



STATE OF MICHIGAN PROCUREMENT
Department of Technology, Management, and Budget
320 S. Walnut, Lansing, Michigan 48933
P.O. Box 30026 Lansing, Michigan 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **220000001206**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Forest River Bus, LLC
	2367 Century Dr.
	Goshen, IN 46525
	Mike Anglemeyer
	(800) 348-7440, ext 52115
	manglemeyer@forestriverinc.com
	VS0240616

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: Battery Electric Cut-Away Bus			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 2, 2022	August 1, 2024	2, one year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days		90-120 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 #220000001057. 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			\$73,000,000.00

FOR THE CONTRACTOR:

Forest River Bus, LLC
Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Pamela Platte – Director of Enterprise Sourcing
Name & Title

DTMB Procurement
Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Forest River Bus LLC (“**Contractor**”), an Indiana Limited Liability Company. This Contract is effective on 8/2/2022 (“**Effective Date**”), and unless terminated, expires on 8/1/2024.

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	Mike Anglemeyer Government Contracts Manager 2367 Century Dr Goshen IN 46525 manglemyer@forestriverinc.com 800-348-7440 x-52115

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) 284-6996	Mike Anglemeyer Government Contracts Manager 2367 Century Dr Goshen IN 46525 manglemyer@forestriverinc.com 800-348-7440 x-52115

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	Mike Anglemeyer Government Contracts Manager 2367 Century Dr Goshen IN 46525 manglemyer@forestriverinc.com 800-348-7440 x-52115

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. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

In addition, other States are permitted to separately contract with the Contractor for the purchase of buses using the Technical Specifications and Pricing in this Contract, by way of a separate agreement between any such State(s) and Contractor. The separate contract(s) between State(s) and Contractor(s) allows for modifications upon mutual agreement by both parties. Any such separate agreement that Contractor may enter into does not alter this Contract in any way, and the State of Michigan does not become a party to any such agreement and does not assume any liability or responsibilities pertaining to any such separate agreement. With respect to any such contract, Contractor will pay the State of Michigan .25% of all amounts Contractor invoices or bills under that separate contract, regardless of whether

Contractor is paid for such invoiced amounts. Contractor will make such payments within 30 calendar days from the last day of each calendar quarter.

Contractor must submit invoices to, and receive payment from, extended purchasing program members and other States on a direct and individual basis.

- 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	DESCRIPTION
Schedule A	Statement of Work

Schedule B	Specifications
Schedule C	Federal Clauses
Schedule D	Affidavit For Driver Delivery
Schedule E	Equipment Checklist
Schedule F	Pricing

- 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:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.

- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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:

- 1) 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.
- 2) 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.
- 3) 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:

- 1) **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.
- 2) **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.
- 3) **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:

- 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 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.
- 2) **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.
- 3) **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.

- 4) 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](#).

- 1) 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).
- 2) 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.
- 3) 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
- 4) 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.

- 1) 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:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2) 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>.
- 3) 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
 - d. 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, Forest River Bus LLC, 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

Ryan Lamb, Director of Special Projects

Name and Title of Contractor's Authorized Official

5/24/2022

Date

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

Contract No. 220000001206

Battery Electric Cut-away Buses

BACKGROUND

This contract is used to provide funding to authorized transit agencies in Michigan and other States for the purchase of Battery Electric Cut-away Buses.

SCOPE

The Contractor must provide Battery Electric Cut-away Buses per **Schedule B – Specifications** and all other requirements of this solicitation.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

- A. Contractor must provide a Battery Electric Cut-away Bus per **Schedule B, Specifications for Battery Electric Cut-away Bus**. In the Specification documents, all cells in “Product Detail or Pre-Approved Alternate” column must be completed by bidder for each item.

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 (if applicable), 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 Battery Electric Cut-away Bus 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 Battery Electric Cut-away Buses** 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.
- B. Bidders who wish to propose an Alternate Product must submit the proposed item(s) in question form by the Bid Q&A deadline. (See Proposal Instructions section 3).
- C. Bidders must include thorough descriptive literature and technical data for each item that may include but is not limited to: dimensions, raw materials and purchased parts.
- D. It is the Bidder's responsibility to submit sufficient information to enable the State to evaluate whether their proposed Alternate Product is of equal quality to the reference brand.
- E. In the Q&A addendum posted on www.michigan.gov/SIGMAVSS, the State will indicate whether a proposed Alternate Product is approved.
- F. Bidders should list all their proposed Alternate Products in the "Product Detail or Pre-Approved Alternate" section of the **Schedule B, Specifications for Battery Electric Cut-away Bus** in their bid.

Approval of Alternate Bids or Alternate Products is solely at the State's discretion. A Bidder proposing an Alternate Product not approved in the Q&A addendum may lose evaluation points or be disqualified from further consideration, also solely at the State's discretion.

1.2. Warranties

The Contractor must provide warranties per **Schedule B, Specifications** for Battery Electric Cut-away Buses, section VII. A.

Contractor's dealer has a customer service department dedicated to resolving customer warranty and service issues. Dealer employs two customer service representatives. If a customer has a warranty issue, they must first call the Contractor's toll-free number before taking the vehicle to a service facility. All buses will be delivered with a document stating the warranty procedure. The customer service team will quickly direct them to the proper service facility based on the uniqueness of the issue. If the customer has a preference for a particular service facility, the customer service department will attempt to honor the request to use that facility. This also applies to customers that have their own in-house service department.

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

The dealer uses a tracking system linked to ERP software to manage warranty issues. This ensures that each and every issue is handled quickly, and professionally. All notes

regarding the issue are entered into this system so that all dealer employees can be up to speed on the situation in seconds. The issues remain open on the system until the customer has stated they are satisfied.

In the unlikely event of a series of warranty issues, the dealer has the ability to send their own technicians or have the factory technicians available to solve the problem.

1.3. Recall Requirements and Procedures

If there is an official recall on the Glaval bus or a major component of the bus, Glaval, Chevrolet 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. Contractor's dealers 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.

Dealer will then work with each transit agency in getting the issues resolved. Depending on the recall, the agencies will send the vehicle to the closest service facility or possibly perform the work themselves with the dealer reimbursing them for the service. In the case of a fleetwide recall, the manufacturer and/or the dealer field technician may come to the transit agency to perform the repairs.

1.4 Quality Assurance Program

Explain your Quality Assurance Program(s).

Contractor's dealer has a policy that all activity relating to bus transactions are tracked using an in-house ERP system, a web-based issue tracking system, or email. All significant information including but not limited to build order, tracking dates, and contact information are stored in the ERP system.

The dealer creates an Inspection and Delivery Process Document. This document lists all contract specific items that may differ from the normal process.

1.5 Incentives

Contractor's dealer will offer trade-in pricing to any agency wishing to trade their current vehicles.

The dealer also has an in-house leasing company, to assist in providing leasing options to the State of Michigan or individual agencies.

The dealer has the ability to provide a customized website for this contract. They will soon be adding the capability to allow MDOT or its agencies to review outstanding issues including warranty claims or bus delivery status on our website.

The dealer will provide discounted pricing for volume orders of over ten identical vehicles.

2. Service Requirements

2.1. Timeframes

All Contract Activities must be delivered within 120 business days after receipt of chassis. 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.

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

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

In addition, the dealer is willing to offer one or more annual training seminars for all Michigan transit agencies. The dealer will bring in field technical service representatives for the body, the wheelchair lift and the air conditioning system as well as 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 dealer's ERP software application provides reporting for the status of bus orders in any stage of the transaction at any time. The reports can be made available in multiple formats including but not limited to Excel, PDF, HTML or other web services-based processes.

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, or a Product Representative 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 – 5:00pm.

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

Program Manager and Contractor Representative at Glaval:

Mike Anglemyer
Government Contracts Manager
(Responsible for contract management)
2367 Century Dr
Goshen IN 46525
manglemyer@forestriverinc.com
800-348-7440 x-52115

Program Manager for TESCO:

Jeff Pappas, Vice-President
jpappas@tescobus.com
6401 Seaman Rd, Oregon OH 43616
(Physical location: Toledo, OH)
800-227-3572
419-720-7451

Contractor Representative for TESCO:

Blair Taseff, Regional Account Manager
(Responsible for the daily operations of this Contract)
btaseff@tescobus.com
6401 Seaman Rd
Oregon OH 43616
(Physical location: Avon, OH)
office 800-227-3572
mobile 440-653-0193

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

Here are the relevant staff members for this contract:

Blair Taseff Account Manager TESCO btaseff@tesobus.com office: 419-836-2835 mobile: 440-653-0193		Jeff Pappas Vice-President TESCO jpappas@tescobus.com 419-720-7451
Diane Krueger Order Manager TESCO dkrueger@tescobus.com 419-720-7411	Sara Newton Titling and Warranty Registration TESCO snewton@tescobus.com 419-720-7413	Adam Laurell Accounts Receivable Manager TESCO alaurell@tescobus.com 419-720-7414
Josh Wise Customer Service Manager TESCO jwise@tescobus.com 419-720-7471	Jake Stewart Parts Manager TESCO jstewart@tescobus.com 419-720-7461	Fred Mahaney Service Manager TESCO fmahaney@tescobus.com

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.

Glaval (800) 348-7440

TESCO (800) 227-3572

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.

TESCO (800) 227-3572

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 bid, 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.

Bidder 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.

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 Battery Electric Cut-away Buses 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.

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 400 Battery Electric Cut-away Buses.

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 Battery Electric Bus ordered by the State for its transit agencies.
- B. The Battery Electric Cut-away Buses 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 Battery Electric Cut-away Buses 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 Battery Electric Cut-away Buses 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 \$1000 per individual per day for the removal of any Key Personnel without prior approval of the State.
- The State is entitled to collect \$1000 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.

12.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

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.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.
- C. **Please Note:** Should bidders require clarification or have any questions with regard to the SLAs, they should submit them during the *Question and Answer Period* of this solicitation; please see the **Proposal Instructions** for the timeline.

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 (standard chassis delivery is 120 days)</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>

STATE OF MICHIGAN

Contract No. 220000001206

Schedule B
State of Michigan
Office of Passenger Transportation
Specifications for

Small Class of Battery Electric Buses, Class I - 5 Years/150,000-Mile (minimum); Class II - 7-Years/200,000-Mile (minimum) of Non-lift and Lift Transit Buses with Alternate Seating

I. PURPOSE OF SPECIFICATIONS

These specifications are setting forth the minimum requirements for a two-axle, transit class commercial non-lift bus or a Paratransit type commercial bus equipped with a commercial wheelchair lift. The body shall be mounted on a commercial or recreational vehicle (RV) chassis. At a minimum, buses must meet all applicable Michigan Motor Carrier Vehicle Codes, all applicable Federal Motor Vehicle Safety Standards (FMVSS), and the Americans with Disabilities Act (ADA).

Buses in these specifications shall be defined by the following classes:

- A. Small Class I: Minimum 11,500 GVWR
- B. Small Class II: Minimum 14,200 GVWR

The Small Class of buses must be capable of seating a minimum of 11 adult forward facing passengers or an alternate capacity of ambulatory adult passengers and wheelchair passengers. The buses shall be fully and/or partially tested (a related full report shall be submitted with any partial test for each fuel type, Gasoline, and Propane) at the Penn State/Thomas D. Larson Pennsylvania Transportation Institute – the Altoona Bus Research and Testing Center and must certify the following with a copy of the “Altoona Bus Test Report”:

- A. The bus model(s) offered is a minimum Class I - 5 years/150,000-mile, Class II – 7 years/200,000-mile bus service life category.
- B. Will meet the requirements of Federal Register Rules and Regulations 49 CFR Part 665, Bus Testing Program.
- C. Testing is required for a manufacturer of a new bus model or a bus produced with a major change in component or configuration shall provide a copy of the test report(s) as specified in §665.11 and § 665.13.
- D. Bidders shall submit any and all reports related to the buses in this bid as specified in §665.11 and § 665.13

Chassis serial number, body number, axle ratio (if applicable), gross vehicle weight rating (GVWR), seating capacity and paint codes shall be imprinted on a permanent decal(s) or stamped on a metal plate(s) and affixed in the driver's area of the bus (location to be approved by the State).

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

- A. Please refer to Schedule A Statement of Work, section 1.1, A.& B. ; 1.1.1 A. thru F. for additional specification requirements.

II. SPECIFICATIONS

A. GENERAL DESIGN AND CONSTRUCTION

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

Specification Requirement	Product Detail or Pre-Approved Alternate
1) SAFETY: The chassis and body shall be designed using only prudent, proven engineering principles with all work performed only by professional established firms. The bus purchased shall comply with all State regulations and requirements applicable to the design and manufacture of motor buses for the State of Michigan.	The Glaval bus will comply with this specification.
2) DRIVER SIZE and COMFORT: Design criteria of bus purchased shall be for all females from the 5th percentile to males of the 95th percentile, to be equally as comfortable in using all controls required to safely drive and maneuver the bus. All driver controls shall comply with FMVSS 101, with hand and foot controls required to operate the bus safely,	The Glaval bus will comply with this specification. The driver area is Chevrolet OEM.

including the placement of exterior adjustable mirrors, positioned to meet this safety requirement.	
3) QUALITY of WORKMANSHIP: All labor employed in both the manufacturing and assembly processes of the bus purchased shall be to the highest industry standards. The entire bus shall be within all established engineering tolerances set by all parties involved in the design and production of the bus. All added components shall be installed and positioned according to the component manufacturer's installation procedures which shall be available upon request.	The Glaval bus will comply with this specification.
4) WELDING: All welding procedures used throughout the construction of the bus, including materials, qualifications, and training of personnel, shall be in accordance with the standards of the American Society for Testing and Materials (ASTM) and the American Welding Society (AWS). Contact surfaces of all material to be welded shall be clean, and free of grease, paint, rust, and scale. After welding, all rough edges and surfaces on parts shall be ground smooth and coated with a corrosion inhibiting primer and paint.	The Glaval bus will comply with this specification. The welders used by Glaval are trained per specification.
5) ATTACHMENT HARDWARE: All rivets, screws, bolts, nuts, washers, and other types of fasteners used in the construction process, including those that would be exposed to the elements, shall be of appropriate size and strength rating for the application. They shall be sprayed with or dipped in a rust-resistant coating material, be plated, be stainless steel, or otherwise be made of rust-resistant type material, all of which will pass the 480-hour ASTM B117 Salt Spray test and the 480 hour ASTM D2247 Humidity Resistance test (see section C. Vendor/Manufacturer Requirements, subsection 6. Bid Documents, items v. & x.). Fasteners used by the respective component manufacturers in their assemblies are acceptable as part of the assembly.	The Glaval bus will comply with this specification.
B. BODY SPECIFICATIONS	
1) Gross Bus Weight Rating	
a. Small Class I i Front Axle Rating – 3,700-lb. minimum. Bus shall not exceed chassis manufacturer's rated front axle weight capacity. ii Rear Axle Rating, -7,800-lb. minimum. Bus axle weight shall not exceed chassis manufacturer's rear axle weight rating or spring and tire capacity. iii Chassis GVWR - 11,500-lb. minimum. (see Section I Purpose of Specifications.) Engineering calculated loaded bus axle weight charts are required with the bid (see section C. Vendor/Manufacturer Requirements, subsection 6. Bid Documents, item b.).	The Chevrolet 4500 chassis will comply with this specification for Class I vehicles.
b. Small Class II i I-Beam Front Axle Rating – 4,600-lb. minimum. Bus axle weight shall not exceed chassis manufacturer's front axle weight rating or spring and tire capacity ii Rear Axle Rating, - 9,450-lb. minimum. Bus axle weight shall not exceed chassis manufacturer's rear axle weight rating or spring and tire capacity. iii Chassis GVWR -14,200-lb. minimum. (see Section I Purpose of Specifications.) Engineering calculated loaded bus axle weight charts are required with the bid	The Chevrolet 4500 chassis will comply with this specification for Class I vehicles.

(see section C. Vendor/Manufacturer Requirements, subsection 6. Bid Documents, item b.).	
2) Vehicle Loading	
In no case shall the vehicle GVWR or the front or rear gross axle weight rating (GAWR) or any components therein, exceed the OEM Chassis rating, when the vehicle with all options installed is fully loaded with passengers 150 lbs. per ambulatory seated passenger and driver, 250 lbs per mobility aid passenger. A weight distribution schematic and loading calculation must be shown for each floor plan and submitted with bid for each floor plan offered.	The Glaval bus will comply with this specification.
3) Unladen Weight	
A copy of a weight certificate from a state (state of final builders' location will be accepted for these purposes) certified scale showing the four corner unladen weight of the vehicle, must be submitted at time of delivery.	The Glaval bus will comply with this specification.
4) Powertrain	
a. The powertrain must qualify under the Buy America Act requirements.	The Glaval bus will comply with this specification. The powertrain is supplied by Lightning eMotors.
b. Maximum operating speed shall not be less than 65 MPH. Bidder must submit maximum operating speed.	The Glaval bus will comply with this specification. The maximum operating speed is 65mph.
c. Batteries system shall include an active thermal management system that maintains optimal operating temperature with ability to cool below or heat above ambient temperatures for increased range without causing driver or fleet intervention. Hoses and tubing for the thermal management system must be automotive grade silicone and use constant torque clamps and be routed in a manner that ensures they not interfere with other bus components. Batteries shall be encased and designed to not allow the fleet access to battery cells. Batteries must be made easily accessible for service or replacement.	The battery electric powertrain provided by Lightning eMotors will comply with this specification.
d. Battery Pack capacity for wide body cutaway classes shall be a minimum of 105kWh and 85kWh for van and narrow body cutaway classes. Larger battery pack options should also be included with submission.	The battery electric powertrain provided by Lightning eMotors will comply with this specification.
e. Cabling used must be high voltage stranded J2840 cable and grommets in any through hole to prevent rubbing and not interfere or contact other bus components, including the body.	The battery electric powertrain provided by Lightning eMotors will comply with this specification.
f. The electric motor used to power the vehicle shall be of adequate capacity to insure the safe operation of the vehicle in transit use.	The battery electric powertrain provided by Lightning eMotors will comply with this specification.
g. System shall include regenerative braking technology which will provide optimal operational range.	The battery electric powertrain provided by Lightning eMotors will comply with this specification.
h. System shall include as standard, Level 2 AC onboard charging accommodating industry standard J 1772 charging and also offer optional Level 3 DC charging at a minimum of 50kWh. Vehicle shall be configured so that it cannot move while connected to EVSE charging station.	The battery electric powertrain provided by Lightning eMotors will comply with this specification.
i. The instrument cluster readout shall be designed to display metrics such as state of charge and power usage. All other instruments (e.g., turn signals) must remain functional.	The battery electric powertrain provided by Lightning eMotors will comply with this specification.
j. System shall include software package and devices necessary to diagnose and correctly service vehicle.	The battery electric powertrain provided by Lightning eMotors will comply with this specification.
k. Underlying base chassis with OEM Warranty must be maintained following electrification (excludes powertrain).	The Lightning eMotors upfit honors the base chassis warranty on non-powertrain components.
l. Powertrain supplier shall be part of the manufacturer's certifying program at time of delivery.	The Glaval bus will comply with this specification.

m. Powertrain warranty must minimally match the chassis OEM drivetrain warranty.	The battery electric powertrain provided by Lightning eMotors will comply with this specification. The Lightning eMotors powertrain warranty is 5 years, 60,000 miles and battery pack warranty is 5 years / 150,000 miles.
n. Battery warranty must be a minimum of 5 years or 150,000 miles. Battery degradation not included.	The battery electric powertrain provided by Lightning eMotors will comply with this specification.
o. Cost for system must include all modifications necessary to insure a fully operational bus, including, but not limited to HVAC system modifications.	The Glaval bus will comply with this specification.
p. Passenger capacity is to be proposed via submitted floorplans and may be reduced to accommodate additional weight of the system.	The Glaval bus will comply with this specification.
q. Separate BEB modification packages may be offered on the same cutaway proposal if described fully with technical information supplied as long as they all meet the aforementioned requirements.	The Glaval bus complies with the primary BEB specifications.
r. Facility performing BEB modification is to be identified, inspected, and approved by MDOT or authorized representative.	The BEB modification will be performed by Lightning eMotors at their facility located at 815 14 th St SW, Suite A100, Loveland CO 80537
s. All high voltage or hazardous components are to be clearly marked and labeled.	The Glaval bus will comply with this specification.
5) Brakes	
Dual hydraulic power-assisted system with four-wheel disc-type brakes. A foot operated parking brake shall be supplied with a warning light on the dashboard.	The Glaval bus will comply with this specification.
6) Springs	
The front and rear springs shall have a ground load rating equal to or exceeding the GVWR of the vehicle. Shim or comparable method that is recommended by the OEM, shall be installed on the lift side of the vehicle to keep the bus level.	The Glaval bus will comply with this specification.
7) Shock Absorbers	
Each chassis shall be equipped with front and rear, heavy-duty, double-acting gas filled shock absorbers, the highest rating available from the OEM, to match GVWR.	The Glaval bus will comply with this specification. This component is chassis OEM.
8) Steering	
Each vehicle shall be equipped with OEM power-assisted steering. Steering shall incorporate an OEM factory installed tilt wheel feature, and cruise control must be included.	The Glaval bus will comply with this specification. This component is chassis OEM.
9) Wheels	
Each vehicle shall be equipped with seven OEM matching steel-disc wheels. The rated capacity shall equal or exceed the GVWR of the vehicle. Rear dual wheels will have a brass or stainless valve extension installed and secured to the outside on each set of rear wheels to check and fill air pressure. Proposer must offer optional tire pressure monitor sensors (TPMS).	The Glaval bus will comply with this specification. This component is chassis OEM.
10) Tires	
Seven matching OEM steel-belted radial ply tires of equal size and rating. The combined load rating of the tires shall equal or exceed the GVWR of the vehicle. The spare tire shall be mounted to the wheel and shall be secured inside the vehicle and shipped and delivered with the vehicle unless optional spare tire carrier is selected (carrier not available and does not apply to Class I vehicles).	The Glaval bus will comply with this specification. Six of the tires are chassis OEM. The spare tire requires a special order chassis to be OEM. If a special order chassis is not available within a reasonable amount of time, the state of Michigan will be asked if a third party tire is acceptable that meets the OEM tire specifications.
11) Bumpers	
A rear anti-ride bumper shall be installed, equal to Romeo RIM, HELP. A backup camera must be included, and a	The Glaval bus will comply with this specification. Glaval will use the ROSCO BSSK-1000 system.

reverse assistance system with sensors must be included as an option, with HawkEye as the suggested source. These will be integrated into the bumper and must continue to operate after repeated 5-mph impacts.	
12) Axles	
The sum of the front and rear axle ratings shall equal or exceed the GVWR of the vehicle. The rear axle shall be single-speed type.	The Glaval bus will comply with this specification.
13) Driveshaft	
Protective metal guard(s) for the driveline shaft(s) shall be provided to prevent a broken shaft from touching the ground or any brake or powertrain line and prevent the shaft from contacting the floor of the bus.	The Glaval bus will comply with this specification.
14) Electrical	
a. General <ul style="list-style-type: none"> i. The auxiliary electrical system shall be a 12-volt system. All electrical accessories except mobile radio, lights, and mobility aid lift must be wired through the ignition and must shut off when the ignition is shut off. ii. The system must be a modular field programmable, micro-processor controlled, hybrid relay/solid state electronic control center. The system will contain timed and flashing outputs, ability to offer up to six (6) unique sounding selectable audible warnings as a standard feature. iii. Self-diagnostics will be integrated for ease of troubleshooting including circuit & fuse status LED indicators, as well as the ability to flash detailed trouble codes when in diagnostics mode. The system shall include automatic load shedding to protect itself from damage. iv. The system must acquire chassis data (i.e., transmission range, vehicle speed) via a "plug & play" connection to the chassis. The system will use Passive Data Acquisition (PDA) and utilize Intermittent Fault Filter (IFF) technology to filter out erroneous input signals. v. The system will include a programmable switch interface module that will utilize a 4-wire network cable to communicate between the bus body switches and the power distribution system. vi. The system will have the capability to include the wheelchair lift/ramp interlock and fast idle. A sub-system LED panel must be provided with the lift interlock & meet FMVSS 403/404 and ADA requirements. "Plug and Play" should not just plug into the diagnostic system that it must be fully integrated into the OEM system. 	The Glaval bus will comply with this specification.
b. Wiring and Switches.	
<ul style="list-style-type: none"> i. All switches and wiring circuits shall be protected with either fuses or circuit breakers. All fuses and circuit breakers shall be labeled for identification and installed above the driver seat with a lockable cover (metal or plastic or vinyl covered wood). A diagram detailing the circuits must be installed on the inside of the cover. ii. The OEM Chassis electrical protection may not be altered or modified in any way. All contractor-installed switches shall be of heavy-duty design. Switches or wiring installed on the motor cover must include quick disconnect harnesses and no electrical, stationary, or mechanical device may block the removal of the motor cover inside the bus. All 	The Glaval bus will comply with this specification.

<p>electrical terminals shall be heavy-duty, pressure type terminals.</p> <p>iii. Wire connections shall be machine crimped with Packard type (positive lock) connectors. All terminals shall be of the full ring type, sized for the terminal screw or stud. All wire terminals exposed to weather must be weather protected by heat shrink tubing or approved equal and be coated with an anti-corrosion spray. All ring terminals shall utilize a star washer to ensure good contact with the metal surface used for grounding circuits. Samples to be provided for review prior to bid award. There shall be no exposed wiring inside the vehicle.</p> <p>iv. All wiring must meet SAE standard requirements. All electrical wiring shall be automotive stranded and shall be loomed; color, number and or function coded every six inches with a schematic showing function code.</p> <p>v. No wires of the same color, number or function code in the same loom or harness. All harnesses that are added to the vehicle will be secured to the frame at a maximum of 24" intervals. Plastic wire ties are not acceptable.</p> <p>vi. Added P-Clamps will be made available for appropriate support/protection as deemed necessary by the Agency. All wires or harness which pass through holes or by sharp edges shall be ran through loom or rubber grommets. All wiring connections shall be done with Packard connectors.</p> <p>vii. No butt connectors or Scotchlocks will be allowed.</p>	
<p>c. Charging System</p>	
<p>i. No alternator or fast idle regulator is required.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>d. Lights</p>	
<p>i. Unless otherwise indicated, all lights, taillights, brake-lights, turn-signal lights, collision avoidance lights, clearance marker lights, and back-up lights, shall be voltage regulated light emitting diode (LED) lights.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>ii. Vehicle to be equipped with:</p> <p>a) OEM daytime running lights.</p> <p>b) Taillights will be grommet mounted and recessed. Taillights shall not protrude more than 2" from the body. A pair of amber hazard and conventional lights shall be provided. Rear lights shall include a pair of red taillights and red stoplights which may be combination lights (equal to a dual filament bulb).</p> <p>c) The lamps shall be constructed with a single piece lens with the cavity seal accomplished via a potting process, a welded lens to the housing construction or a connector fastened through the body of the light is not allowed.</p> <p>d) LED side signal lights, with marker, shall be provided independently, or be incorporated into the center of the bus. Location shall be in front of the rear wheel opening and provide visibility from behind the rear wheel opening.</p> <p>e) LED Clearance marker lights shall be installed either recessed or surface mounted and armored, facing the front, rear, and each side at rear.</p> <p>f) Center mounted LED light will be provided and mounted above rear window.</p>	<p>The Glaval bus will comply with this specification.</p>

<p>g) Two (2) LED back-up lights, one mounted on each side of the body rear cap, shall be provided.</p> <p>h) LED step lighting will be provided, mounted to provide light for the entire step-well and portion of the ground area outside the bus. The step lights shall be extinguished when the front door has closed. Raised floor step lighting shall be provided by one LED Strip light mounted in the step riser. (Must be recess mounted to protect from accidental damage by passengers contacting light while using step.) Exterior step light shall be mounted away from wheel splash and provide light a minimum of three (3) feet beyond the first step on the ground area outside the bus.</p> <p>i) Vehicle shall be equipped with LED rear center brake light.</p>	
<p>e. Standard Batteries</p>	
<p>i. If standard batteries are employed to power auxiliary functions instead of using the powertrain batteries, each vehicle shall have two maximum capacity chassis batteries of equal capacity, rating, and battery type. Mismatch of battery type is not acceptable, particularly mismatch of lead acid and maintenance free types. One battery shall be installed in an easily accessible tray described in Section 14, f, l below and the other shall remain in the OEM motor compartment location.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>ii. Provisions shall be made to charge the auxiliary battery from the motor. Battery cables installed in place of chassis manufacturer's battery cables shall be a continuous run and sized to match the electrical systems maximum current draw. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. The disconnect switch shall be labeled in red lettering "Battery Disconnect, Emergency Use Only". Batteries to be installed using anticorrosive slide blocks for securement. 12-volt system converter provided must allow for sufficient power to supply all accessories while keeping batteries charged.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>f. Standard Battery Tray</p>	
<p>i. If the Standard Battery applies, a locking weather protected sliding type battery box shall be installed on the curbside behind the passenger door with stainless steel bearing slides providing for an automatically latched tray to hold the battery in place and at a safe distance while the battery is being serviced. The battery tray shall be large enough to hold two OEM batteries. The battery tray slides shall have the ability to carry twice the weight of the bus batteries. The battery tray shall have adequate drain holes (a minimum of two). The battery box shall also be equipped with two drain holes preferably adjacent to the two-battery tray drain holes when the tray is in the stowed position. The tray shall have the ability to extend a minimum of 3 inches beyond the opening of the battery compartment. Drain holes to be closely aligned when the battery tray is in the stowed position. Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray which may require shift blocks Battery hold-downs should be properly sized and prevent the battery from shifting or moving in the battery tray which may require shift blocks made of an insulated material to prevent corrosion. All battery securement devices and securement hardware, including slides and tray shall be</p>	<p>A battery tray is not available with the electric powertrain.</p>

<p>stainless steel and be self-locking or tension retaining hardware. Battery box must be designed with full support under the tray. Battery trays that are built without structural support underneath will not be accepted. One thumb-release latch and one locking latch that will rotate 180 degrees from the closed position shall secure the battery door. A chrome retractable latch shall hold the door in the open position. A diagram showing the configuration of the battery cable installation shall be installed to the inside of the battery. Cables shall be long enough to allow specified pull-out extension and shall be protected and flexible enough to fold away when stowed without shorting or damaging the cables. Batteries must have proper ventilation allowing the exchange of air in the battery box preventing the buildup of hydrogen gas.</p>	
g. Grounds	
<p>i. Three added grounds shall be installed on the vehicle; all shall be # 0 gauge. One ground shall be installed between the motor and the OEM frame. The second ground between the Cutaway Body frame and the OEM frame, and a third between the lift pump housing and the side battery, grounds must be continuous, without splices. For all ground connections, paint or foreign material must be removed and a coating of dielectric material applied to the cleaned surface where each ground attaches.</p>	The Glaval bus will comply with this specification.
h. Instrument Panel	
<p>i. The instrument panel shall have lamps sufficient to illuminate all instruments. All instruments shall be accessible for maintenance and repair and shall be mounted so that each instrument and all indicator lights are clearly labeled and visible to the driver. Lights in lieu of the listed gauges will not be acceptable. Decals or Dymo Labels are not acceptable. Each vehicle instrument panel shall be equipped with at least the following:</p> <ul style="list-style-type: none"> a) Ammeter or voltmeter b) Indicators for state of charge and battery cooling system status c) Speedometer d) Emergency brake warning light 	The Glaval bus will comply with this specification.
i. Back-up Alarm	
<p>i. Shall be connected with back-up lights to produce an intermittent sound to warn others while bus movement is in reverse, Equal to ECCO 530 or 575.</p>	The Glaval bus will comply with this specification.
15) Body Modification	
<p>a. The Vendors must be certified by the National Traffic Safety Administration to manufacture or alter vehicles in accordance with the Code of Federal Regulations, Title 49, and Parts 567-568. On "cutaway" conversions added bodies must be securely fastened to the basic vehicle structure and bolted securely through chassis rail flange at floor and with added reinforcing plates or comparable method. Method of attachment must conform to chassis OEM body builders' requirements. Attachments through bus side rails are not allowed. No welded securement to the basic vehicle structure will be acceptable. No second stage manufacturer welds, or holes, will be accepted if they are not a minimum of 1" from the top of the top flange and 1¼" from the bottom of the bottom flange. Welds, and/or holes that are in the center (the area between the top and bottom flanges as measured above) area of the web of the frame and comply with OEM requirements will</p>	The Glaval bus will comply with this specification.

be accepted. All OEM requirements must also be met. Vehicles that do not comply with these requirements will be rejected.	
16) Structure	
<p>a. The vehicle body shall incorporate a welded steel or aluminum body frame or shall be constructed to provide maximum protection to passengers in case of rollover accident or a crash accident to the side or rear of the bus. The inside and outside body panels should be fabricated of contoured steel, fiberglass, fiberglass reinforced plastic with resin-hardened honeycomb, or aluminum. The frame shall be attached to the understructure and securely attached to the chassis so that the entire vehicle will act as one unit without any movement at the joints. The entire unit shall be adequately reinforced with structural steel to carry the required loads and withstand road shocks. The entire frame structure of bus body and attaching members shall have anti-corrosion product applied prior to mounting the bus body.</p>	The Glaval bus will comply with this specification.
17) Roof Construction	
<p>a. The roof construction shall be of sufficient strength to prevent vibration, drumming or flexing. The roof is to be designed and installed in a professional manner that is smooth and without bumps, waves or has an imperfection due to installation or material that will not allow the pooling of water. Roof shall be one-piece design from the front cap to the rear cap and extend over the sides of the bus.</p>	The Glaval bus will comply with this specification.
18) Bus Body	
<p>a. The entire unit shall be adequately reinforced and shall meet requirements of FMVSS 220, School Bus Rollover Protection. A current certification must be furnished with the bid. The test results shall not be more than two (2) years old on the production model bid unless the structure has not been significantly modified as defined by 49 CFR 665.</p>	The Glaval bus will comply with this specification.
<p>b. All exterior seams shall be constructed to shed water without leaking into the vehicle. All higher panels, including roof, must lap over their lower adjacent panels. In no case shall sealing of panels be dependent on caulking alone. All exterior joints and seams shall be protected by caulking, butyl rubber tape, or other approved material. No water leaks in the body will be acceptable. Testing shall be done with water nozzles appropriately placed to test the entire conversion. Minimum 20-psi water pressure for testing is required for a minimum of 10 minutes.</p>	The Glaval bus will comply with this specification.
<p>c. The body shall be free of cracks, dents, defects, or physical damage.</p>	The Glaval bus will comply with this specification.
<p>d. All rivets, screws, bolts, nuts, washers, clamps, and other types of fasteners used in the construction process, including those that would be exposed to the elements on the exterior and interior of the unit shall be properly plated to resist corrosion. No sheet metal screws shall be permitted unless fastened onto backing plates or secure fastening points. Fastener materials shall be compatible with materials being fastened. Where self-tapping fasteners are used, body panels shall be reinforced with steel backing, aluminum backing or stainless-steel backing.</p>	The Glaval bus will comply with this specification.
19) Seating	
<p>All seating, including driver, shall meet the following requirements:</p> <p>a. All vinyl seat covers for the base bus shall be compliant with Docket 90-A, FTA Recommended Fire Safety</p>	The Glaval bus will comply with this specification. Glaval will use Freedman Featherweight seats with Level 4 fabric for the vinyl seats and Level 7 for cloth seats.

<p>Practices for Transit Bus and Van Materials Selection. Foam cushions, seat and back, shall be molded polyurethane with a minimum density of 2 lbs. per cubic ft and need not comply with Docket 90-A. However, all cushions must be fully enclosed by the seat fabric, vinyl, or flame blocker material. If optional cloth, seat fabric shall be a minimum 100,000 double rub woven material, anti-bacterial and anti-microbial; the seat fabric shall have a moisture repellant treatment that prevents liquids from passing through fabric.</p>	
<p>All seats shall meet the following minimum requirements:</p> <ol style="list-style-type: none"> All applicable FMVSS requirements, including FMVSS 207, 209,210, and 302 for all seats and seat belts to be installed in the bus. Documentation of current model testing with seats installed as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the Cooperative prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose. Cushion and seat cover shall be of the slipcover type, removable and replaceable without removing the entire seat. Under seat retractable seatbelts, equal to Freedman USR, shall be provided for all seats. Driver seatbelt shall be OEM lap/shoulder belt. Two 24" belt extenders shall be provided with each vehicle. All exposed metal surfaces shall be powder coated. All seats shall have not less than 27" hip to knee room spacing between seats. All seats shall have a minimum cushion depth of 17", and a thickness of not less than 2.5". Seat bottom cushion height shall be 17.5", plus or minus ½ inch, as measured from floor to top of the cushion. All passenger seats are to have molded energy absorbing grab handles at the top of each forward-facing seat. The handles must be securely attached to a welded seat frame structure. Seats along rear wall do not require grab handles. Aisle seats are to include black folding US arms, or equal. A minimum clear aisle of 14". This must be maintained with any optional seat chosen as well. There shall not be a mobility aid position blocking the aisle or directly in front of the mobility aid lift except when there is a rear lift. Random movement to any seat position for ambulatory passengers must be maintained. Folding seats must be equal to Freedman mid/high back, three step folding seat. Folding seats must be installed so that rubbing/chaffing does not occur during fold operation. Seat cover must not touch sidewall or structure during fold/unfold. Optional folding seats placed over a mobility aid tie down space shall include Freedman T.D.S.S. (tie down storage system). Folding seats must be mounted to steel structure that is an integral part of the final stage builders under floor structure, minimum thickness 1/8th inch. Steel plating for seat securement must be designed into floor, added steel plating similar to large washers would not be accepted. All Seat mount bolts and 	<p>The Glaval bus will comply with this specification. Glaval will use the USSC G2E driver seat.</p>

wheelchair shoulder harness mount bolts that are not fastened to seat track will be mounted to the above required structural steel members. No fasteners will be allowed within 1-½ inches of any flat steel components edge. This requirement does not apply to fasteners through box beam type of structure.

- i. All seats and restraints in the vehicle as specified must comply with current FMVSS standards, including 207, 209, 210, and 302. Documentation of current model testing and seats as specified within shall be provided prior to award. Testing by an American Association for Laboratory Accreditation or equal, accredited test facility of individual components independent of the vehicle will be accepted if done on a representative floor, and vendor can validate that test results meet all FMVSS requirements and could be duplicated in the production vehicle. Any alterations to OEM seats or mounts that affect these tests must also be tested. Detailed seat installation instructions and test data must be made available to the MMDOT prior to award of the contract. This test is required for all seats, including optional seats installed over wheel wells that buyers may choose.
- j. A one-piece filler/cover shall be provided in tracking between fixed seat placements on the floor and wall tracks. Any order that deletes fixed seats will also automatically delete the floor track for that seat. Floor track will not be installed in any area not covered by a fixed seat. Track can extend 6 inches to the rear of the fixed seat area to allow for seat adjustment by end user to better accommodate their needs.
- k. The Bidder shall provide floor plan and seating drawings, which are to scale and meet passenger-seating, and loading requirements. Drawings, at a minimum, shall show the location and dimensions of all seating positions, drivers' position, aisles, doors, modesty panels, stanchions, grab rails, tie down locations, and other passenger assists. In addition, all major body interior dimensions must be shown. Proposed seating plans must be approved by each procuring agency prior to production and must comply with standards established with the original seating proposals. This requirement does not preclude other optional seating requests as long as they meet all the requirements set forth in this specification, such as aisle width and hip to knee.
- l. Passenger Seats:**
 - i. All passenger seats shall be individual modules similar to Freedman Feather Weight Mid/Hi, or equal, one or two position bench type modules of not less than 17.5 inches in width. All fixed seats shall be forward facing, and track mounted for easy removal, and have an individual cushion. All back cushions shall be contoured to provide full lumbar support, color coordinated with the interior vehicle color. Prior to award, the Contractor shall submit a sample of the upholstery and cushion material to the MDOT for approval. Seats for the Base Bus shall be covered in Docket 90 vinyl.
- m. Driver's Seat:**
 - i. Vehicle to be equipped with USSC G2E or Recaro LX-S (or approved equal) as standard equipment. Proposer to identify which seat model is to be standard issue and offer option price or credit for the other. Upholstery color will be grey cloth unless specified by the buyer to match passenger seats at no additional cost. Seat trim will include all OEM trim, even if an optional seat or seat base is ordered.

20) Floors a. The floor overlay shall have a minimum of 5/8" marine grade plywood securely fastened to the cross sills. All plywood edges are to be properly sealed for moisture unless plywood used is of marine grade type. Plywood is to be sanded and filled where needed to create a smooth surface to lay the floor covering.	The Glaval bus will exceed this specification by using a Spaceage Composite flooring. This is required to reduce weight to allow for the battery system.
21) Floor Covering a. The floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.2-millimeter Altro Transflor Meta and/or Chroma, buyers' choice no additional charge (or approved equal) color to be specified by buyer from Altro standard stock selection. All step edges shall have Altro T36T Aluminum Step edge (or equal) or Altro yellow nosing with band of 2 ½ inch of bright yellow Altro inserted into the step edge using contact adhesive (described below) running the full width of each step. An aisle width standee line of at least two (2") in width of bright yellow contrasting color shall be in the aisle just behind stepwell. The flooring shall be securely bonded to the sub-floor with an adhesive backed by a bus manufacturer's warranty of no less than five years for installation and adhesion. All edges shall be sealed, and all seams heat welded to prevent water penetration. The flooring shall extend up the sidewalls to the seat rail line. It shall be covered with backing of molded plastic, fiberglass or extruded or press formed aluminum with a minimum one-inch (1") radius at the floor/wall joint to form a smooth water tight transition. The floor shall be installed according to manufacturer's directions, using proper tools, accessories, and adhesives.	The Glaval bus will comply with this specification. Glaval will use Gerflor Tarabus which is available in multiple colors for floor covering on this proposal per the Addendum Q&A.
22) Rear Emergency Exit a. Each bus shall be equipped with a rear exit door with a minimum opening of 1296 square inches (a rear exit window in place of the door is optional). All exposed exit door frame/jamb structure shall be made of 400 series stainless steel, a grade which does not discolor with aging. The rear door exit and side window exits shall meet federal requirements of FMVSS 217. The manufacturer shall provide a method to lock the rear exit door. The rear exit door shall have an audible alarm at the driver's area activated when the exit door latch handle starts to open and when the exit door is locked with the ignition on. A bus with a rear exit door shall have one small window on each side of the exit door in the rear endcap.	The Glaval bus will comply with this specification. The Glaval rear door meets all applicable FMVSS regulations. The rear exit door frame will be stainless steel.
23) Entry Door a. Each bus shall be equipped with a rear exit door with a minimum opening of 1296 square inches (a rear exit window in place of the door is optional). All exposed exit door frame/jamb structure shall be made of 400 series stainless steel, a grade which does not discolor with aging. The rear door exit and side window exits shall meet federal requirements of FMVSS 217. The manufacturer shall provide a method to lock the rear exit door. The rear exit door shall have an audible alarm at the driver's area activated when the exit door latch handle starts to open and when the exit door is locked with the ignition on. A bus with a rear exit door shall have one small window on each side of the exit door in the rear endcap.	The Glaval rear door meets all applicable FMVSS regulations. The rear exit door frame will be stainless steel.
24) Entry Stepwell Heater a. The entrance stepwell shall include a 12-volt electric heating element/unit for the lower step to prevent icing of	The Glaval bus will comply with this specification.

<p>entrance steps. The low voltage step heater shall consist of one or more wire elements laminated and vulcanized between two plies of .026" silicone rubber impregnated fiberglass cloth to maintain an approximate temperature of 160 degrees Fahrenheit with a low temperature (30oF) sensing switch (Warm Welcome® by Lighthouse International, Ltd.; Ultra Heat). The entire lower step heating unit with power wires shall be enclosed between the stepwell and the step tread (beneath the step tread) of the lower step. Lead wires shall be loomed, supported by brackets, and protected by grommets where they pass through structure. The heaters shall be thematically controlled.</p>	
<p>25) Entry Steps</p>	
<p>a. The front passenger steps and step well shall be heavy-duty welded stainless steel, minimum 14 gauges, with adequate reinforcement to prevent deflection more than ¼" under a 300-pound load placed on an area 28" wide on the center of the step. Upon removal of the load, this step will rebound to its original dimension. A standee line is required with color to match step edges.</p>	<p>The Glaval bus will comply with this specification. The entry step well will be stainless steel.</p>
<p>b. The individual step risers shall be a maximum of 9.5" in height with step tread a minimum of 9" deep. The bottom step tread shall be a minimum of 8.5" and not exceed 12.5" from the ground unloaded. The step well shall incorporate LED lights to illuminate the step tread area when the entry door is opened. A three-step entry is allowed only in a Class II bus with a front lift or if chosen as an option. The steps shall be designed so that water will not pool at any time.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>c. Step risers shall be vertical. If risers are not vertical the usable step area shall be calculated by measuring the step area from the vertical line from the step edge above. Any step area that is in an area that falls under the step above it will not be accepted for measuring compliance.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>26) Driver's Running Board</p>	
<p>a. The driver's door entry area shall be equipped with a running board. Running board shall be a minimum of 9" deep, maximum of 12". This will be measured from the OEM body at the flange at the bottom of the rocker panel. Running Board shall extend from the front edge of the front door opening to the rear of the OEM cab. Running board must be designed to hold 300 pounds without permanently changing shape, and be slip resistant diamond plated or punched aluminum, or equal. Driver entry area shall include a steel reinforced molded plastic grab handle, mounted to the rear of the door opening on the outside on the B pillar. Handle shall be a minimum of 6" grab area, durable, corrosion proof, and have no sharp edges. Installation with self-taping screws will not be accepted, must include bolts into threaded inserts and be able to support 250 pounds pull force.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>27) Modesty Panels, Stanchion and Handrails</p>	
<p>a. An entry door modesty panel and stanchion post shall be installed at the left rear of the step well and in front of the curb side row of seats. A stanchion with modesty panel to rear of front mounted lift is required when a front lift is selected and another behind the driver. Stanchions shall be constructed from the floor to the ceiling. The lower 30" portion shall be constructed of a gray Formica laminate, or equal, with plastic edge molding, the color to match the interior. A 30"(minimum) handrail shall be installed on both sides of the entry door made of 1.25" 304 stainless steel that can be used by passengers standing at ground level to aid in boarding the bus as well as those</p>	<p>The Glaval bus will comply with this specification.</p>

<p>passengers that are leaving the bus. The handrail must be able to be used continually for help in boarding and deboarding the bus. Note: grab handles must not affect the clear entry door width. Two overhead grab rails using 1.25" diameter 304 stainless steel are required on both sides of the vehicle to run the full length of the available seating, handrail shall terminate into ceiling with radiused stainless steel ends without connections/elbows. All stanchions and handrails shall be securely fastened into structural members at all mounting points. A smoked plexiglass panel, 3/8" thick shall be provided behind driver from top of driver's seat to within 6" of bus ceiling. Panel must not impair driver's seat adjustments. Panel may be incorporated into stanchion and guardrail behind driver and must provide cutout area for handhold and be shock mounted to prevent rattle. Cutout area for handhold must have no sharp edges and all corners shall be radiused. Panel must have required marking for compliance to Title 13.</p>	
<p>28) Interior Paneling</p>	
<p>a. All interior walls shall be paneled, including doors. All panels shall be the same color and coordinated with the interior colors of the vehicle. All interior panels may be made of scuff-resistant, vinyl-coated aluminum, textured paint on steel, or laminate/FRP finished material. Panels shall be securely installed to prevent noise/rattles.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>29) Windows</p>	
<p>a. All windows, except the windshield, driver's side window, rear fixed window forward of entrance door and entry door windows to be a minimum of 860 square inches. All side windows, except street side rear that shall be fixed, shall be top vented to allow for ventilation. All side windows shall provide a clear view to the outside from each seat position. Windows shall be installed in the double entry doors, on the curbside of the vehicle. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. All rear and passenger glass is to be tinted to a maximum of 31% light transmission in the passenger compartment. A steel plate adequate to support shoulder straps anchorages must be installed above the windows.</p>	<p>The Glaval bus will comply with this specification using windows with T-type sliders at top.</p>
<p>b. Placement and installation of the windows shall not diminish the structural integrity of the vehicle. Structural reinforcement shall be added to compensate for the reduced structural rigidity. All windows, including emergency exit window, shall comply with FMVSS 217. There shall be at least one emergency exit window on each side of the bus, with their location indicated by a red LED light mounted above each exit window, with the option to remove additional emergency exit windows when selecting to have a rear emergency exit door. Windows shall be placed to maximize access to emergency exit windows, while minimizing seat back interference with exit windows. Driver's door and entry door shall not be considered as an emergency exit.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>30) Insulation</p>	
<p>a. Foam sprayed insulation, or equal, equivalent to 1.5" fiberglass shall be installed in the roof, rear wall, rear caps, sidewalls, and extended door sections including lift doors. Front cap area shall be insulated with astro-foil reflective insulation. If additional insulation is necessary to meet this requirement the insulation shall be glued to the chassis body to prevent sagging. The insulating material of the body and sidewalls shall be of sufficient thickness to contact the inner and outer walls, insuring positive</p>	<p>The Glaval bus will comply with this specification.</p>

insulation vapor barrier (equivalent to 1.5 inches fiberglass). Insulation shall comply with all Federal requirements and shall pass the testing requirements specified in the Federal Transit Administration (FTA) Recommended Fire Safety Practices for Transit Bus and Van Materials Selection.	
31) Paint and Trim	
a. Exterior surfaces shall be properly cleaned and primed as required by the paint manufacturer. Painted surfaces shall be impervious to lubricants or commercial cleaning agents. Exterior paint shall be high quality, VOC compliant and match the OEM paint of the chassis cab. Entire vehicle to be OEM white, any other colors (including two-tone) will be at buyer's cost.	The Glaval bus will comply with this specification.
32) Front Cap	
a. The exterior front cap must be of solid one-piece reinforced molded fiberglass covered with a gel-coated exterior surface.	The Glaval bus will comply with this specification.
33) Undercoating	
a. The underside of the body including floor members, side panels below floor level (if metal), and fender wells shall be undercoated per QVM requirements or equivalent, at the time of manufacture, with a nonflammable resin type polyolefin undercoating for bus applications. All openings in the floorboards and firewall shall be sealed.	The Glaval bus will comply with this specification.
34) Wheel Housing	
a. The wheel housing shall be constructed of a minimum 14-gauge galvanized steel or stainless steel and provide ample tire clearance during all operating conditions. Fenders and splash aprons (underskirt) of durable construction shall be provided so as to provide maximum deflection of the wheel splash. There shall be sufficient wheel well clearance for snow chains. Front and rear tire mud flaps are required.	The Glaval bus will comply with this specification.
35) Air Conditioning	
a. Air conditioning system proposed will be of a high quality and meet or exceed ASBG standard for "hotter ambient conditions." (i.e., The air conditioning portion of the HVAC system shall be capable of reducing the passenger compartment temperature from 110 degrees to 70 degrees, plus or minus 3 degrees, in less than 30 minutes after system engagement and shall have a minimum of 40,000 Btu.) Test results to be provided with proposal. A/C system to be described in detail, acceptance to be at the discretion of MDOT.	The Glaval bus will comply with this specification and the corresponding Q & A from Addendum.
b. HVAC module will be placed in an area that is easily accessible for routine service and maintenance. When a unit is not available to be installed in such a manner, access will be supplied by using hatches, doors, trays, or a simple removal of the unit for service. The HVAC unit will be installed in a manner that does not interfere with all other systems of the vehicle; including electronics, wiring, hoses, and placement that would inhibit the ability of the other components to function or prematurely fail.	The Glaval bus will comply with this specification and the corresponding Q & A from Addendum.
c. The HVAC unit must adhere to the OEM manufacturers' installation process and be certified by the OEM manufacturer. No hybrid designs of HVAC systems, including more than one manufacturer will be allowed.	The Glaval bus will comply with this specification and the corresponding Q & A from Addendum.
36) Heater	
a. The heater must be rated at a minimum of 60,000 Btu and meet pull-up requirements for the heating system that shall be as follows: With ambient temperature at -20 °F, and vehicle cold soaked at that temperature, the bus heating system shall warm the interior passenger	The Glaval bus will comply with this specification and the corresponding Q & A from Addendum.

<p>compartment to an average temperature of 70 °F \pm2 °F within 70 minutes or have a provision that will allow the heater to operate while the vehicle is charging so that the heater can maintain the passenger cabin at 70 °F \pm2 °F at time of roll-out (using charger power to heat and not depleting the HV battery before roll-out). Heater system to be described in detail, acceptance to be at the discretion of MDOT. Test results to be provided with proposal. An option for a fuel-fired heater that performs the same or better shall be included as an option.</p>	
<p>37) Mobility Aid and Lift</p>	
<p>a. A Braun Century or approved equal, will be installed in front of the rear axle or behind the rear axle. Lifts installed in the rear position will have front pumps for ease of service. The lift shall include a mechanism to ensure stowage and securement. The standard weight capacity shall be 1,000lbs with the option of choosing 800lbs.</p>	<p>The Glaval bus will comply with this specification with a Braun Century lift.</p>
<p>b. The lift platform shall have a minimum usable platform width of 37" and a minimum usable platform length of 54". The overhead clearance between the top of the door opening and the raised lift platform shall be a minimum of 68" to meet ADA requirements. During lowering and lifting of an occupant, no part of the lift platform shall exceed 6 inches/second and shall not exceed 12 inches/second during deploying or stowing. All scars/damage on the vehicle, due to mounting of the lift assembly, shall be repaired.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>c. The mobility aid lift shall be installed in accordance with the lift manufacturer's recommendations and requirements.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>d. All attachments of the lift assembly to the vehicle shall be done through structural support members. Bolting of any part of the lift assembly directly to the vehicle sheet metal walls will not be acceptable.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>e. The lift platform shall be equipped with handrails on both sides. Any lighting installed on handrails must not interfere with Standees use of the handrails and operate at a temperature that will not result in burns should skin come in contact with them even if left on for long periods of time.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>f. e) The mobility aid lift system shall have one control station capable of controlling all lift functions. The control station cord shall be the coiled type and reach 12" in length beyond the length of an extended platform and have removable twist type connection. The Cooperative must approve the final routing and securement of the cord.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>38) Lift Entry Door</p>	
<p>a. The side lift entry door shall provide a minimum clearance of 68 inches between the top of the door opening and the raised lift platform. Tallest door opening available must be provided, and widths to accommodate lift chosen by buyer.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>b. The lift entry shall be two entry doors, and each shall have windows with laminated or tempered safety glass set in neoprene or similar retention molding. The windows in the doors shall be tinted to match side windows. Windows shall be largest available, and a minimum of 30" high by 10 " wide in each door. Windows shall be located to maximize passenger vision when seated inside the bus. The lift doors must be properly installed so that the top and bottom of each door are square with each other. Lift door opening will include a rain gutter. Door opening frame will be powder coated a bright white to match vehicle exterior. Lift doors will be constructed with tubular</p>	<p>The Glaval bus will comply with this specification.</p>

<p>12-gauge, 304 stainless steel frame or and fiberglass or aluminum interior and exterior material. Aluminum structure is allowed if finished product appears consistent in appearance with the sidewall construction of the bus. Doors shall be designed for long life/heavy use and at a minimum be constructed of 14-gauge, 1" tubular steel around the perimeter. Hinges shall be full-length stainless steel, with minimum 3/16" stainless steel pins or stainless-steel strap style hinge. Locking lift door must have a locking high-quality lever-type door handle located at the inside center of each door. Door latch shall be vertical rotating; two-point type with latch rod at top and bottom. Each door lock to have individual handle. Locking doors must have a vertical rotating latch at top and bottom and have a locking door handle on the door first opened/last closed. Latch adjustment plates shall be located at the top and bottom of the doorframe structure.</p>	
<p>c. A positive factory-installed gas shock installed at top of door to assist in maintaining opened or closed position of door(s) and shall be installed to hold the lift entry doors open while the lift is in use. An additional door tether shall be installed that will prevent the doors from opening past 100 degrees.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>d. Automatic curb illumination lamps shall be provided for passenger loading inside the lift doorway.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>e. Bidder shall provide optional solutions to maintain internal cabin air temperature during operation of the lift by creating a barrier that prevents exchange of heat between internal and ambient air, such as with an air curtain or similar mechanisms.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>39) Control Interlock</p>	
<p>a. The controls for the lift shall be interlocked with the vehicle emergency brakes and transmission to ensure the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlocks are engaged. The interlock shall be a fully automatic, solid state, microprocessor-controlled unit (Ref. Intermotive Highlock integrated with fast idle) or approved equal capable of self-diagnosis. Interlock shall utilize an LED display panel to show subsystem status.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>40) Mobility Aid Securement and Occupant Restraint System</p>	
<p>a. The QRT 360 series (dual knob) retractor, Surelock Titan 800 or approved equal. These will be by agency choice. Retractors MUST be AUTOMATIC SELF-LOCKING and SELF-TENSIONING. - retractor, or approved equal to secure wheelchairs facing forward, and must comply fully with the Americans with Disabilities Act requirements and ANSI/RESNA Section 4: WC-18." The system(s) shall be capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes. The Contractor shall provide detailed instructions to include a training video from the securement manufacture for mobility aid placement, tie-down belt operation, and torso belt placement. Each vehicle shall contain a sign(s) printed in clear type that indicates that seats in the front of the vehicle are priority seats for persons with disabilities. Each securement location shall have a sign designating it as such.</p>	<p>The Glaval bus will comply with this specification using the Surelock Titan wheelchair restraint system.</p>
<p>b. Wheelchair tie down and occupant restraint shall consist of two strips of heavy-duty Series L track the entire width of the vehicle when there are two side by side wheelchair lift positions and have separate lap restraint for the occupant. Floor anchorage track shall be high strength flange 6061 T6 alloy Series Omni L-Tracking utilizing and</p>	<p>The Glaval bus will comply with this specification using the Surelock Titan wheelchair restraint system.</p>

usable for front or rear tie downs or shared by both. Bottom of flange shall be flush with the floor. Track installation will include silver flange track end caps. The system(s) shall incorporate a continuous track capable and accommodate a wide range of mobility aid designs. The track shall be installed in a location/manner that will maximize the area while still meeting the securement manufacturer's installation requirements. The system anchorages and /or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturer's installation instructions must be provided prior to award. Any deviation from manufacture's track installation instructions will require written approval from securement manufacturer. End caps shall be installed with bolts, with large washers under the floor with securement nuts.	
c. A Q'straint system with slide and click holds shall be offered as an option in place of the L-Tracking.	The Glaval bus will comply with this specification.
d. A closable box shall be provided and secured next to the wheelchair lift for storage of securement systems. Final location and type to be determined at preproduction meeting. The system anchorages and /or track shall be recessed and attached with flush fasteners in accordance with the requirements of the system manufacturer. A copy of the manufacturer's installation instructions must be provided prior to award.	The Glaval bus will comply with this specification.
e. For each mobility aid securement system installed in the vehicle, a corresponding occupant restraint system shall also be provided. The occupant restraint system shall consist of adjustable lap (pelvic) belt and an adjustable shoulder belt with a minimum of 12" height adjustment and shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS), as amended. An additional four 12" straps per wheelchair positions to aide in tying down mobility aids are to be provided for each tie down position including optional positions added to the bus. Each strap must meet ANSI/RESNA WC 18.	The Glaval bus will comply with this specification.
f. A web cutter for emergency use shall be provided with each vehicle	The Glaval bus will comply with this specification.
g. One torso pad approximately 8" X 12" with thickness of approximately 1" and belt shall be supplied to secure mobility aid users while riding on the mobility aid lift.	The Glaval bus will comply with this specification.
h. STORAGE CONTAINER: A secured container shall be provided to store straps, pads, and assemblies. The container shall be recessed in the center front cap portion of the vehicle or positioned over the driver's area with a hinged lockable door or with a thumb latch at buyer's option. The container must be sealed and not have any exposed wires, protrusions, or sharp edges. If there is a destination sign installed access to the area as noted is required. Cooperative must approve final design.	The Glaval bus will comply with this specification.
41) Additional Equipment	
The following shall be furnished and installed in each unit. The mounting of any of the following items shall not interfere with passenger entry or exit:	The Glaval bus will comply with this specification.
a. One 5-pound ABC fire extinguisher conveniently mounted. The fire extinguisher is to be inspected and certified by a state certified inspector authorized to do so by the State Fire Marshall at time of delivery.	The Glaval bus will comply with this specification.
b. A minimum 16-unit First Aid Kit meeting the requirements of the purchasing agency's state of residence.	The Glaval bus will comply with this specification.
c. LED Road Safety Flare Kit meeting FMVSS No. 125. (Ref. unit Garage Monkey Engineering Model # GME401)	The Glaval bus will comply with this specification.
d. MIRROR: A fully adjustable 6"X 9" passenger view mirror mounted just above the windshield to the right of the	The Glaval bus will comply with this specification.

<p>steering wheel area. Mirror must provide full passenger seating area viewing. Two hinged exterior rear-view mirrors, with remote control for flat portion adjustment, turn signal mounted on the exterior of the mirror housing or within flat portion of mirror surface, and stainless-steel finish with an optional black powder coat finish. Mirror mount must include reinforcement mounting plate that is inside the fender with through rivets into the Ford fender. Convex rear-view mirror shall be provided for right- and left-hand mirrors and shall offer extra wide-angle viewing. OEM mirrors mounted on the windshield shall not be removed. Sheet metal screws are not to be used to attach the mirror assembly to the bus.</p>	
<p>e. Interior Lighting:</p> <ul style="list-style-type: none"> i. All interior lights shall be LED and provide no less than two foot-candles of illumination on the entrance step tread or lift or ramp with the door open. Outside light(s) shall provide at least 1 foot-candle of illumination on the street surface within 3 feet of step tread outer edge. This system shall provide illumination automatically when the door is open and meet ADA requirements. ii. All lights shall have access holes large enough to easily remove electrical connector. All non-OEM chassis lights shall cause no radio interference. iii. Overhead entrance and stepwell lights shall be wired to and be automatically activated by a door-controlled switch. All interior lights shall operate any time the ignition key is on, and the door is opened. iv. Stepwell light shall be on the side away from wheel splash. v. Interior lighting shall be LED and provide a minimum of two foot-candles of illumination at a reading level, minimum 3 per side. Interior lighting fixtures shall be reasonably flush with the interior walls and ceiling, so no hazard exists for the passengers. All lights shall have lead wire long enough to remove light at least 6" from bus and easy access to the connectors for service. vi. Light installation shall be designed to illuminate the lift platform when deployed at floor level at no less than two foot-candles of illumination. Outside light(s) shall provide at least 1 foot-candle of illumination on the street surface within 3 feet of step tread outer edge. This system shall provide illumination automatically when the lift door is open and meet ADA requirements. On-off light switch shall be lift door-actuated. 	<p>The Glaval bus will comply with this specification.</p>
<p>f. OPTIONAL TWO-WAY RADIO ANTENNA PREP: Roof access for installing radio antenna with 5/8" I.D. conduit with antenna pull wire terminating behind driver's seat. Access compartment must have an access panel/door. Cooperative must approve final design and placement. Panel/door must be color coordinated with interior of bus. Not standard item unless called for as an option by customer.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>g. Manual: A complete operations manual will be provided that covers the conversion features on the vehicle as listed in this specification. The manual will provide complete, comprehensive instructions for the mobility aid accessories, mobility securement, and all options. A component and wiring schematic for the high voltage system and 12v wiring schematic should be provided and placed in the vehicle. Repair and service manuals are also to be provided.</p>	<p>The Glaval bus will comply with this specification.</p>
<p>h. Lock Out: A "lock out/tagout" procedure with markings and instructions, labels, and warnings as well as any tools necessary to lockout vehicle in order to safely service or repair is to be provided.</p>	<p>The Glaval bus will comply with this specification.</p>

i. One blood borne pathogen protection kit incorporating a body fluid cleanup kit.	The Glaval bus will comply with this specification.
j. Chrome retractable coat hook in as accessible location to the driver seat location.	The Glaval bus will comply with this specification.
k. 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. Vendor shall supply all materials.	The Glaval bus will comply with this specification.
l. A bike rack shall be included as an option and shall be constructed of stainless steel and be capable of storing two standard 48" WB bicycles. For reduced operating costs, it shall have a modular design with individually replaceable components. The bicycle rack shall accommodate conversion to accept fat tire bicycles. Suggest source: Sportworks, Byk-Rak	The Glaval bus will comply with this specification.
m. Bus Barrier Driver Shield: A plexiglass barrier to shield bus operator shall be included as an option. Plexiglass barrier to include bracket to fit bus frame with hinges or sliding door providing entry/exit.	The Glaval bus will comply with this specification.
n. All signs required by State and Federal law shall be affixed to each vehicle exterior and interior.	The Glaval bus will comply with this specification.
42) Radio Options	
a. Units to be equipped with High Quality AM/FM/CD with Bluetooth and with MP3 input jack or OEM unit and 4 speakers installed in passenger compartment of bus. Not standard item unless specified as an option by customer.	The Glaval bus will comply with this specification.
43) Parts Books, Manuals, and Drawings	
<p>The following shall be provided at time of delivery. The information shall be organized in a three-ring binder format with each section clearly identified and provided in electronic format. That can be separated and sent. And posted on web pages. A draft copy must be available for review and acceptance prior to preproduction meeting.</p> <ul style="list-style-type: none"> i. A complete set of operating instructions, troubleshooting guide, inspection and service guide and detailed manufacturers parts list. ii. A complete "as built" electrical wiring diagram covering all electrical equipment and electrical circuits installed, complete with wiring codes for each vehicle or batch of vehicles ordered. iii. All manuals for the bus accessories, to include complete parts guide, and equipment to include mobility aid lift, air-conditioning system, tie downs, seating, heater, etc. iv. The Contractor shall have available complete bus maintenance manuals to include the motor and OEM chassis as well as a complete parts manual for each component. The contractor shall keep the manuals up-to-date and available to the Buyer for a period of three years after the date of acceptance of the buses under the contract. 	The Glaval bus will comply with this specification.
C. VENDOR/MANUFACTURER REQUIREMENTS	
1) Bus Information Furnished	
<p>Bus information in this section shall be submitted and reviewed at the pre-pilot model review meeting, at final pilot model production. Bus information identified by " * " shall also be supplied with each bus at delivery where indicated. All manuals shall be provided in an electronic copy (CD, DVD, or USB flash drive). The Contractor/manufacturer</p>	Forest River will comply with this specification.

shall maintain record or proof that all bus information was supplied to the transit agency.	
a. Copy of manufacturer's statement of origin for a bus.	Forest River will comply with this specification.
b. * Warranty papers for chassis, body, and additional equipment with each bus at delivery.	Forest River will comply with this specification.
c. * As built drawings showing color coded wiring schematics of all electrical circuits, body, and chassis with each specific bus at delivery. Wiring drawings shall be a in an electronic copy (CD, DVD, or USB flash drive).	Forest River will comply with this specification.
d. * Operator's manual for bus and all add-on equipment with each bus.	Forest River will comply with this specification.
e. * A complete set of repair manuals (<u>and up-fitter manual if available from OEM</u>) for the chassis and a manufacturer's parts manual for the body, and auxiliary equipment for the first bus of each model year delivered to each transit agency. Repair manuals shall be a in an electronic copy (CD, DVD, or USB flash drive) as soon as available from OEM.	Forest River will comply with this specification.
f. * Drivability and emissions manual for the first bus of each model year delivered to each transit agency.	Forest River will comply with this specification.
g. * Bus operating instructions showing controls and operation for <u>the first bus</u> delivered to each transit agency and also in an electronic copy (CD, DVD, or USB flash drive).	Forest River will comply with this specification.
h. * Standard manufacturer's production option sheet(s)/decals 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 (if applicable). A paper copy of the service broadcast sheet for chassis shall also be provided with each bus.	Forest River will comply with this specification.
i. * Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic bus and its subsystems (i.e., wheelchair lift) with each bus at delivery.	Forest River will comply with this specification.
j. * Proof of bus suspension alignment (work order or bill) at final bus inspection and with each bus. Four wheel alignment shall include adjustments to front and rear suspension and steering parts so that axle alignment, camber, caster, and toe settings are within manufacturer's desired limits.	Forest River will comply with this specification.
k. * Proof of undercoating (warranty) at final bus inspection and with each bus.	Forest River will comply with this specification.
l. * Front end and rear towing and lifting instructions with each bus.	Forest River will comply with this specification.
m. * Wheelchair securement product instructions and training program.	Forest River will comply with this specification.
n. * The bus manufacturer shall provide air conditioning system performance certification (see section C. Vendor/Manufacturer Requirements, subsection 3. Air Conditioning Certification).	Forest River will comply with this specification.
o. * The bus manufacturer shall provide test results that certify the performance of the heating/ventilating system (see section C. Vendor/Manufacturer Requirements, subsection 4. Heating/Ventilating Certification).	Forest River will comply with this specification.
2) Manufacturer Quality Control	

<p>a. Bus contractor/manufacturer shall provide a plan for quality control during bus construction and include the plan as part of the bid documents. Bus contractor/manufacturer shall also provide the name of the chief of quality control for bus construction.</p>	<p>Forest River will comply with this specification.</p> <p>Don Hasty Forest River Bus Quality Control Manager dhasty@forestriverinc.com</p>
<p>b. The contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the contractor's management and completely independent from production. The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supply articles. The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements. The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective transit buses. These conditions may occur in design, purchases, manufacture, tests, or operations that culminate in defective supplies, services, facilities, technical data, or standards. The contractor shall maintain drawings and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit bus is manufactured in accordance with these controlled drawings and documentation.</p>	<p>Forest River will comply with this specification.</p>
<p>c. The contractor shall ensure that all basic production operations, as well as other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special work environments if necessary. A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus. A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit buses. Identification may include cards, tags, or other quality control devices. Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practical, under-body structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, under-body dress-up and completion, bus prior to final paint touch-up, bus prior to road test, bus final road completion and</p>	<p>Forest River will comply with this specification.</p>

presentation to resident inspectors. Tests shall be performed by the bus manufacturer to ensure that the unit is dustproof, water-tight, fumeproof, and that all bus fluids are per specifications. The quality assurance organization shall be responsible for presenting the completed bus to the resident inspectors. Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified bus design.	
d. The State and/or the Ordering Entity may be represented at the contractor's plant by resident inspectors. They shall monitor, in the contractor's plant, the manufacture of transit buses built under this procurement. The contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, chairs, outside and interplant telephones, and other items sufficient to accommodate the resident inspector staff. Inspectors shall have lifting equipment available for raising vehicles for under vehicle inspections.	Forest River will comply with this specification.
3) Air Conditioning Certification	
The bus manufacturer shall provide air conditioning system performance certification at delivery (conducted by an independent laboratory, or testing agency, or the air conditioner manufacturer and supported by documentation of the actual test on the pilot model bus) that the air conditioning system installed in the bus meets or exceeds performance levels required by these specifications. Tests shall be performed on all classes of buses. Tests shall be with OEM and optional systems combined.	Forest River will comply with this specification.
The air conditioning system performance testing shall be conducted using a heating chamber of sufficient size to contain the basic bus, to heat soak the bus at 100°F for 4 hours minimum, to simulate sun load entering windshield, and to maintain 100°F exterior temperature continuously after heat soak during testing. <i>Four hour soak will commence once bus internal temperature reaches 100°F.</i> An interior temperature of 72°F (±3°F) must be reached within 30 minutes from the beginning of the test. Engine speed shall be maintained at 1300 RPM (± 200 RPM) during the test.	Forest River will comply with this specification.
Instrumentation for temperature monitoring of the bus interior shall be a minimum of 3 points in the passenger area 30" above the floor - one in driver's area, and one at the mid-point of the bus, and one at the rear seat area. Evaporators' air inlet and air outlet temperatures shall be recorded. Instrumentation and recording equipment shall be able to monitor all points, record data at one minute intervals, and print a data report.	Forest River will comply with this specification.
4) Heating/Ventilating Certification	
The bus manufacturer shall provide test results at delivery, that certify the performance of the heating/ventilating system as installed in the bus meets or exceeds performance levels required by these specifications. Tests shall be performed on all classes of buses. The test should be conducted by an independent laboratory or testing agency and supported by documentation of the actual tests on the pilot model bus. Testing may be performed in natural cold climate conditions. Tests shall be performed on all classes of buses.	Forest River will comply with this specification.

The bus will be cold soaked at 0°F (+/- 3°F) for 4 hours minimum. An exterior temperature of 0°F (+/- 3°F) shall be maintained during the test. An interior temperature of 64°F (+/- 3°F) must be reached within 30 minutes from the beginning of the test. Engine speed shall be maintained at 1300 RPM (+/- 200 RPM) during the test. No dynamometer will be used.	
Instrumented monitoring for the bus interior temperature to determine pass/fail, shall be a minimum of three points located front, center, and rear in the passenger area 30" above the floor. Additional monitoring points shall be; one in driver's area at knee level 22" above the floor, at front heater's air inlets and air outlets, and at rear heater's air inlets and air outlets. Other temperature monitoring points shall be engine operating (coolant) at radiator; engine outlet to rear heater; rear heater return to engine; and exterior ambient.	Forest River will comply with this specification.
Coolant flow shall be monitored from the engine outlet to the heaters only. Supplemental heat shall be supplied to raise engine to normal operating temperature. Supplemental heat shall be engaged 60 minutes prior to the start of the test. Instrumentation and recording equipment shall be able to monitor all points, record data at one minute intervals, and print a data report.	Forest River will comply with this specification.
5) Purchaser Inspection	
The State and/or the Ordering Entity reserves the right and shall be at liberty to inspect all material and workmanship at all times during the progress of the work and shall have the right to reject all material and workmanship which do not conform to the specifications or accepted practice. Where a resident inspector is used, upon the request to the quality assurance supervisor, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and records, and record of defects.	Forest River will comply with this specification.
6) Warranty	
a. Warranty shall become effective on the date the bus 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 bus shall be the following as a minimum:	Forest River will comply with this specification.
b. Two (2) years or OEM on chassis.	Forest River will comply with this specification.
c. Two (2) years or OEM on transmission/traction control motor.	Forest River will comply with this specification.
d. Two (2) years or OEM on batteries.	Forest River will comply with this specification.
e. Three (3) years on body structure, exterior, undercoating, rustproofing, and paint.	Forest River will comply with this specification.
f. Eighteen (18) months on lift.	Forest River will comply with this specification.
g. All wiring shall be warranted for one 1 year from date bus is put into service.	Forest River will comply with this specification.
h. Manufacturer's standard warranty or one (1) year, whichever is greater, on other add-on components and items.	Forest River will comply with this specification.
i. The chassis, body, and all add-on components shall be warranted by the successful contractor.	Forest River will comply with this specification.

7) Miscellaneous	
a. The Contractor shall furnish the State with the delivery schedule of chassis to the Contractor and a delivery date of completed buses within 30 calendar days from date of order.	Forest River will comply with this specification.
b. Any in-line equipment changes shall have prior written approval of the State.	Forest River will comply with this specification.
c. The Contractor shall supply the bus turning radius: wheel-to-wheel and wall-to-wall.	Forest River will comply with this specification.
d. The Contractor shall furnish warranty procedure instructions and necessary forms used by customers to obtain necessary warranty repairs.	Forest River will comply with this specification. Warranties will be processed through the selling dealer.
e. The manufacturer(s) shall produce as the pilot model the first bus ordered by the State for its transit agencies. The bus shall be: 1) lift equipped, 2) air conditioned, and 3) the largest size on request by the transit agencies. All necessary testing and equipment placement shall be performed on the pilot models before final inspection/acceptance by the State (see Schedule A Statement of Work, section 7.4 Final Acceptance). The pilot model shall serve as a standard for the following units as ordered but shall not relieve the contractor from an obligation to manufacture all units in compliance with all specifications.	Forest River will comply with this specification.
8) Bid Documents	
<u>The bidder shall supply the following with the bid quotation and class of bus (if applicable). Failure to submit could result in a bid disqualification:</u>	
a. The Michigan request for proposal (RFP) and bus specification forms completed in detail.	Documents are attached labeled in the same manner as the original document name prefixed by the letter "A".
b. Bus floor plans indicating dimensions and showing the interior layout of the bus. The plan shall include wheelchair placement, stanchion locations, engineering calculated loaded bus axle weights, and be drawn to scale for all configurations.	Floorplans are attached under "B-floorplans and WA.pdf"
c. Detailed engineering drawing for the design of the entrance door and door-opening device.	Engineering drawings are under "C-D-E-G Construction.pdf"
d. Detailed engineering drawing for the design of the entrance step configuration.	Engineering drawings are under "C-D-E-G Construction.pdf"
e. Roof, sidewall, and flooring drawings showing structure and structural specifications indicating metal size and type used. Include side sheathing and inside panels.	Engineering drawings are under "C-D-E-G Construction.pdf"
f. Manufacturer's chassis description (specifications).	Chassis specs are under three files prefixed by "F-Chassis Description", one per chassis proposed based on floorplan.
g. Detailed engineering drawings of the body to chassis frame mounting.	Engineering drawings are under "C-D-E-G Construction.pdf"
h. All bidders must supply manufacturer's technical specifications for wheelchair lifts and wheelchair restraints. Manufacturer's sales literature is acceptable if it contains the technical specifications.	Wheelchair information is under "H-wheelchair Components.pdf"
i. The warranties for body, chassis, and drive train.	Warranties are under "I-warranty.pdf"
j. 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 bus's compliance with relevant Federal Motor Vehicle Safety Standards (pre-award)	FMVSS self certification is under "J-Glaval FMVSS Self-Certification 2021.pdf"

k. A copy of the Bus Rollover Protection Test (FMVSS 220) results of the bus offered as specified in the bid.	Rollover test results is under “K-FMVSS 220 Test Complete-R.pdf”
l. Completed Schedule C - Federal Transit Administration (FTA) clauses shall be attached to bid quotation.	Signed contract clauses are prefixed with the letter “L”.
m. Buy America analysis of manufacturer's list of component and subcomponent parts (pre-award).	Pre award Buy America is under “M Buy America Certification.pdf”
n. The technical data sheet including flammability and smoke emissions for the seat covering material supplied.	Seat cover tests are under “N-Seat Cover TDS.pdf”
o. Seat frame Salt Spray, humidity, and impact resistance tests' results	Seat frame tests are under “O-Seat Salt Spray Testing.pdf”
p. Certification test data showing that the seats, the seat belts, and the installation are in compliance with FMVSS-207, 208, 209, and 210 where applicable for the bus model being offered in this bid.	Seat FMVSS compliance tests are under “P-Seat Testing.pdf”
q. Technical data sheet for the seat cushion foam supplied.	Seat cushion TDS is under “Q1-Reiss Industries Foam Specs.pdf”
r. Certification that the wiring and the switches for air conditioning and all add-on components are adequate to withstand transient loads expected.	Electrical wiring information is prefixed with the letter “R”.
s. Proof of valid motor vehicle dealer licensing from state, county, or municipality.	Forest River is exempt from this requirement per Addendum. Each Forest River selling dealer is licensed.
t. A copy of the dealer agreement between the Bus Manufacturer and the designated bidder.	TESCO/Glaval mfr agreement is under “T-Dealer Agreement.pdf”
u. Certification that the bus model offered has or will have completed a minimum of a 5 year or 150,000 mile (small class I) or a minimum 7 years/200,000 mile (small class II) bus and will meet the requirements of Federal Register Rules and Regulations 49 CFR Part 665, Bus Testing Program prior to acceptance of first bus. Stating from § 665.13 Test Report and Manufacturer Certification, Section (b)(1), "A manufacturer of a new bus model or a bus produced with a major change in component or configuration shall provide a copy of the test report to a recipient during the point in the procurement process specified by the recipient". AS stated above, this is prior to acceptance of the first bus.	Altoona test information is prefixed with the letter “Y”.
v. Certification for 480-hour salt spray test per ASTM procedure B-117.	Humidity tests are under “V-W-X-Salt-Humidity.pdf”
w. Certification for 1,000-hour salt spray test per ASTM procedure B-117.	Humidity tests are under “V-W-X-Salt-Humidity.pdf”
x. 480-hour ASTM D2247 Humidity Resistance test.	Humidity tests are under “V-W-X-Salt-Humidity.pdf”
y. FULL Altoona Test Report shall be provided prior to acceptance of first bus.	Altoona test information is prefixed with the letter “Y”.
z. Schedule D - Affidavit for Driver Delivery	This is labeled “Z-Schedule D - Affidavit for Driver Delivery.pdf”

TABLE 1

54254

Federal Register / Vol. 58, No. 201 / Wednesday, October 20, 1993 / Notices

1. Materials tested for surface flammability should not exhibit any flaming running, or flaming dripping.

2. The surface flammability and smoke emission characteristics of seat cushion materials should be demonstrated to be permanent after testing according to ASTM D-3574 Dynamic Fatigue Tests I_s (Procedure B).

3. The surface flammability and smoke emission characteristics of a material should be demonstrated to be permanent by washing, if appropriate, according to FED-STD-191A Textile Test Method 5830.

4. The surface flammability and smoke emission characteristics of a material should be demonstrated to be permanent by dry cleaning, if appropriate, according to ASTM D-2724. Materials that cannot be washed or dry-cleaned should be so labeled, and should meet the applicable performance criteria after being cleaned as recommended by the manufacturer.

5. ASTM E-662 maximum test limits for smoke emission (specific optical density) should be measured in either the flaming or non-flaming mode, depending on which mode generates more smoke.

6. Flooring and Fire Wall assemblies should meet the performance criteria during a nominal test period determined by the transit property. The nominal test period should be twice the maximum expected period of time, under normal circumstances, for a vehicle to come to a complete, safe stop from maximum speed, plus the time necessary to evacuate all passengers from a vehicle to a safe area. The nominal test period should not be less than 15 minutes. Only one specimen need be tested. A proportional reduction may be made in dimensions of the specimen provided that it represents a true test of its ability to perform as a barrier against vehicle fires. Penetrations (ducts, piping, etc.) should be designed against acting as conduits for fire and smoke.

7. Carpeting should be tested in according with ASTM E-848 with its padding, if the padding is used in actual installation.

8. Arm rests, if foamed plastic, are tested as cushions.

9. Testing is performed without upholstery.

Definition of Terms

1. Flame spread index (I_s) as defined in ASTM E-162 is a factor derived from the rate of progress of the flame front (F) and the rate of heat liberation by the material under test (Q), such that $I_s = F \times Q$.

2. Specific optical density (D_s) is the optical density measured over unit path length within a chamber of unit volume produced from a specimen of unit surface area, that is irradiated by a heat flux of 2.5 watts/cm² for a specified period of time.

3. Surface flammability denotes the rate at which flames will travel along surfaces.

4. Flaming running denotes continuous flaming material leaving the site of the during material at its installed location.

5. Flaming dripping denotes periodic dripping of flaming material from the site of burning material at its installed location.

Referenced Fire Standards

The source of test procedures listed in Table 1 is as follows:

(1) Leaching Resistance of Cloth, FED-STD-191A-Textile Test Method 5830.

Availability from: General Services Administration Specifications Division,

Building 197, Washington, Navy Yard, Washington, DC 20407.

(2) Federal Aviation Administration Vertical Burn Test, FAR-25-853.

Available from: Superintendent of Documents, US Government Printing Office, Washington, DC 20402.

(3) American Society for Testing Materials (ASTM)

(a) Surface Flammability of Materials Using a Radiant Heat Energy Source, ASTM E-162;

(b) Surface Flammability for Flexible Cellular Materials Using a Radiant Heat Energy Source, ASTM D-3675;

(c) Fire Tests of Building Construction and Materials, ASTM E-119;

(d) Specific Optical Density of Smoke Generated by Solid Materials, ASTM E-662;

(e) Bonded and Laminated Apparel Fabrics, ASTM D-2724;

(f) Flexible Cellular Materials—Slab, Bonded, and Molded Urethane Foams, ASTM D-3574.

Available from: American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.

In all instances, the most recent issue of the document or the revision in effect at the time of request should be employed in the evaluation of the material specified herein.

Issued: October 14, 1993.

Grace Crumican,
Deputy Administrator.

[FR Doc. 93-25709 Filed 10-19-93; 8:45 am]
BILLING CODE 4910-57-P

IX. TABLE 1

TABLE 1: RECOMMENDATIONS FOR TESTING THE FLAMMABILITY AND SMOKE EMISSION CHARACTERISTICS OF TRANSIT BUS AND VAN MATERIALS

Category	Function of Material	Test Procedure	Performance Criteria
Seating	Cushion ^{1,2,3,5,9*}	ASTM D-3675	$I_s \leq 25$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Frame ^{1,5,8}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Shroud ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Upholstery ^{1,3,4,5}	FAR 25.853 (Vertical)	Flame time ≤ 10 seconds; burn length ≤ 6 inches
		ASTM E-662	$D_s (4.0) \leq 250$ coated; $D_s (4.0) \leq 100$ uncoated
Panels	Wall ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Ceiling ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Partition ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Windscreen ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	HVAC Ducting ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (4.0) \leq 100$
	Light Diffuser ⁵	ASTM E-162	$I_s \leq 100$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
Flooring	Wheel Well and Structural ⁶	ASTM E-119	Pass
	Carpeting ⁷	ASTM E-648	$C.R.F. \geq 0.5 \text{ w/cm}^2$
Insulation	Thermal ^{1,3,5}	ASTM E-162	$I_s \leq 25$
		ASTM E-662	$D_s (4.0) \leq 100$
	Acoustic ^{1,3,5}	ASTM E-162	$I_s \leq 25$
		ASTM E-662	$D_s (4.0) \leq 100$
Miscellaneous	Firewall ⁶	ASTM E-119	Pass
	Exterior Shell ^{1,5}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$

* Refers to Notes on Table 1

X. BUS SEATING ARRANGEMENTS

Standard non-lift buses and lift buses shall be supplied as requested in the following seating arrangements:

Class I (138" minimum):

- A.** 10 passenger without lift
 - i. 3 standard double forward facing seats
 - ii. 4 single forward facing seats
 - iii. 1 co-pilot seat (OEM)
- B.** 4 + 2 passenger with lift
 - i. 1 standard double forward facing seats
 - ii. 2 single forward facing seats
 - iii. 1 co-pilot seat (OEM)
 - iv. 2 wheelchair positions
 - v. 3 double fold-away seats
- C.** 11 passenger without lift
 - i. 3 standard double forward facing seats
 - ii. 5 single forward facing seats
- D.** 5 + 2 passenger with lift
 - i. 1 standard double forward facing seats
 - ii. 3 single aisle facing fold-away seats
 - iii. 2 wheelchair positions
 - iv. 3 double fold-away seats

Class 2 (158" minimum):

- E.** 18 passenger without lift
 - i. 9 standard double forward facing seats
- F.** 10 + 1 passenger with lift
 - i. 5 standard double forward facing seats
 - ii. 1 wheelchair positions
 - iii. 2 double fold-away seats
- G.** 8 + 2 passenger with lift
 - i. 3 standard double forward facing seats
 - ii. 2 wheelchair positions
 - iii. 2 double fold-away seats
 - iv. 1 double aisle facing fold-away seat
- H.** 4 + 2 passenger with lift
 - i. 2 standard double forward facing seats
 - ii. 2 wheelchair positions
 - iii. 6 double fold-away seats
- I.** 22 passenger without lift

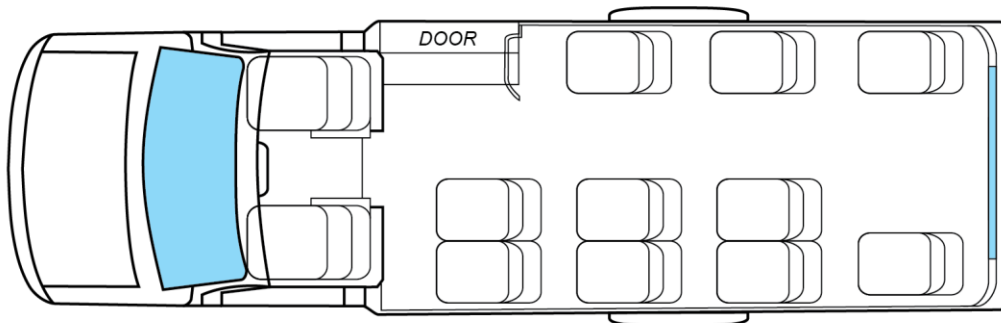
- i. 11 standard double forward facing seats
- J. 6 + 2 passenger with lift**
 - i. 3 standard double forward facing seats
 - ii. 2 wheelchair positions
 - iii. 5 double fold-away seats
- K. 10 + 2 passenger with lift**
 - i. 5 standard double forward facing seats
 - ii. 2 wheelchair positions
 - iii. 2 double fold-away seats
- L. 4 + 2 passenger with lift**
 - i. 2 standard double forward facing seats
 - ii. 2 wheelchair positions
 - iii. 7 double fold-away seats

Drawings for the suggested seating arrangements are supplied on the following pages.

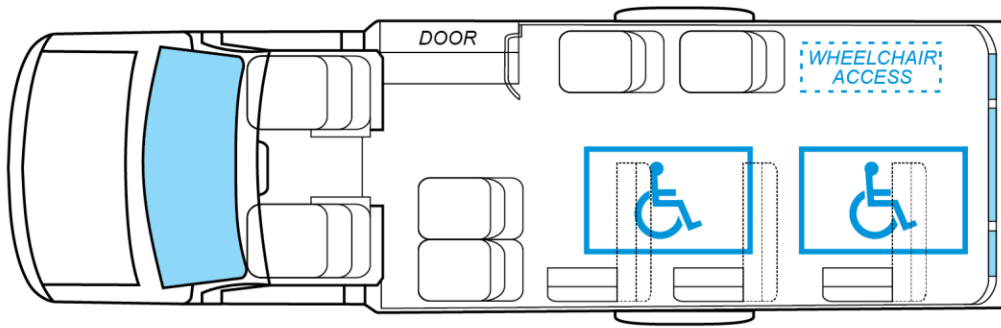
Bus Floor Plans

Class I

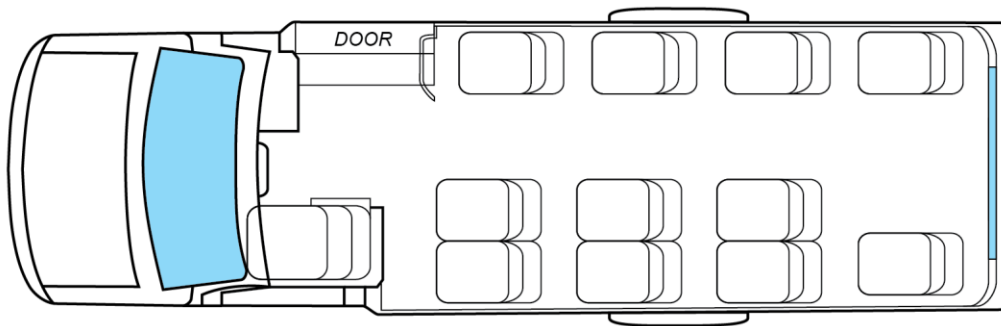
Wheelbase 138" Minimum



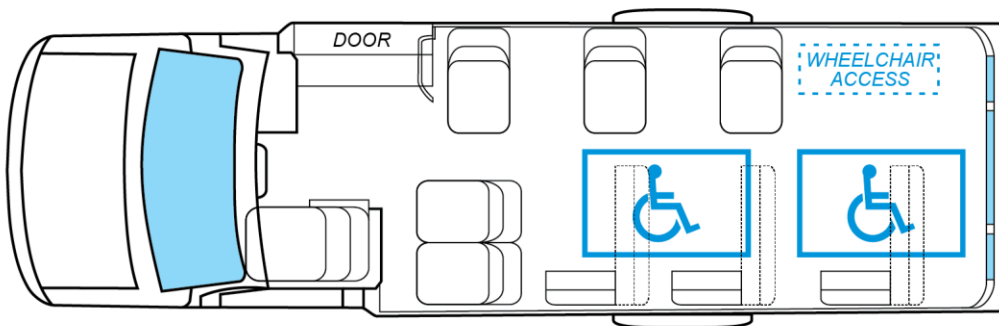
10 Passenger Bus without Lift



4 + 2 Passenger Bus with Lift

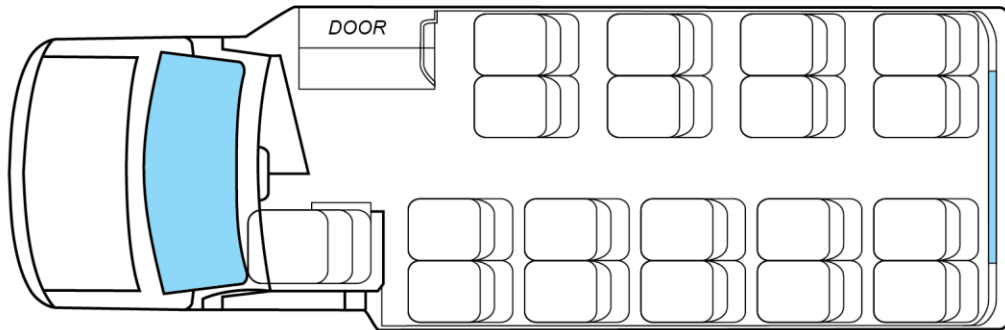


11 Passenger Bus without Lift

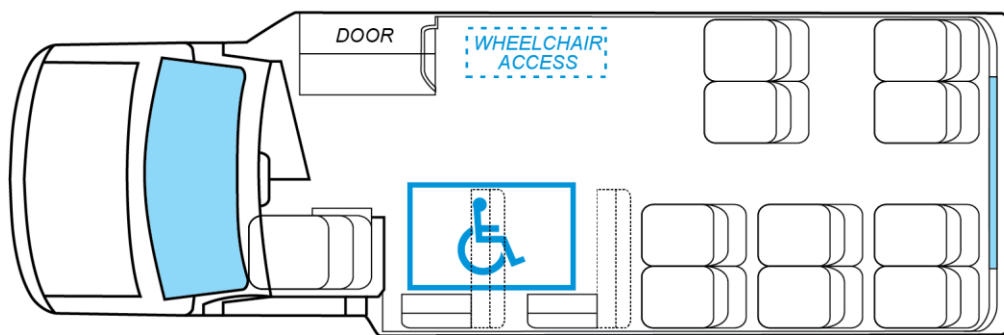


5 + 2 Passenger Bus with Lift

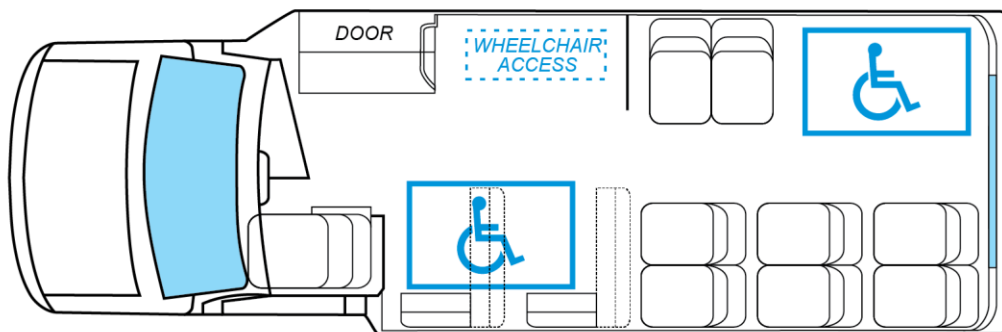
Class II
Wheelbase 158" Minimum



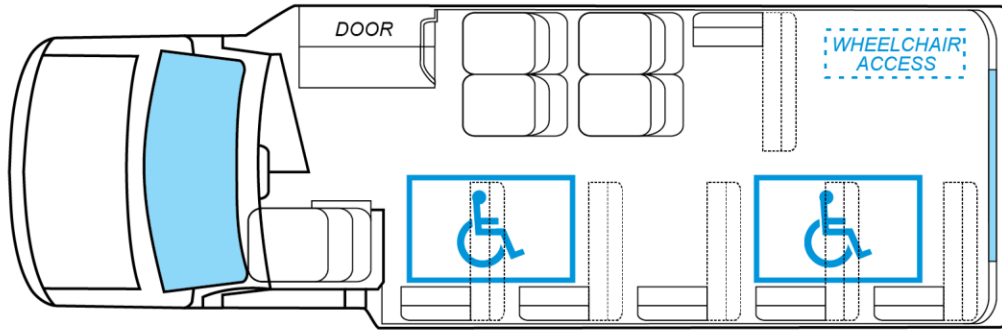
18 Passenger Bus without Lift



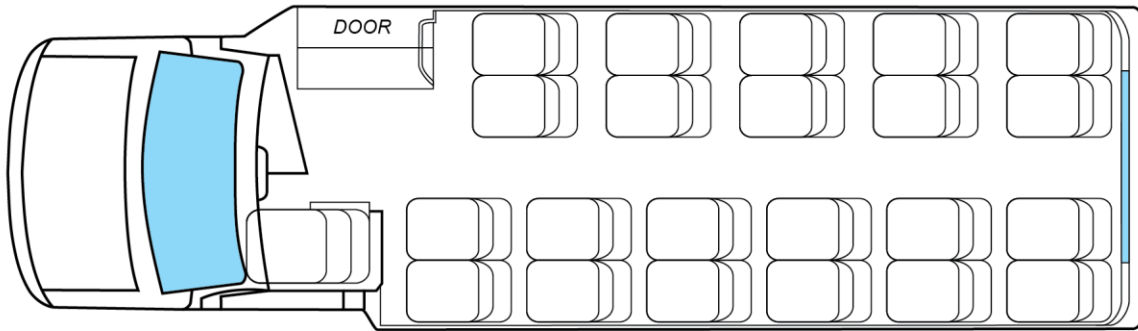
10 + 1 Passenger Bus with Lift



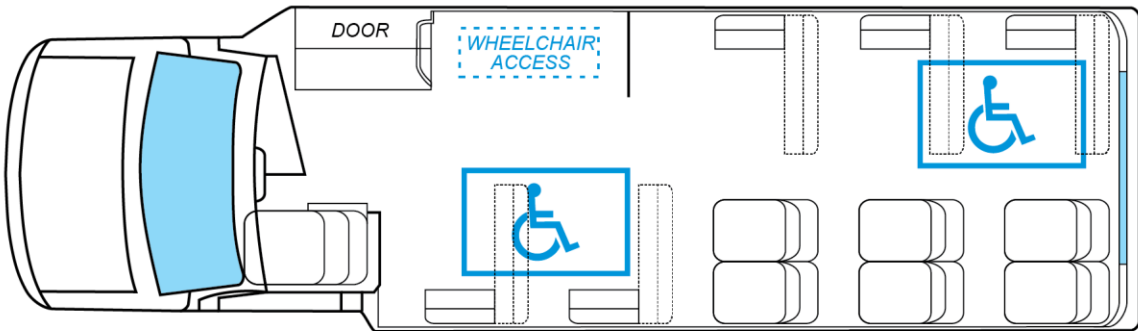
8 + 2 Passenger Bus with Lift



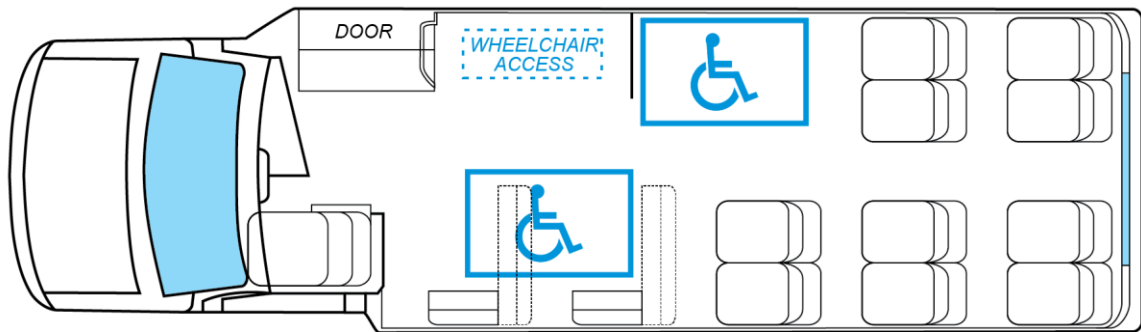
4 + 2 Passenger Bus with Lift



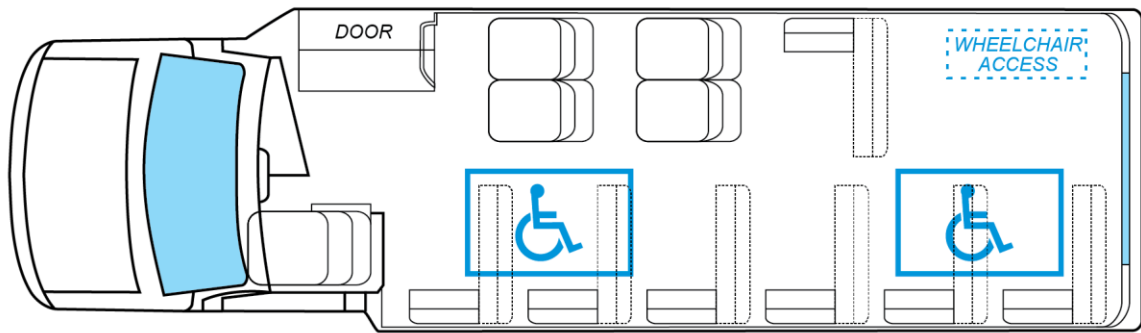
22 Passenger Bus without Lift



6 + 2 Passenger Bus with Lift



10 + 2 Passenger Bus with Lift



4 + 2 Passenger Bus with Lift

This specification was developed as a cooperative effort between the Michigan Department of Transportation and a committee of representatives from various Michigan and Midwest public transit agencies. Upon request, this specification can be obtained in alternative format such as braille, large print, or audio tape.

**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:

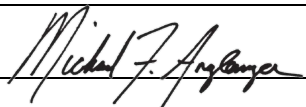
1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under para. 1 above shall provide 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

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

TYPE OR PRINT NAME	TITLE
SIGNATURE 	DATE

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.

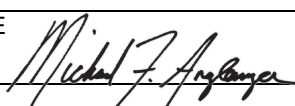
Certificate of **Compliance** with Buy America Requirements.

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

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

TYPE OR PRINT NAME	TITLE	
SIGNATURE 	DATE	

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

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

TYPE OR PRINT NAME	TITLE	
SIGNATURE	DATE	

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.

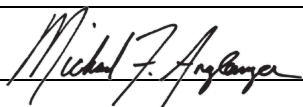
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

MANUFACTURER	TITLE	
SIGNATURE		DATE

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)

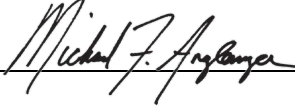
Applicability – all contracts more than \$25,000.

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

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

TYPE OR PRINT NAME	TITLE	
SIGNATURE 		DATE

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

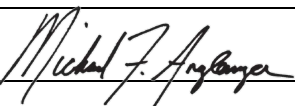
Applicability – construction/architectural and engineering/acquisition of rolling stock/professional service contract/operational service contract/turnkey contracts over \$150,000.

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

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

TYPE OR PRINT NAME	TITLE	
SIGNATURE 		DATE

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 complete 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.

**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:

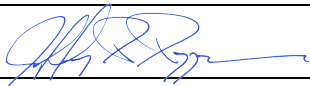
1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under para. 1 above shall provide 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

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

TYPE OR PRINT NAME	TITLE	
SIGNATURE 	DATE	

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.

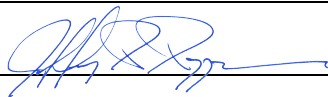
Certificate of **Compliance** with Buy America Requirements.

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

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

TYPE OR PRINT NAME	TITLE	
SIGNATURE 	DATE	

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

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

TYPE OR PRINT NAME	TITLE	
SIGNATURE	DATE	

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.

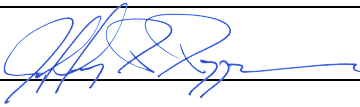
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

MANUFACTURER	TITLE	
SIGNATURE		DATE

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)

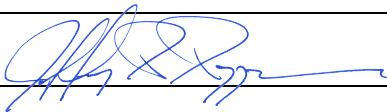
Applicability – all contracts more than \$25,000.

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, debar, 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

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

TYPE OR PRINT NAME	TITLE	
SIGNATURE 		DATE

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

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

TYPE OR PRINT NAME	TITLE	
SIGNATURE 		DATE

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 complete 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.

**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.

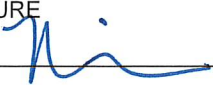
CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

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

Creative Bus Sales, Inc.

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

TYPE OR PRINT NAME	TITLE	
Nick Corley	Sales Operations Manager	
SIGNATURE	DATE	
	05/23/22	

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.

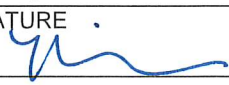
The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

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

CONTRACTOR / COMPANY NAME

Creative Bus Sales, Inc.

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

TYPE OR PRINT NAME	TITLE	
Nick Corley	Sales Operations Manager	
SIGNATURE	DATE	
	05/23/22	

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

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

TYPE OR PRINT NAME	TITLE	
SIGNATURE	DATE	

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/offers 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

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

MANUFACTURER	TITLE	
SIGNATURE	DATE	

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.

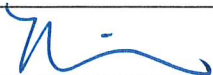
The Recipient agrees to the following:

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, debar, 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

Creative Bus Sales, Inc.

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

TYPE OR PRINT NAME Nick Corley	TITLE Sales Operations Manager
SIGNATURE 	DATE 05/23/22

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 Creative Bus Sales, Inc.

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

TYPE OR PRINT NAME Nick Corley	TITLE Sales Operations Manager
SIGNATURE 	DATE 05/23/22

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 complete 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

Battery Electric Cut-away Bus

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

_____4/19/2022_____
Date

____Vice-President_____
Title

____Transportation Equipment Sales Corporation (TESCO)_____
Contractor

Schedule D – Affidavit for Driver Delivery

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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.

 - Nick Corley

Signed

May 23, 2022

Date

Sales Operations Manager

Title

Creative Bus Sales, Inc.

Contractor

STATE OF MICHIGAN

Contract No. 220000001206

Battery Electric Cut-away Non-Lift and Lift Transit Buses

CLASS 1: Minimum 5 Years/150,000 Miles

CLASS 2: Minimum 7 Years/200,000 Miles

SCHEDULE E

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	Class 1: Glaval Universal Class 2: Glaval Universal	Galvanized steel cage construction that meets all applicable FMVSS and Buy America regulations including the FMVSS 220 rollover test. Both class buses meet the Altoona test requirements. The Class 1 bus is built on the Chevrolet G4500 chassis and the Class 2 bus is built on the Chevrolet G4500 chassis.
B.	1.	Body structure and exterior panels	Glaval	Galvanized steel cage with rust prevention coating on interior and exterior with Fiberglass skin and one-piece roof
	2.	Rollover frame, steel cage type	Glaval	Wall structure is 16 gauge galvanized steel channel installed in full lengths and in shorter sections below window frames. 1"x1" lower and 1"x3" upper galvanized steel tubing is welded in horizontally between vertical members to frame in window openings. This adds front to rear reinforcement as well. 1"x1" steel tubing is stitch welded to the sidewall bottom and top at each vertical member for attaching to the floor and roof sections, respectively. The wall structure is welded to the floor. The steel cage is FMVSS 220 compliant. The interior and exterior of steel is primed with rust prevention coating. Information on coatings is included in attachments.
	3.	Body section thickness	Glaval	Body wall thickness is 1.35"
	4.	Body section thickness	Glaval	Body wall thickness is 1.35"
	5.	Exterior panels	Glaval	Fiberglass
	6.	Interior panels	Glaval	FRP as specified
	7.	Interior length	Glaval	Varies per floorplan, please refer to floorplans
	8.	Interior width	Glaval	Class I: 93" Class II: 93"
	9.	Interior height	Glaval	80" or 76" when using raised floor
	10.	Exterior length	Glaval	Varies per floorplan, please refer to floorplans
	11.	Exterior width	Glaval	Class I: 96"

				Class II: 96"
	12.	Exterior height	Glaval	Class I: 116" Class II: 116" Height does not include optional items such as rooftop air conditioning system.
	13.	Rubrails	Glaval	Aluminum custom extrusion
	14.	Body overhang	Glaval	Varies per floorplan, please refer to floorplans
C.	1.	Passenger door	A&M Electric	Aluminum door, electrically operated
	2.	Opening Size	A&M Electric	36" or 32" clear opening
D.		Stepwell	Glaval	304 Stainless steel
E.		Interior – Color	Glaval	Light gray
F.		Flooring	Gerflor Sirius	Subfloor – Spaceage composite flooring, undercoated with Gerflor Sirius floor covering
G.		Emergency exits	Glaval, Transpec #1970	Pushout egress windows, rear door or window as specified, Transpec roof hatch
H.		Gauges	Chevrolet	Standard OEM Gauges per specification
I.		Fare box	Diamond NV	Diamond NV Rectangular Farebox w/2 Vaults
J.		Bumpers	OEM Front/ Romeo Rim Rear	OEM front and Romeo Rim energy absorbing rear bumper as specified
K.		Mud Flaps and Splash Guards	Glaval	Rubber composite front and rear with T brackets as specified. No self-tapping screws used.
L.		Towing	Glaval	Rear tow hooks per spec
M.	1.	Undercoating	ZTech Z Guard 9902 Star	Spray type undercoat body and cab per specification
	2.	Rustproofing	ZTech Z Guard 9902 Star	As Specified
N.	1.	Interior mirrors	Glaval	6 x 9 interior mounted as specified at pilot
	2.	Sunvisors	Chevrolet	OEM
O.		Exterior Mirrors	Rosco Accustyle	Accustyle are power remote and heated with turn signals.
P.	1.	Seats – Driver	USSC	G2E
	2.	Seats – Passenger	Freedman Featherweight	Various Freedman mid-back seats per floor plan requirements. All with required USR seatbelts, grab handles and seat covers where applicable. Level 4 fabric on vinyl seats and Level 7 fabric on cloth seats.
	3.	Seats – Fold-up	Freedman Featherweight Fold-a-way	Featherweight folding per specification. Level 4 fabric on vinyl seats and Level 7 fabric on cloth seats.
	4.	Seats – Flip-up	Freedman Featherweight Flip-up	Featherweight flip per specification, Level 4 fabric on vinyl seats and Level 7 fabric on cloth seats.
Q.		Handrails, stanchions	Glaval	Brushed steel
R.		Interior lighting – LED	Various approved OEM	All LED as specified
S.		Exterior lighting - LED	Chevrolet OEM/ Innotec	All LED as specified
T.	1.	Heating / ventilating – Front System	Chevrolet	As specified
	2.	Heating / ventilating – Rear System	ProAir	Rear heaters mounted under seats to meet specifications. Actual heater size and location may vary with floorplan.
U.		Windows	Cleervision	36x36 tinted T-slide plus rear window when ordered. Egress windows have proper markings, red lights, handles on side, etc.
V.		Paint	Axalta	Paint / Clear coat
W.		Insulation	Glaval	Insulation to meet specification
X.		Lift (platform type)	Braun	1,000lb capacity 37" wide x 54" long platform

III WHEELCHAIR SECUREMENT AREA				
		Item	Product Name and Model	Size, Material, and/or Type
A.		Wheelchair securement	Q-Straint QRT-360 L-Track	Per floorplan
B.		Wheelchair restraints	Q-Straint QRT-360	With retractable shoulder harness or optional Slide-N-Click mount and torso pad
C.		Restraint storage system	Freedman TDSS	Restraint storage using TDSS under foldaway seats plus one storage bag as requested
IV CHASSIS SPECIFICATIONS				
		Item	Product Name/Model	Size, Material, and/or Type
A.		Chassis	Class 1: N/A Class: Chevrolet 4500	Class II: 14,200# GVWR
B.		Tilt Wheel/Power Steering	Chevrolet	OEM
C.	1.	Wheelbase – 138” minimum (Class I)	Chevrolet	Not Available
	2.	Wheelbase – 158” minimum (Class II)	Chevrolet	158” – 190” depending on floorplan
D.		Class I- Electric motor	Cascadia, iM-255	3-phase motor, CASCADIA; IM-225, 241 HP (peak), 790 lb-ft Torque
		Class II- Electric motor	Cascadia, iM-255	3-phase motor, CASCADIA; IM-225
E.		Auxiliary Coolant Heater	FORD Focus CV6Z18K463D	Three heaters on vehicle. Battery management heater.
F.		Transmission/Traction Control Motor	Not applicable.	Not applicable.
G.		Alignment	Chevrolet	Aligned prior to shipment to Michigan to ensure proper arrival after transport
H.		Gross Vehicle Weight Rating (GVWR)	Chevrolet	Class II: 14,200 lbs
		Front axle rating	Chevrolet	Class II: 4,600 lbs
		Rear axle rating	Chevrolet	Class I: 9,600 lbs Class II: 9,600 lbs
I.		Differential	Chevrolet	N/A
J.		Battery	Chevrolet/ Romeo Power	Chevrolet: OEM 12V Romeo Power: Four packs, 4x 30.6kWh with active thermal management
K.		Battery Cables and Grounds	Chevrolet/ Lightning eMotors	Chevrolet: Protective cover on terminals with no exposed copper as specified Lightning eMotors: High Visibility Orange shielded as specified using Cascadia components, IP67 compliant connections when required
L.		Alternator	DC/DC converter	Lightning eMotors DC/DC converter functions as alternator by giving voltage to 12V battery.
M.		Engine Fast Idle	Not Applicable	Not Applicable
N.		Brakes	Chevrolet	4 wheel disc w/ABS
O.		Hazard flashers	Chevrolet	OEM
P.		Shock absorbers	Chevrolet	OEM
Q.		Suspension - Front	Chevrolet	OEM
R.		Suspension - Rear	Chevrolet /Glaval	Rigid axle, leaf with extra spring for wheelchair lift
S.		Stabilizer	Chevrolet	OEM
T.		Wheels	Chevrolet	Chevrolet OEM with dual rear wheel

U.		Tires	Chevrolet	LT225/75R16E various vendors per Chevrolet
V.		Drive shaft	Action Machine	As Specified
W.		Wipers / Horn	Chevrolet	OEM – Variable intermittent wipers and dual horn
X.		Fluids	Chevrolet	OEM as specified
Y.		Engine Cover/Trim	Chevrolet	Doghouse and insulated by OEM

EQUIPMENT CHECKLIST

V	OTHER ITEMS			
		Item	Product Name and Model	Size, Material, and/or Type
A.	1.	Safety – Fire extinguisher	Amerex ABC	5lb mounted vertically per specification
	2.	Safety – Reflective triangles	Glaval	Mounted per pilot
	3.	Safety – Reverse alarm	ECCO	97 dba mounted per pilot
	4.	Safety-Rear door alarm	Intermotive	Flextech
	5.	Safety- Exterior height (clearance) decal	Glaval	As specified – located on dash
	6.	Safety-Lift interlock system	Intermotive	Flextech
	7.	Safety-Headlight control	OEM	OEM
	8.	Safety-Strobe light	Innotec	Mounted 6” from rear of bus
B.	1.	Lift circuit breaker	Braun	Installed in battery box on units with battery box and under the hood on units with OEM battery mounting
	2.	12-volt power point	Chevrolet	Per specification
	3.	Wire coding and harnesses	Glaval	Per specification
	4.	Electrical panel	Intermotive Flextech	Advanced diagnostics and LED indicators
	5.	Wiring support	Lightning eMotors	Harnesses installed using clamps, brackets, wire sheaths and routing protection as required.
	6.	Wiring grounds and capacity	Lightning eMotors	Wire, MIL 22759/16, 1/0 AWG, BLACK, 150'C, 600V, ETFE Jacket, Tin Coated
	7.	Constant run solenoid	Glaval	As Specified
	8.	Circuit capacity & function	Lightning eMotors	HV and low voltage circuits, capacities dependent on function.
	9.	Wiring protection	Lightning eMotors	SHIELD; FLEXIBLE COPPER; DIA 5/8 IN.; TIN; UOM=IN
	10.	Wiring routing	Lightning eMotors	Harnesses installed using

				clamps, brackets, wire sheaths and routing protection as required.
	11.	Wiring connections	Glaval	Weatherpak on exterior connections per specifications
VI OPTIONS – ALTERNATE QUOTES				
1		Air Conditioning – Split System	Trans-Air TA73R60	TRANS/AIR TA73R60 EV SUPER 75K - TA73EVAP - R60 ROOF MOUNT CONDENSER - (1) SANDEN ELECTRIC SCROLL COMPRESSOR - EC4.0 CONTROLS
2		Air Conditioning - Rooftop System	Not Available	Not Available
3		Auxiliary Coolant Heater	N/A	
4		Auxiliary Air Heater	N/A	
5		Destination Sign – Roller Curtain	Transign	25-001-004 Transign
6		Destination Sign – LED	Transign	08-008-125 And 08-008-127
7		Donation box (in lieu of standard farebox – deduct)	Diamond	Diamond D donation box mounted per specification
8		Driver Side Running Board/Steps/Grab Handle	Glaval	1/8" stainless steel
9		Farebox Electrical Prep Only (less standard farebox-deduct)	Glaval	Glaval power prep for farebox prep
10		Limited Slip Differential	Chevrolet	OEM
11		Rear Emergency Exit Window	Lippert	Rear egress window as specified
12		Paint - One stripe	Axalta	Per specification
13		Paint - Roof second color	Axalta	Per specification
14		Paint - Different Full body	Axalta	Per Specification
15		Reflective Vinyl Belt Stripe	3M	Scotchlite Reflective Graphic Film
16		Lift – Type I (in lieu of standard lift - deduct)	Braun	NCL1000IB3754HB -2 Century Series, 37" wide and 1,000 lbs lifting capacity
17		Lift – Type II – Powered outer barrier (in lieu of standard lift)	Braun	Millennium, 34x54
18		Lift - Folding Platform (in lieu of standard lift)	Braun	Vista NVL917 800# Lift (31.5" x 50")
19		Alternate Standard Lift Manufacturer	Ricon	S-2010 Titanium 1,000# Lift (34" x 54")
20		Wheelchair Single Point Securement System (in lieu of one standard L-Track position)	Q-Straint	360-QRT Slide-n-Click
21		Additional Wheelchair Position – L Track System	Q-Straint	360-QRT L-Track
22		Additional Wheelchair Position – Single Point System	Q-Straint	360-QRT Slide-n-Click

23		Portable Oxygen Tank Holder	Kinedyne	GO2 single tank holder
24		Assistive Blue Loop Straps	Q-Straint	Blue
25		Two-way radio prep package	Glaval	Prep includes two radio ground planes on roof with access panels and wiring per specification
26		Radio - AM/FM stereo system w/ four speakers	OEM	OEM radio and antenna to be provided where available. Includes 4 speakers
27		Public Address (PA) System Only w/ two speakers	ASA PA500	Separate PA and Mic with two speakers
28		Radio – AM/FM/PA System w/ four speakers	ASA PA500	PA and Mic are separate per addendum but with four speakers
29		Radio – Speaker only (additional)	ASA	5 ¼”
30		Raised Flooring (No Wheel Wells)	Glaval	Raised floor will lessen interior height
31		Entrance Stepwell Heater	Lighthouse	Warm Welcome
32		Manual Entrance Door	Glaval	36 x 80, A & M panels and manual door header
33		Seating – Forward Facing Standard Double Seat – Vinyl	Freedman Featherweight	Mid-Back with USR belts, grab handles and Level 4 seat covers
34		Seating – Forward Facing Standard Double Seat – Fabric	Freedman Featherweight	Mid-Back with USR belts, grab handles and Level 7 seat covers
35		Seating – Forward Facing Standard Double Seat – Vinyl (Deduct)	Freedman Featherweight	Deduct standard vinyl seat
36		Seating – Forward Facing Standard Double Seat – Fabric (Deduct)	Freedman Featherweight	Deduct standard cloth seat
37		Seating – Forward Facing Double Fold-A-Way – Vinyl	Freedman Featherweight	3-Step folding double seat with USR belts, grab handles and Level 4 seat covers
38		Seating – Forward Facing Double Fold-A-Way – Fabric	Freedman Featherweight	3-Step folding double seat with USR belts, grab handles and Level 7 seat covers
39		Seating – Forward Facing Double Fold-A-Way – Vinyl (Deduct)	Freedman Featherweight	Deduct standard folding vinyl seat
40		Seating – Forward Facing Double Fold-A-Way – Fabric (Deduct)	Freedman Featherweight	Deduct standard folding cloth seat
41		Seating – Single Flip-up – Vinyl	Freedman Featherweight	Single flip seat with USR belts, grab handles, armrest (if applicable) and Level 4

				seat covers
42		Seating – Single Flip-up – Fabric	Freedman Featherweight	Single flip seat with USR belts, grab handles, armrest (if applicable) and Level 7 seat covers
43		Seating – Double Flip-up – Vinyl	Freedman Featherweight	Double flip seat with USR belts, grab handles, armrest (if applicable) and Level 4 seat covers
44		Seating – Double Flip-up – Fabric	Freedman Featherweight	Double flip seat with USR belts, grab handles, armrest (if applicable) and Level 7 seat covers
45		Seating – Double w/Single Integrated Child Seat (ICS) - Vinyl	Freedman Featherweight	ICS seat with adult companion with USR belts, grab handles and Level 4 seat covers
46		Seating – Double w/Single Integrated Child Seat (ICS) – Fabric	Freedman Featherweight	ICS seat with adult companion with USR belts, grab handles and Level 7 seat covers
47		Seating – Double w/Single Integrated Child Seat (ICS) – Vinyl (Deduct)	Freedman Featherweight	Deduct standard ICS vinyl seat
48		Seating – Double w/Single Integrated Child Seat (ICS) – Fabric (Deduct)	Freedman Featherweight	Deduct standard ICS vinyl seat
49		Seating – Double w/Double Integrated Child Seat (ICS) - Vinyl	Freedman Featherweight	Double ICS seat with USR belts, grab handles and Level 4 seat covers
50		Seating – Double w/Double Integrated Child Seat (ICS) - Fabric	Freedman Featherweight	Double ICS seat with USR belts, grab handles and Level 7 seat covers
51		Power Seat Base (Driver)	OEM	Chevrolet OEM
52		Stop Request System	RC Tronics ADA Compliant	With pull cords, driver alert and push button at wheelchair locations
53		Back-up Sensor System	ROSCO	BSSK-1000
54		Back-up Camera System	ROSCO	Per specification
55		Video Surveillance – Two Camera System	REI	HD5-600. 2 Camera, 1 TB HDD per specifications
56		Video Surveillance – Four Camera System	REI	HD5-600. 4 Camera, 1 TB HDD per specifications
57		Video Surveillance – Six Camera System	REI	HD5-600, 6 Camera, 1 TB HDD per specifications

58		Video Surveillance – DVR System Upgrade	REI	Upgrade from 1TB hard drive
59		Video Surveillance – Extra Interior Cameras	REI	1080P camera, same as systems above
60		Video Surveillance – Extra Exterior Cameras	REI	Exterior camera, same as systems above
61		Video Surveillance Prep Package	REI	Prep with up to six cameras and ethernet cabling
62		Rear Suspension Assist System	Mor/Ryde	RL
63		Spare Tire - Steer Axle	Chevrolet	OEM or similar
64		Spare Tire - Drive Axle	Chevrolet	OEM or similar
65		Entry Door Grab Handles	Glaval	United Roll Forming, yellow powder coated.
66		Interior Mirror	Glaval	6" x 9"
67		Ceiling Handrails	Glaval	1-1/4" stainless
68		Wheelchair Lift Plexiglass Barriers	Glaval	3/8" plexiglass
69		Slide-out Battery Tray	Not Available	Not Available with electric powertrain
70		Bike Rack	SportWorks	DL2 Stainless Steel
71		Yellow Seatback Grab Handles	Freedman	Featherweight grab handles
72		OEM Chassis Cruise Control	Chevrolet	OEM

EQUIPMENT CHECKLIST

VII	VENDOR / MANUFACTURER REQUIREMENTS		List electronic file names
A		Bus information furnished	0-Letter Of Transmittal.pdf VII-A Bus Information.pdf
B		Manufacturer quality control (name/title)	VII-B - Quality Control and Ford QVM.pdf Donall Hasty Director of Compliance and Customer Service dhasty@forestriverinc.com
C		Air conditioning certification	VII-C Air Conditioning Letter.pdf
D		Heating/Ventilating certification	VII-D Heating Letter.pdf
E		Purchaser inspection	VII-E Purchaser Inspection Letter.pdf Inspection points at: Glaval Bus 2412 Century Drive Goshen, IN 46528 (under six miles from Michigan border) 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) Creative Bus Sales 57475 Co Rd 3 Elkhart, IN 46517
F		Warranty	I1-Michigan DOT Glaval Bus Warranty.pdf I2-Chevrolet Warranty Guide.pdf I3-Lightning eMotors Warranty.pdf
VIII	DOCUMENTS & DRAWINGS		List electronic file names
A.		The Michigan request for proposal (RFP) and bus specification forms completed in detail.	A-RFP Proposal Instructions-FR.pdf A-Schedule A - Small Bus Statement of Work-FR.pdf A-Schedule A - Small Bus Statement of Work-(CBS).pdf

			A-Schedule B - BE Cut-away Bus Specifications-FR.pdf A-Schedule F - Equipment Checklist-FR.pdf
B.		Bus floor plans indicating dimensions and showing the interior layout of the bus. The plan shall include wheelchair placement, stanchion locations, engineering calculated loaded bus axle weights, and be drawn to scale for all configurations.	B-Floorplans and WA.pdf
C.		Detailed engineering drawing for the design of the entrance door and door-opening device.	C-D-E-G Construction.pdf
D.		Detailed engineering drawing for the design of the entrance step configuration.	C-D-E-G Construction.pdf
E.		Roof, sidewall, and flooring drawings showing structure and structural specifications indicating metal size and type used. Include side sheathing and inside panels.	C-D-E-G Construction.pdf
F.		Manufacturer's chassis description (specifications).	F-Chassis Description.pdf
G.		Detailed engineering drawings of the body to chassis frame mounting.	C-D-E-G Construction.pdf
H.		Manufacturer's technical specifications for wheelchair lifts and wheelchair restraints. Manufacturer's sales literature is acceptable if it contains the technical specifications.	H-Wheelchair Components.pdf
I.		The warranties for body, chassis, and drive train.	I1-Michigan DOT Glaval Bus Warranty.pdf I2-Chevrolet Warranty Guide.pdf I3-Lightning eMotors Warranty.pdf
J.		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 bus's compliance with relevant Federal Motor Vehicle Safety Standards (pre-award)	J-Glaval FMVSS Self-Certification 2022.pdf
K.		A copy of the Bus Rollover Protection Test (FMVSS 220), 49CFR §571.220 and School Bus Joint Strength (FMVSS 221), 49CFR § 571.221 results of the bus offered as specified in the bid.	K-FMVSS 220 Test Complete.pdf
L.		Completed Schedule C - Federal Transit Administration (FTA) clauses shall be attached to bid quotation.	L-Schedule C - Federally Required Contract Clauses.pdf L-FY2022 DBE Goal Concurrence Letter.pdf
M.		Buy America analysis of manufacturer's list of component and subcomponent parts (pre-award).	M-Buy America Certificates.pdf
N.		The technical data sheet including flammability and smoke emissions for the seat covering material supplied.	N-Seat Cover TDS.pdf
O.		Seat frame salt spray test data and impact resistance test results.	O-Seat Salt Spray Testing.pdf
P.		Certification test data showing that the seats, the seat belts, and the installation are in compliance with FMVSS-207, 208, 209, and 210 where applicable for the bus model being offered in this bid.	P-Seat Testing.pdf
Q.		Technical data sheet for the seat cushion foam supplied.	Q1-Reiss Industries Foam Specs.pdf
R.		Certification that the wiring and the switches for air conditioning and all add-on components are adequate to withstand transient loads expected.	R-TransAir System Approval Letter_Electric.pdf R-Glaval Statement for Bus and Component Wiring.pdf
S.		Proof of valid motor vehicle dealer licensing from state, county, or municipality.	S-Dealers License.pdf
T.		A copy of the dealer agreement between the Bus Manufacturer and the designated bidder.	T-Dealer Agreement.pdf
U.		Certification that the bus model offered is a 5 year or 150,000 mile (small class one) or 7 years/200,000 mile (small class two) bus and	Y-Altoona Test Documentation.pdf

		will meet the requirements of Federal Register Rules and Regulations 49 CFR Part 665, Bus Testing Program. Stating from § 665.13 Test Report and Manufacturer Certification, Section (b)(1), "A manufacturer of a new bus model or a bus produced with a major change in component or configuration shall provide a copy of the test report to a recipient during the point in the procurement process specified by the recipient".	
V.		Certification for 480-hour salt spray test per ASTM procedure B-117.	V-W-X-Salt-Humidity.pdf
W.		Certification for 1,000-hour salt spray test per ASTM procedure B-117.	V-W-X-Salt-Humidity.pdf
X.		480 hour ASTM D2247 Humidity Resistance test.	V-W-X-Salt-Humidity.pdf
Y.		FULL Altoona Test Report.	Y-Altoona Test Documentation.pdf Y-Glaval Universal FTA Pass Through Letter.pdf
Z.		Schedule D - Affidavit for Driver Delivery	Z- Schedule D - Affidavit For Driver Delivery.pdf
AA.		Bus turning radius: wheel-to-wheel	AA and BB Turning Radius Chart.pdf
BB.		Bus turning radius: wall-to-wall	AA and BB Turning Radius Chart.pdf
IX	EXCEPTIONS - List all exceptions in the space below:		
<p>Our Class I vehicles must be 96" wide due to the size of the electric powertrain system. Some floorplans cannot be used due to exceeding GVWR.</p> <p>Per Lightning eMotors, the total potential heating capacity is 18.9 kW (~64.4 BTU/hr) for the entire vehicle. For the front of the vehicle, it is 6.3kW (~21.5 BTU/hr). The rear of the vehicle is 12.6kW (~43 BTU/hr).</p>			
X	BIDDER COMMENTS		
<p>Pricing includes a Chevrolet mobility concession of \$1,000 (if applicable).</p> <p>Additional documentation submitted but not listed above starts with the prefix "ZZ".</p>			

STATE OF MICHIGAN

Contract No. 220000001206

Battery Electric Cut-away Non-Lift and Lift Transit Buses

SCHEDULE F PRICING

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using Cost Models below. The pricing schedule should be submitted in Microsoft Excel; however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. 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

MICHIGAN BATTERY ELECTRIC CUT-AWAY BUSES SPECIFICATION

Class 1 - Minimum 5 Years/150,000 Miles

Class 2 - Minimum 7 Years/200,000 Miles

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

Body Manufacturer:	Glaval Bus Division of Forest River Bus	
Bidder Company Name:	Forest River Bus LLC	
Bidder Address:	Forest River Bus LLC 2367 Century Dr Goshen IN 46525	
Preparer's Name:	Mike Anglemyer	
Inspection Facility:	See attached list in Schedule E	
Address of Inspection Facility:	See attached list in Schedule E	
	Description	Unit Price
	Base Bus Floor Plans – Class I	
	138" (min) Wheelbase Bus – Vinyl Seat Covers	
A.	10 passenger without lift	\$241,890.00
B.	4 + 2 passenger with lift	\$257,376.00
C.	11 passenger without lift	\$242,470.00
D.	5 + 2 passenger with lift	\$257,845.00
	138" (min) Wheelbase Bus – Fabric Seat Covers	
E.	10 passenger without lift	\$242,964.00
F.	4 + 2 passenger with lift	\$258,449.00
G.	11 passenger without lift	\$243,643.00
H.	5 + 2 passenger with lift	\$259,018.00

	Base Bus Floor Plans – Class II	
	158” (min) Wheelbase Bus – Vinyl Seat Covers	
I.	18 passenger without lift	NA
J.	10 + 1 passenger with lift	\$257,329.00
K.	8 + 2 passenger with lift	\$257,747.00
L.	4 + 2 passenger with lift	\$262,892.00
	158” (min) Wheelbase Bus – Fabric Seat Covers	
M.	18 passenger without lift	NA
N.	10 + 1 passenger with lift	\$258,796.00
O.	8 + 2 passenger with lift	\$259,017.00
P.	4 + 2 passenger with lift	\$264,557.00
	158” (min) Wheelbase Bus – Vinyl Seat Covers	
Q.	22 passenger without lift	\$249,720.00
R.	6 + 2 passenger with lift	NA
S.	10 + 2 passenger with lift	\$270,321.00
T.	4 + 2 passenger with lift	NA
	158” (min) Wheelbase Bus – Fabric Seat Covers	
U.	22 passenger without lift	\$251,976.00
V.	6 + 2 passenger with lift	NA
W.	10 + 2 passenger with lift	\$271,789.00
X.	4 + 2 passenger with lift	NA
AA.	Equipment Options	
1	Air Conditioning - Rooftop System	\$21,579.00
2	Auxiliary Coolant Heater	not avail
3	Auxiliary Air Heater	not avail
4	Destination Sign – Roller Curtain	\$4,667.00
5	Destination Sign – LED	\$6,951.00
6	Donation box (in lieu of standard farebox – deduct)	-\$954.00
7	Driver Side Running Board/Steps/Grab Handle	\$381.00
8	Farebox Electrical Prep Only (less standard farebox- deduct)	-\$1,817.00
9	Rear Emergency Exit Window	-\$1,701.00
10	Paint - One stripe	\$2,220.00
11	Paint - Roof second color	\$3,171.00
12	Paint - Different Full body	\$7,292.00
13	Reflective Vinyl Belt Stripe	\$1,268.00
14	Lift – Type I (in lieu of standard lift - deduct)	-\$1,148.00
15	Lift – Type II – Powered outer barrier (in lieu of standard lift)	-\$860.00
16	Lift - Folding Platform (in lieu of standard lift)	-\$860.00
17	Alternate Standard Lift Manufacturer	not avail
18	Wheelchair Single Point Securement System (in lieu of one standard L-Track position)	\$387.00
19	Additional Wheelchair Position – L Track System	\$1,369.00
20	Additional Wheelchair Position – Single Point System	\$1,573.00
21	Portable Oxygen Tank Holder	\$412.00
22	Assistive Blue Loop Straps	\$76.00
23	Two-way radio prep package	\$217.00
24	Radio - AM/FM stereo system w/ four speakers	\$673.00
25	Public Address (PA) System Only w/ two speakers	\$368.00
26	Radio – AM/FM/PA System w/ four speakers	\$679.00

27	Radio – Speaker only (additional)	\$19.00
28	Raised Flooring (No Wheel Wells)	\$673.00
29	Entrance Stepwell Heater	\$120.00
30	Manual Entrance Door	\$0.00
31	Seating – Forward Facing Standard Double Seat – Vinyl	\$1,573.00
32	Seating – Forward Facing Standard Double Seat – Fabric	\$1,785.00
33	Seating – Forward Facing Standard Double Seat – Vinyl (Deduct)	-\$1,286.00
34	Seating – Forward Facing Standard Double Seat – Fabric (Deduct)	-\$1,461.00
35	Seating – Forward Facing Double Fold-A-Way – Vinyl	\$2,174.00
36	Seating – Forward Facing Double Fold-A-Way – Fabric	\$2,388.00
37	Seating – Forward Facing Double Fold-A-Way – Vinyl (Deduct)	-\$1,779.00
38	Seating – Forward Facing Double Fold-A-Way – Fabric (Deduct)	-\$1,953.00
39	Seating – Single Flip-up – Vinyl	\$1,300.00
40	Seating – Single Flip-up – Fabric	\$1,407.00
41	Seating – Double Flip-up – Vinyl	\$2,061.00
42	Seating – Double Flip-up – Fabric	\$2,274.00
43	Seating – Double w/Single Integrated Child Seat (ICS) - Vinyl	\$2,620.00
44	Seating – Double w/Single Integrated Child Seat (ICS) – Fabric	\$2,832.00
45	Seating – Double w/Single Integrated Child Seat (ICS) – Vinyl (Deduct)	-\$2,142.00
46	Seating – Double w/Single Integrated Child Seat (ICS) – Fabric (Deduct)	-\$2,317.00
47	Seating – Double w/Double Integrated Child Seat (ICS) - Vinyl	\$3,341.00
48	Seating – Double w/Double Integrated Child Seat (ICS) - Fabric	\$3,554.00
49	Power Seat Base (Driver)	\$742.00
50	Stop Request System	\$1,008.00
51	Back-up Sensor System	\$862.00
52	Back-up Camera System	No Charge
53	Video Surveillance – Two Camera System	\$3,570.00
54	Video Surveillance - Four Camera System	\$3,755.00
55	Video Surveillance - Six Camera System	\$5,650.00
56	Video Surveillance - DVR System Upgrade	\$635.00
57	Video Surveillance – Extra Interior Cameras	\$190.00
58	Video Surveillance – Extra Exterior Cameras	\$242.00
59	Video Surveillance Prep Package	\$95.00
60	Rear Suspension Assist System	\$1,446.00
61	Spare Tire - Steer Axle	\$532.00
62	Spare Tire - Drive Asle	\$509.00
63	Entry Door Grab Handles	\$140.00
64	Interior Mirror	\$57.00
65	Ceiling Handrails	\$279.00
66	Wheelchair Lift Plexiglass Barriers	\$140.00
67	Slide-out Battery Tray	not avail
68	Bike Rack	\$4,127.00
69	Yellow Seatback Grab Handles	\$7.00
70	OEM Chassis Cruise Control	\$278.00
71	Alternate Flooring Manufacturer	\$729.00
72	R90 Rooftop Condenser Package A/C Upgrade	\$9,108.00
73	Inwall Evaporator For A/C	\$1,268.00
74	Extended Range Battery Pack (not available for all floorplans)	\$46,500.00

Refer to “Standard Contract Terms”, section 7, regarding administration fee.