accept the manufacturer's standard encapsulation backing fabric underneath the seat cushion if it meets or exceeds Docket 90.

53. Q: 8. Exterior Lighting, Para. 2, page 18: Please accept our C&E standard license plate light in lieu of the specified Peterson Model M143C-MV with Peterson Model 150-40 bracket.

A: This specification will remain as specified.

54. Q: 8. Exterior Lights, Para. 3 Marker Lights, page 18: Please accept our standard armor protected LED oblong marker lights in lieu of the 2" diameter specified lights. Please see photo below.

A: This specification will remain as specified.

55. Q: 8. Exterior Lighting, License Plate Mounting Para. 7, page 18: Please accept our standard license plate mounting. See photo above in request 20.

A: This specification will remain as specified.

56. Q: U. HVAC, Rear Heater Para.3, page 19: Please accept our standard floor mounting arrangement of rear heater in lieu of requiring rubber or nylon insulators between the mounting base and the bus floor. See photo below.

A: This specification will remain as specified.

57. Q: U. HVAC, Rear Heater Hose Paras.4 & 7, page 19 & 20: In lieu of EPDM material hose, please accept our automotive grade rubber heater hose that does not require insulation and has sufficiently inherent insulating properties to not require an additional level of insulation as required in paragraph 7.

A: This specification will remain as specified.

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58. **Q: U. HVAC, Rear Heater Shut Off Valves Para.5, page 19: Please accept our standard shut off valve location. Valves are accessed from underneath the vehicle inside the frame rail about two feet behind the driver's seat mounting location.**

    A: This specification will remain as specified.

59. **Q: V. Windows, Para. 1, page 20: Please accept our standard windows which meet all applicable FMVSS requirements for automotive safety glass. We are not clear what is meant by "double density". Our windows are upper "T" sliders and are a single pane thick. Please also accept our driver's right side window which is single piece automotive safety glass meeting specifications but is not provided by Hehr or Kinro.**

    A: This specification will remain as specified. Please contact the glass manufacturer as referenced.

60. **Q: W. Paint: Please accept our white bus paint process as meeting the requirements of this entire section. We believe our process exceeds these requirements. Our paint process is described in a narrative enclosed with these requests.**

    A: This is acceptable if it meets or exceeds specifications.

61. **Q: X. Insulation, Para.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.**

    A: This specification will remain as specified.

62. **Q: Y. Type I Lift, Door Frame Para.3, page 22: We request approval of our standard galvanized steel door frame in lieu of stainless steel.**

    A: This specification will remain as specified. Only stainless steel is accepted due to past corrosion problems.

63. **Q: I. Battery, page 24 & 25: We request approval to provide:**

    a. **Two [2] Ford chassis OEM fully charged batteries in lieu of the specified Delco batteries, and**
    b. **Our gasoline powered bus one battery is located under the hood in the engine compartment and the other in the skirt mounted battery box in a stainless steel roll out tray, in lieu of both batteries in the skirt mounted battery box. For the diesel engine bus both batteries are located in the skirt mounted battery box with stainless steel slide out tray.**
    c. **The inside of our battery box is painted galvanized steel in lieu of being covered with an insulating material.**
    d. **Out standard D Ring pull style battery compartment door latches in lieu of the specified SouthCo Model #M1-61-1. See photo below.**

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A: a. Please refer to the answer for Question #15.
b. This specification will remain as specified. All batteries are to be located in the stainless steel slide-out tray.
c. This specification will remain as specified. Only stainless steel is accepted.
d. The specification for latches will remain as specified.

64. Q: J. Battery Cable and Grounds, page 25: We request approval of our standard cabling and grounding which meets the intent of these specifications and as provided in previous contracts. A description of our electrical system is enclosed with these requests. We are able to provide detailed wiring diagrams upon request.

A: This is acceptable if it meets or exceeds specifications.

65. Q: K. Alternator, Page 26 & 27: We request approval to provide a 195 Amp alternator that will meet the power requirements of this bus as specified. Effective with model year 2009, Ford introduced a high capacity 195 amp alternator compatible with the 6.8L gasoline engine that is warranted by Ford. Requiring a 200 Amp alternator would require bidders to use an aftermarket alternator. Reducing the requirements for the alternator by 5 amps gives them the full coverage of the ford bumper to bumper warranty.

A: Please refer to the answer to Question #16.

66. Q: L Fast Idle, Page 27: We propose to offer the InterMotive AFIS listed in the specifications. Please note that this system does not include a manual switch as specified but is instead fully automatic.

A: This is acceptable if it meets or exceeds specifications.

67. Q: O. Hazard Flasher, page 27: We request approval to provide the Ford chassis standard location on the column and Ford OEM flasher in lieu of the specified dash location and suggested sources.

A: Please refer to the answer to Question #17.

68. Q. Suspension, MorRyde Para.2, page 28: Please delete the requirement for an aftermarket add on rear suspension system and accept the Ford OEM suspension system. We are experiencing an inordinate number of warranty claims when using any of the aftermarket add-on rear suspension systems that offer little if any advantage in ride quality. To assist with load leveling of the vehicle we are able to offer in lieu of an after market rear suspension system, our C&E spacer block that is added to the lift side of the buses rear suspension.

A: This specification will remain as specified.

69. Q: S. Wheels, page 28: Please accept Ford OEM standard valve stems in lieu of the stainless or brass specified.

A: This specification will remain as specified.

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70. **Q: W. Radiator and Cooling System, page 28: Please accept the standard cooling system that comes on the Ford OEM chassis which is a belt driven fan, in lieu of a clutch-type fan.**

    A: This specification will remain as specified.

71. **Q: B. Electrical, Lift Protection Para. 1, page 31: Please accept our fuse protected lift circuit in lieu of requiring a manual reset circuit breaker. This fuse is located in the battery box and not under the hood.**

    A: This specification will remain as specified.

72. **Q: B. Electrical, Panels Para.4, page 31: We do not use the RC Tronics system. Our electrical engineers have designed our own electrical system. Please see an explanation of our electrical system attached.**

    A: Yes, if it has a lifetime warranty and meets or exceeds specifications, then it is acceptable. The RC Tronics system has a lifetime warranty.

73. **Q: B. Electrical, Panels Para.7, page 31: We do not use a constant solenoid or a master switch in our electrical system. We request approval of our electrical system. See wiring diagrams attached. Please approve.**

    A: This specification will remain as specified.

74. **Q: Option F. Engine Shutdown System, page 37: We request that this requirement be deleted. The Murphy system is an aftermarket system not supported by the chassis OEM. The diesel engine has its own built in protection system that is standard on the Ford OEM diesel chassis.**

    A: This specification will remain as specified.

75. **Q: A. Vehicle Information Furnished, Para. 7 DVD, page 41: We request that this requirement be deleted.**

    A: This specification will remain as specified.

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76. **Q: 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 in the process of ISO certification. We estimate that it will take us approximately 9 - 10 months to receive our 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.**
    A: The State has acknowledged your comment.

77. **Q: This letter is being written to request an approved equal status for the A&M door actuator/control and the A&M door leafs. This change is being requested by ElDorado National as a result of Vapor Industries 2005 decision to eliminate the model that they had been providing to ElDorado National. This change was allowed for both of the following prior contracts and the product has performed well: Medium Duty Bus Contract No. 071B4200165 and Small Bus Contract No. 071B5200049.**

    A: Please refer to the answer to Question #41.

78. **Q: Pages 14 & 15 of the specification: The Specifications call for the seat foam to be encapsulated. Does the State require the bottom of the seat cushion to match the seat fabric or can a more cost effective material be utilized? If matching is required, this is an increased cost dependent upon which fabric/vinyl chosen.**

    A: Please refer to the answer to Question #52**.**

79. **Q: Pages 14 & 15 of the specification: This is just a point of clarification from Freedman regarding Section 4(a)(7) – CMI Nanocide Dimensions is a vinyl not fabric and is not Docket 90 material. This should be removed as a cloth suggested source according to Freedman Seating.**

    A: Please refer to the answer to Question #10**.**

80. **Q: Pages 14 & 15 of the specification: Is Synergy an acceptable D-90 fabric for this procurement? Supporting information attached.**

    A: Please refer to the answer to Question #52**.**

81. **Q: Page 17 of the specification: Does the State require LED interior courtesy lights?**

    A: Yes, LED interior courtesy lights are required.

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82. Q: This is a request for an approved equal status for the new Eldorado National battery box latches: Eldorado is continually making product improvements. Such is the case with our new Battery Box Latches. Part number is E3-57-52. Our new latches are still a SouthCo product as stated in the specification, however the new latches provide a superior functionality and longer life expectancy than the M1-61-1 due to the material used (Stainless Steel) and its corrosion resistant properties. We would like to request that the State specification include the new and improved latches we are now using as standard equipment on our buses as an approved equal.

A: This specification will remain as specified.

83. Q: Section VI.A OPTION A ONLY – AIR CONDITIONING SYSTEM:

a. Q: Sub-section 3: "The condenser coil shall be copper tube" Carrier's new Microchannel condenser coil consists of ALUMINUM tubing which is superior in heat transfer (more primary surface area), and corrosion resistance (due to removal of the galvanic couple and the inclusion of the zinc plasma coating) to the specified copper tubing. We will require an exception to this wording and request the inclusion of: "copper <u>or aluminum</u> tube…" into the specification. (supporting documentation attached)

A: Please refer to the answer to Question #27.

b. Q: Sub-section 2. – Compressor; Sub-section 3. – Condenser, and Sub-section 4.a. – Evaporators: change the listed suggested source company name from A.C. Industries to Carrier Transicold. A.C. Industries was purchased by Carrier Corporation in 1991.

A: Please refer to the answer to Question #28.

c. Q: OPTION B – Sub-section 2. – if we provide our new model K-410 roof mounted condenser; which is only 5.71" high vs the old KR-3 model which is 10.58" high, do we still need to bid a separate branch guard?

A: Please refer to the answer to Question #29.

d. Q: Section VII. C. Air Conditioning Certification: We are requesting that the State revise the requirement for an INDEPENDENT lab test for the heating/cooling in favor of one done at ENC or Carrier. This would provide a cost savings since an independent test costs approximately $5,000 and would require contracting, scheduling, etc with an outside firm which might hold up pilot completion/sign off.

A: This specification will remain as specified.

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84. **Q: This is a request for clarification on Article 1.0708 Security: The driver security background check has not been a requirement in the past for the delivery of buses and represents a significant expense to the contractor. As the drivers are not entering government buildings/facilities, but simply delivering the vehicle(s), we are asking that the security background check requirements be waived.**

    A: Article 1.0708 Security has been deleted from the RFP document.

85. **Q: Page 15, Section 1.062 Price Term: Will you consider an escalation clause on the body in addition to the changes in the chassis equipment? Prices have been extremely volatile recently and almost impossible to project. We ask that you consider an escalation clause based on the PPI that would allow a price adjustment after a period of time. Proposed language is attached for your consideration.**

    A: This clause will remain as stated.

86. **Q: Page 41, Section 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.**

    A: This is acceptable to the State.

87. **Q: Page 1, Section I. Purpose: Will you consider allowing buses to exceed 95% of the spring capacity as long as the bus will not exceed the GAWR and GVWR of the chassis? Some of the seating plans will exceed the 95% of the spring capacity if all of the options were selected, however, the bus weights will not exceed either the GAWR or the GVWR limitations.**

    A: This specification will remain as specified.

88. **Q: Page 1, Section 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? Sample plans are attached.**

    A: Please refer to the answer to Question #5.

89. **Q: Page 3, Section B. Body Structure and Exterior Panels, sub-sections b, c, d, f, and h.:**
    a. **We use both galvanized and aluminized steel in our structure. Is this acceptable?**

       A: This is acceptable if it meets or exceeds the specifications.

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b. **We request approval to coat only the welded areas of the structure with a corrosion resistant coating.**

   A: This specification will remain as specified.

c. **Box tubing used in our floor structure is either galvanized or aluminized on the interior. We request that this treatment be accepted in lieu of the coating requirements in Section II. M.**

   A: This specification will remain as specified.

d. **Will you accept our standard steel skin that is .020 (25-gauge) steel, two sides galvanized, in lieu of 20-gauge galvanized steel? The use of 20-gauge material will add unnecessary weight to the bus.**

   A: This specification will remain as specified. There have been issues with warping/bowing in the siding in the past.

e. **We use coated screws for fastener retention in panels and screws and battens on ceiling panels. Approval is requested.**

   A: This specification will remain as specified.

f. **We use self-threading screws to retain the rubrail and No. 8 plated, self-threading bolts for the splash guards. Is this acceptable?**

   A: Yes these are acceptable if it meets or exceeds the specifications.

g. **We request approval for a 3/16", +/- 1/16", frame clearance. This installation is acceptable to our window supplier.**

   A: This specification will remain as specified.

90. **Q: Page 7, Section C. Passenger Door, 2.: We request approval to provide a door system supplied by A&M. The system meets all specification requirements.**

    A: Please refer to the answer to question #41.

91. **Q: Page 9, Section 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.**

    A: This specification will remain as specified.

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92. Q: Page 10. Section G. Emergency Exits, 2.: We request approval to provide a gas prop in lieu of a sliding door stop to maintain the door in the open position. Is this acceptable?

A: This specification will remain as specified.

93. Q: Page 10. Section G. Emergency Exits, 2.: We use a purchased door that has an FRP skin on both side of the door. Please approve.

A: This is acceptable if it meets or exceeds the specifications.

94. Q: Page 12. M. Undercoating/Rustproofing 2.: All box tubing will be either aluminized or galvanized steel on the interior and exterior. We propose this method of rustproofing in lieu of an alternate corrosion resistant material. Approval is requested.

A: This specification will remain as specified.

95. Q: Page 13. Section P. Driver's Seat, 1a: The driver's seat will be mounted on the chassis OEM seat base. We cannot modify the base, so it will provide the adjustments as supplied by the chassis manufacturer. Please acknowledge.

A: This is acceptable if it meets or exceeds the specifications.

96. Q: Page 15. Section 4. All Seats, (7): The suggested CMI Nanocide Dimensions is a vinyl that does not meet Docket 90. We propose to use LaFrance Synergy fabric which can be seen on the Freedman Seating Co. web site.

A: Please refer to the answer to question #10.

97. Q: Page 15. Section 4. C. Seats General, (2): Is the integrated child restraint to have two child restraints, or a single CRS and a companion seat?

A: The integrated child restraint has a single child restraint with a companion seat.

98. Q: Page 16, Section Q. Handrails, Stanchions, 1.: We propose to use fittings and brackets constructed of stainless steel rather than yellow coated steel. Please approve.

A: This specification will remain as specified.

99. Q: Page 18, Section S. Exterior Lighting: Please delete the requirement for voltage regulated lamps as this feature is only available from one of the suggested sources listed.

A: This specification will remain as specified.