



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. Allegan St., Lansing, Michigan 48913
 P.O. Box 30026 Lansing, Michigan 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **220000000793**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Transportation Equipment Sales Corp.
	6401 Seaman Road, P.O. Box 167230
	Oregon, OH 43618
	Blair Taseff
	(440) 653-0193
	btaseff@tescobus.com
	VS0068060

STATE	Program Manager	Jeff Turner	MDOT
		(517) 335-3282	
	Turnerj3@michigan.gov		
	Contract Administrator	Yvon Dufour	DTMB
(517) 249-0455			
dufoury@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Accessible Passenger Vehicle - Modified Minivan			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
May 1, 2022	April 30, 2024	2, one year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B. Destination			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #220000000793. Orders for delivery will be issued directly by the Department in accordance to Schedule A, section 5.1 Authorizing Document.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$17,000,000.00

FOR THE CONTRACTOR:

Transportation Equipment Sales Corp.
Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Chelsea Lugibihl – Category Director
Name & Title

DTMB Procurement
Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Transportation Equipment Sales Corporation (“**Contractor**”), an Ohio corporation. This Contract is effective on 5/1/2022 (“**Effective Date**”), and unless terminated, expires on 4/30/2024.

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when

verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 284-6996	Jeff Pappas 6401 Seaman Rd. Oregon, OH 43616 jpappas@tescobus.com 800-227-3572

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 st Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Jeff Pappas 6401 Seaman Rd. Oregon, OH 43616 jpappas@tescobus.com 800-227-3572

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Jeff Turner 425 W Ottawa St Lansing, MI 48908 turnerj3@michigan.gov 517-335-1700	Blair Taseff 6401 Seaman Rd. Oregon, OH 43616 btaseff@tescobus.com 440-653-0193

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or otherwise result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Garagekeepers Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Garagekeepers Legal Liability coverage.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

- 7. Administrative Fee and Reporting.** Contractor must pay an administrative fee of .25% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Reserved.**

- 9. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 14. Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must

be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 17. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.
- 18. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 19. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges.

The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined

that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by

Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.
- 28. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is

not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

- 29. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 30. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 31. Reserved.**
- 32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to 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 responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be

restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Reserved.

34. Reserved.

35. Reserved.

36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as

described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 38. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Reserved.**
- 41. Reserved.**
- 42. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 43. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 44. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 45. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

46. Force Majeure. Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

47. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

49. Website Incorporation. The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

50. Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Specifications
Schedule C	Federal Clauses
Schedule D	Affidavit For Driver Delivery
Schedule E	Authorized Michigan Transit Agencies
Schedule F	Equipment Checklist

Schedule G	Pricing
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51. Entire Agreement and Order of Precedence. This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

52. Severability. If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

53. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

54. Survival. The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

55. Contract Modification. This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

FEDERAL PROVISIONS ADDENDUM

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations

([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

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

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

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.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided

by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

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.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

1. **Access to Records.** The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA 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
 - b. 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

- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

3. DHS Seal Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 influencing or attempting to influence 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.
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 section 1352, title 31, U.S. Code. 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.

The Contractor, **enter contractor name here**, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 220000000793

Accessible Passenger Vehicle

BACKGROUND

This contract is used to provide funding to authorized transit agencies in Michigan for the purchase of Accessible Passenger Vehicles.

SCOPE

The Contractor must provide Accessible Passenger Vehicles per **Schedule B – Specifications** and all other requirements of this solicitation.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

- A.** Contractor must provide an Accessible Passenger Vehicle (APV) per **Schedule B, Specifications** for Modified Minivan.
Brands or trade names are for identification purposes only and do not limit the Contractor to such brands or trade names.
- B.** 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 vehicle (location to be approved by the State).
 - a.** The Contractor shall be capable of handling final inspection and corrections required by the State prior to acceptance of the minivan after a contract is awarded.
 - b.** The Contractor must provide parts and service for a period of seven (7) years after the vehicles have been placed in service throughout the State of Michigan. The Contractor must supply body replacement parts within five (5) business days of a request by a transit agency unless the Contractor notifies the transit agency that the part is not available for shipment and provides the shipping date when the part will be available.
 - c.** Regardless of options and seating plan ordered, the Contractor shall certify that all vehicles delivered shall not exceed the GVWR of chassis as bid (determined by engineering calculated loaded vehicle axle weights). Manufacturers shall comply with the chassis company's quality vehicle manufacturing program such as Ford's Quality Vehicle Modifier (QVM).

Brands or trade names are for identification purposes only and do not limit the Contractor to such brands or trade names.

1.1.1. Alternate Products and Equipment

- A.** In the **Schedule B, Specifications** for Modified Minivan wherever brand, manufacturer, or product names are referenced it is included only for establishing a description of the minimum quality required for an item. This inclusion is not to be construed as advocating or prescribing the use of a particular brand, product, or item.

1.2. Warranties

The Contractor must provide warranties per **Schedule B, Specifications** for Modified Minivan, section VII. A.

Chrysler Voyageur warranty is:

- 1) Three (3) years/36,000 miles bumper to bumper.
- 2) Five (5) years/60,000 miles on powertrain.
- 3) Three (3) years/36,000 miles on conversion warranty.

In the event of a warranty issue, the customer should call the Contractor's **toll-free number (800-227-3572)** before taking the vehicle to a service facility. All buses/vans will be delivered with a document stating the warranty procedure.

For repairs or replacements on upfitted components from FR Conversions, the Contractor's customer service team will quickly direct them to the proper service facility based on the issue. If a customer has a service facility that they prefer, the Contractor's customer service department shall request permission for the customer to use that facility. This also applies to customers that have their own in-house service department.

The service facility must contact the Contractor prior to making the repairs to obtain authorization. After authorization is received, the service facility can make the repairs and bill the Contractor for the warranty work. The Contractor can provide warranty parts needed.

The OEM chassis warranty is provided through any OEM chassis dealer authorized to perform warranty work. The OEM chassis dealer will warrant the vehicle regardless of owner. All aftermarket upfitted component warranties will pass through to the State.

When warranty related service is performed for any non-chassis issue, the service facility will bill the Contractor directly and the Contractor will reimburse the facility. For Chrysler chassis related issues, the Chrysler dealer will bill the OEM directly.

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1.3. Recall Requirements and Procedures

If there is an official recall on the Chrysler van or a major component of the van, FR Conversions, Chrysler or the major component manufacturer will send a notice directly to all transit agencies which may be affected. This is done in accordance with NHTSA regulations on timeliness and methodology. The Contractor will also be notified of the recall.

The letter from the manufacturer will instruct the transit agency on how to get the problem corrected and when the remedy will be available.

The Contractor will then work with each transit agency in getting their vehicles rectified in the fastest manner possible. Depending on the recall, the agencies will send the vehicle to the closest service facility or possibly perform the work themselves and provided reimbursement for the service. Also, the manufacturer and/or a contractor's field technician may come to the transit agency to perform the repairs.

1.4 Quality Assurance Program

All activity relating to vehicle transactions are tracked using the Contractor's in-house ERP system, their web-based issue tracking system, or email. This includes all significant information including but not limited to build order, tracking dates, and contact information are stored in our ERP system. At multiple points in the vehicle transaction, the vehicle order is reviewed by separate Contractor's team members for accuracy.

For every state contract, the Contractor creates an Inspection and Delivery Process Document. This document lists all contract specific items that may differ from normal processes. All items listed on this document are referenced daily by the Contractor.

1.5 Incentives

Contractor will offer trade-in pricing to any agency wishing to trade their current vehicles. Factory tours are available to potential customers.

The Contractor provides in-house leasing.

The contractor will also provide discounted pricing for volume orders of over twenty identical vehicles.

2. Service Requirements

2.1. Timeframes

All Contract Activities must be delivered within 210 business days from receipt of order. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

2.2. Delivery

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

The vehicle will be driven to the final destination and delivery will be scheduled with the Ordering Entity.

2.3. Technical Support and Repairs

The Contractor must specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST.

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2.4. Training

The Contractor will provide training when necessary, including but not limited to, aspects of ordering, shipping, billing, receiving, and vehicle maintenance. At the request of the State, the Contractor will provide in-service training on products, installation, and product safety issues. The Contractor will also provide training jointly with the Ordering Entity as needed during the period covered by the Contract at no additional charge.

A Contractor representative will travel to the Michigan transit agencies to offer training on all aspects of ordering, shipping, billing and receiving.

TESCO drivers can provide onsite vehicle orientation at the time of delivery for all MDOT authorized agencies.

The Contractor is willing to offer one or more annual training seminars to all Michigan transit agencies which desire to attend. The Contractor will provide field technical service representatives for the FR Conversions upfit and the air conditioning system, if needed, along with the Contractor's own technicians and ordering processing staff.

2.5 Reporting

The Contractor must submit to the Program Manager quarterly reports which include agency name, vehicle(s) purchased, options, price, date ordered, date delivered, funding used: (Federal/State/Local).

The contractor's ERP system provides reporting on the status of bus orders in any stage of the transaction at any time. The Contractor will supply the reports requested in this section on a quarterly basis or whenever requested by the State. The reports can be made available in multiple formats including but not limited to Excel, PDF, HTML or other web services-based applications.

2.6 Meetings

Meetings requested by the State include, but are not limited to, the pilot and production meetings as required per Section 7 - Acceptance, Inspection and Testing.

The State may request other meetings as it deems appropriate.

3. Staffing

3.1. Contractor Representative

The Contractor must appoint Service Manager specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

3.2. Key Personnel

The Contractor must appoint one individuals who will be directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

Contractor's Key Personnel must be available during the following times: 8:00 am to 5:00 pm.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform.

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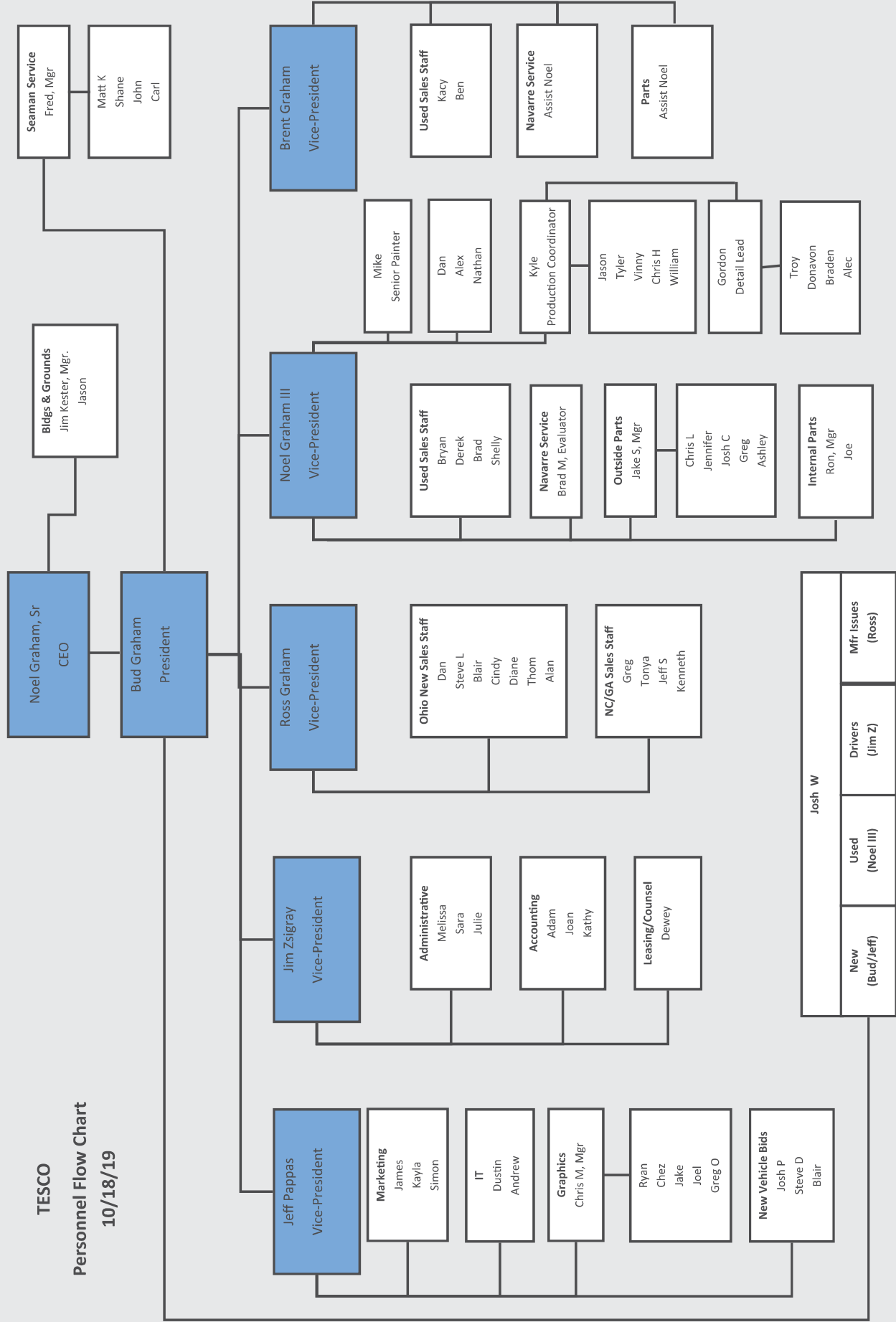
3.3. Non-Key Personnel

The Contractor must notify the Contract Administrator at least 10-calendar days before removing or assigning non-key personnel.

3.4. Organizational Chart

TESCO

**Personnel Flow Chart
10/18/19**



3.5. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to contact the Contractor Representative who must be available for calls during the hours of 8 am to 5 pm EST Monday through Friday, at a minimum. Identify customer service availability for this proposal by hours and days of the week.

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Toll Free 800-227-3572
Monday-Friday – 8am-5pm EST

3.6. Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm EST Monday through Friday, at a minimum. Identify availability for this proposal by hours and days of the week.

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3.7. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor. Of the total contract, the price of the subcontractor's work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Contractor must provide detailed information as requested in the requirement(s):

3.8. Security

The Contractor will be subject the following security procedures:

The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

The Contractor uses their own pool of employed drivers. All of their drivers are submitted to regular and random background checks for CDL requirements. The drivers all have Contractor branded attire.

4. Pricing

4.1. Price Term

Pricing is firm for the entire length of the Contract with exceptions per section "4.2 Price Changes".

4.2. Price Changes

A. Pricing is firm for a 365-day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments for changes in the chassis manufacturers OEM standard equipment may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period subject to **D.**, and **E.** of this section.

Adjustments for changes in federal regulations may be submitted at any time during the contract term subject to **C.**, **D.**, and **E.** of this section.

B. The Ordering Entity shall receive the benefit of any decreases in the cost incurred by the Contractor. If the chassis manufacturers OEM standard equipment pricing increases during the Contract period by more than one hundred dollars (\$100.00), the 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 Contractor's cost. Additionally, it shall be the Contractor's responsibility to provide written notice to the State of its qualification for price reductions.

C. If changes in federal regulations affect the cost of the Modified Mini-vans during the Contract period by more than one hundred dollars (\$100.00), the Contractor may request a price revision to reflect the actual cost increase experienced. The request must be accompanied by evidence that the change actually affected the Contractor's cost.

D. 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 canceled.

E. Per Federal Transit Administration (FTA) requirements, a cost or price analysis is required for all price changes.

- i.** The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.
- ii.** Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.
- iii.** In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that change may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.
- iv.** If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one-year option, if available.
- v.** If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.

- vi. Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Purchase Order from the authorizing transit agency.

5.2. Order Verification

The Contractor must have internal controls approved by Central Procurement Services to verify abnormal orders and to ensure that only authorized individuals place orders.

All orders are reviewed for potential mistakes or corrections that need to be made prior to ordering. If needed, the Contractor may assist the agency with proper ordering procedures.

The Contractor audits for authorized purchasers by using the State provided list of approved purchasers.

5.3. Quantity

The State is not obligated to purchase in any specific quantity. The estimated quantity to order shall be one (1) vehicle. The estimated quantity of production vehicles shall be 250 Modified Mini-vans.

6. Delivery

6.1. Delivery Programs

The Contractor will be permitted to drive vehicle(s) to final destinations in compliance with the "Schedule D - Affidavit for Driver Delivery", however, the affidavit must be completed and submitted with the Contractor's proposal.

- A.** Delivery must be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday ONLY, excluding Holidays.
- B.** The Contractor agrees and will pay the Ordering Entity if they pick the vehicle up at the Contractor's location. The rate will be equal to the rate paid to the Contractor's drivers plus provide or reimburse the cost of gasoline/fuel.
- C.** The vehicle will be driven to the final destination and delivery will be scheduled with the Ordering Entity.

6.2. General Delivery

The State and/or the Ordering Entities have the right to refuse vehicle delivery if the following conditions are not met. For the delivery of all units that may be released against the Contract the following must apply:

- A.** The Contractor should produce the pilot model as the first Modified Mini-vans ordered by the State for its transit agencies.
- B.** The Modified Mini-vans should be:
 - i. air conditioned
 - ii. the largest size on request by the transit agencies.
- C.** All necessary testing and equipment placement should be performed on the pilot models before final inspection/acceptance by the State.

- D. The pilot model should serve as a standard for the following units as ordered but should not relieve the Contractor from an obligation to manufacture all units in compliance with all specifications.

7. Acceptance

7.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities:

- A. The Contractor shall complete all corrections required by the State or Ordering Entity prior to delivery and final acceptance.
- B. Delivery of Production Chassis to the Body Manufacturer should be within 120 days after the Pre-Pilot Model Meeting.
- C. Exact Production for Delivery Due Dates will be determined by the delivery schedule, plus (+) seven (7) calendar days from issue dated indicated on the Purchase Order. Delivery should be at the rate of one (1) unit per week minimum until completion of the quantity ordered.

7.2. Inspection

A. Pilot, Production Model and Plant Inspections:

- i. Pilot Model Review Meeting at the Manufacturer's facility, or at a mutually agreed upon location, shall be conducted within thirty (30) calendar days from the date of the Purchase Order.
- ii. Pilot Model 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.
- iii. Periodic Production/Plant Inspections, by the Michigan Department of Transportation, Office of Passenger Transportation include two (2) per contract period.
- iv. Final inspection shall be made at a site(s) as agreed upon by the Contractor and the ordering agencies. The Contractor should be capable of handling final inspection and corrections required by the State prior to acceptance of the Modified Mini-vans after a Contract is awarded. The Contractor should be responsible for transportation (air fare, rail fare, car rental, taxi, or mileage), lodging, parking expenses, meals, and tips for up to three (3) individuals, as determined by the Michigan Department of Transportation, Office of Passenger Transportation, for involvement in any of the above pilot model and production schedule review or plant inspections. All travel expenses should be based on the DTMB, Vehicle and Travel Services Schedule of Travel Rates for Classified and Unclassified Employees Effective January 1, 2011 or subsequent updates. http://www.michigan.gov/dmb/0,4568,7-150-9141_13132---,00.html

7.3. Testing

A. Testing - Prior to delivery, the Contractor must certify that:

- i. All quality assurance activities have been completed.
- ii. All applicable testing has been completed.
- iii. All material deficiencies discovered during the quality assurance activities and testing have been corrected.

The Deliverable or Service is in a suitable state of readiness for the State's review and approval.

B. If a Deliverable includes installation at the Ordering Entity location the Contractor must:

- i. Perform any applicable testing.
- ii. Correct all material deficiencies discovered during the quality assurance activities and testing.
- iii. Inform the State that the unit is in a suitable state of readiness for the State's review and approval.

C. To the extent that testing occurs at the Ordering Entity's location personnel are entitled to observe or otherwise participate in testing.

7.4. Final Acceptance

Final Acceptance is when the project is completed and functions according to the requirements listed in all previous sections of this document. Any intermediate acceptance of sub-Deliverables does not complete the requirement of Final Acceptance.

The State and /or the Ordering Entity have the right to refuse vehicle delivery when the conditions listed above are not met.

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must include: **(a)** date; **(b)** purchase order number; **(c)** contract number; **(d)** quantity; **(e)** description of the Contract Activities; **(f)** line items for up-fitting options **(g)** unit price; **(h)** shipping cost (if any); and **(i)** total price; **(j)** Ordering Entity; **(k)** VIN number.

8.2. Payment Methods

The Ordering Entities will make payment for Contract Activities to the Contractor.

8.3. Procedure

The Ordering Entities have been instructed to make immediate inspection on receipt of units and to process payment documents promptly. Payments, however, will be delayed if the Modified Mini-vans fails to comply with specification requirements. Therefore, it is incumbent upon the Contractor to close pre-delivery inspection in accordance with the contract requirements.

9. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

- The State is entitled to collect \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.
- The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

10. Additional Requirements

10.1. Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

10.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

10.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

10.4. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

11. Service-Level Agreements (SLAs)

A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	<p>All orders must be delivered within 210 calendar days of receipt of order</p> <p>AND</p> <p>The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.</p>

SLA Metric 1. Timely Deliveries	
Acceptable Standard	<ol style="list-style-type: none"> 1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.2. 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time. 3. Items, brands, and quantities delivered will match the Order Confirmation exactly. 4. Signed and dated shipping documentation will be provided to the Agency at the time of delivery. 5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager. 6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate. <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> 1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

SCHEDULE B
STATE OF MICHIGAN
OFFICE OF PASSENGER TRANSPORTATION
SPECIFICATIONS FOR
ACCESIBLE PASSENGER VEHICLE (APV)
MODIFIED MINIVAN

I. PURPOSE OF SPECIFICATIONS

A. Modified Chassis - These specifications are setting forth the minimum requirements for a two-axle commercial vehicle modified chassis equipped with a commercial wheelchair ramp. The vehicle must be capable of providing public transportation for a minimum of three (3) ambulatory passengers while accommodating two (2) passengers seated in mobility aids, in addition to the driver. Maximum ambulatory capacity (without a passenger in a mobility aid) is seven (7) passengers using fold-a-way seating. As a minimum, vehicles must meet all applicable Michigan Motor Carrier Vehicle Codes, all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Americans with Disabilities Act (ADA).

A Modified chassis manufacturer shall provide the Altoona test report of this vehicle at time of bid. The vehicle shall be fully tested at the Penn State/Thomas D. Larson Pennsylvania Transportation Institute – the Altoona Research and Testing Center and must certify the following with a copy of the “Altoona Test Report”:

The vehicle model(s) offered is a 4 year/100,000-mile service life category.

II. CHASSIS SPECIFICATIONS

A. Modified Chassis:

The base vehicle for the modification shall be a front-wheel drive, commercial minivan (Suggested Source: Chrysler Voyager). Conversion of a vehicle by modifying the existing sidewalls and floor shall require equivalent construction that maintains original equipment manufacturer (OEM) structural integrity. All metal components that are added shall be welded by qualified operators.

The floor shall be lowered from the front of the dashboard to the rearmost passenger seat to meet minimum ADA door opening height requirement (56”) with a minimum of 60” at the vehicle center of the interior roof. The width of the floor shall extend from side doorsill to side doorsill. There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening requirement. The floor deck may be integral with the basic structure or mounted on the structure securely to prevent chafing or horizontal movement. Suggested Sources: Braun Commercial Entervan.

INTRUCTIONS: Where applicable, Bidder should specify either suggested source or pre-approved alternate or provide detail for all items.

Specification Requirement	Suggested Source or Pre-Approved Alternate
A. Wheelbase shall be 121”, minimum	The Chrysler Voyager wheelbase is 121.7”
B. Chassis shall not exceed 203.8” in length.	The Chrysler Voyager length is 199.25”
C. <u>Engine:</u> 3.6L V-6 24V VVT UPG I w/ESS or equivalent	The Chrysler Voyager complies with this spec.
D. <u>Transmission:</u> Nine (9) speed automatic transmission with overdrive	The Chrysler Voyager complies with this spec.
E. <u>Tilt Wheel / Power Steering:</u> Vehicle shall be equipped with power steering and a telescopic and tilt steering column. The steering column shall be adjustable for various up and down positions.	The Chrysler Voyager complies with this spec.
F. <u>Alignment:</u> The vehicle shall have a four-wheel alignment at final point of inspection, just prior to delivery.	Per addendum 1 the alignment will be completed by the manufacturer.
G. Chassis GVWR: 6,000-lb, minimum, the vehicle as converter shall not exceed the OEM chassis GVWR when fully loaded.	The 6,055 GVWR of the Chrysler Voyager will not be exceeded.
H. <u>Alternator:</u> Vehicle shall be equipped with heaviest duty alternator available, 180 amp minimum	The Chrysler Voyager complies with this spec.
I. <u>Battery:</u> Vehicle shall be equipped with heaviest duty battery available - 12 Volt, 650 Cold Cranking Amp (CCA), minimum with run down protection, auxiliary battery, 200CCA minimum	The Chrysler Voyager complies with this spec.
J. <u>Brakes:</u> Foundation brakes shall be a power-actuated four-wheel disc type, anti-lock braking system. The system shall be the heaviest-duty available for stop and go operation. Brake system shall include factory OEM electric park brake and dash warning light and a low brake fluid warning system provided by chassis manufacturer.	The Chrysler Voyager complies with this spec.

<p>K. <u>Fuel tank capacity:</u> Vehicle shall be equipped with the largest available from manufacturer, 19 gallon minimum. Tank, fuel lines and hardware must meet all current FMVSS, including FMVSS 301, as well as all current CARB and EPA requirements and must be OEM equivalent in connection types. Fuel level remaining in tank shall be calibrated with the OEM dash fuel gauge.</p>	<p>The Chrysler Voyager complies with this spec with a 19 gallon fuel tank.</p>
<p>L. <u>Daytime running lights:</u> The vehicle shall be equipped with OEM daytime running lights</p>	<p>The Chrysler Voyager complies with this spec.</p>
<p>M. <u>Back-up camera system:</u> The vehicle shall be equipped with OEM back-up camera system meeting FMVSS 111</p>	<p>The Chrysler Voyager complies with this spec.</p>
<p>N. <u>Hazard Flasher:</u> The vehicle shall be equipped with OEM hazard flasher switch</p>	<p>The Chrysler Voyager complies with this spec.</p>
<p>O. <u>Speed/Cruise Control:</u> The vehicle shall be equipped with OEM Speed/Cruise Control</p>	<p>The Chrysler Voyager complies with this spec.</p>
<p>P. <u>Shock absorbers:</u> The vehicle shall have gas filled shock absorbers front and rear, most heavy duty available from manufacturer.</p>	<p>The Chrysler Voyager complies with this spec.</p>
<p>Q. <u>Suspension:</u> 1) The vehicle will retain the complete OEM front suspension and components. Rear suspension must be capable for the payload identified. Spacers may be added to front and/or rear suspension to maintain ground clearance and ADA requirements. There must be a minimum of five (5) inches clearance between the break-over angle position of the vehicle exhaust pipe and level ground.</p>	<p>The FR Conversions conversion complies with this spec.</p>
<p>2) The vehicle shall meet all ADA requirements for entry when a ramp is utilized.</p>	<p>The FR Conversions conversion complies with this spec.</p>
<p>3) Vertical damping of the suspension shall be accomplished by OEM shock absorbers that shall maintain their effectiveness for at least standard OEM warranty period without repairs in normal service.</p>	<p>The FR Conversions conversion complies with this spec.</p>
<p>4) Suspension system components shall be matched and tuned to provide maximum load capacity, ride quality, stability, and desirable steering and handling characteristics. The vehicle shall be tested to FMVSS 126 Electronic Stability Control Test.</p>	<p>The FR Conversions conversion complies with this spec.</p>
<p>R. <u>Exhaust:</u> Any modification to the exhaust system shall be made with stainless steel. Exhaust system shall exit to the rear of the vehicle. Any added exhaust hangers shall be the same as used by OEM.</p>	<p>The FR Conversions conversion complies with this spec.</p>
<p>S. <u>Wheels & Tires:</u> 1) <u>Wheels:</u> The Vehicle shall be equipped with 17-inch by 7.5-inch wheels, minimum. Manufacturer standard mounting.</p>	<p>The FR Conversions conversion complies with this spec with 17" x 7" aluminum wheels.</p>
<p>2) <u>Tires & Jack:</u> All tires (4) shall be from the same manufacturer and be all season, tubeless, steel radial, black wall. The tires shall be the largest size available from the vehicle manufacturer to meet the GVWR rating. Body modifications shall not affect OEM jack operation.</p>	<p>The FR Conversions conversion complies with this spec with 235/65R17 all-season tires.</p>
<p>3) <u>Wheel Covers:</u> All vehicles are to be equipped with wheel covers.</p>	<p>Per Addendum 1 the vehicle has aluminum wheels.</p>
<p>T. <u>Windshield Wipers / Horn:</u> Electric wipers shall be two-speed, delay style, dual jet washers (electric), with OEM standard arms and blades. 1) Wiper/washer-rear glass 2) Horn: OEM standard</p>	<p>The Chrysler Voyager complies with this spec.</p>
<p>U. <u>Radiator and Coolant System:</u> The vehicle shall be equipped with the maximum size available from the OEM, including the heaviest duty radiator with 50/50 anti-freeze protection, to -30°F.</p>	<p>The Chrysler Voyager complies with this spec.</p>
<p>V. <u>Fluids:</u> Fluids shall be checked and filled from inside front hood</p>	<p>The Chrysler Voyager complies with this spec.</p>

where applicable. Engine oil fill/check and coolant fill/check shall be located for easy access.	
W. <u>Line Protection</u> : All metal, plastic, and rubber fluid lines beneath the vehicle that are altered or exposed as a result of floor modification shall be secure and reasonably protected from road damage. Any fuel and brake line modification/alteration must be of OEM equivalent material or workmanship. Straightening and re-bending OEM brake or fuel lines is strictly prohibited. All non-OEM connections shall be flared. Compression fittings are NOT permitted.	The Chrysler Voyager complies with this spec.
III. BODY AND EQUIPMENT SPECIFICATIONS:	
A. Conversion of minivan by modifying the existing sidewalls and floor shall require the construction that maintains OEM structural equivalent. All metal welded components shall be constructed by qualified operators and made corrosion resistant through a commercial primer application or using aluminum material. All areas where dissimilar metals meet shall be treated to eliminate corrosion.	The FR Conversions conversion complies with this spec. The lowered floor structure is powder coated to ensure corrosion resistance.
B. <u>Bumpers</u> : The front and rear bumper shall be OEM bumper.	The FR Conversions conversion complies with this spec.
C. <u>Doors & Locks</u> : 1) <u>Front Driver and Passenger Doors</u> : The vehicle shall have standard OEM driver and passenger front doors and power locks.	The FR Conversions conversion complies with this spec.
2) <u>Accessible Passenger Doors</u> : i. <u>Sliding Doors</u> : The vehicle shall be equipped with power driver and passenger side (mobility ramp) sliding doors extended to floor level providing 56" minimum entry height. The side passenger sliding door shall be equipped with an interlock system so that the door cannot be opened from the inside or outside when the fuel door is open. The mobility ramp door shall have a minimum usable width of 30 inches (excluding grab handle), and a maximum of 12.5-inch floor-to-ground height. Door extensions shall be constructed of aluminum. Both sliding doors shall have a mechanism to securely hold doors in open position when vehicle is on a hill. Sliding passenger door tracks must have reinforced guides with an added stop brace to prevent doors from sliding off track. Door tracks shall be reinforced or strengthened beyond OEM standards as needed in all areas of contact with sliding door arms. Reinforcement of the sliding passenger door arms and brackets components shall, at a minimum, be adequate to support the excess weight created by the door extensions. Under normal sliding door closure operations, there should be no evidence of door track flexing or wobbling.	The FR Conversions conversion complies with this spec.
ii. <u>Rear Door</u> : The rear cargo door shall be provided with a quick release, manual override mechanism for opening the locked door from inside the vehicle for emergency exit. The locked cargo door override device shall be spring loaded and mounted on the inside of the rear door to prevent its accidental release. A decal shall be provided inside near the quick release mechanism depicting operating instructions.	The FR Conversions conversion complies with this spec.
D. <u>Ground Effects</u> : 1) Exterior lower body door extensions shall be added to both the driver and passenger sides of the vehicle. Extensions shall be constructed of black formed Thermoplastic Olefin (TPO) or approved equal and painted to match the exterior color of the vehicle.	The FR Conversions conversion complies with this spec per Addendum 1.
2) A molded step shall be incorporated into the driver and passenger front flares to aid entry and egress via the front doors. Beneath the flare's molded step surface shall be a	The FR Conversions conversion complies with this spec.

<p>steel support structure capable of supporting 400 lbs. with less than 1/8" deflection, which fastens directly to the vehicle's body structure. The flare's molded step surface shall have a minimum clear horizontal width of 4.5", a minimum length of 26", and utilize an anti-skid material which defines the step surface.</p>	
<p>E. Interior Panels: All interior panels shall be OEM or OEM equivalent. Panel fastening devices shall match the color of the panels. The interior shall provide a pleasant atmosphere, be aesthetically pleasing, and contain smooth finishes without any unprotected sharp edges. The basic vehicle interior shall be black/alloy/black. Interior panels shall meet FMVSS 302.</p>	<p>The FR Conversions conversion complies with this spec.</p>
<p>F. Interior Flooring: 1) Sub Flooring: The interior floor shall be thermoplastic panels, consisting of a polypropylene honeycomb core with chopped glass reinforced facing on both sides – providing a durable water-resistant base with superior strength to weight ratio. The panels provide a smooth surface for flooring attachment and minimize interior noise. The floor deck upper surface shall have all cracks and voids filled and the whole surface rough sanded before 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. 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. 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. Exposed fasteners in floor area shall be corrosion resistant.</p>	<p>The FR Conversions conversion complies with this spec.</p>
<p>2) Vehicle Floor Covering: i. The entire passenger area including the wheelchair securement area shall be overlaid with smooth, slip resistant flooring material. 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. Installation of flooring must be done strictly according to the flooring manufacturer's directions using the proper accessories, tools, and adhesives. <u>Suggested sources: Altro Transflor™ Meta, Altro Transflor™ Chroma; Gerflor Tarabus Sirius.</u> ii. Color of all flooring shall be black or gray.</p>	<p>The FR Conversions conversion complies with this spec using woodgrain finish Altro 2.2mm flooring.</p>
<p>3) Floor Assembly: The lowered floor skin shall be constructed of 20 ga. Aluminized steel. The frame rails shall be made of 14 ga. Aluminized Steel formed channels; the floor shall be reinforced with 16 ga. Aluminized Steel formed channel crossmembers. The floor shall be lowered from the front toe-pan to the rear axle. The width of the floor shall extend from side doorsill to side doorsill. Mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4" above floor surface.</p>	<p>The FR Conversions conversion complies with this spec.</p>
<p>G. Gauges: 1) Chassis (OEM) gauges shall be used in the driver's</p>	<p>The FR Conversions conversion complies with this spec.</p>

<p>instrument cluster.</p> <p>2) Engine oil pressure gauge/light.</p> <p>3) Engine coolant temperature gauge/light.</p> <p>4) Fuel gauge.</p>	
<p>H. <u>Mud flaps (if applicable):</u> The vehicle shall be equipped with anti-sail type, when required, are to be plain, rubber 1/4" thick, without advertising on either side.</p>	The FR Conversions conversion complies with this spec.
<p>I. <u>Undercoating / Rust Proofing:</u> The underside of the vehicle, exposed to the elements, shall be treated with an undercoating material except those areas of the OEM chassis where undercoating is not recommended. <u>Suggested source:</u> Pure Asphalt #770</p>	The FR Conversions conversion complies with this spec.
<p>J. <u>Interior Mirror:</u> The vehicle shall be equipped with the OEM standard mirror.</p>	The FR Conversions conversion complies with this spec.
<p>K. <u>Sun Visor:</u> Windshield sun visor system shall be standard (OEM) chassis visor(s). <u>Suggested source:</u> <u>Manufacture's standard</u></p>	The FR Conversions conversion complies with this spec.
<p>L. <u>Exterior Mirrors:</u> The vehicle shall be equipped with the OEM standard power remote controlled, heated mirrors.</p>	The FR Conversions conversion complies with this spec.
<p>M. <u>Seating/Seat Belts/Grab Handles:</u></p>	
<p>1) <u>OEM Seating:</u></p> <p>i. <u>Driver and Passenger:</u> The front driver and passenger seats shall be OEM. The OEM front passenger seat base shall be adapted to permit easy roll out for mobility aid access and securement. The seat shall lock and unlock easily from the floor area.</p>	The FR Conversions conversion complies with this spec.
<p>ii. <u>Third Row (Rear) Seating:</u> The vehicle shall be equipped with a third- row rear bench seat (or equal), must not have a power folding rear seat.</p>	The FR Conversions conversion complies with this spec.
<p>iii. <u>Seating Material:</u> The vehicle shall be equipped with Black or Cognac OEM cloth seating.</p>	The FR Conversions conversion complies with this spec.
<p>2) <u>Fold A-Way Seating:</u></p> <p>Floor plan 'A' (Section Floor Plan) shall be equipped with forward facing (double) fold-away seat with seat belts and shall be positioned in the wheelchair securement area. (Wheelchair Securement Area). 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. The fold-away seat shall be able to pass FMVSS 210 without having to fasten additional latches or cables. The fold-away seat shall fold against the wall when wheelchair space is required (no further than 17" from wall in the vertical folded position). All seat backs and all seat bottoms of fold-away seats shall be covered with material matching seat cushion color. <u>Suggested source:</u> <u>Freedman Go ES Fold-A-Way.</u></p>	The FR Conversions conversion complies with this spec with the Freedman GoES Foldaway seat.
<p>3) <u>Seat Belts:</u></p> <p>i. All seats shall be equipped with a 3-point restraint system for each designated seating position. Belts shall have:</p> <p>a) The latch end of the belt will have an emergency locking retractor. The retractor will be mounted underneath the seat to the seat frame. No lap retractors.</p> <p>b) A push button latch release mechanism.</p> <p>ii. Two universal "Buckle Up" decals approximately 3" by</p>	The FR Conversions conversion complies with this spec.

3" shall be furnished loose with each vehicle. Decals shall indicate that seat belt use is recommended.	
4) <u>Grab Handles:</u> Grab handles shall be installed on the "A" and "B" pillars. OEM grab handles are acceptable.	The FR Conversions conversion complies with this spec.
5) All seats, grab handles, and restraints in the vehicle as specified must comply with current FMVSS standards.	The FR Conversions conversion complies with this spec.
N. <u>Lighting:</u>	
1) <u>Exterior:</u> All vehicle lights shall be OEM	The FR Conversions conversion complies with this spec.
2) <u>Interior:</u> Overhead and lower lighting shall be installed in the interior center seat row of the vehicle that provides not less than two foot-candles of illumination at the entrance area. This system shall illuminate automatically when the vehicle front or accessible doors are open. All accessory vehicle lighting shall conform to ADA 49 CFR, Part 38, Subpart B. <u>Suggest Source:</u> OEM.	The FR Conversions conversion complies with this spec.
O. <u>Radio:</u> The vehicle shall be equipped with an AM/FM radio with a minimum of four speakers (two front and two rear). <u>Suggested Source:</u> OEM.	The FR Conversions conversion complies with this spec with OEM radio.
P. <u>HVAC (Heating & Air Conditioning):</u>	
1) An OEM heating/defrosting and air conditioning system with vents <u>front and rear</u> shall be provided. All lines and hoses shall be sufficiently fastened, protected, and insulated to ensure against wear from friction and the elements. The lines must be mechanically attached, with OEM or equivalent clamps, to the vehicle structure and must be routed so as not to be exposed to wheel spray. Cold feed lines shall not pass within 2 inches of any part of the exhaust system. Conversion shall not impede access to front and rear air conditioning components.	The FR Conversions conversion complies with this spec with OEM system.
2) <u>Heating:</u> Heating unit shall be automotive in-dash type (OEM or equal) and shall be capable of delivering heat, fresh air ventilation, and air conditioning to the driver's area (maximum BTU rating available). The 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.	The FR Conversions conversion complies with this spec with OEM system.
3) <u>Air Conditioning:</u> The air conditioning system shall be integrated with a compatible in-dash driver's area evaporator unit and compressor (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 FR Conversions conversion complies with this spec with OEM system.
Q. <u>Windows:</u> The vehicle shall be equipped with OEM AS2 minimum standard tinted side and back windows.	The FR Conversions conversion complies with this spec with OEM windows.
R. <u>Painting and Paint Codes:</u>	
1) <u>Painting:</u> i. Standard paint color for all vehicles shall be the manufacturer's pre-finished white exterior panels (OEM white), with other OEM factory colors available upon request. Color scheme on all vehicles shall be provided at the time of ordering. ii. Pre-clean and metal prep, any bare metal surfaces prior to applying a compatible red oxide or zinc chromate primer.	The FR Conversions conversion complies with this spec with OEM white exterior paint. Other factory colors are available but would require a special order chassis. TESCO has listed the cost for custom non-OEM paint so that stock vans can be used with the need to special order from Chrysler.

<p>iii. When painting over a manufacturer's standard paint, metal prepping and primer may be omitted, provided an acceptable bond can be achieved.</p>	
<p>2) <u>Paint Codes:</u> i. Factory paint codes shall be furnished with all vehicles. ii. Aftermarket painting - both the brand and paint code shall be furnished</p>	<p>TESCO complies with this spec.</p>
<p>S. <u>Mobility Aid Ramp:</u> The vehicle shall be equipped with a manually operated, 80° swing- away mobility access ramp which stows vertically and folds and unfolds through the passenger side slide door. The ramp shall swing out to provide unobstructed ambulatory passenger entry/exit. The fold and unfold motion of the ramp must be counter balanced so that the force exerted by the operator does not exceed 25 lbs. The installed ramp shall not obstruct the view of the driver through any vehicle window. When clock-spring assisted ramp is deployed the ramp shall have a minimum usable width of 30 inches and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than ¼” and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a capacity of 1000 lbs. with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off of the ramp edge. The ramp doors shall be interlocked with the vehicle emergency brake and or transmission to ensure the vehicle cannot be moved when the accessible passenger door is ajar.</p>	<p>The FR Conversions conversion complies with this spec but ramp is not swing-away. The swing-away ramp is proprietary to only one van upfitter.</p>
<p>T. <u>Electrical:</u> 1) Vehicle shall have a 12-volt electrical charging system as supplied from the OEM. All electrical wiring shall be automotive stranded copper with printed circuit identifiers and be of sufficient gauge to handle the load. All harnesses that are modified or added to the vehicle will be secured to the frame/body at a maximum of two feet intervals with insulated clamps, or adhesive tape, etc. All exposed terminals and wiring shall be protected from the elements using sealed terminals or heat shrink where necessary. Exposed wires will be wrapped or loomed in corrosion/moisture-resistant material. Weatherpack connectors when applicable or solder and heat shrink shall be used. 2) Wiring: All wiring passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metallic conduit. Ends of all wires shall be adequately anchored to prevent loosening. 3) Lift equipped vehicles 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. 4) 12 Volt auxiliary outlet</p>	<p>The FR Conversions conversion complies with this spec with OEM system.</p>
<p>U. <u>Equipment mounting:</u> For equipment mounted on the vehicle chassis, all holes shall be drilled or punched. There shall be no flame cutting or welding on the frame side rails.</p>	<p>The FR Conversions conversion complies with this spec with OEM system.</p>
<p>V. <u>Keys:</u> The vehicle shall be equipped with two (2) sets of keys with code numbers provided at delivery.</p>	<p>The FR Conversions conversion complies with this spec with OEM system.</p>
<p>W. <u>Rear Defogger:</u> The vehicle shall be equipped with the OEM standard.</p>	<p>The FR Conversions conversion complies with this spec with OEM system.</p>
<p>IV. WHEELCHAIR SECUREMENT AREA:</p>	
<p>A. The wheelchair securement system shall be installed according to ADA requirements and shall meet at minimum SAE J2249.</p>	<p>The FR Conversions conversion complies with this spec with OEM system.</p>

<p>Securement locations shall be located in two positions: one position shall be next to the driver (side passenger) and the second position shall be in the center of the vehicle behind the driver and passenger seats. The integrated securement system shall restrain the occupant and the wheelchair separately and securely.</p>	
<p>B. Wheelchair securement shall meet these minimum requirements:</p> <ol style="list-style-type: none"> 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 non-corrosive 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 – Suggest Source: Q-Straint or Sure-Lok - OMNI L-Track made up of aluminum alloy (6061-T6). Floor anchorage points for the rear securement space shall be spaced at a minimum of 50" from front to rear. 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 non-corrosive metal. Wall anchorage device shall provide vertical adjustment (approximately 6") 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. One securement space shall have a fifth retractor to aid in the securement of scooters or difficult mobility devices. 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) <u>All belt and anchorage components shall meet random static testing forces equal to, and or greater than the current ADA, SAE J2249, and FMVSS requirements.</u> 6) All components shall be installed to the securement manufacturer's recommended specifications. 	<p>The FR Conversions conversion complies with this spec with OEM system.</p>
<p>C. <u>Securement Devices:</u></p> <ol style="list-style-type: none"> 1) <i>Design load.</i> Securement systems on vehicles with GVWRs of 30,000 pounds or above, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,000 pounds per securement leg or clamping mechanism and a minimum of 4,000 pounds for each mobility aid. Securement systems on vehicles with GVWRs of up to 30,000 pounds, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg or clamping mechanism and a minimum of 5,000 pounds for each mobility aid. 	<p>The FR Conversions conversion complies with this spec with OEM system.</p>

<p>D. Wheelchair restraint storage:</p> <p>1) <u>Under Fold-away Seat Storage or rear facing single seat:</u> The system shall be positioned under the fold-away seat at the wheelchair space. Storage system shall:</p> <ul style="list-style-type: none"> i. Keep restraints clean ii. Provide easy accessibility to restraints iii. Restraints shall be stored securely to prevent noise while the vehicle is in motion. iv. Restraint storage system shall be compatible with the installed securement system (L-Track). <u>Suggested Source: Freedman Tie-Down Storage System.</u> 	<p>The FR Conversions conversion complies with this spec with OEM system.</p>
<p>V. SAFETY EQUIPMENT</p>	
<p>A. All safety equipment provided by the manufacturer shall be secured to each vehicle.</p> <p>B. <u>Safety equipment shall be:</u></p> <ul style="list-style-type: none"> 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. 4) Additional safety items to be provided on each vehicle: <ul style="list-style-type: none"> i. A 12-volt 97-db sealed solid state electronic warning alarm that is readily audible from <u>outside</u> the vehicle 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 vehicle (location shall be approved by the ordering agency). Suggested source: OEM standard. 	<p>The FR Conversions conversion complies with this spec with OEM system.</p>
<p>VI. ALTERNATE QUOTES (OPTIONS):</p>	
<p>A. REAR ENTRY CONVERSION</p>	
<p>1) <u>All items not specifically called out in Section A shall be the same as side entry version.</u></p>	
<p>2) This minivan shall be capable of carrying in one trip one (1) ambulatory adult forward-facing seated passenger and two (2) passengers seated in mobility aids, in addition to the driver OR three (3) ambulatory adult forward-facing seated passengers and one (1) passenger seating in a mobility aid, in addition to the driver. The vehicle is convertible to at least five (5) ambulatory passengers, plus the driver, if optional (2) passenger cantilever seat is chosen. This minivan shall be made ADA compliant through a modification whereby the vehicle floor area is cut in the center of the vehicle just behind the front seats and extends all the way to the rear hatch and is lowered to meet minimum ADA door opening height requirement (56"). There shall be no modification to any portion of the vehicle roof in meeting the ADA door opening height requirement. A 34" usable clear width manual, mobility aid ramp is to be mounted vertically and inboard of the rear hatch door.</p>	<p>The FR Conversions conversion complies with this spec.</p>
<p>3) Suspension: The rear suspension shall incorporate coil springs of sufficient rate to be capable of providing weight capacity and height control to meet ADA requirements and for proper ground clearance. Vertical damping of the suspension shall be accomplished by OEM equivalent shock absorbers that shall maintain their effectiveness for at least standard OEM warranty period without repairs in normal service.</p>	<p>The FR Conversions conversion complies with this spec.</p>

4) Interior Height: Conversion shall provide a minimum interior clearance of 56" at the vehicle center.	The FR Conversions conversion complies with this spec with a 56" interior clearance.
5) Passenger Doors and Stepwells: The minivan shall have standard OEM driver and passenger front and sliding doors; and one power operated mobility aid accessible rear door. The manual rear mobility aid accessible entry door shall offer a minimum opening height of 56", a minimum usable ramp width of 34", with a maximum of 12" floor-to-ground height.	The FR Conversions conversion complies with this spec.
6) Floor Assembly: The lowered floor skin shall be constructed of 16 ga. galvanized steel. The floor shall be lowered from the rear of front row seats to the rear hatch. The width of the floor shall be a minimum of 34.25".	The FR Conversions conversion complies with this spec.
7) Middle Seats: The OEM quad seats are mounted on bases that fold towards the outside of the van to create additional space for the wheelchair if needed. The back of the seat folds down flat, and the entire seat assembly flips to the side, and stores between the lowered floor area and the sliding door.	The FR Conversions conversion complies with this spec.
8) Mobility Aid/Occupant Restraint Systems: Each vehicle shall be equipped with one (1) Q-Strait QRT MAX slide-n-click series forward facing mobility aid securement and occupant restraint system. The system shall utilize slide-n-click receivers, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. All attachment hardware and anchorages shall meet or exceed the 30 mph/20 Impact Test criteria per SAE J2249, 36 CFR Part 1192 and CFR Part 38, and all applicable Federal Motor Vehicle Safety Standards, as amended. Each securement position system shall consist of four (4) retractable securement strap assemblies that attach to the structural frame of the mobility aid at four separate points and anchor into the Q'Strait pucks on the vehicle floor at four separate points. Each securement system shall have a corresponding occupant restraint system. The occupant restraint system shall consist of an adjustable lap and a shoulder belt and shall meet all applicable Federal Motor Vehicle Safety Standards. Suggested source: Q-Strait or AMFBruns	The FR Conversions conversion complies with this spec with Q-Strait 8300-A-SC QRT MAX restraint system.
9) Mobility Aid Ramp: The vehicle shall be equipped with a manually operated mobility access ramp which stows vertically and deploys through the rear hatch door. The installed ramp shall not obstruct the view of the driver through any vehicle window. The ramp shall have a minimum usable width of 34" and a slope meeting the requirements of ADA, 49 CFR. The ramp surface shall be continuous and made skid resistant through powder coating. It shall have no protrusions from the surface greater than 1/4" and shall accommodate both four-wheel and three-wheel mobility aids. The ramp shall have a rated capacity of 1,000lbs, with a safety factor of at least three (3) based on the ultimate strength of the material. Each side of the ramp shall have protective barriers at least two (2) inches high to prevent mobility aids from rolling off the ramp edge.	The FR Conversions conversion complies with this spec with a 36.25" wide ramp and an 11% ramp angle and 1,000 lbs capacity.
10) Control Interlock: The ramp door shall be interlocked with the vehicle transmission to ensure the vehicle cannot be shifted out of park while the rear hatch door is ajar.	The FR Conversions conversion complies with this spec.
B. <u>Paint - Optional Designs:</u> 1) The vehicle shall have a 3" belt stripe. An example would be: an OEM white vehicle with a 3" painted belt stripe or 3M-10-year grade vinyl stripes. 2) The vehicle shall be painted a full body OEM color, including the door, other than OEM white. An example would be: a vehicle painted OEM red. <u>Suggested Source: OEM provided colors.</u>	The FR Conversions conversion complies with this spec with OEM white exterior paint. Other factory colors are available but would require a special order chassis. TESCO has listed the cost for custom non-OEM paint so that stock vans can be used with the need to special order from Chrysler.
C. <u>Donation Box:</u> A donation box shall be mounted, and the location approved by the ordering agency. The lockable donation box shall be	TESCO will comply with this spec with a steel box powder coated black from ADIR corp.

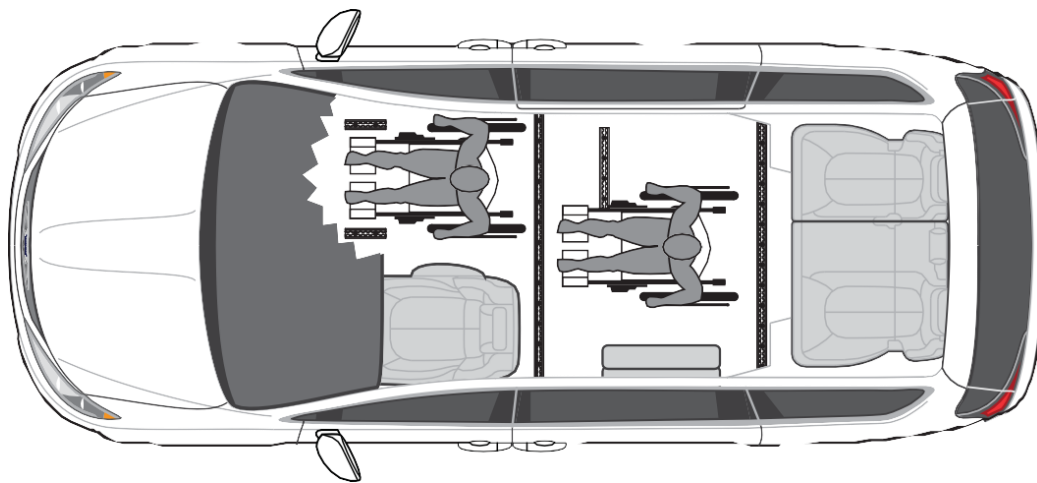
supplied with two keys. <u>Suggested source: Main donation box or Diamond donation box.</u>	
D. <u>Additional wheelchair occupant securement belts</u>	TESCO will comply with this spec.
E. <u>Side Entry Options:</u>	
1) <u>Third Seat Folding Foot Rest:</u> A folding foot rest shall be attached to the rear, third row seat. Foot rest shall be heavy-duty, metal construction and painted to complement the interior colors. The foot rest shall be easily deployed and stored.	The FR Conversions conversion complies with this spec. The foot rest is standard equipment in the FR Conversions build.
2) Two (2) passenger fold-away seat for middle seat position - increases ambulatory capacity to five (5) passengers plus driver.	The FR Conversions conversion complies with this spec.
3) <u>Swing-away Side Entry Ramp</u>	
i. The vehicle shall be equipped with a manually operated, folding, mobility access ramp which folds and unfolds through the right side door. A swing away feature that allows ramp to be locked/stowed in the entryway or locked/stowed horizontally behind the copilot seat and center console. The ramp stowed behind co-pilot seat provides clear access for ambulatory passengers to and from the rear and center seats with no trip hazards. The fold and unfold motion of the ramp must be counterbalanced so that the force exerted by the operator does not exceed approximately 25 lbs.	The FR Conversions ramp is not swing-away. The swing-away ramp is proprietary to only one van upfitter.
ii. The installed ramp shall not obstruct the view of the driver through any vehicle window.	n/a
iii. The ramp shall have a minimum usable width of 30 inches and 57 inches long and 1000lb capacity.	n/a
F. <u>Two Way Radio Antenna/Power</u>	
1) 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 mini-vans shall have no measurable radio frequency (RF) interference. All equipment installed on the mini-van must operate in its normal mode while radio transmissions are being made from an on board transmitter producing 110 watts or more of transmit power while operating in the range of 43 Megahertz (Mhz) to 900 Mhz. <u>Proper RF suppression shall be provided by the manufacturer in any equipment and accessories that can produce interference to eliminate such interference.</u> The mini-van frame and body shall be designed to provide no measurable radio interference (shielding) for improved radio emissions and reception performance.	The FR Conversions conversion complies with this spec.
2) 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, external tooth lock washers, and nut for fastening. Proper suppression equipment shall be incorporated in the mini-van's electrical system to eliminate interference with radio and television transmission and reception shall not cause interference with any electronic system on the mini-van. The radio power and ground leads shall terminate directly behind the driver's seat with 12 feet of extra length extending into the mini-van interior or as specified by Ordering Entity.	The FR Conversions conversion complies with modified version of this spec from Addendum 1.
3) Two (2) 12 volt ignition feeds shall be provided with fuse location as close to battery as practicable.	The FR Conversions conversion complies with this spec.
4) 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.	Requirement was removed in Addendum 1.

G. Video Surveillance System	
<p>1) The onboard digital video surveillance system shall include a two channel (minimum) mobile rated digital video recorder (DVR) that can be configured for a one to four camera system. Video surveillance system shall not be wired through the Master Disconnect Switch. The on-board DVR System shall include a lockable/removable 1 terabyte (minimum) hard disk drive caddy. USB data ports, analog audio/video RCA out terminals, a 10/100base-T Ethernet port, two analog audio/video (RCA) outputs, eight vehicle sensor inputs, a GPS input and one accelerometer input. The DVR shall begin recording at the start of the “engine run” switch of the vehicle or be programmable to begin recording at a specified time prior to “engine run” switch being activated. The DVR can remain functional up to 99 minutes after the ignition has been turned off and shall record continuously without operator assistance. The DVR shall be able to retrieve video by alarm, calendar-based date, time, and camera search functions. The DVR shall be capable of a display resolution of 720 x 480. The DVR shall be constructed with a rugged outer housing that protects against shock, moisture, and dust. System shall perform to standards in various temperature extremes of a range between -20°F to 95°F.</p>	The FR Conversions conversion complies with this spec with a Safety Vision camera system.
<p>2) An accelerometer shall document hard breaking and other erratic driving events. A panic button or event marker shall also be installed within reach and view of the driver.</p>	The FR Conversions conversion complies with this spec.
<p>3) Sensors shall record mini-van signals including turn, hazards lights, and lift operations at a minimum.</p>	The FR Conversions conversion complies with this spec.
<p>4) A GPS receiver shall continuously monitor mini-van location, heading, and speed, as well as configurable and automatic time and date synchronization. The GPS antenna shall be roof mounted or as specified by Ordering Entity.</p>	The FR Conversions conversion complies with this spec.
<p>5) Microsoft® Windows compliant viewing software shall be included with the first mini-van delivered to the agency. Software shall be able to view and search video from the hard drive, display a GPS map, graph speed, and save the videos.</p>	The FR Conversions conversion complies with this spec.
<p>6) Interior and exterior cameras shall be full color, high definition, wide angle (minimum 120°) infrared and shall supply an image that is clear and stable, free from vibration. Images shall be able to be used to positively identify a passenger riding in a vehicle. The interior cameras shall also have a high sensitivity microphone. Ordering agencies shall have the flexibility to position cameras. Below is a list of interior locations and optional cameras:</p> <ul style="list-style-type: none"> i. Two Camera System: A two camera system shall be provided capturing the driver, passengers, stepwell, and farebox/donation box at a minimum. ii. Additional Interior Cameras: Ordering agencies shall have the ability to order additional cameras and select a location at time of order. Additional cameras shall include all additional wiring and mounting hardware. iii. Exterior Cameras: Ordering agencies shall have the ability to order exterior cameras and select a location at time of order. Additional cameras shall include all additional wiring and mounting hardware. iv. DVR system upgrade shall provide an option to upgrade the DVR system to an eight channel one terabyte hard drive minimum. v. Back-up monitor system shall include active monitor in driver’s station for programing and shall be operational when vehicle is in reverse. vi. <u>Correct time and date shall be programmed in system upon delivery.</u> <p>Suggested sources: Radio Engineering Incorporated (REI), SEON, SafetyVision, AngelTrax</p>	The FR Conversions conversion complies with this spec.

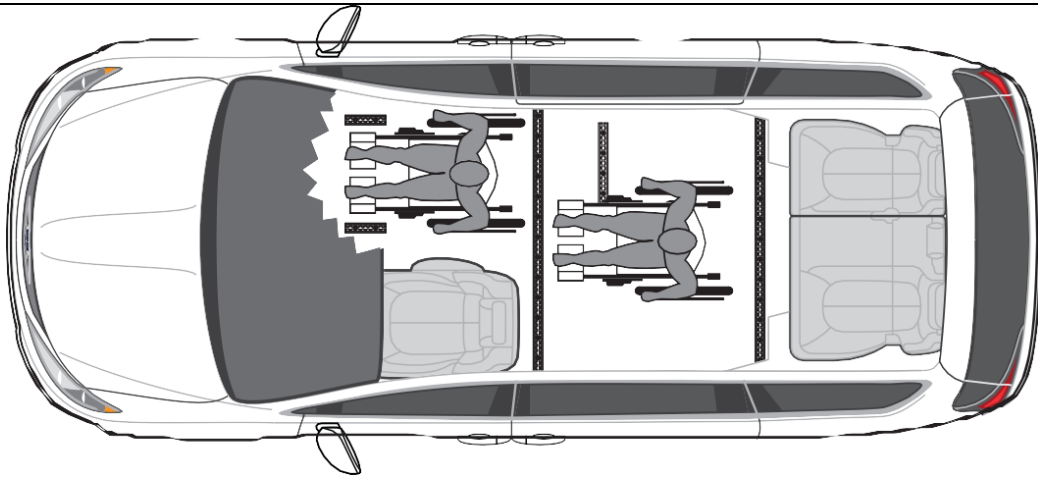
H. A textile protective barrier shall be provided to afford the driver and passengers protection from airborne particles.	TESCO shall comply with this spec.
1) Barrier shall be located just behind the driver's seat and extend to both sides of van. Barrier shall be not impede visibility to the rear.	TESCO shall comply with this spec.
I. <u>Video Surveillance Preparation Package</u>	
1) A video surveillance preparation package shall be offered (less cameras and digital video recorder system) allowing for one to four camera locations. The preparation package shall include the installation of camera wiring or conduit, DVR electrical connections, location for the DVR, and access covers for camera mounting/locations. Ordering agency shall specify the camera system to use and have the flexibility to position cameras.	TESCO shall comply with this spec.
2) Vendor shall supply all materials.	TESCO shall comply with this spec.
J. <u>Rear Entry Options:</u>	
1) Two (2) passenger cantilever seat for rear seat position (increases ambulatory capacity to five (5) passengers plus driver.)	The FR Conversions conversion complies with this spec.
VII. VENDOR/MANUFACTURER REQUIREMENTS:	
A. <u>Warranty:</u> Warranty shall become effective on the date the vehicle is placed into service by the Ordering Entity. Warranty service performed at the manufacturer's facilities at the manufacturer's request shall have all costs covered by the manufacturer. Warranty for the vehicle shall be the following as a minimum: <ol style="list-style-type: none"> 1) Three (3) years/36,000 miles on chassis. 2) Three (3) years/36,000 miles on powertrain. 3) Three (3) years on body structure, exterior and paint. 4) Eighteen (18) months on ramp. 5) Manufacturer's standard warranty of one (1) year 12,000 miles, minimum, on other add-on components and items. 6) The chassis, body, and all add-on components shall be warranted by the successful contractor. <p><i>Please refer to Schedule A – Statement of Work, section 1.3 - Warranties.</i></p>	The Chrysler Voyager and FR Conversions conversion complies with this specification. Our warranty terms are: 3 Year 36,000 Miles on Chassis 5 Year 100,000 Miles on Powertrain 3 Year 36,000 Miles on Conversion
VIII. REQUIRED VEHICLE INFORMATION	
A. All manuals should be provided in an electronic copy (CD, DVD, or USB flash drive). The Contractor should maintain record or proof that all vehicle information was supplied to the Ordering Entity. Vehicle information listed below should be reviewed at final pilot model production and should also be supplied with each vehicle at delivery. <i>Please refer to Schedule A – Statement of Work, section 2.4 - Documents.</i>	TESCO shall comply with this spec.
1) Copy of manufacturer's statement of origin for a vehicle.	TESCO shall comply with this spec.
2) Warranty papers for chassis, body, and additional equipment.	TESCO shall comply with this spec.
3) As built drawings showing wiring schematics of aftermarket wiring with each modified chassis vehicle shall be submitted within 30 calendar days of delivery.	TESCO shall comply with this spec.
4) Operator's manual for vehicle and all add-on equipment.	TESCO shall comply with this spec.
5) Certification that the seating floor anchorage and floor fasteners shall meet all applicable FMVSS including FMVSS 207, 208, 209, and 210.	TESCO shall comply with this spec.
6) A complete set of electronic manuals for the manufacturer's parts and service for the body, and auxiliary equipment for the	TESCO shall comply with this spec.

first vehicle of each model year delivered to each Ordering Entity.	
7) Operating instructions showing controls and operation for the <u>first vehicle of each model year</u> delivered to each Ordering Entity.	TESCO shall comply with this spec.
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.	TESCO shall comply with this spec.
9) Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic vehicle and its subsystems (i.e., wheelchair lift) with each vehicle at delivery.	TESCO shall comply with this spec.
10) Proof of vehicle suspension alignment (work order or bill) at final vehicle inspection and with each modified chassis vehicle only. Four-wheel alignments 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.	TESCO shall comply with this spec.
11) Proof of undercoating (warranty) at final vehicle inspection with each modified chassis only.	TESCO shall comply with this spec.
12) Towing and lifting instructions.	TESCO shall comply with this spec.
13) Wheelchair securement product instructions and training program.	TESCO shall comply with this spec.
14) A copy of the Bidder's Service Manager signature on initial inspection and service check of the vehicle shall include: <ul style="list-style-type: none"> i. The Bidder's name and vehicle identification number. ii. Checklist of service and inspection performed. 	TESCO shall comply with this spec.
15) Data sheet to include make, model, and serial numbers of all optional equipment.	TESCO shall comply with this spec.

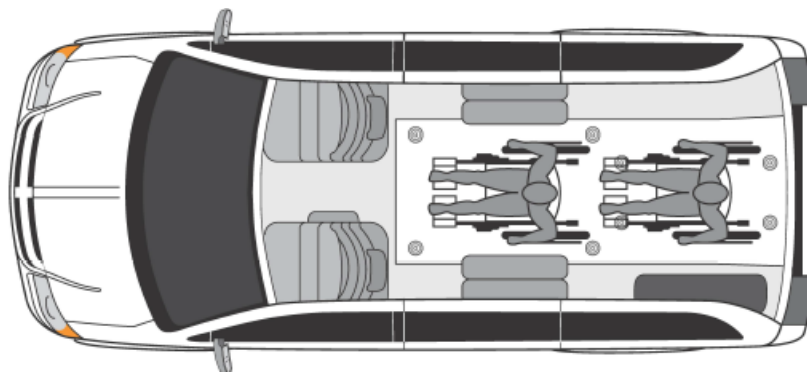
FLOOR PLANS:



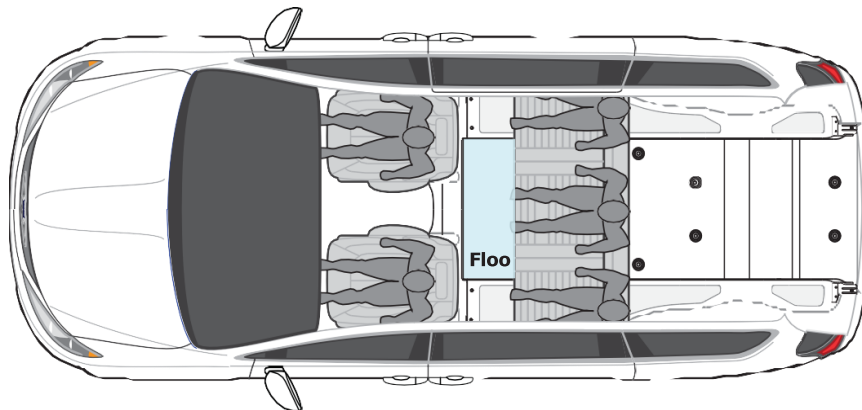
A. 3+2 Modified Chassis Vehicle with ramp and one double fold-away seat.



B. 3+2 Modified Chassis Vehicle with ramp (less double fold-away seat).



C. 4+2 Modified Chassis Vehicle with rear ramp and OEM Quad Seats



D. 5 Passenger Modified Chassis Vehicle with rear ramp with 1 WC and Cargo

**ROLLING STOCK
MORE THAN \$150,000****ACCESS TO RECORDS AND REPORTS**

Applicability – as shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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 a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

BREACHES AND DISPUTE RESOLUTION

Applicability – all contracts more than \$150,000.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in

the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729. Performance During Dispute - Unless otherwise directed by the 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 therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and 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 residing State. Rights and Remedies - 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 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

BUS TESTING

Applicability – all contracts more than \$150,000.

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:


1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988 and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

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.

CONTRACTOR / COMPANY NAME
Transportation Equipment Sales Corporation

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME	TITLE
Jeff Pappas	Vice-President
SIGNATURE	DATE
	02/14/22

BUY AMERICA CERTIFICATION (ROLLING STOCK)

Applicability – construction contracts and acquisition of goods or rolling stock (valued at more than \$150,000).

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000)

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

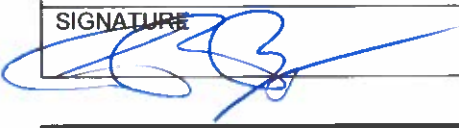
Certificate of **Compliance** with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Only sign either Certificate of **Compliance** or Certificate of **Non-Compliance**

CONTRACTOR / COMPANY NAME Transportation Equipment Sales Corporation

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME Jeff Pappas	TITLE Vice-President	DATE 01/14/22
SIGNATURE 		

Only sign either Certificate of **Compliance** or Certificate of **Non-Compliance**

Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

CONTRACTOR / COMPANY NAME not applicable

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME	TITLE	DATE
SIGNATURE		

CARGO PREFERENCE

Applicability – all contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

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

CIVIL RIGHTS REQUIREMENTS

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

The following requirements apply to the underlying contract: The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service: a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third-Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):

- a. FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,
- c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including

- laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,
- d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,
- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which

- implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,
- g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,
 - h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,
 - i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,
 - j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.
 - k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

CLEAN AIR

Applicability – all contracts more than \$150,000.

1. Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2. Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

CLEAN WATER

Applicability – all Contracts and Subcontracts more than \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS

Applicability – when a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

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.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT

Applicability – contracts over \$150,000.

- 1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.
- 3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.
- 4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.


DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Applicability – contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs.

- a. 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. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, 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 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

DBE TRANSIT VEHICLE MANUFACTURER CERTIFICATION

_____ FR Conversions _____, a TVM,
 (Name of Manufacturer)
 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 _____ 2022 _____ (October 1, 2021 to September 30, 2022) and have been approved or not disapproved by FTA.
 _____ Transportation Equipment Sales Corporation _____ hereby certifies that the manufacturer of the transit
 (Name of Contract Vendor)
 vehicle to be supplied _____ FR Conversions _____ has complied with the above referenced
 (Name of Manufacturer)
 requirement of Section 26.49 of 49 CFR Part 26.

MANUFACTURER Transportation Equipment Sales Corporation	TITLE Vice-President
SIGNATURE 	DATE 01/14/22

ENERGY CONSERVATION

Applicability – all Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

FEDERAL CHANGES

Applicability – all Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

FLY AMERICA REQUIREMENTS

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

Applicability – all contracts more than \$25,000.


The Recipient agrees to the following:

1. It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
2. If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

CONTRACTOR / COMPANY NAME

Transportation Equipment Sales Corporation

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME Jeff Pappas	TITLE Vice-President
SIGNATURE 	DATE 01/14/22

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Applicability – all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated 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 request that would cause the recipient to be in violation of FTA terms and conditions.

LOBBYING

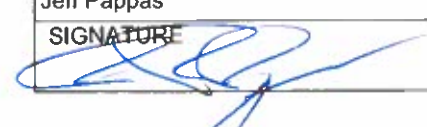
Applicability – construction/architectural and engineering/acquisition of rolling stock/professional service contract/operational service contract/turnkey contracts over \$150,000.

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 \$150,000 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.

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.

CONTRACTOR / COMPANY NAME Transportation Equipment Sales Corporation

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME Jeff Pappas	TITLE Vice-President
SIGNATURE 	DATE 01/24/22

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability – all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

1. The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other

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

PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

Applicability – any rolling stock procurement.

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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Applicability – all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
2. If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROMPT PAYMENT

Applicability – all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or

postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

RECYCLED PRODUCTS

Applicability – all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. 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.

TERMINATION

Applicability – all Contracts more than \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000.

- a. **Termination for Convenience (General Provision)** the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if 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 to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow 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 contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the 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 the 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 the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its 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 recipient's interest. If the 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 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 contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor

was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

- g. Termination for Default (Transportation Services) If 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 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 contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if 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 contractor a notice of termination specifying the nature of 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. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
- I. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of 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
 - II. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
- i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall
- I. immediately discontinue all services affected (unless the notice directs otherwise), and
 - II. deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
- j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the

requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout 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 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 contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Schedule D – Affidavit for Driver Delivery

ACCESSIBLE PASSENGER VEHICLE (APV)

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

1. The drivers of the vehicles are correctly licensed and trained in proper vehicle operation.
2. The Contractor accepts all responsibility and liability for vehicles in transit.
3. The Contractor should sign the affidavit below and submit this with the bid.

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

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



Signed

2/14/2022
Date

Vice-President
Title

Transportation Equipment Sales Corporation
Contractor



**Authorized Michigan Transit Agencies For Purchase on
the State of Michigan Vehicle Purchasing Program
2/2019**

Transit Agency Legal Name
Adrian, City of
Alger Transit Authority
Allegan County Board of Commissioners
Alma, City of
Alpena, City of
American Red Cross Of Greater Grand Rapids
American Red Cross of West Michigan
Ann Arbor Area Transportation Authority
Antrim County Board of Commissioners
Area Agency on Aging Region 1-B
Area Community Service Employment and Training
Arenac/Bay Service
Arenac Opportunities, Inc.
Baraga/Houghton/Keweenaw Community Action Agency
Baragaland Senior Citizen, Inc.
Barry County Board of Commissioners
Battle Creek, City of
Bay Area Transportation Authority
Bay Metro Transportation Authority

Beaver Island Transportation Authority
Bedford Health Van
Belleville, City of
Benzie Transportation Authority
Berkley
Berrien County Board of Commissioners
Big Rapids, City of
Birmingham Area Seniors
Blue Water Area Transportation Commission
Boysville of Michigan, Inc.
Boysville of Michigan, Inc.
Boysville of Michigan, Inc.
Boysville of Michigan, Inc.
Branch Area Transit Authority
Branch Area Transit Authority
Brandon
Brighton Community Education
Brownstown Township
Buchanan, City of
Cadillac/Wexford Transit Authority
Campbell Lewellyn Montrose Senior Center Advisory Council, Inc.
Canton Township
Capital Area Transportation Authority

Caro Transit Authority
Cass Co Council on Aging
Cass County Transportation Authority
Catholic Charities of Southeast Michigan (Macomb)
Catholic Charities of Southeast Michigan (Oakland)
Catholic Social Services of Wayne Co. (DDOT)
Catholic Social Serv of Wayne (Macomb Co.)
Center for Gerontology
Center Line, City of
Central County Transportation Authority
Charlevoix County Board of Commissioners
Charlevoix County Transportation Authority (Ironton Ferry)
Cheboygan County Board of Commissioners
Cheboygan County COA
Chesterfield Township
CHILD & FAMILY SERVICES OF WASHTENAW CO
Chippewa-Luce- Mackinac Comm Action Human Resources, Inc.
City of Mackinac Island
Clare County Transit Corporation
Clinton Area Transit System
Clinton Township
Community Action Agency of South Central Michigan
Community Inclusive Recreation

Community Mental Health of Livingston
Community Mental Health Services
Community Social Services of Wayne County
Comprehensive Serv for the Develop. Disabled
Court Street Village Non-Profit Housing Corporation
Crawford County Transportation Authority
Delta Area Transit Authority
Destination Transportation
Detroit Area Agency on Aging
Detroit, City of
Detroit Transportation Corporation
DIMONDALE (VEHICLE LOCATION)
Disability Network West Michigan
Dowagiac, City of
Downriver Community Conference
Eastern U.P. Transportation Authority
Eastside Community Resource
Eaton County Transportation Authority
Emmet County Medical Care Facility
Family Service Agency of Mid Michigan
Farmington Hills
Ferndale, City of
Friendship Center of Emmet County

Gateway - Detroit East
Genessee County Association for Retarded Citizens
Georgetown Seniors
Gladwin County Board of Commissioners
Gogebic County Transit
Goodwill Industries (Muskegon County)
Goodwill Industries of Northern Wisconsin and Upper Michigan, Inc.
Gratiot County Commission on Aging
Greater Lapeer Transportation Authority
Greenville, City of
Greyhound Lines
Growth and Opportunity, Inc.
Hancock, City of
Handicappers Information Council and Patient Equipment Locker, Inc.
Harbor Transit Multi-Modal Transportation System
Harrison, Charter Township of
Hartland Senior Center
Haskell O.W.L.S. Inc.
Healthsource Saginaw, Inc.
Heart of Senior Citizens Service
Help Source
Highland/Milford
Highland Park, City of

Hillsdale, City of
Holly Area Schools
Holly, Village of
Hope Network, Inc.
Houghton, City of
Huron County Transit Corporation
Huron Valley Ambulance
Independence Twp
Indian Trails, Inc.
Interurban Transit Authority
Interurban Transit Partnership
Ionia, City of
Ionia County Commission on Aging
Iosco Transit Corporation
Isabella County Transportation Commission
Jackson Area Transportation Authority
Jewish Community Services
Jewish Family Services of Washtenaw County
JVS
Kalamazoo County Transportation Authority
Kalkaska Public Transit Authority
Kent County Community Mental Health
Key Opportunities

Lapeer Team Work, Inc.
Latin American Social & Economic Dev.
Lenawee County Board of Commissioners
Lenawee County Department on Aging
Livingston County Board of Commissioners
Livingston County Catholic Social Services
Livonia, City of
Ludington Mass Transportation Authority
Macatawa Area Express Transportation Authority
Mackinac County Transportation
Macomb Co. Community Services Agency
Macomb Co. Interfaith Volunteer Caregivers
Macomb County Dept of Sr Citizens Adult Day Care Program
Manchester Area Senior Citizens Council, Inc.
Manistee County Board of Commissioners
Marian E. Burch Adult Day Care & Rehabilitation Center
Marquette County Transit Authority
Marshall, City of
MASSTrans
Mass Transportation Authority
Matrix Human Services
Mecosta County Commission on Aging
Mecosta Osceola Transit Authority

Menominee/Delta/Schoolcraft
MICHIGAN DEPARTMENT OF TRANSPORTATION
Michigan Public Transit Association
Michigan Transportation Connection
Midland, City of
Midland County Board of Commissioners
Milan Seniors for Healthy Living
Missaukee County
Monroe County Community Mental Health
Monroe County Opportunity Program
Montcalm County Commission on Aging
Montmorency County Specialized Services
MRS (St. Joseph Co)
Mt. Clemens
Muskegon County Board of Commissioners
Newaygo County COA
Niles, City of
Northfields Human Service Agency
Northville
Oceana County COA
Ogemaw County Board of Commissioners
Older Persons Commission
Ontonagon County Board of Commissioners

Oscoda County Area Transit Specialists
Otsego County Board of Commissioners
Ottawa, County of
Oxford Township
Peoples Community Services
Peoples Express
Pioneer Resources - Muskegon
Pioneer Resources - Muskegon
Pioneer Resources - Ottawa
Pointe Area Assisted Transp.
Pontiac, City of
Pontiac Schools - SCAMP
Presque Isle County COA
Redford Township
Region 3B Area Agency on Aging
Regional Transit Authority of Southeast Michigan
Response Transportation
Richmond Lenox EMS
Roscommon County Transportation Authority
Saginaw CMHA
Saginaw COA
Saginaw Transit Authority Regional Services
Sanilac County Board of Commissioners

Sault Ste. Marie, City of
Schoolcraft County Transit Authority
Senior Neighbors
Shiawassee Area Transportation Agency
SMART - Bedford
SMART - Lake Erie Transit
SMART - North Oakland Transportation Authority
SMART - Royal Oak
Southfield Senior Adult Ctr
Southwest Counseling and Development Services
Stable Automotive Group Transportation
STAR Transportation
St. Clair Shores
St. Joseph Community Co-op, Inc.
St. Joseph County COA
St. Joseph County Transportation Authority
St. Marys Guardian Angel Respite and Day Care Serv
Suburban Mobility Authority for Regional Transportation
Sumpter Twp
SUPERIOR DELIVERY AND TRANSPORTATION (VEHICLE LOCATION)
The Arc of Livingston
Thunder Bay Transportation Authority
TRICO Opportunities, Inc.

Troy Medi-Go
Twin Cities Area Transportation Authority
United Methodist Community House
U.P. Community Service Inc.
Van Buren Public Transit
Virginia Park CT Service Corp.
Vital Care Adult Day Center
Vocational Independence Program Transportation
Warren Parks & Rec.
Waterford Senior Center
Wellspring Lutheran Services
Western-Washtenaw Area Value Express
White Lake Township
Yates Township
Ypsilanti - Ann Arbor Transportation Authority

STATE OF MICHIGAN

Contract No. 22000000793

Accessible Passenger Vehicle - Modified Mini-van Minimum 4 Years/100,000 Miles SCHEDULE F EQUIPMENT CHECKLIST

I	Instructions: Complete each section of the following Equipment Checklist document. If applicable, provide as much detail as possible, in the evaluation portion, by listing product and model names, sizes, materials used, type, etc. <u>Failure to complete this document and return with your bid package shall result in a bid disqualification.</u>			
II	BODY SPECIFICATIONS			
		Item	Product Name and Model	Size, Material, and/or Type
A.		General design and construction	Chrysler Voyager LX	OEM van with lowered floor
B.	1.	Body structure and exterior panels	Chrysler Voyager LX	OEM
	2.	Interior panels	Chrysler Voyager LX	OEM
	3.	Interior length	Chrysler Voyager LX	90"
	4.	Interior width	Chrysler Voyager LX	61"
	5.	Interior height	Chrysler Voyager LX	59"
	6.	Exterior length	Chrysler Voyager LX	199.25"
	7.	Exterior width	Chrysler Voyager LX	80.25"
	8.	Exterior height	Chrysler Voyager LX	77"
C.		Interior – Color	Chrysler Voyager LX	Light Grey
D.		Flooring	Chrysler OEM/ FR Conversions	Woodgrain Altro Floor 2.2mm
E.		Gauges	Chrysler OEM	Standard OEM
F.		Fare box	ADIR Corp	Steel with lock and 2 keys
G.		Bumpers	Chrysler Voyager LX	OEM
H.	1.	Undercoating	FR Conversions	Powder Coated lowered floor frame / per OEM specs
	2.	Rustproofing	Chrysler Voyager LX	OEM
I.	1.	Interior mirrors	Chrysler Voyager LX	OEM
	2.	Sunvisors	Chrysler Voyager LX	OEM
J.		Exterior Mirrors	Chrysler Voyager LX	OEM
K.	1.	Seats – Driver	Chrysler Voyager LX	OEM
	2.	Seats – Passenger	Chrysler Voyager LX	OEM
	3.	Seats – Fold-up	Freedman 3pt	Per Specs
	4.	Seats – Flip-up	Freedman 3pt	Per Specs
L.		Ramp (platform type)	FR Conversions	52.5" long by 30" wide, 1000 lbs capacity
III	WHEELCHAIR SECUREMENT AREA			
		Item	Product Name and Model	Size, Material, and/or Type
A.		Wheelchair securement	Q-Straint QRT Max Slide-N-Click	Per floorplan
B.		Wheelchair restraints	Q-Straint QRT Max Slide-N-Click	With shoulder harness
C.		Restraint storage system	TDSS	Slide-N-Click mount
IV	CHASSIS SPECIFICATIONS			
		Item	Product Name/Model	Size, Material, and/or Type
A.		Chassis	Chrysler Voyager LX/FR Conversions	OEM with FR Conversions Lowered Floor
B.		Tilt Wheel/Power Steering	Chrysler Voyager LX	OEM
C.	1.	Wheelbase – 121" minimum	Chrysler Voyager LX	121.7" OEM

D.		Engine - Gasoline	Chrysler Voyager LX	3.6-LITER PENTASTAR V-6
F.		Transmission	Chrysler Voyager LX	NINE-SPEED AUTOMATIC
G.		Alignment	Chrysler Voyager LX/ FR Conversions	Per specs
H.		Gross Vehicle Weight Rating (GVWR)	Chrysler Voyager LX	6,055 lbs
		Front axle rating	Chrysler Voyager LX	2900 lbs
		Rear axle rating	Chrysler Voyager LX	3250 lbs
J.		Battery	Chrysler Voyager LX	650 CCA
K.		Battery Cables and Grounds	Chrysler Voyager LX	Per specification
L.		Alternator	Chrysler Voyager LX	180 amp
N.		Brakes	Chrysler Voyager LX	4 wheel disc with ABS/ESC/ Traction Control
O.		Fuel tank	Chrysler Voyager LX	19 Gallon
P.		Hazard flashers	Chrysler Voyager LX	OEM
Q.		Shock absorbers	Chrysler Voyager LX	OEM
R.		Suspension - Front	Chrysler Voyager LX	OEM
S.		Suspension - Rear	Chrysler Voyager LX/ FR Conversions	Heavy-Duty Springs
T.		Stabilizer	Chrysler Voyager LX	OEM
U.		Wheels	Chrysler Voyager LX	17-Inch x 7.0-Inch Aluminum Wheels
V.		Tires	Chrysler Voyager LX	235/65R17 BSW All-Season
X.		Wipers / Horn	Chrysler Voyager LX	OEM
Y.		Radiator and cooling system	Chrysler Voyager LX	OEM
Z.		Fluids	Chrysler Voyager LX	OEM
AB.		Exhaust system	Chrysler Voyager LX/ FR Conversions	33 Polished Stainless Steel
V	OTHER ITEMS			
		Item	Product Name and Model	Size, Material, and/or Type
A.	1.	Safety – Fire extinguisher	Amerex ABC	5lb
	2.	Safety – Reflective triangles	FR Conversions	Mounted
	3.	Safety – Web Cutter	FR Conversions	Mounted
	4.	Safety – Reverse alarm	ECCO	107 db
VI	OPTIONS – ALTERNATE QUOTES			
1		Rear Entry	Chrysler Voyager LX/ FR Conversions	Rear Entry Full Cut
2		Third Seat Folding Footrest	Chrysler Voyager LX/ FR Conversions	OEM Third seat with riser and FR Conversions footrest
3		Donation Box	ADIR Corp	Steel w/2 keys
4		Additional Wheelchair Occupant Securement Belts	Q-Straint	Q-8300-A-SC
5		2 Passenger Fold-away Seat – Side Entry	Freedman Foldaway	3pt belt
6		Swing-away Side Entry Ramp	Not Available	Not Available
7		2 – Way Radio Prep	FR Conversions	Per specification
8		Video Surveillance System	Safety Vision	See attached documentation
9		Video Surveillance Prep	FR Conversions	Per specification
10		Textile Protective Barrier	Professional Plastics	Auto Sneeze Guard for SUV/Minivan
11		2 Passenger Cantilever Seat – Rear Entry	Freedman	3pt belt
12		Paint - One stripe	TESCO	3M Vinyl
14		Paint - Different Full body	TESCO Custom	Custom Full Paint
VII	VENDOR / MANUFACTURER REQUIREMENTS			List electronic file names

A		Modified mini-van information furnished	C - FR Conversions Build Specification MY 2022 Pacifica Voyager Crosswind Side Entry.pdf C - FR Conversions Build Specification MY 2022 Pacifica Voyager Breeze Long Channel Rear Entry.pdf
B		Manufacturer quality control (name/title)	VII-B Voyager Side Entry Conversion Process Overview by Station.pdf Trisha Tarr, COO
E		Purchaser inspection	VI-E Inspection.pdf TESCO has setup primary inspection points at: Suburban Ford of Sterling Heights 40333 Van Dyke Sterling Heights, MI 48313 Bob's Truck Service 3945 Dove Road Port Huron, MI 48060 Transportation Equipment Sales Corp 6401 Seaman Road Oregon, OH 43616 (under thirteen miles from Michigan border)
F		Warranty	E - FR Warranty Certificate.pdf E - FCA FLEET_2022_Limited_Powertrain_Warranty.pdf
VIII	DOCUMENTS & DRAWINGS		List electronic file names
A.		The Michigan request for proposal (RFP) and modified mini-van specification forms completed in detail.	A - Proposal Instructions Confidential Treatment Form and Vendor Questions Worksheet - RFP 220000000759 TESCO.pdf A - Schedule A - Statement of Work Completed by TESCO.pdf A - Schedule B - Modified Minivan Specifications AD3 Completed by TESCO.pdf A - Schedule F - Equipment Checklist Completed by TESCO.pdf

B.		Modified mini-van floor plans indicating dimensions and showing the interior layout of the modified mini-van. The plan shall include wheelchair placement and be drawn to scale for all configurations.	B-Side Entry Floor Plan.pdf B-Rear Entry Floor Plan.pdf
C.		Manufacturer's chassis description (specifications).	C - FR Conversions Build Specification MY 2022 Pacifica Voyager Crosswind Side Entry.pdf C - FR Conversions Build Specification MY 2022 Pacifica Voyager Breeze Long Channel Rear Entry.pdf
D.		Manufacturer's technical specifications for wheelchair ramps and wheelchair restraints. Manufacturer's sales literature is acceptable if it contains the technical specifications.	C - FR Conversions Build Specification MY 2022 Pacifica Voyager Crosswind Side Entry.pdf C - FR Conversions Build Specification MY 2022 Pacifica Voyager Breeze Long Channel Rear Entry.pdf
E.		The warranties for chassis and drive train.	E - FCA FLEET_2022_Limited_Powertrain_Warranty.pdf E - FR Warranty Certificate.pdf
F.		If applicable, as required by Title 49 of the CFR, Part 663 – Subpart D, a copy of the manufacturer's self-certification information concerning the modified mini-van's compliance with relevant Federal Motor Vehicle Safety Standards (pre-award)	H - Bidder Certification - Side Entry Buy America.pdf H - Bidder Certification - Rear Entry Buy America.pdf
G.		Completed Schedule C - Federal Transit Administration (FTA) clauses shall be attached to bid quotation.	G - Schedule C - Federally Required Contract Clauses - Signed.pdf
H.		Buy America analysis of manufacturer's list of component and subcomponent parts (pre-award).	H - Bidder Certification - Side Entry Buy America.pdf H - Bidder Certification - Rear Entry Buy America.pdf
I.		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 modified mini-van model being offered in this bid.	I - 2017 Chrysler Pacifica Crosswind Side Entry Crash Test Executive Summary August 2019.pdf I - FMVSS 214 Documentation Crash Test Rear Entry.pdf I - FR 2017 Chrysler Pacifica Breeze Crash Test Executive Summary May 2019 FMVSS 214.pdf
J.		Data sheet to include make, model, and serial numbers of all optional equipment	J - Rear Entry Brochure.pdf J - Q-Straint Brochure.pdf J - 3PT-Seat Brochure.pdf J - Video Surveillance Monitor.pdf J - Video Surveillance Cameras.pdf J - Video Surveillance HVR.pdf
K.		Proof of valid motor vehicle dealer licensing from state, county, or municipality.	K - Dealers License Seaman Rd Effective March 2020.pdf

L.		A copy of the dealer agreement between the Modified mini-van Manufacturer and the designated bidder.	L - TESCO - FR Conversions - Distributor Agreement 2022.pdf
M.		Certification that the modified mini-van model offered is a 4 year or 100,000 mile and will meet the requirements of Federal Register Rules and Regulations 49 CFR Part 665, Modified mini-van Testing Program. Stating from § 665.13 Test Report and Manufacturer Certification, Section (b)(1), "A manufacturer of a new modified mini-van model or a modified mini-van 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".	N - Altoona FR Side Entry.pdf N - Altoona FR Rear Entry.pdf
N.		FULL Altoona Test Report.	N - Altoona FR Side Entry.pdf N - Altoona FR Rear Entry.pdf
O.		Schedule D - Affidavit for Driver Delivery	O - Schedule D - Affidavit For Driver Delivery Signed.pdf
IX	EXCEPTIONS - List all exceptions in the space below:		
<p>There are no exceptions to specifications.</p>			
X	BIDDER COMMENTS		

STATE OF MICHIGAN

Contract No. 220000000793

Accessible Passenger Vehicle - Modified Minivan

Schedule G -Pricing

1. Quick payment terms: ___0___ % discount off invoice if paid within ___0___ days after receipt of invoice.
2. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

COST MODEL/EVALUATION FORM

Accessible Passenger Vehicle - Modified Minivan

Minimum 4 Years/100,000 Miles

Instructions: Complete each section of the following cost model document. 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:	FR Conversions			
Bidder Company Name:	Transportation Equipment Sales Corporation			
Bidder Address:	6401 Seaman Road PO Box 167230 Oregon OH 43616-7230			
Preparer's Name:	Jeff Pappas			
Inspection Facility:	Bob's Truck Service Transportation Equipment Sales Corporation			
Address of Inspection Facility:	Bob's Truck Service 3945 Dove Road Port Huron, MI 48060 Transportation Equipment Sales Corp 6401 Seaman Road Oregon, OH 43616 (under thirteen miles from Michigan border)			
I	Instructions: Complete each section of the following cost model document.			
II	COST MODEL			
	Qty	Description	Unit Price	Extended Total
		Vinyl Seat Covers		
A	50	3 + 2 passenger side ramp vehicle	\$63,919.40	\$3,195,970.00
		Cloth Seat Covers		
B	50	3 + 2 passenger side ramp vehicle	\$63,919.40	\$3,195,970.00
		SUBTOTAL (A&B)		\$6,391,940.00
AA.		Equipment Options		
A	20	Rear Entry Conversion	-\$8,625.51	-\$172,510.20
B	30	Swing-away Side Entry Ramp	not available	not available
C	75	Paint – 3” stripe	\$276.69	\$20,751.75

D	75	Foldaway rear seat foot rest	\$0.00	\$0.00
E	100	Donation Box	\$201.50	\$20,150.25
F	75	Additional Wheelchair Occupant Securement Belt	\$607.52	\$45,563.63
G	40	2 Passenger Fold-away seat - Side Entry	\$1,743.35	\$69,733.90
H	45	Two Way Radio Prep	\$440.10	\$19,804.39
I	45	Video Surveillance System	\$2,898.23	\$130,420.24
J	45	Textile Protective Barrier	\$251.63	\$11,323.24
K	100	Video Surveillance Prep	\$452.13	\$45,212.75
L	30	2 Single Passenger Cantilever Seat - Rear Entry Only	\$1,859.64	\$55,789.13
SUBTOTAL (Options AA)				\$246,239.06
		GRAND TOTAL EVALUATION PRICE OF A, B, C, D, AA		\$6,638,179.06