

INDEPENDENT COST ESTIMATE
(To be used for all procurements except micropurchases)
Need one form for each item being procured.

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA's website, www.fta.dot.gov.

AGENCY

PROJECT AUTHORIZATION (Leave this field blank if a project authorization has not been awarded for this procurement.)

ITEM BEING PROCURED

COST ESTIMATE

Estimate was obtained using the following process:

- Published price list (e.g., catalogs).
 - Past pricing. Previous purchase date for similar item: _____
 - Engineering or technical estimate.
 - Item is a standard commercial item sold in the open marketplace.
 - Analysis of price components against current published standards, such as labor rate, cost per unit, etc.
 - For buses only, State of Michigan order form or State Vehicle Purchasing Program
 - Other (please describe) _____
-

SIGNATURE



DATE

ADVERTISEMENT AND SOLICITATION

(To be used for procurements utilizing an IFB or RFP)

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA's website, www.fta.dot.gov.

AGENCY

ITEM BEING PROCURED

PROJECT AUTHORIZATION NO.

COMPANIES TO BE NOTIFIED **

PROCUREMENT TO BE PUBLISHED* (Newspaper, trade magazine, website, etc)

** Retain copies of communications with companies e-mails, letters, etc. in your procurement file.

* Retain copies of published ads, screenshots of publication on websites, etc. in your procurement file.

NAME

TITLE

SIGNATURE



DATE

PROPOSAL INSTRUCTIONS

Department of Technology, Management and Budget—Procurement

Full-size Vans with or without Lift

Request for Proposal No. 230000000230

Solicitation Manager Name: Yvon Dufour
 Direct Phone (517) 249-0455
 Email: dufour@michigan.gov
 Main Phone: 1-855-MI-PURCH 1-855-647-8724

This is a Request for Proposal (RFP) for:
 Full-size Vans with or without Lift

RFP Timeline

Event	Time	Date
RFP issue date	N/A	Thursday, November 17, 2022
Pre-proposal meeting	11:00 a.m. Eastern	Tuesday, November 29, 2022
Deadline for bidders to submit questions about this RFP	3:00 p.m. Eastern	Tuesday, December 6, 2022
Anticipated date the State will post answers to bidder questions on www.michigan.gov/SIGMAVSS	5:00 p.m. Eastern	Wednesday, December 14, 2022
Proposal deadline*	3:00 p.m. Eastern	Friday, January 6, 2023
Anticipated contract begin date	N/A	Friday, March 17, 2023

***A bidder’s proposal received at 3:00:01 p.m. Eastern is late and subject to disqualification.**

This RFP is subject to change. Check www.michigan.gov/SIGMAVSS for current information.

- 1. PROPOSAL PREPARATION.** The State recommends reading **all** RFP materials prior to preparing a proposal, particularly these Proposal Instructions and the Vendor Questions Worksheet. Bidders must follow these Proposal Instructions and provide a complete response to the items indicated in the table below. References and links to websites or external sources may not be used in lieu of providing the information requested in the RFP within the proposal. Include the bidder’s company name in the header of all documents submitted with your proposal. **Note that all documents and information submitted as part of a proposal will become public record immediately upon receipt by the State. Proposals received by the State may be posted on the State’s publicly available website after bidders are notified of the award recommendation.**

RFP Structure and Documentation

Cover Page	Provides RFP title and number, important dates, and contact information for Solicitation Manager	Informational
Proposal Instructions	Provides RFP instructions to bidders	Informational
Confidential Treatment Form	Required verification on whether bidder’s proposal contains confidential information	Bidder to complete and submit by proposal deadline
Vendor Questions Worksheet	Questions to bidders on background and experience	Bidder to complete and submit by proposal deadline
Schedule A – Statement of Work	Statement of work	Bidder to complete and submit by proposal deadline
Schedule B – Pricing	Required Bid Pricing	Bidder to complete and submit by proposal deadline
Schedule C – Insurance	Insurance Requirements	Informational
Schedule D – Full-size Van Specifications	Detailed vehicle specifications for Full-size Vans with or without Lift	Bidder to complete and submit by proposal deadline
Schedule E – Federal Clauses	Provides Federally Required Contract instructions to bidders	Bidder to complete and submit by proposal deadline
Schedule F – Affidavit for Driver Delivery	Delivery instructions	Bidder to complete and submit by proposal deadline

Schedule G – Equipment Checklist	Summarizes specification requirements	Bidder to complete and submit by proposal deadline
Contract Terms	Provides legal terms for a contract awarded through this RFP	Deemed accepted by bidder unless information required in the Evaluation Process section of this document is submitted by proposal deadline

- CONTACT INFORMATION FOR THE STATE.** The sole point of contact for the State concerning this RFP is listed on the Cover Page. Contacting any other State personnel, agent, consultant, or representative about this RFP may result in bidder disqualification.
- OPTIONAL PRE-PROPOSAL MEETING/CONFERENCE CALL.** A pre-proposal meeting will be held on Tuesday, November 29, 2022 @ 11:00 am Eastern

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 286 462 872 522

Passcode: KHZW6R

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 248-509-0316,,957702880#](tel:+12485090316957702880) United States, Pontiac

Phone Conference ID: 957 702 880#

The purpose of the pre-proposal meeting is to discuss the RFP Documents and the work to be performed. Statements made by the Solicitation Manager or designee at a pre-proposal meeting are not considered modifications to the RFP. If, however, the Solicitation Manager determines modifications to the RFP are warranted after the meeting, modifications will be posted in writing on www.michigan.gov/SIGMAVSS as explained in the **Modifications** section of this document.

Accessibility requests for reasonable accommodations at the pre-proposal meeting should be made with the Solicitation Manager at least 10 business days before the date of the meeting. Accommodation requests received outside this time period cannot be guaranteed.

- MODIFICATIONS.** The State may modify this RFP at any time. Modifications will be posted on www.michigan.gov/SIGMAVSS. This is the only method by which the RFP may be modified.

5. **QUESTIONS.** Bidder questions about this RFP must be emailed to the Solicitation Manager dufoury@michigan.gov no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions are accepted. Answers to questions will be posted on www.michigan.gov/SIGMAVSS. Submit questions using the format below; a Microsoft Excel format or similar is suggested.

Q #	Document and Section	Page #	Bidder Question

6. **DELIVERY OF PROPOSAL.**

Electronic – The bidder must submit its proposal, all attachments, and any modifications or withdrawals electronically through www.michigan.gov/SIGMAVSS. The price proposal should be saved separately from all other proposal documents. The bidder should submit all documents in a modifiable (native) format (examples include but are not limited to Microsoft Word or Excel and Google Docs or Sheets). In addition to submitting documents in a modifiable format, the bidder may also submit copies of documents in PDF. Attachment file size is limited to 6 MB per document. Bidder’s failure to submit a proposal as required may result in disqualification. The proposal and attachments must be fully uploaded and submitted prior to the proposal deadline. **Do not wait until the last minute to submit a proposal**, as the SIGMA VSS system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The SIGMA VSS system **will not** allow a proposal to be submitted after the proposal deadline identified in the solicitation Closing On/Closing Date fields (Summary view/Detail view), even if a portion of the proposal has been uploaded.

Questions on how to submit information or how to navigate in the SIGMA VSS system can be answered by calling **(517) 284-0540 or (888) 734-9749**. The Solicitation Manager will not provide assistance related to the submittal of the proposal and all attachments on the day of the proposal deadline. Responsibility for a complete submission lies with the bidder. **Note that all documents and information submitted in any manner as part of a proposal will become public record immediately upon receipt by the State. Proposals received may be posted by the State on the State’s publicly available website after bidders are notified of the award recommendation.**

7. **MANDATORY MINIMUM REQUIREMENTS.**

	Required Documents
A	Signed Agreement with Federal Transit Administration (FTA) Clauses (Schedule E)
B	Current Valid Motor Vehicle Dealer License
C	Completed Affidavit for Driver Delivery (Schedule F)

Only proposals meeting the mandatory minimum requirements will be considered for evaluation.

8. **EVALUATION PROCESS.** The State will evaluate each proposal based on the following factors:

	Technical Evaluation Criteria	Weight
1.	Specifications – Schedule D – Full-size Vans with or without Lift Specifications, and Schedule A – Statement of Work sections 1.1 and 1.1.1	50
2.	Company & Prior Experience and Key Personnel – Vendor Questions Worksheet , Section 2, 4, 5, 6, 7, 8, 9 & 10 and Schedule A , all of Section 3	20
3.	Warranty – Schedule A , Sections 1.2	10
4.	Service – Schedule A , all of Section 2.3 to 2.6	5
5.	Delivery – Schedule A , Sections 2.1, 2.2, 6.1, and 6.2	5
6.	Acceptance, Inspection and Testing– Schedule A , all of section 7.	10
	Total	100

Proposals receiving 80 or more technical evaluation points will have pricing evaluated and considered for award.

The State may utilize all bidder information, without regard to a proposal’s technical score, to determine fair market value for goods or services sought. The State is not obligated to accept the lowest price proposal. If applicable, the State’s evaluation will include consideration of a bidder’s qualified disabled veterans/service-disabled veteran owned business(QDV/SDVOB) status under [MCL 18.1261\(8\)](#). Additional information on the SDVOB preference is available at: [Michigan.gov/SDVOB](#).

The State strongly encourages strict adherence to the Contract Terms. The State reserves the right to deem a bid non-responsive for failure to accept the Contract Terms. Nevertheless, the bidder may submit proposed changes to the Contract Terms in track changes (i.e., visible edits) with an explanation of the bidder’s need for each proposed change. Failure to include track changes with an explanation of the bidder’s need for the proposed change constitutes the bidder’s acceptance of the Contract Terms. General statements, such as that the bidder reserves the right to negotiate the terms and conditions, may be considered non-responsive. Failure to respond timely to requests for proposed changes to Contract Terms during ongoing negotiations may be cause for disqualification.

The State may but is not required to conduct an on-site visit to tour and inspect the bidder’s facilities; require an oral presentation of the bidder's proposal; conduct interviews, research, reference checks, and background checks; and request additional price concessions at any point during the evaluation process.

9. **NOTICE OF DEFICIENCY.** The State reserves the right to issue a **Notice of Deficiency** to bidders if the State determines after the proposal deadline that a

portion of the RFP was deficient, unclear, or ambiguous. Failure to respond to a **Notice of Deficiency** timely may be cause for disqualification.

10. CLARIFICATION REQUEST. The State reserves the right to issue a **Clarification Request** to a bidder to clarify its proposal if the State determines the proposal is not clear. Failure to respond to a **Clarification Request** timely may be cause for disqualification.

11. RESERVATIONS. The State reserves the right to:

- a. Disqualify a bidder for failure to follow these instructions.
- b. Discontinue the RFP process at any time for any or no reason. The issuance of an RFP, your preparation and submission of a proposal, and the State's subsequent receipt and evaluation of your proposal does not commit the State to award a contract to you or anyone, even if all the requirements in the RFP are met.
- c. Consider late proposals if: (i) no other proposals are received; (ii) no complete proposals are received; (iii) the State received complete proposals, but the proposals did not meet mandatory minimum requirements or technical criteria; or (iv) the award process fails to result in an award.
- d. Consider an otherwise disqualified proposal if no other proposals are received.
- e. Disqualify a proposal based on: (i) information provided by the bidder in response to this RFP; (2) the bidder's failure to complete registration on www.michigan.gov/SIGMAVSS ; or (3) if it is determined that a bidder purposely or willfully submitted false or misleading information in response to the RFP.
- f. Consider prior performance with the State in making its award decision.
- g. Consider total-cost-of-ownership factors (e.g., transition and training costs) when evaluating proposal pricing and in the final award recommendation.
- h. Refuse to award a contract to any bidder that has failed to pay State taxes or has outstanding debt with the State.
- i. Enter into negotiations with one or more bidders on price, terms, technical requirements, or other deliverables.
- j. Award multiple, optional-use contracts, or award by Contract Activity.
- k. Evaluate the proposal outside the scope identified in the **Evaluation Process** section of this document if the State receives only one proposal.

12. AWARD RECOMMENDATION. The contract will be awarded to the responsive and responsible bidder who offers the best value to the State, as determined by the State. Best value will be determined by the bidder meeting the minimum point threshold and offering the best combination of the factors stated in the **Evaluation Process** section of this document, and price, as demonstrated by the proposal. The State will post an **Award Recommendation and Evaluation Synopsis** on www.michigan.gov/SIGMAVSS or in the manner it was originally published.

13. **DEBRIEF MEETING AND BID PROTEST.** The State will post an **Award Recommendation and Evaluation Synopsis** which will provide instructions on how to request a debrief meeting.

If you wish to initiate a protest of the award, you must submit your written protest electronically at BidProtest-DTMB@michigan.gov no later than 5:00 pm., Eastern 5 business days after posting the **Award Recommendation and Evaluation Synopsis** on SIGMA VSS. The State reserves the right to adjust this timing and will publish any change.

Additional information about the protest process is available at [DTMB - Programs and Policies \(michigan.gov\)](#) under the “Bidder Protests” link.

14. **STATE ADMINISTRATIVE BOARD.** Contracts equal to \$250,000 or greater than require approval by the State Administrative Board. The State Administrative Board’s decision is final; however, its approval does not constitute a contract. The award process is not complete until the awarded contractor receives a contract fully executed by all parties.

15. **GENERAL CONDITIONS.** The State will not be liable for any costs, expenses, or damages incurred by a bidder participating in this solicitation. The bidder agrees that its proposal will be considered an offer to do business with the State in accordance with its proposal, including the Contract Terms, and that its proposal will be irrevocable and binding for a period of **180** calendar days from date of submission. If a contract is awarded to the bidder, the State may, at its option, incorporate any part of the bidder’s proposal into a contract. This RFP is not an offer to enter into a contract. This RFP may not provide a complete statement of the State’s environment or contain all matters upon which agreement must be reached. The bidder understands that their proposal will become public record immediately upon receipt by the State. Other than verified trade secrets, proposals submitted via www.michigan.gov/SIGMAVSS are the State’s property.

16. **CONFIDENTIAL TREATMENT FORM AND THE FREEDOM OF INFORMATION ACT.** As a public record, all portions of the bidder’s proposal and resulting contract are subject to disclosure as required under Michigan’s Freedom of Information Act (FOIA), MCL 15.231, et seq. However, the State may exempt some information from disclosure as permitted by law. Under MCL 18.1261(13)(b), records containing “a trade secret as defined under section 2 of the uniform trade secrets act, 1998 PA 448, MCL 445.1902,” are exempt from disclosure under FOIA. In addition, “financial or proprietary information” submitted with a bidder’s proposal is exempt from disclosure under FOIA. **A bidder’s failure to comply with this Section is grounds for rejecting a bidder’s proposal as non-responsive.** As a part of its proposal, each bidder must follow the procedure below.

- a. **SUBMIT A COMPLETED “CONFIDENTIAL TREATMENT FORM” (CT FORM) WITH YOUR BID.** Completion and submission of the CT Form is required regardless of whether the bidder seeks confidential treatment of information. **Failure to submit a completed CT Form may be cause for disqualification from the solicitation process. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow CT Form instructions, the**

proposal may be publicly disclosed in its entirety without redaction after an award recommendation.

- i. Complete and sign Section 1 of the CT Form if the bidder does NOT request confidential treatment of information contained in its proposal; or
 - ii. Complete and sign Section 2 of the CT Form if the bidder requests confidential treatment of certain information. **Bidder must also submit a “Public Copy” of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the “Public Copy.”**
 - iii. Failure to complete and sign a CT Form may result in disqualification of the bidder. **If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow the CT Form instructions, the proposal, in its entirety, will be treated as a “Public Copy” and may be publicly disclosed by the State without redaction after bidders have been notified of an award recommendation.**
- b. **FOIA REQUESTS.** If a FOIA request is made for a bidder’s proposal, the Public Copy may be distributed to the public along with the bidder’s CT Form. The CT Form is a public document and serves as an explanation for the redactions to the Public Copy. Do not put any trade secret, financial, or proprietary information in the CT Form. Do not redact the CT Form itself.
 - c. **NO ADVICE.** The State will not advise a bidder as to the nature or content of documents entitled to protection from disclosure under FOIA or other laws, as to the interpretation of such laws, or as to the definition of trade secret or financial or proprietary information. Nothing contained in this provision will modify or amend requirements and obligations imposed on the State by FOIA or other applicable law.
 - d. **FAILURE TO REQUEST CONFIDENTIAL TREATMENT.** Failure to request material be treated as confidential as specified herein relieves the State, its agencies, and personnel from any responsibility for maintaining material in confidence.
 - e. Bids containing a request to maintain an entire proposal as confidential may be rejected as non-responsive. Bidders may not request confidential treatment with respect to resumes, pricing, and marketing materials. The State reserves the right to determine whether material designated as exempt by a bidder falls under MCL 18.1261 or other applicable FOIA exemptions. If a FOIA request is made for materials that the bidder has identified as trade secret, financial, or proprietary information, the State has the final authority to determine whether the materials are exempt from disclosure under FOIA.
 - f. Bidder forever releases the State, its departments, subdivisions, officers, and employees from all claims, rights, actions, demands, damages, liabilities, expenses and fees, which arise out of or relate to the disclosure of all or a portion of bidder’s proposal submitted under this RFP. Bidder must defend, indemnify and hold the State, its departments, subdivisions, officers, and employees harmless, without limitation, from and against 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 any FOIA request, including potential litigation and appeals, related to the portion of bidder's proposal submitted under this RFP that bidder has identified as a trade secret, or financial or proprietary information. The State will notify bidder in writing if indemnification is sought. 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, or any portion thereof, if the State deems necessary. Bidder 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. If a State employee, official, or law is involved or challenged, the State may 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.

CONFIDENTIAL TREATMENT FORM

INSTRUCTIONS. Bidder must complete either *Section 1* or *Section 2* of this CT Form and sign where indicated. **Do not complete both sections.** This CT Form must be signed by the individual who signed the bidder’s proposal. A completed CT Form must be submitted with your proposal, regardless of whether your proposal contains confidential information.

Failure to submit a completed CT Form with your bid is grounds for rejecting the proposal as non-responsive. If a bidder fails to properly complete and submit the CT Form or otherwise fails to follow CT Form Instructions, the proposal, in its entirety, will be treated as a “Public Copy” and may be publicly disclosed by the State without redaction after bidders have been notified of an award recommendation. See the **Confidential Treatment Form** and **The Freedom of Information Act** (FOIA) sections of the *Proposal Instructions* for additional information.

Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED

This section must be completed, signed, and submitted with the proposal if the bidder does **not** request confidential treatment of any material contained in the proposal. **If this section is completed, do not complete Section 2. CONFIDENTIAL TREATMENT IS REQUESTED.**

By signing below, the bidder affirms that confidential treatment of material contained in their proposal is not requested.

RFP Number

RFP Title

Signature

Date

Printed Name, Title, Company

Section 2. CONFIDENTIAL TREATMENT IS REQUESTED

This section must be completed, signed, and submitted with the proposal if bidder requests confidential treatment of any material contained in the proposal. Submission of a completed CT Form is required to request confidential treatment. **If this section is completed, do not complete Section 1. CONFIDENTIAL TREATMENT IS NOT REQUESTED.**

Provide the information in the table below. Bidder may add rows or additional pages using the same format shown in the table. Bidder must specifically identify the information to be protected as confidential and state the reasons why protection is necessary.

The CT Form will not be considered fully complete unless, for each confidentiality request, the bidder: (1) identifies the Proposal Page #, Section #, and Paragraph #, (2) identifies whether the material is a Trade Secret (TS), Proprietary Financial Information (FI), or Proprietary Information (PI), and (3) explains the specific legal grounds that support treatment of the material as TS, FI, or PI. Bidders must provide a complete justification as to how the material falls within the scope of an applicable FOIA exemption or relevant case law. Bidders must not simply cite to an applicable exemption or case name. Bidders must also provide the contact information for the person at their organization authorized to respond to inquiries by the State concerning the material.

Bidder must also submit a “Public Copy” of the proposal with the trade secret, financial, and proprietary information redacted and clearly labeled as the “Public Copy”.

(1) Proposal Page #, Section #, Paragraph #	(2) Material is Trade Secret (TS), Proprietary Financial Information (FI), Proprietary Information (PI)	(3) Applicable FOIA Exemption with Written Justification	(4) Bidder Contact Information

By signing below, the bidder affirms that confidential treatment of material contained in their proposal is requested and has attached to this form a redacted “Public Copy” of the bidder’s proposal.

RFP Number

RFP Title

Signature

Date

Printed Name, Title, Company

VENDOR QUESTIONS WORKSHEET

Provide a detailed response to each question. “You” and “company” refers to the bidder.

Information Sought	Bidder Response
1. Contact Information	
Bidder’s sole contact person during the RFP process. Include name, title, address, email, and phone number.	
Person authorized to receive and sign a resulting contract. Include name, title, address, email, phone number and vendor customer code in SIGMA VSS.	
2. Company Background Information	
Legal business name and address. Include business entity designation, e.g., sole proprietor, Inc., LLC, or LLP.	
What state was the company formed in?	
Phone number.	
Website address.	
Number of years in business.	
Number of employees.	
Legal business name and address of parent company, if any.	
Has there been a recent change in organizational structure (e.g., management team) or control (e.g., merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change has affected your company.	
Discuss your company’s history. Has growth been organic, through mergers and acquisitions, or both?	
Has bidder ever been debarred, suspended, or disqualified from bidding or contracting with any entity, including the State of Michigan? If yes, provide the date, the entity, and details about the situation.	

Information Sought	Bidder Response
<p>Has your company been a party to litigation against the State of Michigan? If the answer is yes, then state the date of initial filing, case name and court number, and jurisdiction.</p>	
<p>Within the last 5 years, has your company or any of its related business entities defaulted on a contract or had a contract terminated for cause? If yes, provide the date, contracting entity, type of contract, and details about the termination or default.</p>	
<p>State your gross annual sales for each of the last 5 years.</p> <p>If receiving a contract under this RFP will increase your gross revenue by more than 25% from last year’s sales, explain how the company will scale-up to manage this increase.</p>	
<p>Describe partnerships and strategic relationships you think will bring significant value to the State.</p>	
<p>State the physical address of the place of business that would have primary responsibility for this account if bidder is awarded a contract under this RFP.</p>	
<p>3. Qualified Disabled Veteran/Service-Disabled Veteran-Owned Business Program</p>	
<p>Under MCL 18.1261, a “qualified disabled veteran” means a business entity that is 51% or more owned by 1 or more veterans with a service-connected disability. A “service-connected disability” means a disability incurred or aggravated in the line of duty in the active military, naval, or air service as described in 38 USC 101(16). Are you a qualified disabled veteran?</p>	<p>Enter YES or NO.</p>
<p>To demonstrate qualification as a qualified disabled veteran, you must provide:</p> <p>(a) Proof of service and conditions of discharge (DD214 or equivalent);</p> <p>(b) Proof of service-connected disability (DD214 if the disability was documented at discharge or</p>	<p>Enter the names of documents submitted with your proposal to demonstrate status as a qualified disabled veteran.</p>

Information Sought	Bidder Response
<p>Veterans Administration Rating Decision Letter or equivalent if the disability was documented after discharge); and</p> <p>(c) Legal documents setting forth the ownership of the business entity.</p> <p>In lieu of the documentation identified above, you may provide proof of certification by the National Veterans Business Development Council.</p>	
<p>4. Participation in RFP Development or Evaluation</p>	
<p>Did your company, an employee, agent, or representative of your company, or any affiliated entity participate in developing any component of this solicitation? For purposes of this question, business concerns, organizations, or individuals are affiliates of each other if, directly or indirectly: (1) either one controls or has power to control the other or (2) a third-party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities or equipment, and common use of employees.</p>	<p>Enter YES or NO.</p> <p>If you enter “YES”, you are not eligible for contract award or to work as a subcontractor for the awarded vendor.</p>
<p>If you are awarded a contract under this solicitation, in order to provide the goods or services required under a resulting contract, do you intend to partner or subcontract with a person or entity that assisted in the development of this solicitation?</p>	<p>Enter YES or NO.</p> <p>If you enter “YES,” you are not eligible for contract award. An awarded vendor may not partner or subcontract with anyone to provide goods and services required under a resulting contract if that subcontractor or partner assisted in the development of this solicitation.</p>
<p>Will your company, or an employee, agent, or representative of your company, participate in the evaluation of the proposals received in response to this RFP?</p>	<p>Enter YES or NO.</p> <p>If you enter “YES”, you are not eligible for contract award or to work as a subcontractor for the awarded vendor.</p>
<p>5. State of Michigan Experience and Prior Experience</p>	
<p>Does your company have experience working with the State of Michigan? If so, please provide a list (including the contract number) of the</p>	

Information Sought	Bidder Response
contracts you hold or have held with the State for the last 10 years.	
Describe at least 3 relevant experiences from the last 5 years supporting your ability to successfully manage a contract of similar size and scope for the work described in this RFP.	
Experience 1	
Company name. Contact name. Contact role at time of project. Contact phone. Contact email.	
City. State. Zip.	
1. Project name and description of the scope of the project. 2. What role did your company play? 3. How is this project experience relevant to the subject of this RFP?	
Dollar value.	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained.	
Experience 2	
Company name. Contact name. Contact role at time of project. Contact phone. Contact email.	
City. State. Zip.	
1. Project name and description of the scope of the project. 2. What role did your company play?	

Information Sought	Bidder Response
3. How is this project experience relevant to the subject of this RFP?	
Dollar value.	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained.	
Experience 3	
Company name. Contact name. Contact role at time of project. Contact phone. Contact email.	
City. State. Zip.	
1. Project name and description of the scope of the project. 2. What role did your company play? 3. How is this project experience relevant to the subject of this RFP?	
Dollar value.	
Start and end date (mm/yy – mm/yy)	
Status (completed, live, other – specify phase)	
Results obtained.	
6. Standard Contract Terms	
Bidder must affirm agreement with the attached Contract Terms. If not in agreement, written exceptions in accordance with the Evaluation Process section of the Proposal Instructions must be provided with Bidder’s proposal.	
7. Insurance Requirements	

Information Sought	Bidder Response
<p>Bidder must affirm agreement with the attached Schedule C (Insurance Requirements). If not in agreement, written exceptions in accordance with the Evaluation Process section of the Proposal Instructions must be provided with the Bidder's proposal.</p>	<p>Enter YES or NO.</p>
<p>8. Labor, Antidiscrimination and Environmental Laws Compliance</p>	
<p>Bidder must disclose any violations of state or federal labor, antidiscrimination and employment laws and regulations received within the past five years.</p>	
<p>Bidder must disclose any violations of state or federal environmental laws and regulations received within the past five years.</p>	
<p>9. Supplier Diversity</p>	
<p>Does your company have a supplier diversity program or training?</p>	<p>Enter YES or NO.</p>
<p>Bidder agrees that if Bidder is awarded a contract with a dollar amount of \$500,000 or greater from this RFP, Bidder shall provide a copy of their current EEO-1 demographic report provided that Bidder meets Federal requirements to file an EEO-1 report.</p>	<p>Enter YES or NO.</p>
<p>10. Other</p>	
<p>Classification of Employees. I certify that the company has properly classified its employees in accordance with federal/state labor and employment laws.</p>	<p>Enter YES or NO.</p>
<p>Abusive Labor Practices. The Contractor certifies that it will not furnish any Deliverable that was produced fully or partially by forced labor, forced or indentured child labor, or indentured servitude.</p>	<p>Enter YES or NO.</p>
<p>Certification of Michigan Business- Public Act 431 of 1984, Sec. 268. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Business Tax Corporate Income Tax Return. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984,</p>	<p>Enter YES or NO.</p>

Information Sought	Bidder Response
<p>filed a Michigan Income Tax return showing income generated in, or attributed to the State of Michigan. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, withheld Michigan Income Tax from compensation paid to the company's owners and remitted the tax to the Michigan Department of Treasury.</p>	
<p>Iran Linked Business- Public Act 517 of 2012. I certify that the Company is not an Iran-Linked business as defined by Public Act 517 of 2012.</p>	<p>Enter YES or NO.</p>
<p>Clean Corporate Citizen. I certify that the Company is a Clean Corporate Citizen as defined by the Environmental Protection Act, 1994 PA 451.</p>	<p>Enter YES or NO.</p>
<p>Convict Labor. The Contractor certifies that if using convict labor, it is complying with all applicable state and federal laws and policies.</p>	<p>Enter YES or NO.</p>
<p>SOM Debt/Tax Payment. All SOM tax/debts. I certify that all applicable State of Michigan taxes are paid, and that no outstanding debt is owed to the State of Michigan.</p>	<p>Enter YES or NO.</p>
<p>Authorization to Verify Information Provided by Vendor. I authorize the State to verify that all information provided in this registration, in bidding and contracting documents, and any attachments or supplement documents and processes are accurate.</p>	<p>Enter YES or NO.</p>
<p>11. Response to State Requests</p>	
<p>Bidder agrees to respond, by established deadlines, to all requests from the State including but not limited to, clarification requests, notices of deficiency, and proposed changes to Contract Terms.</p>	<p>Enter YES or NO.</p>

Contractor must enter company name here.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Request for Proposal (RFP) No. 230000000230

Full-size Vans with or without Lift

This schedule identifies the anticipated requirements of any Contract resulting from this RFP. The term “Contractor” in this document refers to a bidder responding to this RFP, as well as the Contractor who is awarded the contract. The term “bidder” is used to identify where specific responses to the RFP are required.

The Contractor must respond to each requirement or question and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

IMPORTANT NOTE TO CONTRACTORS/BIDDERS: There are specific requirements for which acceptance must be simply acknowledged through a checkbox(es), and others that require further explanation. Click one checkbox and complete the entries as identified.

BACKGROUND

This contract is used to provide funding to authorized transit agencies in Michigan for the purchase of Full-size Vans with or without Lift.

SCOPE

The Contractor must provide Full-size Vans with or without Lift per **Schedule D – Specifications** and all other requirements of this solicitation.

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

- A. Contractor must provide Full-size Vans with or without Lift per Schedule D, Specifications for Full-size Vans with or without Lift
- B. In the Specification documents, all cells in “Product Detail or Pre-Approved Alternate” column must be completed by bidder for each item.
- C. Brands or trade names are for identification purposes only and do not limit the Contractor to such brands or trade names.
- D. 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).

- E. The Contractor must be capable of handling final inspection and corrections required by the State prior to acceptance of the Full-size Vans with or without Lift after a contract is awarded.
- F. 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.
- G. Regardless of options and seating plan ordered, the Contractor must certify that all vehicles delivered must not exceed the GVWR of chassis as bid (determined by engineering calculated loaded vehicle axle weights). Manufacturers must comply with the chassis company's quality vehicle manufacturing program such as Ford's Quality Vehicle Modifier (QVM).

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

1.1.1. Alternate Products and Equipment

- A. In the Schedule D, Specifications for Full-size Vans with or without Lift 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 D, Specifications for Full-size Vans with or without Lift 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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

1.2. Warranties

Describe any warranties included in the bid – add additional rows as needed. Explain the process for reporting warranty issues and how the Contractor will handle any repairs or replacements.

The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

Bidder must provide detailed information requested below:

Describe any warranties included in the bid (if none, write N/A):
Provide the length of the warranty:
Explain the process for reporting warranty issues:
Explain how any repairs or replacements are made, including timing, etc.:
If the warranty is provided through a third-party or manufacturer, the Contractor must confirm that the manufacturer’s warranty passes through to the State:
Provide the name, address, contact name, phone number and email address of the party responsible for the warranty:

1.3. Recall Requirements and Procedures

The Contractor must describe any recall procedures.

Bidder must provide detailed information as requested in the above requirement(s). If none, enter N/A.

1.4. Quality Assurance Program

Explain your Quality Assurance Program(s).

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

1.5. Incentives

Explain any special incentives or services including, but not limited to, return policies, trade-in programs, quantity discounts, etc.

Bidder must provide detailed information as requested in the above requirement(s). If none, enter N/A.

2. Service Requirements

2.1. Timeframes

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

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

The Contractor must explain training that is included in its proposal, as well as any additional training capabilities available and related costs, if any.

Bidder must provide detailed information as required above in this response box.

2.5. Reporting

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

The Contractor must explain its reporting capabilities, any reporting that is included in its proposal, and any additional reporting capabilities.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

The Contractor must explain any reporting that is included in its proposal and any additional reporting capabilities:

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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

3. Staffing

3.1. Contractor Representative

The Contractor must appoint a 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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

3.2. Key Personnel

The Contractor must appoint one individual 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 – 5:00 pm Eastern.

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, and describe the functions they will perform.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

1) Key Personnel - Contractor Representative:
2) Physical Location of Key Personnel:
3) Functions each Key Personnel will perform:

3.3. Non-Key Personnel

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

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

3.4. Organizational Chart

The Bidder must provide an overall organizational chart that details staff members, by name and title, and subcontractors - either in this response box or identified here as an attachment to this RFP labelled as “Org Chart”.

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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
The Bidder must specify its toll-free number for the State to make contact with the Contractor Representative.	
Identify customer service availability for this proposal by hours and days of the week.	

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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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):

Bidder must provide detailed information as requested in the above requirement(s).	
The legal business name, address, telephone number of the subcontractor(s).	
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 Bidder.	
Whether the Bidder has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	

Bidder must provide detailed information as requested in the above requirement(s).	
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	
Of the total bid, the price of the subcontractor's work.	

3.8. Security

The Contractor will be subject the following security procedures:

The Contractor must explain any additional security measures in place to ensure the security of State facilities.

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

The Contractor must: (a) explain how it intends to ensure the security of State facilities, (b) whether it uses uniforms and ID badges, etc., (c) identify the company that will perform background checks, and (d) the scope of the background checks.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	

4. Pricing

4.1. Price Term

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

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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 Vans during the Contract period by more than one hundred dollars (\$100.00), the Contractor may request a price revision to reflect the actual cost increase experienced. The request must be accompanied by evidence that the change actually affected the Contractor's cost.
- D.** Requests for price changes shall be received in writing at least 30 days prior to their effective date and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the Contract may be canceled.
- E.** Per Federal Transit Administration (FTA) requirements, a cost or price analysis is required for all price changes.
 - i. The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.
 - ii. Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.
 - iii. In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that change may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.
 - iv. If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one-year option, if available.
 - v. If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.
 - vi. Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO) from the authorizing transit agency.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	
Bidder must describe how they comply with the above requirement(s):	

6. Delivery

6.1. Delivery Programs

The Contractor will be permitted to drive vehicle(s) to final destinations in compliance with the "Schedule F - 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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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 must 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 must 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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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, must 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 Full Size Vans after a Contract is awarded. The Contractor should be responsible for transportation (air fare, rail fare, car rental, taxi, or mileage), lodging, parking expenses, meals, and tips for up to three (3) individuals, as determined by the Michigan Department of Transportation, Office of Passenger Transportation, for involvement in any of the above pilot model and production schedule review or plant inspections. All travel expenses should be based on the DTMB, Vehicle and Travel Services Schedule of Travel Rates for Classified and Unclassified Employees Effective January 1, 2011 or subsequent updates.
http://www.michigan.gov/dmb/0,4568,7-150-9141_13132---,00.html

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

8. Invoice and Payment

8.1. Invoice Requirements

All invoices submitted to the State must include: **(a)** date; **(b)** delivery 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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

8.2. Payment Methods

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

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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 Full-Size Transit Van(s) fails to comply with specification requirements. Therefore, it is incumbent upon the Contractor to close pre-delivery inspection in accordance with the contract requirements.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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 \$5000 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.

<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s):	

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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s): <i>(Add more rows as necessary.)</i>	
Item #:	Response:
Bidder must provide detailed information as required above – either in this response box or identified here as an attachment to this RFP.	

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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
--------------------------	--

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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
--------------------------	--

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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
List all exception(s): <i>(Add rows as necessary.)</i>	
Item #:	Response:

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.

<input type="checkbox"/>	I confirm the above requirement and agree with no exception.
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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</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

<p>Acceptable Standard</p>	<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 packing slips will be provided to 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>
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<p>Credit Due for Failing to Meet the Service Level Agreements</p>	<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>
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<input type="checkbox"/>	I have reviewed the above requirement and agree with no exception.
<input type="checkbox"/>	I have reviewed the above requirement and have noted all exception(s) below.
<p>List all exception(s):</p>	

STATE OF MICHIGAN

Request For Proposal No. 230000000230

Full Size Non-Lift and Lift Transit Vans with Alternate Seating

SCHEDULE B

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. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: _____ % discount off invoice if paid within _____ days after receipt of invoice.

4. 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 FULL SIZE VANS SPECIFICATION
Minimum 4 Years/100,000 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 will result in a bid disqualification.

Bidder Company Name:				
Bidder Address:				
Preparer's Name:				
Inspection Facility:				
Address of Inspection Facility:				
I	COST MODEL			
	Qty	Description	Michigan Public Transit Authorities	Extended Total
		Base Van Floor Plans		
E.		Class III – 148" W.B. – Vinyl Seat Covers		
	1	13 passenger plus driver low roof without lift		0.00
	1	13 passenger plus driver medium roof without lift		0.00
	1	13 passenger plus driver high roof without lift		0.00
	1	13 passenger plus driver high roof extended length		0.00
F.		Class III – 148" W.B. – Fabric Seat Covers		
	1	13 passenger plus driver low roof without lift		0.00
	1	13 passenger plus driver medium roof without lift		0.00
	1	13 passenger plus driver high roof without lift		0.00
	1	13 passenger plus driver high roof extended length		0.00
G.		Class IV – 148" W.B. – Dual Rear Wheel - Vinyl Seat		
	1	14 passenger plus driver high roof extended length		0.00
H.		Class IV – 148" W.B. – Dual Rear Wheel - Fabric Seat		
	1	14 passenger plus driver high roof extended length		0.00
				0.00
I.		Equipment Options		
	1	Alternate Adjustable Seating and Floor System I		0.00
	1	Alternate Adjustable Seating and Floor System II		0.00
	1	Aluminum L Track Flooring System		0.00
	2	Alternate Lift with Power Sliding Side Door 1,000 pound		0.00

3	1	Power Sliding Side Cargo Door		0.00
4	1	Emergency Roof Exit		0.00
5	1	Emergency Egress Window (Requires Privacy Tinted		0.00
6	1	Cross View Mirror		0.00
7	1	Destination Sign - LED		0.00
8	1	Donation box (in lieu of farebox – deduct)		0.00
9	1	Running Boards		0.00
10	1	Farebox		0.00
11	1	Farebox Electrical Prep Only (less farebox- deduct)		0.00
12	1	Limited Slip Differential		0.00
13	1	Paint - Different Full body		0.00
14	1	Paint - One 6" Stripe		0.00
15	1	Reflective 6" Vinyl Belt Stripe		0.00
16	1	Rear Side Entry Wheelchair Lift		0.00
17	1	Lift – Type I – (34 inch wide 800 pound capacity side		0.00
18	1	Lift – Type I – (37 inch wide 1,000 pound capacity rear		0.00
19	1	Lift – Type II – 800 pound Capacity, Powered outer		0.00
20	1	Lift - Folding Platform 800# Capacity (in lieu of lift)		0.00
21	1	Alternate Lift Manufacturer		0.00
22	1	Wheelchair Single Point Securement System (in lieu of		0.00
23	1	Additional Wheelchair Position – L Track System		0.00
24	1	Additional Wheelchair Position – Single Point System		0.00
25	1	Recessed Wheelchair Securement Station		0.00
26	1	Two-way radio prep package		0.00
27	1	Radio - AM/FM stereo system w/6 speakers		0.00
28	1	Public Address (PA) System Only w/ two speakers		0.00
29	1	Entry Stepwell Heater (Bi-fold Entrance Door Only)		0.00
30	1	Bi-fold Entrance Door		0.00
31	1	Handrails & Stanchions		0.00
32	1	Adjustable Flooring Single Forward Facing Flip Seat - Vinyl		0.00
33	1	Adjustable Flooring Single Forward Facing Flip Seat - Cloth		0.00
34	1	Adjustable Flooring Double Forward Facing - Vinyl		0.00
35	1	Adjustable Flooring Double Forward Facing - Cloth		0.00
36	1	Seating – Forward Facing Standard Single Seat – Vinyl		0.00
37	1	Seating – Forward Facing Standard Single Seat – Cloth		0.00
38	1	Seating – Forward Facing Standard Single Seat – Vinyl (Deduct)		0.00
39	1	Seating – Forward Facing Standard Single Seat – Cloth (Deduct)		0.00
40	1	Seating – Forward Facing Standard Double Seat - Vinyl		0.00
41	1	Seating – Forward Facing Standard Double Seat - Fabric		0.00
42	1	Seating – Forward Facing Standard Double Seat – Vinyl (Deduct)		0.00
43	1	Seating – Forward Facing Standard Double Seat – Fabric (Deduct)		0.00

44	1	Seating – Forward Facing Single Fold-A-Way – Vinyl		0.00
45	1	Seating – Forward Facing Single Fold-A-Way – Cloth		0.00
46	1	Seating – Forward Facing Double Fold-A-Way - Vinyl		0.00
47	1	Seating – Forward Facing Double Fold-A-Way - Fabric		0.00
48	1	Seating – Forward Facing Double Fold-A-Way – Vinyl (Deduct)		0.00
49	1	Seating – Forward Facing Double Fold-A-Way –Fabric (Deduct)		0.00
50	1	Seating – Double Flip-up – Vinyl		0.00
51	1	Seating – Double Flip-up - Fabric		0.00
52	1	Seating – Double Flip-up – Vinyl (Deduct)		0.00
53	1	Seating – Double Flip-up – Fabric (Deduct)		0.00
54	1	Seating – Double w/Single Integrated Child Seat (ICS) - Vinyl		0.00
55	1	Seating – Double w/Single Integrated Child Seat (ICS) – Fabric		0.00
56	1	Seating – Double w/Single Integrated Child Seat (ICS) – Vinyl (Deduct)		0.00
57	1	Seating – Double w/Single Integrated Child Seat (ICS) – Fabric (Deduct)		0.00
58	1	Seating – Double w/Double Integrated Child Seat (ICS) - Vinyl		0.00
59	1	Seating – Double w/Double Integrated Child Seat (ICS) - Fabric		0.00
60	1	Driver’s Power Seat Base (Class One Only)		0.00
61	1	Alt. Engine - Propane		0.00
62	1	Alt. Engine - CNG		0.00
63	1	Alt. Engine – Diesel		0.00
64	1	Battery Electric Propulsion		0.00
65	1	Back-up Sensor System		0.00
66	1	Video Surveillance – Two Camera System		0.00
67	1	Video Surveillance - Four Camera System		0.00
68	1	Video Surveillance - Six Camera System		0.00
69	1	Video Surveillance - DVR System Upgrade		0.00
70	1	Video Surveillance – Extra Interior Cameras		0.00
71	1	Video Surveillance – Extra Exterior Cameras		0.00
72	1	Video Surveillance Preparation Package		0.00
73	1	Bike Rack		0.00
74	1	Rear HVAC without OEM Heat and A/C		0.00
75	1	Cruise Control		0.00
76	1	Overhead Compartment		0.00
SUBTOTAL (Options)				0.00
GRAND TOTAL EVALUATION PRICE OF A, B, C, D, E, F, G, H, and I ABOVE				0.00

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

Enter company name here

SCHEDULE C - INSURANCE REQUIREMENTS

Request For Proposal No. 230000000230
Full-size transit Vans with or without Lift

1. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
2. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
3. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
5. **Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
 - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- 7. Limits of Coverage & Specific Endorsements.**

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	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
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	

- 8. Non-Waiver.** This Schedule C 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.

**Schedule D
State of Michigan
Office of Passenger Transportation
Specifications for
Full Size Non-lift and Lift Vans with Alternate Seating**

I. PURPOSE OF SPECIFICATIONS

These specifications are setting forth the minimum requirements for a two-axle commercial non-lift vehicle or Paratransit type commercial vehicle equipped with a commercial wheelchair lift. The van shall be a passenger van or wagon chassis complying with FMVSS 226, Ejection Mitigation Safety Standards. The vehicle must be capable of meeting all seating requirements (see APPENDIX A - Standard Van Seating Charts). As a minimum, vehicles must meet all applicable Michigan Motor Carrier Vehicle Codes, all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Americans with Disabilities Act (ADA).

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

- A. Class III: Minimum 8,500 GVWR
- B. Class IV: Minimum 9,900 GVWR

The Class of vans must be capable of seating a minimum of 10 adult forward facing passengers (including driver) or an alternate capacity of ambulatory adult passengers and wheelchair passengers:

- 1) The van model(s) offered is a minimum Class I – IV - 4 years/100,000-mile van service life category.
- 2) Will meet the requirements of Federal Register Rules and Regulations 49 CFR Part 665, Bus Testing Program.
- 3) Testing is required for a manufacturer of a new van model or a van 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.
- 4) Bidders shall submit any and all reports related to the vans in this bid as specified in §665.11 and § 665.13

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

Regardless of options and seating plan ordered, the successful bidder shall be responsible for certifying that all vans 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 vans 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).

Please refer to Exhibit A Statement of Work, section 1.1 for additional specification requirements.

II. VAN 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	Suggested Source or Pre-Approved Alternate
<p>1) SAFETY: The Van shall be designed using only prudent, proven engineering principles with all work performed only by professional established firms. The van purchased shall comply with all State regulations and requirements applicable to the design and manufacture of vans for the State of Michigan.</p>	
<p>2) DRIVER SIZE and COMFORT: Design criteria of van 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 van. All driver controls shall comply with FMVSS 101, with hand and foot controls required to operate the van safely, including the placement of exterior adjustable mirrors, positioned to meet this safety requirement. <u>All non-OEM controls shall be within driver's reach.</u></p>	

<p>3) QUALITY of WORKMANSHIP: All labor employed in both the manufacturing and assembly processes of the van purchased shall be to the highest industry standards. The entire van shall be within all established engineering tolerances set by all parties involved in the design and production of the van. All added components shall be installed and positioned according to the component manufacturer's installation procedures which shall be available upon request.</p>	
<p>4) WELDING: All welding procedures used throughout the construction of the van, 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.</p>	
<p>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 V. Vendor/Manufacturer Requirements, subsection F. Bid Documents, items 21. & 22.). Fasteners used by the respective component manufacturers in their assemblies are acceptable as part of the assembly.</p>	
<p>B. VAN STRUCTURE AND EXTERIOR</p>	
<p>1) OEM Chassis Construction a. All interior panels and trim may be made of scuff-resistant laminate/FRP, molded ABS, or OEM finished material. Interior panels shall have as a minimum the physical properties of gauge number 24 (.024" thickness). Interior panel substrate shall not be of wood composition, plywood or a pressed wood product. Interior panel threaded fasteners or rivets shall secure panels to chassis framing structure. Where fasteners are in the panels only, a reinforcing nut or reinforcing panel shall be installed for added strength and fastener retention.</p>	
<p>b. No sheet metal screws shall be permitted, except for rubrails and rubber fender splash guards which can be secured with stainless steel or equivalent plated locking-type, self-tapping fasteners. Fastener materials shall be compatible with materials being fastened and meet the 480-hour ASTM B117 Salt Spray test and the 480 hour ASTM D2247 Humidity Resistance test (see section V. Vendor/Manufacturer Requirements, subsection F. Bid Documents, items 21. & 22.). Where self-tapping fasteners are used in body panels, the body panels shall have an imbedded reinforcing nut or a reinforcing panel shall be integrated into the FRP composite for added strength and fastener retention.</p>	

<p>2) Interior</p> <p>a. The interior of the van shall provide a pleasant, aesthetically pleasing atmosphere. The door and driver instrument panel are to be painted or otherwise finished with a non-reflective, anti-glare finish that matches the overall interior tones of interior panels. All non-OEM interior hinged access doors shall use quarter-turn, <u>non-corrosive</u> metal, thumb latches with positive stop mechanism to hold the door positively closed. All interior markings shall be durable materials affixed to the interior panels' smooth surfaces or markings shall be durable materials affixed to metal plates fastened to the interior panels of the van. The interior design and colors shall be approved by the State.</p>	
<p>b. All interior panels shall be made of laminate/FRP, molded ABS, or OEM finished scuff-resistant materials.</p>	
<p>c. A white or light gray color shall be installed in the interior area above the seat rail lines, in the ceiling area, and on the rear endwall. All materials and treatments shall be easily cleaned. Panel fastening devices shall match color of panels. All interior finished surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Finished surfaces shall not be damaged by controlled applications of graffiti-removing chemicals.</p>	
<p>d. The interior height of the passenger compartment at center aisle shall be 67" minimum for Class II-IV medium roof vans and 75" minimum for Class II-IV high roof vans. The interior headroom width at roofline above seat line shall be 66", minimum.</p>	
<p>e. <u>All surfaces, items, or hardware in the passenger compartment having sharp edges, corners, or angles that could cause injury, shall be padded with a heavy-duty, vinyl-covered, energy absorbing material to match interior colors.</u> Areas inside the passenger compartment of low headroom where a person is prone to strike his head shall be marked and padded. All handrails shall have rounded edges where exposed.</p>	
<p>f. A shelf area above the driver's compartment shall be used for two way radio installation and other storage. The shelf shall have a 60-pound capacity minimum and colored to match interior.</p>	

<p>3) Flooring</p> <p>a. The floor deck may be integral with the OEM basic structure or mounted on the structure securely to prevent chafing or horizontal movement. All floor fasteners shall be corrosion resistant steel and shall remain secured and corrosion resistant for the service life of the van. The non-OEM floor deck shall be 5/8" one piece CNC sub-floor or 5/8" fiberglass encased composite material, minimum, with sealed edges to prevent moisture intrusion. The floor deck upper surface shall have all cracks and voids filled and the whole surface rough sanded before installing the flooring material. A layer of sealer shall be installed between floor deck edges that butt against structural members and other deck sections to prevent dust and moisture intrusion. Passage holes provided for wiring and hoses in the floor deck shall be thoroughly sealed to prevent dust and moisture intrusion. Passenger seating floor rail/track shall not be installed in the wheelchair lift or wheelchair securement areas. The floor deck, including the sealer, attachments, and coverings, shall be waterproof, non-hygroscopic, resistant to wet and dry rot, and resistant to mold growth.</p>	
<p>b. The entire passenger area including the wheelchair securement area, entrance steps and stepwell area, shall be overlaid with smooth, slip resistant flooring material. <u>The main passenger area shall be one piece with no seams.</u> The resilient sheet flooring system (2.2 mm thickness minimum) shall be a high-quality vinyl with aluminum oxide and color quartz grains throughout the thickness, silicon carbide grains in the surface layer and a non-woven polyester/cellulose backing with glass fiber reinforcement. Installation of flooring must be done strictly according to the flooring manufacturer's directions using the proper accessories, tools, and adhesives. Suggested Sources: Altro Transflor™ Meta, Altro Transflor™ Chroma, Gerflor™ Sirius.</p>	
<p>c. Step treads for bus style door shall be one-piece resilient sheet flooring system matching the passenger compartment flooring. All step edges (nosings of step tread material) shall have a band of bright yellow contrasting color running full width of the step. Step tread to stepwell joints shall be sealed to prevent intrusion of moisture and debris. <u>There shall be no aluminum nose edging and step tread and nose edging shall be one piece.</u></p>	
<p>4) Gauges</p> <p>a. Chassis Original Equipment Manufacturer (OEM) gauges shall be used in the driver's instrument cluster, but if they are not available, VDO brand gauges or Stewart Warner gauges shall be used. Each van shall have an instrument cluster with the following non-glare needle-type gauges which are easily monitored by sight from the driver's position (lights in lieu of gauges are not acceptable). <u>All after-market gauges shall be together in a pod located on the A-pillar.</u></p>	
<p>b. Voltmeter and its wiring shall be compatible with generating capacities, if available from OEM.</p>	
<p>c. Engine oil pressure gauge, if available from OEM.</p>	
<p>d. Engine coolant temperature gauge.</p>	
<p>e. Fuel gauge.</p>	

<p>5) Bumpers The front and rear bumpers shall be an OEM.</p>	
<p>6) Mud Flaps and Splash Guards a. All four wheel opening mud flaps and splash guards shall be OEM.</p>	
<p>b. Where the mud flaps and splash guards are not an integral part of the body, installation shall be made after the finish coat of paint is applied to the van using stainless steel fasteners and adhesive.</p>	
<p>c. Where aftermarket steps are used on front of van a metal splash guard integral to the step is acceptable.</p>	
<p>d. Other mud flaps/splash aprons/shields shall be installed to protect van equipment (AC components, batteries, front wheel inner shield, auxiliary heater box, and the like) from road splash using stainless steel fasteners.</p>	
<p>7) Towing Tow hooks shall be provided in the rear of the van, which shall be of sufficient strength to tow 1½ times the GVWR of the van. Tow hooks shall be easily accessed and free of interference with the bumper system when in use. Access to tow hooks may be made through holes in the bumper assembly. The intended use for tow hooks is only to safely move the van to a point of tow truck hook-up. Tow hooks shall be installed to prevent them from dragging when the van is driven over an incline. The tow hooks, equal to Original Equipment Manufacturer (OEM) units, shall be mounted and adequately secured to the chassis frame as recommended by the tow hook manufacturer or may be supplied by the OEM as standard equipment on the chassis. The van shall be designed to be towed from the front or from the rear with either a frame contact or a wheel lift. A fuel tank protection frame shall not interfere with a frame contact lift. The bidder shall provide the towing and lifting procedure at delivery.</p>	
<p>8) Undercoating/Rustproofing When the unit is completed, the sections of the underside of the van exposed to the elements shall be treated with an undercoating material except those areas of the OEM chassis where undercoating is not recommended. Undercoating shall be warranted for the same period covered by the chassis warranty. Suggested source: Tectyl 121-B or Rusfre Rubberized Undercoating 1020F-1.</p>	
<p>9) Interior Mirrors/Sun Visors Interior mirror rearview and sun visors shall be OEM</p>	
<p>10) Exterior Mirrors a. Each van shall be equipped with OEM exterior, powered-remote, heated, left-hand and right-hand rear-view mirrors of flat glass with non-powered convex mirrors (3" in diameter, minimum) attached or a combination flat/convex glass in a single mirror head. Flat glass shall be power remote adjustable if available from OEM. The mirror brackets shall be high impact plastic. The mirror shall contain at least 70 square inches of flat glass viewing area.</p>	
<p>b. All exterior mirrors shall be constructed with high impact plastic or stainless-steel housings. Mirrors shall be remote adjusting and shall move independently of the mirror housing. The mirrors shall be modular in design so that the glass can be replaced using the "twist lock" mechanism</p>	

<p>for service without removing the entire mirror assembly from the van.</p>	
<p>c. Mirror mountings shall be reinforced when not in a structural frame member to prevent mirror vibration, with approval by the State at the time of Pilot Model Inspection. The mirror placement shall not obstruct driver vision nor have window divider bars between the driver and mirror face. <u>ALL MIRROR MOUNTING SHALL NOT CAUSE PREMATURE BODY DAMAGE</u></p>	
<p>11) Driver's Seats a. The Original Equipment Manufacturer (OEM) driver's seat shall comfortably hold and support the human body in the ergonomically correct position for driving and meet the flammability requirements of FVMSS 302. The driver's seat with arm rests (right side seat arm rest, left side door arm rest) shall have adjustments for fore and aft slide, 4" minimum travel, back recline, 20° minimum, and weight range capacity up to 350 pounds. While seated, the driver shall be able to make all of these adjustments by hand without complexity, excessive effort, or being pinched. Manual operated adjustment mechanisms shall hold the adjustments and shall not be subject to inadvertent changes. The seat shall be high-backed and shall be properly aligned (centered) behind steering wheel to allow for maximum seat adjustments and operator comfort. The seat belt with shoulder harness, automatic retractor and supplemental restraint (SRS) system shall be OEM chassis equipment. All seats and seat mountings shall meet applicable federal standards. <u>An option for an electric minimum 10-way cloth power adjustable seat shall be available.</u> Suggested sources: OEM</p>	
<p>b. The driver's seat covering shall be gray cloth-type woven fabric (with flame retardant qualities) or material and color matching van seats if possible, meeting the requirements listed below in All Seats (see section II. Van Specifications, subsection 16. Cloth-type Woven Fabric Requirements (with flame resistance)).</p>	
<p>12) Passenger Seats a. All passenger seats shall be mid-back and are required to meet all applicable FMVSS testing including FMVSS 210 (see section V. Vendor/Manufacturer Requirements, subsection F. Bid Documents, items 15.).</p>	
<p>b. All seats shall be equipped with externally mounted 3 point restraint belt system.</p>	
<p>c. Two passenger, forward facing seats shall be 35" minimum width with a non-foam, black energy-absorbent, vandal-proof grab handle mounted to the top of each seat back (two per double seat). Grab handles are not required on seats that have a back against a wall.</p>	
<p>d. Single passenger seats shall be 16" minimum width with a black, energy-absorbent, vandal-proof grab handle mounted to the top of the seat back.</p>	
<p>e. Forward facing seats shall have 27" minimum knee to hip room.</p>	
<p>f. Aisle facing seats shall have arm rests on both ends if the seat is not against a modesty panel.</p>	
<p>g. All seats shall be supported on the floor with high carbon steel support brackets. Seat frame shall be cold-roll steel tubing. Floor anchorage shall be neat and not interfere with</p>	

<p>for service without removing the entire mirror assembly from the van.</p>	
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<p>entering and exiting the seat. The bidders shall provide certification test data that the installation of the seats, seat mountings including floor anchorage and floor fasteners shall meet all applicable FMVSS including FMVSS 207, 208, 209, and 210 for the van model being offered in this bid (see section V. Vendor/Manufacturer Requirements, subsection F. Bid Documents, items 15.)</p>										
<p>h. All metal components of the seat assembly shall be coated with a powder coat epoxy paint finish that shall meet the following tests:</p> <table border="1" data-bbox="175 491 711 632"> <tr> <td>Salt Spray</td> <td>480 hours</td> <td>ASTM B117</td> </tr> <tr> <td>Humidity Resistance</td> <td>480 hours</td> <td>ASTM D2247</td> </tr> <tr> <td>Impact Resistance</td> <td>To 80 inch-pounds</td> <td>ASTM D2794</td> </tr> </table>	Salt Spray	480 hours	ASTM B117	Humidity Resistance	480 hours	ASTM D2247	Impact Resistance	To 80 inch-pounds	ASTM D2794	
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<p>i. All testing is to be performed on standard metal seating materials that have coating thickness of 1.3 to 1.8 mils. Certified test documents are required with bid proposal (see section V. Vendor/Manufacturer Requirements, subsection F. Bid Documents, item 14.)</p>										
<p>j. The seating arrangements and configuration shall be furnished by the Program Manager or Designee and/or Ordering Entity.</p>										
<p>k. Suggested sources: AMF Bruns, Freedman Seating, AbiliTrax Step-N-Lock, Cam Lock.</p>										
<p>13) Wheelchair Lift-Equipped Vans Folding Seats Forward facing (double) fold-away or flip (double) seats with seat belts shall be provided in the wheelchair securement area per seating arrangements (see Section B. 26, Wheelchair Securement Area). <u>All aisle facing seats provided shall be flip seats.</u> Fold-away or flip seats shall include all dimensional, structural and testing requirements of the standard seat specification. Seat locking/latching devices shall be of high quality and be easy to latch and unlatch. Seats must positively latch in the seated and folded position to prevent inadvertent folding or unfolding of the seat. Any support legs resting on flooring shall be non-marring or rest on metal plates flush mounted with flooring. All fold-away seats shall be able to pass FMVSS 210 without having to fasten additional latches or cables. All fold-away seats shall fold against the wall when wheelchair space is required (no further than 12" from wall in the vertical folded position). Seat may not extend into van more than 37½" (two passenger) and 18½" (1 passenger) when folded down for passenger seating unless a foldaway is required adjacent to the wheel well. Aisle space may be reduced to 14 inches where fold-up seating is placed on each side of the aisle or 15½" where placed opposite a stationary seat. The seat bottom cushion shall be a 5° tilt up from level, minimum, and back cushion shall be at 95°, minimum. The seats shall be of the same design as the other passenger seats. All seat backs of the fold-away/fold-up seats shall be covered with material matching seat cushion color and fabric. Suggested source: AbiliTrax Step-N-Lock and CamLock; Freedman Feather Weight Foldaway or Mid-Hi Flip.</p>										

<p>14) Seat Material Seats shall be individually contoured to each passenger for occupant comfort and retention. Seats shall be covered with Docket 90 rated cloth-type woven fabric or vinyl fabric at the transit agency's option. Cloth-type fabric or vinyl shall completely enclose the seat cushion and the seat back. Seat background colors shall be gray, red, blue, and other in-stock colors (bidder to provide available choices at time of bid). All background colors shall be approved by the Program Manager or Designee.</p>	
<p>15) Cloth-type Woven Fabric Requirements (with flame resistance)</p>	
<p>a. Minimum weight 23 ounces per linear yard.</p>	
<p>b. 50,000 minimum double rubs (ASTM - 3597-77 Wyzewbeek Method).</p>	
<p>c. Color fastness to light 300 hours minimum (AATCC-16-1977 Carbon Arc.)</p>	
<p>d. Comply with California BLT-117.</p>	
<p>i All cloth-type woven fabrics except Holdsworth Wool shall be treated with a flame proofing solution following the manufacturer's specifications, No-Flame by Amalgamated Chemical Inc., or equal.</p>	
<p>ii The fabric shall be a plush material.</p>	
<p>iii Suggested source: Flame Resistant Fabrics by Holdsworth. Contractor shall provide technical data sheet including flammability and smoke emissions for the seat covering material supplied (see section V. Vendor/Manufacturer Requirements, subsection F. Bid Documents, item 13.).</p>	
<p>16) Vinyl Fabric</p>	
<p>a. Shall be transportation grade expanded vinyl, 33 ounces per linear yard minimum.</p>	
<p>b. Suggested source: Flame Resistant vinyl by CMI or Camira. Contractor shall provide technical data sheet including flammability and smoke emissions for the seat covering material supplied (see section V. Vendor/Manufacturer Requirements, subsection F. Bid Documents, item 13.).</p>	
<p>17) Cushions</p>	
<p>a. Seat cushion and back cushion shall be molded high resilient (HR) polyurethane foam padding. Seat cushion indentation load deflection (ILD) shall be 35 pounds minimum, with compression to 15% maximum, and tensile-strength of 15 minimum. Seat and back cushion shall meet the physical properties of ASTM D-3574 and the flammability requirements of FMVSS 302, minimum. The technical data sheet for the foam supplied shall be included in the bid proposal with the seat information (see section V. Vendor/Manufacturer Requirements, subsection F. Bid Documents, item 16.). Suggested source: Manufacturer's standard.</p>	
<p>b. Seat and back cushions shall be supported with a spring-type support system. Seat and back cushions shall be completely covered with seat cushion covering material. Seat back depth shall not exceed 3½" overall.</p>	
<p>18) Passenger Seat Belts</p>	
<p>a. All seats shall be equipped with 3-point seat belts for each designated seating position.</p>	

<p>b. The bidders shall provide certification test data that the seat belts, and the installation are in compliance with FMVSS-207, 208, 209, and 210 where applicable for the van model being offered in this bid (see section V. Vendor/Manufacturer Requirements, subsection F. Bid Documents, item 15.).</p>	
<p>c. Two universal "Buckle Up" decals approximately 6" by 6" shall be furnished loose with each van. Decals shall indicate that seat belt use is recommended.</p>	
<p>d. The male end of the belt will have a locking retractor. The retractor will be mounted underneath the seat to the seat frame and there shall be no lap retractors except on the rear center bench seats (if equipped).</p>	
<p>e. Belts shall have a push button latch release mechanism with push button on aisle side of seat.</p>	
<p>19) Interior Lighting a. Interior lighting shall be OEM or equivalent.</p>	
<p>b. If additional interior lighting is added other than OEM it shall be:</p> <ul style="list-style-type: none"> i Overhead entrance and stepwell lights shall be LED and provide no less than two foot-candles of illumination on the entrance step tread or lift or ramp with the door open. Outside light(s) shall provide at least 1 foot-candle of illumination on the street surface within 3 feet of step tread outer edge. This system shall provide illumination automatically when the door is open and meet ADA requirements. ii All lights shall have access holes large enough to easily remove electrical connector. iii Overhead entrance and stepwell lights shall be wired to and be automatically activated by a door-controlled switch. Lights shall operate any time the ignition key is on and the door is opened. 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. 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 van and easy access to the connectors for service. All interior lights shall be grounded by an in-harness ground attached in the fuse panel to a common grounding point. 	
<p>20) Exterior Lighting Exterior lighting shall be OEM and in accordance with Federal Motor Carrier Safety Regulations (393.11) and ADA regulations.</p>	

<p>21) Heating/Ventilating/Air Conditioning (HVAC)</p> <p>a. During normal passenger service, OEM front and rear heavy-duty heating system shall be capable of raising the interior temperature of a van from 0°F to 60°F at knee level (22" above the floor) throughout the interior of van within 30 minutes from engine startup. After initial warm-up, while the van is in passenger service, the front and rear heavy-duty heating system shall be sufficient to maintain a minimum of 64°F at knee level throughout interior of van and at the driver's foot space when the outside temperature is 0°F. All HVAC fan motors shall be supplied with proper radio frequency (RF) suppression equipment to remove two-way radio interference.</p>	
<p>b. Front heating unit shall be automotive in-dash type, chassis Original Equipment Manufacturer (OEM), and shall be capable of delivering heat, fresh air ventilation, and air conditioning to the driver's area. The front heater shall have a temperature control valve which can be regulated from the driver's area. The driver's area shall have air circulation in each mode of defrost, heat, fresh air ventilation, and air conditioning.</p>	
<p>c. Front heater shall have coolant temperature control valve or other controls which can regulate heater temperature from the driver's area.</p>	
<p>d. Air conditioning charge ports shall be protected from road debris to prevent corrosion.</p>	
<p>22) Windows</p> <p>a. All windows and windshield shall be OEM. Optional Emergency Egress window requires privacy window tinting.</p>	
<p>b. All windows shall be OEM tinted AS2 or equivalent. Emergency Egress Window requires privacy window tinting.</p>	
<p>23) Paint</p> <p>a. All exterior surfaces shall be smooth and free of visible fasteners (excluding round head structural rivets), dents, and wrinkles. All exterior finished surfaces shall be impervious to diesel fuel, gasoline, and commercial cleaning agents. Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.</p>	
<p>b. Standard paint color for all vans shall be the manufacturer's pre-finished white exterior. Additional paint schemes will be quoted in section IV. Equipment Options, subsection 12. Options, item a. Paint – Optional Designs. Only OEM colors shall be available for full body paint options.</p>	
<p>c. Special design paint application pricing will be negotiated at the time of ordering by the transit agency.</p>	
<p>24) Type I Lift, (Platform Type) (Shall Meet ADA Requirements)</p> <p>a. The Type I platform lift (passive lift) shall be installed for use by persons with disabilities. The lift assembly shall be mounted within the van body on the right (curb) side. The van manufacturer must provide documentation (reviewed by the State at pilot model production) that the lift installation complies with the lift manufacturer's lift installation requirements. The overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp shall be a minimum of 68" to meet ADA requirements.</p>	
<p>b. The lift shall be an electro-hydraulic type. If the lift has a crossbar, it shall be above the door opening and well padded. The platform lift equipment shall be a double "C" channel parallel arm construction, hydraulically operated by two single-acting cylinders with gravity unfold, gravity down,</p>	

<p>power up, and power fold (stow) operation. No part of the lift platform shall exceed 6 inches/second during the lowering and lifting of an occupant and shall not exceed 12 inches/second during deploying or stowing. The lift shall have a mechanical outboard safety wheel stop to prevent wheelchair from rolling off the platform during the lifting cycle. Successful bidder shall deliver the lift equipped van with the type of lift equipment requested by the State. Suggested sources: Braun, Ricon.</p>	
<p>c. A manual safety override shall be provided that will remain operable. Lift shall have manual override instructions visible from inside and outside the van with door open.</p>	
<p>d. Lift control pendant shall be located on curbside of rear mounted lifts.</p>	
<p>e. The entire lift assembly shall be installed inside the van body and shall have adequate protection installed on all sharp corners or items that protrude into the passenger area to prevent accidental injury to passengers. Wall and floor mounting points shall be reinforced and shall be attached with fasteners having a thread locking feature. Lift installation shall insure that no lift rattling exists when the van is operated while the lift is stowed.</p>	
<p>f. A lift control interlock system shall be installed that shall ensure that the van cannot be moved when the lift is not stowed and that the lift cannot be deployed unless the interlock is engaged [to meet ADA regulation in 49 CFR Part 38, Subpart B-Vans, Vans and Systems, §38.23, (b)(2)(I)]. The interlock system shall engage when the lift operation sequence is followed. Interlock operating instructions shall be included with the van at delivery. An indicator light (red, labeled) shall be provided at the driver's station that is activated when the lift door is open and when the lift is in operation. An interlock override system shall be installed that allows service personnel to move the van to a safe area for repairs. Suggested Source: Intelligent Lift Interlock System (ILIS) by Intermotive Products</p>	
<p>g. All lift equipped vans shall display the international symbol of accessibility, one each on left and right side of the van. Location shall be determined at pilot model inspection.</p>	
<p>h. The lift shall meet ADA requirements as well as these minimum requirements.</p> <ul style="list-style-type: none"> i Capacity 1,000 pounds minimum (rear lift only). ii Usable platform width 34" for side mounted and 37" for rear mounted minimum. iii Usable platform length 54" minimum. iv Platform shall include automatic locking inboard safety wheel stop (minimum 6" height) and outboard safety wheel stops to prevent wheelchair from rolling off. v Platform shall automatically stop at floor level. vi Platform shall automatically stop when lowered to ground level. vii Hand held controls shall be conveniently located on a flexible or coiled, cut-resistant cable and shall be mounted with access from inside or outside the van. The cable shall be routed to eliminate being pinched in any moving parts. viii Platform, bridge plate, and area between bridge plate and aisle shall be skid resistant. ix Bridge plate and platform shall be coated to resist rust. 	

<p>x Platform shall have horizontal handrails (one each side) on platform to assist passenger during lift operations. Handrails (yellow) shall fold automatically to prevent any obstructions into the van passenger area.</p> <p>xi Lift door operated interrupt switch shall prevent use of lift with lift door(s) closed. Heavy duty long life switches shall be used in this application.</p> <p>xii The wheelchair lift shall comply with all federal, Americans with Disabilities Act (ADA), and Veterans' Administration regulations.</p> <p>xiii 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>	
<p>i. Lift platform shall be fitted with device to prevent the platform from touching or leaning against door after being returned to stored position when the lift assembly is not in use.</p>	
<p>25) Wheel Chair Securement Area</p> <p>a. The Wheelchair securement system shall be a retractor style system and comply with all FMVSS and SAE standards including, but not limited to FMVSS 49.38 (ADA) and FMVSS 210 and all recognized government standards at minimum. Additionally, the system will be installed to the manufacturers supplied specifications and be ADA compliant in application. Certificate of crash testing must be made available if requested. Securement location shall be installed as shown by the seating plan option and approved at pilot model production. Fold-away seating shall be provided for use when wheelchairs are not being carried as shown in floor plans. The integrated securement system shall restrain the occupant and the wheelchair separately and securely.</p>	
<p>b. Wheelchair securement shall meet these minimum requirements:</p> <p>i Forward facing wheelchair tie down and occupant restraint shall consist of floor anchorages as to attach four securement retractors with securement points for the chair and a retractable combination, lap belt/shoulder restraint with manual height adjuster for the occupant per location.</p> <p>ii Securement floor anchorage points shall be anodized aluminum, stainless steel or other noncorrosive metal construction and consist of aircraft type insert pockets that can be flush mounted with the flooring (Flanged "L" style track, Q'Straint, Sure-Lok – Omni aluminum 6061-T6 or equivalent with matching end caps). Anchorages and securements must be tested together and compatible. Floor anchorage points for the first securement space shall be spaced at a minimum of 52" from center of front track to center of rear track in at least one location. Floor anchorage points shall be located no closer than 4" from a stationary wall or obstruction (forward or rearward) that would hinder an operator from attaching the securement system. The center run of anchorage track between two securement locations can be shared with the rear anchorage of the</p>	

<p>front securement system and the front anchorage of the rear securement system. Width of anchorage track shall be no less than 30" wide allowing for the widest of mobility devices. In the event 52" can't be achieved in one ADA applications location it must be noted in the bid exceptions. 48"min of all locations.</p> <p>iii Shoulder belt wall anchorage shall be permanently fastened to the body structure in the wall according to the securement manufacturer's installation instructions, <u>except with Alternate Adjustable Seating and Floor System</u>. Shoulder belts manual height adjustment shall allow approximately 12" of vertical height adjustment allowing for differences in height of the secured mobility aid passenger.</p> <p>iv The four belts that attach to the wheelchair from the floor anchorage points shall use a simple speed hook end ("J" or "S" style) for chair attachment and have automatic self-tensioning heavy-duty retractors with a hard metal cover and have available tightening knob. Knob is for aiding in additional securement control. All floor attachment belts shall be the same and work in any of the four floor attachment points and be equipped with pin connector brackets for the lap belt assembly. Automatic self-tensioning and self-locking retractors with metal covers shall be part of the four floor belt assemblies for automatic belt tensioning. Retractor anchorage fittings shall be easily identified for locked placement in the floor track</p> <p>v All belt components and their attachments to such vehicles shall meet ADA design load requirements of 2,500 lbs. per securement leg and a minimum of 5000 lbs. for each mobility device.</p> <p>vi All components shall meet SAE J2249 requirements and be 30 MPH/20G impact tested.</p> <p>vii All components shall be installed to the securement manufacturer's recommended specifications.</p> <p>Suggested sources: Q'Straint Model Q-8100-A1L; Sure-Lok's Retractor™ Systems for L track AL-712S-4C or AMF Bruns Silver Series H370 525 HB.</p>	
<p>c. A wheelchair restraint storage system shall be positioned under the foldaway seats at each wheelchair space or a storage bag or an aluminum box. Storage system shall:</p> <p>i Keep restraints clean.</p> <p>ii Be free of any sharp edges.</p> <p>iii Provide easy accessibility to restraints.</p> <p>iv Restraints shall be stored securely to prevent noise while the vehicle is in motion.</p> <p>v Restraint storage system shall be compatible with the installed securement system (L-Track or 360 ° single point securement system). Suggested Source: Freedman Tie-Down Storage System.</p> <p>vi A storage pouch, from the securement manufacturer, shall be provided for the lap belt restraints so that the occupant restraints can be stored off the floor in the van when not in use. Location of storage pouch shall be determined by ordering agency.</p>	

<p>vii One belt cutter shall be supplied per vehicle. viii Two (2) Q5-7580 blue loops shall be supplied per vehicle.</p>	
<p>III. CHASSIS SPECIFICATIONS</p>	
<p>1) The chassis shall have a pre-delivery inspection performed by a representative of the chassis manufacturer before the van manufacturing process begins. A copy of the completed pre-delivery inspection form shall accompany the bare chassis and accompany the van during manufacturing as part of the build order. All standard or optional chassis equipment to be included shall be as advertised by the manufacturer and factory installed and shall not consist of substitute or aftermarket equipment. Optional chassis equipment not available from the factory may be dealer installed. The chassis shall meet the following minimum requirements.</p>	
<p>2) Class I, Class II, and Class III - Chassis shall have one front axle with single wheels and one rear axle with single wheels. It shall have a driver and passenger OEM door with co-pilot seat.</p>	
<p>3) Class IV - Commercial rated chassis shall have one front axle with single wheels and one rear axle with dual wheels.</p>	
<p>4) Tilt Wheel/Power Steering a. Chassis shall be equipped with power steering and a tilt wheel steering column. The steering column shall be adjustable for various up and down positions of the steering wheel. The steering gear shall be a full power assist type.</p>	
<p>5) Wheel Base a. The minimum wheelbase shall be 104.8" - 120.6" (Class I), 130" (Class II), and 148" (Class III & Class IV) using the wheelbase for each of the specified van lengths which will provide proper approach and departure angles, proper handling, and proper ride characteristics. Maximum rear overhang shall not exceed: 50 inches on Class I, II, and III and 76 inches on the Class IV.</p>	
<p>6) Engine a. Class I shall be gasoline, fuel injected, I-4, 2.5L minimum</p>	
<p>b. Class II, III, & IV shall be gasoline, fuel injected, V-6, 3.5L minimum</p>	
<p>7) Transmission The electronically controlled transmission shall be a minimum, heavy-duty, six-speed automatic with overdrive cooled by an "H.D. transmission oil cooler" in series with radiator cooler or equal (cooler capacity to match GVWR of van).</p>	
<p>8) Alignment a. The bus shall have a four-wheel alignment at final point of inspection at curb weight after final assembly is completed, just prior to delivery to the transit agency. Final alignment settings shall be +/- .1 degree of preferred manufacturer's alignment specification. A copy of the work order indicating the camber, caster and toe-in settings at time of final inspection shall be provided with the bus at delivery. All axle alignment required.</p>	
<p>b. Alignment machine shall be certified annually for calibration.</p>	
<p>9) Gross Van Weight Rating</p>	

<p>a. Class III</p> <p>i 148" Wheelbase-8,500-lb. minimum. Van axle weight shall not exceed chassis manufacturer's axle weight rating or spring and tire capacity.</p> <p>b. Class IV</p> <p>i 148" Wheelbase Dual Rear Wheel-9,900-lb. minimum. Van axle weight shall not exceed chassis manufacturer's axle weight rating or spring and tire capacity.</p>	
<p>10) Differential Heavy-duty rear axle with full floating axles. Gear ratio shall allow vans to travel approximately 65 miles M.P.H. loaded, maximize fuel economy, and not exceed manufacturer's recommended engine operating R.P.M. Axles shall be marked if synthetic oil is used.</p>	
<p>11) Battery, Cables, and Grounds</p> <p>a. The battery equipment shall be furnished by the OEM. The battery shall be maintenance free with reserve capacity of 400 minutes @ 80° F, 950CCA minimum, 12-volt minimum. Lift equipped vans shall have dual batteries installed and be a pair of matching units.</p>	
<p>b. The batteries must be fresh, fully charged units when the finished van leaves the manufacturing plant. Batteries that have been in the van during the manufacturing process which were allowed to become fully discharged for a period of time shall be replaced with fresh new batteries. Both batteries shall be mounted in the OEM location under the driver seat. Both batteries shall have a protective cover over the positive cable connection. The inside of the battery compartment shall be covered with a durable insulating material to prevent electrical shorts. The totally enclosed battery compartment shall be vented, and the tray shall be coated with an acid resistant coating. Recommended Battery Sources: OEM</p>	
<p>c. Battery positive and ground cables shall be OEM standard, flexible copper wire with permanently affixed cable connector ends with heat shrink tubing applied. All cable ends shall be fastened in a manner equal to the method used by the chassis OEM. Positive cable ends at the battery shall use a protective cover or cap as an added insulator. Cable assemblies installed in place of chassis manufacturer's battery cables shall be sized to match the electrical system's maximum current draw to provide proper engine starting and operation of all systems.</p>	
<p>d. Engine, body, and equipment grounds (properly sized) shall be installed to handle subsystem electrical capacity. For all non-OEM ground wire connections; 1) paint shall be removed at the grounding point to provide a cleaned surface; 2) grounding wires and cables fastened to the frame or body structure shall use a bolt with nut installed in a proper sized hole; and 3) a coating of dielectric material shall be applied to the cleaned surfaces, cable ends, bolts, and nuts where each positive or grounding cable or wire is attached. The following is a list of grounding locations:</p> <p>i <u>Lift pump motor shall be grounded directly to battery using OEM instructions.</u></p>	

<p>12) Alternator The alternator equipment shall be furnished by the OEM where high output will match system needs. This system shall be a 12-volt serpentine belt drive with internal or external voltage regulator. It shall be capable of maintaining the battery at a state of full charge under all operating conditions and equipment loads, 200-amp minimum. The alternator(s) shall be supplied with proper radio frequency (RF) suppression equipment and have a ½" wide braided ground strap connected between the alternator frame and the engine block to reduce two-way radio interference. Any bracket modifications shall not reduce the strength of the mounting bracket.</p>	
<p>13) Engine Fast Idle Vans with lifts shall have the engine equipped with fast idle control which includes manual and automatic control features. Fast idle shall not activate unless the transmission control is in park (P). The control system shall have a manual switch, volt sensor, an indicator light, and activate automatically from voltage sensors. The system shall automatically deactivate when the van foundation brakes are applied and when van is shifted into gear. Suggested source: Chassis manufacturer's equipment, Gateway by Intermotive Products, Penntex Model PX-HI-(mod no) with time out module, Vortec MD30-2500.</p>	
<p>14) Brakes a. The van foundation brakes shall be a power-actuated hydraulic split system of a four-wheel disc type with a three channel anti-lock braking system. The system shall be the heaviest-duty available for stop and go operation. The brake system shall include a red brake warning lamp (RBWL) in the instrument cluster that lights when the parking brake is on, when a front or rear hydraulic failure occurs, or when brake fluid is low in the reservoir and act as a low brake warning system.</p>	
<p>b. Parking Brake – Rebuildable and repairable by trained technician, heaviest-duty available from chassis manufacturer.</p>	
<p>15) Fuel Tank Fuel tank capacity shall be the largest size available for each chassis. Fuel fill shall not extend beyond the exterior surface of the van and may have the fuel cap set in a recess similar to a Ford OEM unit. Fuel fill shall be on the street (left) side of the van. Fuel tank capacity shall be 25 gallon minimum for all vans.</p>	
<p>16) Hazard Flashers Hazard flashers shall use the OEM switch and control system with an electronic flasher.</p>	
<p>17) Shock Absorbers Chassis shall have gas filled shock absorbers front and rear, most heavy-duty available from chassis manufacturer. It is the responsibility of the manufacturer (van supplier) to match the shock absorber performance to the vans GVWR.</p>	
<p>18) Springs and Suspension a. The chassis shall be equipped with a heavy-duty MacPherson strut coil spring front suspension to match the specified gross axle weight rating.</p>	
<p>b. Chassis shall be equipped with a heavy-duty rear suspension OEM chassis leaf spring suspension with heavy-duty gas shock absorbers to match the specified gross axle weight rating.</p>	

<p>19) Stabilizer Chassis shall have heavy-duty OEM suspension stabilizers if available.</p>	
<p>20) Wheels a. Van wheels shall be 16.0" x 6.0" minimum, steel disc, hub piloted type, 5-hole flange nut style. Wheels shall be OEM black.</p>	
<p>b. All wheels shall be equipped with TPMS</p>	
<p>21) Tires a. All tires (up to 7) shall be tubeless, steel radial blackwall, single front, and dual rear (option). All tires shall be all season tubeless. Suggested sources: Goodyear, Michelin XZA, Unisteel. The tires shall be the largest size, highest UTQG treadwear available from chassis manufacturer to meet the GVWR.</p>	
<p>b. A spare tire shall be standard for both the steer and drive axle tires if they are of different tread design. Spare tire shall match brand and specifications on delivered vehicle.</p>	
<p>22) Driveshaft The multi-piece drive shaft shall be OEM and have guards of sufficient strength to prevent any drive shaft section from striking the floor of the van or the ground in the event of a tube or universal joint failure.</p>	
<p>23) Wipers and Horn Electric wipers shall be two-speed, delay style, dual jet washers (electric), with manufacturer's standard arms and blades (OEM equipment preferred). Wiper motors shall be mounted for easy access and not interfere with other equipment mounted in the front bulkhead/cowl of the van. The van shall have two electric horns.</p>	
<p>24) Rear View Camera System Rear View Camera system shall be standard and transmit images to the rear-view mirror or multi-function audio display when vehicle is in reverse.</p>	
<p>25) Radiator and Cooling System The cooling system shall have an extra cooling capacity radiator (aluminum or copper core), water pump, pulley, and clutch-type fan with coolant recovery. Cooling system shall be winterized with 50/50 mixture (minimum) of permanent antifreeze and distilled water or a factory premix (minimum - 35°F freezing point). Coolant integrity shall be maintained throughout the manufacturing process to ensure that the coolant, including additives, in the delivered van is equal to the coolant installed at the chassis OEM factory. All cooling system hose connections in the engine compartment shall use constant tension spring loaded band clamps (Breeze Constant-Torque®, Clampco Products Inc., Oetiker that automatically adjust for thermal expansion and contraction to control leakage.</p>	
<p>26) Fluids Fluids shall be checked and filled from inside front hood where application allows. Engine oil fill/check, transmission oil fill/check, and coolant fill/check shall be located for easy access per approval at pilot model inspection. All fluids shall be at proper operating levels at delivery.</p>	
<p>27) Engine Cover and Trim a. The engine cover shall be insulated from engine heat, engine noise, and road noise. Additional equipment, including flooring, added to the engine cover area shall not interfere with removal/installation of the engine cover.</p>	

<p>b. A non-OEM main wiring harness with Weatherpack connectors shall be used to disconnect any switches mounted on engine cover. Preferably one main connector for all switches.</p>	
<p>28) Exhaust System The exhaust shall exit the rear of the van and be flush with the rear bumper. If van is equipped with a rear lift door, the exhaust shall exit the rear of the van on the curb side flush with rear of the rear wheel. The exhaust system shall meet FMVSS §393.83 and current Environmental Protection Agency (EPA) requirements. The exhaust system must be installed to provide maximum ground clearance and departure angle at the rear of the van. Any exhaust system extensions shall be of the same material as OEM exhaust system, i.e. – stainless steel. All exhaust system extension hangers shall be OEM type.</p>	
<p>29) Safety Items The following safety items shall be provided on each van and items noted with an asterisk (*) shall be in a location approved by the state at pilot model inspection:</p> <p>a. *One UL listed 5-pound, 2A-10BC dry chemical fire extinguisher. Fire extinguisher shall have a metal head, a gauge to indicate state of charge, and a bracket with strap for securement. Fire extinguisher shall be serviceable and rechargeable for the life of the van with metal mounting brackets. Fire extinguisher shall be shipped loose. Source: Manufacturer's Standard.</p>	
<p>b. *One container of bi-directional emergency reflective triangles that meets FMVSS 125 and shall be in a location easily accessible to the driver.</p>	
<p>c. *A 12-volt 97-db sealed solid state electronic warning alarm that is readily audible from <u>outside</u> the van when transmission is in reverse. The alarm shall: be steam cleanable; have passed a 1 million cycle test; and meet SAE J994, OSHA, Bureau of Mines and all State Regulations. The alarm shall be mounted with bolts and properly grounded and mounted on the rear of the van. Suggested source: OEM standard.</p>	
<p>d. *An exterior height (clearance) decal shall be mounted in the driver's dash area.</p>	
<p>e. One window breaking tool per vehicle.</p>	
<p>f. When not equipped with a wheelchair lift the rear door shall have an audible alarm at driver area that is energized when the inside rear door latch handle starts to open and when the rear door is locked with the ignition in the on or accessory position.</p>	
<p>g. An interlock system shall be provided to ensure that the van cannot be moved when the lift is not stowed and that the lift cannot be deployed unless the interlock is engaged (to meet ADA regulation). The interlock system shall engage when the lift operation sequence is followed. Interlock operating instructions shall be included with each van at delivery.</p>	
<p>h. An OEM automatic daytime headlight control system shall be provided. The system shall illuminate the headlights when the ignition switch is on and the headlight switch is off. The system shall activate automatically after engine start up with the headlamp switch off and shall deactivate automatically when the headlamp switch is on or the ignition switch is turned off.</p>	

<p>30) Electrical a. All non-OEM connections shall be <u>WeatherPack or Molex weatherproof connectors.</u></p>	
<p>b. All wiring supplied by van builder shall have each wire permanently labeled with its function at least every eighteen inches.</p>	
<p>c. Body builder up-fitting wiring locations shall be provided when available from OEM.</p>	
<p>d. Lift equipped vans shall have a circuit breaker with a manual reset in the lift feed circuit. The circuit breaker shall be installed vertically (on the side wall) in the battery box or as close as practicable, in the positive power cable leading to the lift power pack.</p>	
<p>e. Install a 12-volt power point for hand held equipment in the driver's area.</p>	
<p>f. All cable and wires added by the van manufacturer shall be continuous color coded and numbered or function coded. The manufacturer shall furnish complete as built wiring diagrams with integrated body and chassis wiring marked to show the codes used. Mating harnesses and harness connectors shall use matching wiring and coding unless chassis OEM wiring and coding is different from van manufacturer's. The wiring shall be designed to be a "plug and play" system where the harnesses and components are fastened through common standard terminal ends and connectors.</p>	
<p>g. All wiring added to chassis fuse block shall be securely fastened to prevent wires from being knocked loose or loosening from vibration. The manufacturer shall use wire raceways where needed. Wiring, harnesses, and raceways shall be supported at regular intervals by "P" clamps, or by other supporting hangers where necessary, and routed in separate hangers from heater hoses or air conditioning hoses. Van fuse/electrical panel shall be sufficiently sealed to prevent intrusion of dirt and moisture.</p>	
<p>h. All wiring shall be heavy-duty; be properly grounded to body frame structure and the chassis; use a common grounding point; and be adequate for electrical system capacity. All wiring passage holes through engine cowl, floor area, and other partitions shall be thoroughly sealed to prevent dust and moisture intrusion.</p>	
<p>i. All control switches, relays, and circuit breakers used for the various electrical circuits shall have a current carrying capacity adequate for the circuit that they control and shall be properly marked for their function. The illuminated switch markings shall be permanent and not wear off with switch use. Control switches shall be positioned for easy access from driver's seat. (Location to be determined at pilot model production).</p>	
<p>j. All added wiring shall be installed in a properly sized and supported split open-type loom or a properly supported raceway for protection. All wiring harnesses shall have adequate length to allow for harness flexing from supporting brackets and where harnesses connect to electrical equipment. Any wiring added by splicing into an existing chassis Original Equipment Manufacturer (OEM) harness or wire shall match modification standards set forth by the chassis manufacturer, such as Ford's QVM. Any added accessories or electrical circuits shall not interfere with nor back-feed into other electrical circuits. Any excess harnesses shall be properly secured.</p>	

<p>k. Wiring added from OEM chassis wiring to rear lights, fuel tank, and/or other accessories shall be supported and protected from the ice and snow build-up. Wiring shall be inside van where possible. Wiring to taillights and other exterior lights shall be long enough to remove assembly by 6" for service. Exterior connections shall be weatherproof positive lock connectors coated with dielectric grease. Suggested sources: Weather-Pak.</p>	
<p>i. Scotch lock wire connectors are not acceptable and shall not be used for wiring installation. Terminals shall be as follows:</p> <p>i Machine crimped on wire ends shall be used on all harnesses and cable assemblies used in the production of vans. Harness assemblies shall have connectors matching a mating connector where harnesses attach to other harnesses, switches, or other electrical units. Connections made in any harness assembly shall use Sta-Kon® disconnects and splice connectors where machine applied connectors cannot be used. Connectors shall be properly crimped with Sta-Kon® tools and covered with heat shrink tubing. In-line fuse assemblies shall use spade type fuses in a Weather-Pak holder and shall be located for ease of service.</p> <p>ii All exterior wiring connectors (plug-ins) including harnesses shall be weatherproof positive lock with the connector pins applied with the proper crimping tool (Weather-Pak, Metri-Pak). All exterior ground connections, except factory supplied braided ground straps, shall have properly applied terminal ends with heat shrink insulation applied. All connections exposed to the weather shall have dielectric grease applied to prevent corrosion.</p>	
<p>IV. EQUIPMENT OPTIONS</p>	
<p>1) Alternate Adjustable Seating and Floor System I</p>	
<p>a. The floor system shall incorporate heating ducts and heat registers as well as include a cavity that allows the wheelchair lift power and interlock signal wires to be routed through the floor.</p>	
<p>b. The track system shall be open channeled to prevent stuck debris and allow easy air or water pressure cleaning.</p>	
<p>c. Seating must be able to be positioned anywhere within track system as required for transport or storage (front to back at 5" increments and side to side at 6-1/4" increments).</p>	
<p>d. The track system must be capable of directly accepting both "A" and "L" style wheelchair tie-down systems without the need for intermediary "adaptors". Wheelchair tie-downs must also be able to be positioned anywhere within the confines of the track system at increments of 5" front to back and 6-1/4" side to side.</p>	
<p>e. The floor base material will consist of a 1-1/2" thick composite, water resistant substrate.</p>	
<p>f. The floor tracks will be constructed of a high strength A1011 HSLA 50 (high strength low alloy) steel which has been further plated with a zinc chromate finish, thus providing maximum strength and corrosion resistance. No aluminum shall be used in any part of the system which may come into direct contact with any steel component. Aluminum and steel in direct contact with one another leads to a galvanic corrosion process. The galvanic corrosion process is further exacerbated by exposure to certain environmental elements</p>	

(such as road salt) which leads to rapid decay of and premature failure of the affected materials.	
g. The floor tracks must be mechanically fastened to the vehicle floor structure using SAE Grade 8 fasteners. All fasteners must be self-locking. All washers will be through hardened. All hardware will also be zinc plated to provide further corrosion resistance. Mechanically fastening the system is required to insure serviceability, repair, replacement or re-use of the system in replacement vehicles.	
h. The system must also meet FMVSS 207, 210 and 225 compliances. All seats will be provided with an integrated 3-point lap and shoulder belt.	
i. The flooring substrate must be fully encapsulated with an FMVSS 302 compliant polyurea finish (LINE-X or equal) to provide a slip resistant surface while creating a barrier which is impervious to environmental elements.	
j. Seat frames shall mount in track system with ability to be mechanically interchangeable both throughout the flooring system and within the fleet.	
k. Foot activated seat base release system that includes base wheels that allow for easy repositioning of the seat.	
l. Seat frames shall mount in track system with ability to be mechanically interchangeable both throughout the flooring system and within the fleet.	
m. "Hands free" latching and unlatching, as well as seat relocation and removal, must be accomplished from a standing position using the operator's foot. This eliminates the need for bending and kneeling and also eliminates the risk of the operator's knees or hands coming into contact with unsanitary floor surfaces.	
n. Latching system must also be provided with a redundant, secondary mechanism to reduce the risk of unintended unlatching. Primary and secondary latches must both be activated "hands free".	
o. Seats must be able to be nested together for storage, occupying no more than 15" of floor space (measured front to back) while still being able to be locked into the floor system for safe transport.	
p. Seating must be able to be moved or removed without the use of tools, from a standing position using only the operator's foot.	
q. Fold-up Seats shall: <ul style="list-style-type: none"> i "Hands free" latching and unlatching, as well as seat relocation and removal, must be accomplished from a standing position using the operator's foot. This eliminates the need for bending and kneeling and also eliminates the risk of the operator's knees or hands coming into contact with unsanitary floor surfaces. ii Latching system must also be provided with a redundant, secondary mechanism to reduce the risk of unintended unlatching. Primary and secondary latches must both be activated "hands free". iii Seats must be able to be nested together for storage, occupying no more than 15" of floor space (measured front to back) while still being able to be locked into the floor system for safe transport. 	

<p>r. Seating must be able to be moved or removed without the use of tools, from a standing position using only the operator's foot. Suggested source: AbiliTrax Step N Lock</p>	
<p>2) Alternate Adjustable Seating and Floor System II</p>	
<p>a. The vehicle must be installed with a complete aluminum floor system that is made from aluminum extruded sections. The sections will interlock together and are held in place with aluminum pins. Sections of the aluminum extrusion shall be designed so that aluminum L track can be installed flush mount into the extrusion structure. Some extrusions shall have tapped holes so the L track will be bolted to the extrusion. The extrusions with L track shall be made of AL 6063-T66 Aluminum; other floor extrusions without L track can be made of AL 6060-T6 Aluminum.</p>	
<p>b. Each extrusion shall have a minimum wall thickness of .08".</p>	
<p>c. Floor sections shall be primed and adhered to the primed vehicle metal floor. The adhesive shall be moisture curing one-part polyurethane with a tensile strength greater than 6 N/mm².</p>	
<p>d. A minimum of (8) eight sections of flush mount aluminum L-Track shall be installed into the vehicle Aluminum Floor system. Size M10 bolts spaced no more than 6" apart shall fasten the L-Track into tapped sections of the Aluminum Floor System. No more than (2) two bolts per L track will be bolted through the chassis metal floor. Flush mounted L track will be made from AL 6082-T6 Aluminum</p>	
<p>e. Seats legs shall be provided to allow the seats to mount into L track and be removed without the use of tools. Seats shall have the ability to be moved throughout the cabin or moved back to provide the passenger with increased leg room. Seat legs and Seat shall be "in-vehicle" tested to meet all pertaining FMVSS regulations. Suggested source: Q'Straint Omni Flex Floor, Smart Floor</p>	
<p>3) Aluminum L track flooring system</p>	
<p>a. The floor system shall be made of aluminum sections interlocked together shall be used to reinforce the OEM floor. The floor extrusions shall with L-track channels shall be made of AL 6063-T66 aluminum. Extrusions without L-track channels shall be made of AL 6060-T6 aluminum. Floor system height shall be 1 3/16" (30mm). The modular floor system shall allow for attachable seats, wheelchair securements, and occupant securements to provide for flexible configurations. The aluminum floor system shall be fully tested to all applicable FMVSS requirements for both fixed and folding seats.</p>	
<p>b. The floor system must be chemically bonded to the OEM floor and remove the need of welding or excessive drilling and bolting. The floor system should be free of any additional noises due to rattling parts. The aluminum L-tracks rails shall be high strength alloy 7108-T6 material. For flexibility to add or replace, the modular floor shall be manufactured to allow removable L-track rails.</p>	
<p>c. Seats intended for use with the floor system shall be available in two optional fully safety tested attachment methods. 1) Bolted to the L track. 2) Easily installed or removed without use of tools. The seat latching system shall have a two-step manual release as a safety feature insuring that a latched seat may not be released accidentally by other passengers in the vehicle. Both attachment methods must have passed testing for all applicable FMVSS regulations. Aluminum L</p>	

track floor system - L tracks shall be configured to the floorplan chosen. No unnecessary tracks shall be allowed. L tracks shall be individually removable for easy replacement.	
d. Optional folding seats available on this RFP must be available and meet all applicable FMVSS regulations.	
e. A minimum of (8) eight sections of flush mount aluminum L-Track shall be installed into the vehicle Aluminum Floor system. Size M10 bolts spaced no more than 6" apart shall fasten the L-Track into tapped sections of the Aluminum Floor System. No more than (2) two bolts per L track will be bolted through the chassis metal floor. Flush mounted L track will be made from AL 6082-T6 Aluminum	
f. Seats legs shall be provided to allow the seats to mount into L track and be removed without the use of tools. Seats shall have the ability to be moved throughout the cabin or moved back to provide the passenger with increased leg room. Seat legs and Seat shall be "in-vehicle" tested to meet all pertaining FMVSS regulations.	
4) Dual Access Ambulatory & Wheelchair Entry System	
a. The side entry door will include a Lift Mounting System that provides ingress or egress to the vehicles interior by both ambulatory passengers and passengers in wheelchairs through the same curbside door opening. It must be constructed of high-strength steel and be bolted to the vehicle chassis in a manner that requires no notching, cutting or welding of the existing OEM frame or cross-member(s). The mounting system will be compliant with all pertinent FMVSS requirements for commercial lift mounting with regard to the rated capacity of the lift. The system must allow for the electro-mechanical movement of a commercial grade lift in a curb side entry situation to provide either ambulatory or non-ambulatory passengers. The electro-mechanical drive system will be equipped with a control system designed for safe operation as well as both an electrical and a mechanical back up (in the event of a failure in the primary drive system). When in the fully retracted position, the Lift Mounting System must provide a minimum 30" wide entry for ambulatory passengers. When in the fully extended position, the system must allow a commercial grade lift (D.O.T. compliant with up to a 34" wide platform) to be fully deployed through the same side door opening.	
b. The Mounting system will be constructed of high strength steel wherever required to achieve maximum structural capacity.	
c. All steel parts will either be powder coated or plated to maximize corrosion resistance.	
d. The Mounting System must be mechanically fastened to the vehicle floor structure using SAE Grade 8 fasteners. All fasteners must be self-locking. All washers will be through hardened. All hardware will also be zinc plated to provide further corrosion resistance. Mechanically fastening the system is required to insure serviceability, repair, replacement or re-use of the system in replacement vehicles.	
e. The system must also meet FMVSS 404 compliance standards in fully retracted or fully extended positions	
f. All sliding mechanisms will be constructed in such a manner as to achieve both corrosion and friction resistance as well as to provide minimal maintenance.	
g. The Lift Mounting System will be available with an (optional photo-electric eye to prevent lateral movement should an obstruction be detected in the walk-through area.	

<p>h. The Lift Mounting System will be available with optional grab bars on both sides of the ambulatory walk through area</p>	
<p>i. The Lift Mounting System will include an optional "bus style" side step that is also a "bolt on" accessory. This step is provided with a cover that is also a "bolt on" accessory. This cover bolts on to the sliding door and shields the step from debris accumulation and also moves with the door.</p>	
<p>j. Electro-Mechanical Rack and Pinion Drive System</p>	
<p>k. Standard Interlock feature requires lift to be in the stowed - shifted left- position in order to remove vehicle from park.</p>	
<p>l. The lift shall be guaranteed by the manufacturer for twelve (12) months (with no mileage or hour limits) and any in-warranty service required shall be performed without charge (excluding labor) to using agency.</p>	
<p>m. Running Board Step for Dual Access Entry Way System: i Side Cargo Door Entrance Step– Shall be equipped with a bolt on bus style side step with polymer cover system. Step to be custom E-Coated to best OEM color match possible. Bus Step cover bolts on to the sliding door to shields the step from debris accumulation and also moves with the door.</p>	
<p>n. Power Door with Dash Mount Lift Shift: i Opens and closes the side Cargo door automatically with 12VDC voltage system. ii Nominal current – 5A. Functioning at road inclinations of ±20°C (36%). Tested performance – 550,000 cycles (open/close = cycle) Driven by rustproof chain. Electronically controlled microprocessor iii Remote control optional. Includes option to have lift in right shift position in drive mode. Quick Disconnect to return the door to manual. Suggested source: AbiliTrax Shift N Step iv Power Cargo Door shall be offered as a separate option to ordering agencies.</p>	
<p>5) Emergency Exits</p>	
<p>a. One-closing static exhaust vent, a combination roof vent-emergency exit (23" by 23" minimum), shall be installed at the mid-point on the longitudinal center line of the roof of the passenger section of the van. The roof vent-escape hatch shall provide fresh air flow inside the van when opened and when the van is in a forward motion. The escape hatch shall have an inside and an outside release handle. There is no warning buzzer requirement for the escape hatch. Suggested source: DMA 1122, Specialty Manufacturing Co., Transpec Inc.</p>	
<p>b. Each exit used for passenger egress shall be identified with a red ½" LED indicator lamp, illuminated with the vehicle marker lighting when ignition is in the "ON" position, above each exit, including roof hatch, so that it may be seen by a passenger in an adjacent seat. Suggested Source: Series 29, Sorenson Lighting Company</p>	
<p>c. Optional Emergency Egress Window: An emergency egress window shall be installed by the OEM in the driver's side of van. This option requires privacy tinted glass. Suggested source: OEM</p>	
<p>6) Integrated Child Restraint Seat</p>	
<p>The first double seat, aisle side, on the driver's (street) side of the van shall have an integrated child restraint seat capable of safely carrying children of 20 to 50 pounds.</p>	

<p>5) Cross view Mirrors To prevent obstructed front and right-hand view, a convex, asymmetric, exterior cross view mirror (8" minimum diameter) shall be provided on the left front corner of the van. Suggested sources: ROSCO Eye-max LP Hawk, Inc., Van Boy.</p>	
<p>6) Destination Signs LED: A solid state, LED destination sign shall be provided which meets ADA requirements (one front and one side sign). Signs shall be programmable using latest version of Microsoft Windows® based software. All hardware and/or software shall be provided with the first van purchased by each transit agency. Suggested sources: Transign LLC Destinator, TwinVision MobiLite.</p>	
<p>7) Donation Box a. A donation box (in lieu of the farebox) shall be mounted on an adequately braced stanchion; shall be located over a flat floor surface near the driver; and shall be accessible to passengers entering the van (meet ADA requirements). The lockable donation box shall be supplied with two keys (location shall be approved by the State at pilot model inspection). Suggested source: Diamond.</p>	
<p>8) Running Boards/Steps & Grab-handle a. The van shall be equipped with either dual driver's and passenger side step (suggested source: chassis OEM) or a 10" wide running board. The steps or running board shall be securely attached to the chassis and have the capacity to support 300 pounds. When available from OEM, a grab-handle shall be supplied on the outside driver's side.</p>	
<p>b. The van shall be equipped with a 10" wide heavy-duty step for the driver, co-pilot and passenger side sliding rear door. The step shall extend from the curb side front wheel well rearward 72" minimum. Step material shall be stainless steel or galvanized steel.</p>	
<p>9) Farebox a. The farebox (a donation box is optional) shall be mounted with the trip handle toward the driver and within easy reach of the driver. The farebox shall be mounted on an adequately braced stanchion; shall be located over a flat floor surface near the driver; and shall be accessible to passengers entering the van (meet ADA requirements). An indirect farebox light shall be connected through an entrance door jamb switch to the running light circuit operational only when door is opened.</p>	
<p>b. The farebox shall be lockable and supplied with two vaults that are interchangeable and lockable (2 keys for each lock). The vaults shall be keyed alike. The vault and farebox exteriors shall be marked with key reference. (Location shall be approved by the State at pilot model inspection.) Suggested source: Diamond Model NV</p>	
<p>10) Farebox Electrical Preparation Package Electrical connections and wiring only (no farebox) along with support stanchion shall be supplied to the area where the standard farebox would be mounted (location shall be approved by the State at pilot model inspection)</p>	
<p>11) Limited Slip Differential The limited slip differential powers both wheels yet freely permit wheel speed differentiation when required during turning using standard OEM equipment.</p>	

<p>12) Paint – Optional Designs</p> <p>a. The van shall be painted a full body OEM color, including the roof, other than OEM white, black or red.</p>	
<p>b. The van shall have a 6" painted stripe.</p>	
<p>c. The van shall have a 6", 10-year, reflective, vinyl belt stripe. An example would be: an OEM white van with a 6" vinyl belt stripe.</p>	
<p>13) Lifts (Platform) (Meet ADA Requirements)</p> <p>a. All lifts listed below shall meet all the lift requirements stated in section II. Van Specifications, subsection 25. Type I Lift.</p>	
<p>b. Type II; The Type II platform lift shall have a power operated outer barrier on the 34 inch usable width 800 pound capacity lift platform. Suggested sources: Braun, Ricon</p>	
<p>c. Folding Platform: The folding platform lift shall have a platform that folds in the center during stowage and the lift platform is 34" usable width and 50" usable length with 800 pound capacity. The folding platform lift provides an unobstructed view from inside the van through the lift opening. Suggested Sources: Ricon KlearVue model K-5005 ADA</p>	
<p>d. An alternate lift manufacturer shall be offered as an option for agencies.</p>	
<p>14) Wheelchair Securement Optional Systems</p> <p>a. The restraint system shall be a retractor style system and comply with ADA, SAE J-2249, and additionally the new 2016 WC 18 standard for WC-19 wheelchairs. This system shall be a single point securement system and meet the same requirements as listed in section II. Van Specifications, subsection B. Wheel Chair Securement Area, item 26. Single Point Securement System: A wheelchair single point securement system (in lieu of "L" track anchorage system) shall offer 360° directional usage "pucks" and shall be cast stainless steel with a 2½" bolt to be secured to the floor positions. Measurement of the securement locations shall be 54" from front plane to rear plane within the securement locations. The single point securement system shall meet the same requirements as listed in section II. Van Specifications, subsection B. Wheel Chair Securement Area, item 26. Center pucks between securement locations can share the same center of plane but the pucks shall not be shared from each securement locations. (i.e. separate single point securement systems for each wheelchair securement area). Pucks for each location, Location #1, Location #2 etc., shall be identified with color coded debris/bolt covers available from the securement supplier. Spacing of front securement pucks shall be no less than 30". Spacing of rear securement pucks shall be centered in the rear plane of securement area 13" to 15" apart. Each securement space shall have an additional anchorage puck as to aid in the securement of scooters or difficult mobility devices. This additional anchorage puck shall be centered between the rear anchorages. Suggested Sources: QRT 360 Q'Straint Slide N' Click, Sure-Lok, Titan 800 Slide N' Click, OMNI Slide N' Click Systems or equivalent.</p>	
<p>b. Additional Wheelchair Securement Positions: Ordering agencies shall have the ability to add additional wheelchair securement positions to the provided floor plans. The position shall match the same system as installed on the van (L-track or 360° single point securement) and shall meet requirements as stated section II. Van Specifications, subsection B. Wheel Chair Securement Area, item 14</p>	

<p>and section II. Van Specifications, subsection B. Wheel Chair Securement Area, item 26. Seating shall be added or deducted to accommodate the additional wheelchair systems and shall meet vehicle weight requirements.</p>	
<p>c. Recessed Wheelchair Securement Station: The system shall be a four-point, recessed wheelchair securement station composed of a securement platform and an integrated three-point retractable lap and shoulder occupant restraint with height adjuster. The securement station shall be interlocked and have an illuminated electrical control that shall lock or unlock the 5 perpendicular automatic retractors in the securement station with the push of a single button by the operator. The system shall auto lock after a two-minute period but allow the operator to lock and unlock manually with the illuminated control as needed. An independent electrical back up release system shall be available in the event of a loss of the vehicles main power. All securement hooks shall be bright yellow in color with 3/4 inch wide webbing that have hydrophobic properties. The system shall have underside body protection from the elements either with an OEM metal subfloor or aftermarket pan. An occupant restraint stowage clip, and male buckle, shall be supplied on the wall or seating to stow when not in use and or prepare the occupant restraint for use. System shall include a placard in the vehicle. Supply a five-year warranty. Written instructions along with online visual operation instructions for training. Suggested source: Q' STRAINT ONE System part #Q11-0000 (LH- street side) and/or part# Q11-0001 (RH- curb side) or approved equal.</p>	
<p>15) Two Way Radio Antenna/Power a. All material and labor required for a pre-installation package for two-way radio equipment shall be furnished by the manufacturer. All equipment and accessories installed as part of the vans shall have no measurable radio frequency (RF) interference. All equipment installed on the van must operate in its normal mode while radio transmissions are being made from an on-board transmitter producing 110 watts or more of transmit power while operating in the range of 43 Megahertz (Mhz) to 900 Mhz. <u>Proper RF suppression shall be provided by the manufacturer in any equipment and accessories that can produce interference to eliminate such interference.</u> The van shall be designed to provide no measurable radio interference (shielding) for improved radio emissions and reception performance.</p>	
<p>b. An antenna cable shall be installed from the antenna mounting plate locations (roof and above side window or in front cap) to the mounting location for the radio. When installed, the cable shall have no sharp or right-angle bends or be distorted.</p>	
<p>c. 12-Volt Power for the Two-Way Radio - The positive lead (red 8-gauge wire fused at 40 amperes) for the radio connection shall be provided directly from the battery positive post. The ground lead (black, 8 ga) shall be connected directly to the chassis frame with a bolt, external tooth lock washers, and nut for fastening. A 12-volt ignition feed shall also be provided. Proper suppression equipment shall be incorporated in the van's electrical system to eliminate interference with radio and television transmission and reception shall not cause interference with any electronic system on the van. The radio power and ground leads shall terminate directly behind the driver's seat with 12 feet of extra length extending into the van interior or as specified by Ordering Entity.</p>	

<p>d. The overhead front shelf area shall be used for radio mounting and shall be constructed to support 60 pounds of weight.</p>	
<p>16) Stereo/Radio and Public-Address System a. Option 1: An OEM AM/FM stereo radio system shall be installed in the dashboard area within reach of the driver. At a minimum, the stereo system shall have a 4 inch multi-function display along with controls for power, tuning, volume, and the ability to turn off sound to the rear most speakers. A total of six (6) speakers shall be installed in the van with two (2) speakers mounted in the front (audible to the driver and front passengers), two (2) speakers mounted midway on the sidewalls and two (2) speakers mounted in the rear doors of the van.</p>	
<p>b. Option 2: A public address (PA) system shall be installed in the dashboard or overhead tray area within reach of the driver and utilize a hand-held microphone. At a minimum, the PA system shall be equipped with controls for power and volume. A total of two (2) speakers shall be mounted with one in the front and one in the top rear wall of the van. Suggested sources: Custom Radio Corporation model PA6, Jensen, Mobile Page Model 470, REI</p>	
<p>c. System shall fade from front to rear and left to right for all systems.</p>	
<p>17) Entrance Stepwell Heater – Bi-fold entry door only a. The entrance stepwell shall include a 12-volt electric heating element/unit for the lower step to prevent icing of entrance steps. The low voltage step heater shall consist of one or more wire elements laminated and vulcanized between two plies of .026" silicone rubber impregnated fiberglass cloth to maintain an approximate temperature of 160° F with a low temperature (30°F) sensing switch (Warm Welcome® by Lighthouse International, Ltd.). The entire lower step heating unit with power wires shall be enclosed between the stepwell and the step tread (beneath the step tread) of the lower step. Lead wires shall be loomed, supported by brackets, and protected by grommets where they pass through structure. The heaters shall be controlled by a on/off switch (labeled and located in the driver's switch bank) with an indicator light showing when the unit is on or thermostatically controlled.</p>	
<p>b. An indicator pilot light shall be installed and operational when the heater is on mounted within sight of the driver.</p>	

<p>18) Bi-fold Entrance Door</p> <p>a. The van shall be equipped with heavy duty electrically operated passenger entrance door. The passenger entrance door shall be an anodized aluminum frame, split-type double leaf swing door. This door shall have a flexible soft rubber cushion on the meeting edge 1-½" in width, minimum. The door glass shall be see-through, AS-2 tint (70% luminous transmittance) safety glass. Under all operating conditions and van speeds, an airtight, watertight, and dust-proof seal shall be formed between the door and the stepwell, between the door and body opening, and between the door leaf sections. The door leading edge opening speed shall not exceed 18 inches per second and the closing speed shall not exceed 12 inches per second to provide a total door closing or opening in 2 to 4 seconds. The front passenger entrance door shall not extend below the step frame. The door shall be located completely within the envelope of the OEM sliding doorway and the van structural boron steel may not be cut. The doorway shall be surrounded with ABS or composite panels which do not discolor with age. The entrance door shall provide a 30" clear width opening, minimum. Where interior height is low at the entrance header, the header shall be padded to prevent injury to those exiting the van. Suggest Source: A&M Systems Inc .</p>	
<p>b. The passenger entry door shall be operable from the exterior via a weather sealed key pad located to the right of the doorway.</p>	
<p>c. Entry steps shall be coved, and an LED stepwell light included.</p>	
<p>d. Doorway shall not hinder operation of the side curtain airbag system.</p>	
<p>e. A method shall be provided to lock the van when the van is parked.</p>	
<p>19) Passenger Stepwell</p> <p>a. All entrance steps and stepwells shall be gauge number 14 (.075" thickness) stainless steel, minimum. Steps and stepwells shall have adequate structural bracing. All metal trim hardware in the stepwell area shall be stainless steel. All fasteners in the stepwell area shall be stainless steel that will pass the 480 hour ASTM B117 Salt Spray test and the 480 hour ASTM D2247 Humidity Resistance test. Ground to first step shall not exceed 12" in height, each additional vertical step shall not exceed 9½" and all tread depths shall be 9" minimum. All steps in the entrance stepwell shall be of the same width. Stepwells shall be covered with flooring material as described in section II. Van Specifications, subsection B., item 3 Flooring, subsection c. Step shall not retain water. Any interior stainless steel except for exposed door frames shall be brushed, not painted.</p>	
<p>b. The Contractor shall submit detailed engineering drawing(s) for the design of the entrance step configuration (see section V. Vendor/Manufacturer Requirements, subsection F. Bid Documents, item 5.)</p>	

<p>20) Handrails, Stanchions (Shall meet ADA regulations)</p> <p>a. The handrails and stanchions shall be a minimum of 1¼" outside diameter. All handrails and stanchions shall be positioned so as not to interfere with wheelchair movement and shall meet ADA requirements for position and size. All handrails and stanchions in the passenger entrance area shall be highly visible yellow in color. All other handrails and stanchions shall be brushed stainless steel. Mounting brackets and fittings shall be composed of the same kind of material used for the stanchion or handrail. Stanchion mounting rubber grommets shall be able to handle roof to floor flex without excessive damage or ejection.</p>	
<p>b. All handrail and stanchion mountings shall have reinforcement plates welded to or imbedded in the structure behind surface panels of sufficient size and strength. Final locations shall be determined at pilot model inspection. Self-tapping/threading screws shall NOT be used.</p>	
<p>c. Floor-to-ceiling stanchions or vertical stanchions that curve 90° into the van side (yellow) shall be provided near aisle on each side of front entrance.</p>	
<p>d. Left and right-side entrance handrails (yellow) shall be installed from low stepwell to floor-to-ceiling stanchions or vertical stanchions that curve 90° into the van side near aisle. Entrance handrails shall be positioned so passengers entering or exiting the van will have handrail support throughout the entering/exiting process and so that articles of clothing may not become entangled in the handrail-stanchion-guardrail assemblies.</p>	
<p>e. A guardrail (yellow) shall be provided in front of and at the rear of the front entrance steps, extending from the vertical stanchions to the right side of the van 30" plus or minus 2" above the floor. A modesty panel (padded both sides, vinyl clad) shall be provided to the left (rear side) of the entrance from guardrail to floor, non-lift and rear lift vans only.</p>	
<p>21) Seating (Additions and Deductions)</p> <p>a. The Ordering Entity shall have the ability to add or deduct seats from the provided floor plans.</p>	
<p>b. All additional transit style seats shall be of the same design and color as the other passenger seats, shall be equipped with passenger seat belts, and shall meet requirements stated in section II. Van Specifications, subsection 12. Driver's Seats, and subsection 15. Seat material.</p>	
<p>c. "Hands Free" foot activated seat base for use with Optional Adjustable Seating and Floor System. One required for each single cloth or vinyl seat. Includes Flip up seat bottom.</p>	
<p>22) Driver's Power Seat Base Provide a ten-way power seat base for standard cloth driver's seat that allows for fore and aft, up and down, front tilt and rear tilt for the driver. Suggested source: Chassis Original Equipment Manufacturer (OEM) Deluxe Power Seat Base.</p>	
<p>23) Alternative Engines Liquefied Petroleum Gas (LPG) or Compressed Natural Gas (CNG) The van shall accept liquefied petroleum gas (LPG) or compressed natural gas (CNG) application if required for fleet compliance by federal Environmental Protection Agency (EPA) alternate fuel application guidelines. The engine/chassis shall include a gaseous fuel preparation package and the cylinder heads shall have hardened valve seats. All LPG and CNG conversions shall have the largest capacity fuel tanks possible, be bi-fuel systems, and maintain all OEM powertrain warranties.</p>	

<p>24) Battery Electric Propulsion At a minimum, van shall be equipped with chassis manufacturer supplied and installed electric propulsion using a rear axle mounted drive motor and a 198-kilowatt battery. Battery and electric driveline shall have an eight year/100,000-mile warranty.</p>	
<p>25) Back-up Sensor System An OEM rear back-up sensor system shall be installed with a minimum of four water-resistant and corrosion resistant sensors flush-mounted to the rear bumper (painted to match the bumper). The system shall automatically engage when the vehicle is in reverse and warn of objects and/or people up to a distance of seven feet (minimum). The system shall utilize an LED monitor, mounted within view of the driver. The system shall also emit a pulsating alarm or beep that is audible to the driver as the vehicle approaches the object(s) and then the system shall emit a steady alarm within at a minimum of 1.5 feet from the object(s). Suggested Sources: OEM</p>	
<p>26) Video Surveillance System a. The onboard digital video surveillance system shall include a six channel (minimum) mobile rated digital video recorder (DVR) that can be configured for a one to four camera system. The on-board DVR System shall include a lockable/removable 1 terabyte (minimum) hard disk drive caddy. USB data ports, analog audio/video RCA out terminals, a 10/100base-T Ethernet port, two analog audio/video (RCA) outputs, eight vehicle sensor inputs, a GPS input and one accelerometer input. The DVR shall begin recording at the start of the “engine run” switch of the vehicle or be programmable to begin recording at a specified time prior to “engine run” switch being activated. The DVR can remain functional up to 99 minutes after the ignition has been turned off and shall record continuously without operator assistance. The DVR shall be able to retrieve video by alarm, calendar-based date, time and camera search functions. The DVR shall be capable of a display resolution of 720 x 480. The DVR shall be constructed with a rugged outer housing that protects against shock, moisture and dust. System shall perform to standards in various temperature extremes of a range between -20°F to 95°F.</p>	
<p>b. An accelerometer shall document hard breaking and other erratic driving events. A panic button or event marker shall also be installed within reach and view of the driver.</p>	
<p>c. Sensors shall record van signals including turn, hazards lights, and lift operations at a minimum.</p>	
<p>d. A GPS receiver shall continuously monitor van location, heading, and speed, as well as configurable and automatic time and date synchronization. The GPS antenna shall be roof mounted or as specified by Ordering Entity.</p>	
<p>e. Microsoft® Windows compliant viewing software shall be included with the first van delivered to the agency. Software shall be able to view and search video from the hard drive, display a GPS map, graph speed, and save the videos.</p>	
<p>f. Interior and exterior cameras shall be color, infrared and shall supply an image that is clear and stable, free from vibration. Images shall be able to be used to positively identify a passenger riding in a vehicle. The interior cameras shall also have a high sensitivity microphone. Ordering agencies shall have the flexibility to position cameras. Below is a list of interior locations and optional cameras:</p>	

<ul style="list-style-type: none"> i Two Camera System: A two camera system shall be provided capturing the driver, passengers, stepwell, and farebox/donation box at a minimum. ii Four Camera System: The four-camera system shall include the camera locations listed in option one and include a camera capturing wheelchair lift and a rear passenger at a minimum. iii Six Camera System: A six camera system shall include an eight channel (minimum) DVR and a one terabyte minimum hard drive. Camera locations shall be same the two and four camera system with the addition of another interior camera (located at the requested of the ordering agency) and an exterior camera facing forward capturing the passenger door. iv Additional Interior Cameras: Ordering agencies shall have the ability to order additional cameras and select a location at time of order. Additional cameras shall include all additional wiring and mounting hardware. v Exterior Cameras: Ordering agencies shall have the ability to order exterior cameras and select a location at time of order. Additional cameras shall include all additional wiring and mounting hardware. vi DVR system upgrade shall provide an option to upgrade the DVR system to an eight channel one terabyte hard drive minimum. vii Back-up monitor system shall include active monitor in driver's station for programing and shall be operational when vehicle is in reverse. viii <u>Correct time and date shall be programmed in system upon delivery.</u> <p>Suggested sources: Radio Engineering Incorporated (REI), SafetyVision, AngelTrax, SafeFleet-Seon.</p>	
<p>27) Video Surveillance Preparation Package</p> <ul style="list-style-type: none"> a. 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. 	
<ul style="list-style-type: none"> b. Vendor shall supply all materials. 	
<p>28) Bike Rack</p> <p>Rack 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</p>	
<p>29) Rear HVAC without Rear OEM Heat and A/C</p> <ul style="list-style-type: none"> a. The upgraded A/C system shall be of suitable capacity to exceed performance of the OEM system while not exceeding Ford recommendations for cooling capacity of the Rear system. The A/C system will be Rear driver's side mounted in the OEM Evaporator location. The system shall be designed to provide passenger comfort by cooling, dehumidifying, and filtering with air which is circulated within the vehicle interior. The system shall be 12 volt and shall 	

<p>utilize 134a Refrigerant. The system shall be of sufficient capacity to maintain the interior temperature requirements required for the multi passenger vehicle during summer operation.</p> <p>b. The Evaporator assembly shall be of suitable construction to withstand the rigorous daily usage it will be subjected to, it shall have a steel outer housing and be constructed of a serviceable design for motor and coil replacement when needed. The Evaporator shall be designed with condensation management system that shall adequately remove condensation from the interior cabin with no moisture being emitted through the vents. The Evaporator housing will have a durable Galvanized or Gavaneel coating to prevent corrosion. The Evaporator shall incorporate (1) High volume 600 CFM blower motor with a minimum three speed continuous duty permanent magnet and utilize a resistor to limit speed and amperage requirements to distribute conditioned air throughout the passenger cabin. The evaporator coil shall be of plate fin design with a block expansion valve that utilizes O-ring connections. The heater coil shall be aluminum tank design.</p> <p>c. Any A/C connection that passes through a body panel shall be weather sealed to prevent any moisture integration into the interior.</p>	
<p>30) Cruise Control a. OEM chassis cruise control shall be provided if available</p>	
<p>31) Overhead Compartment a. A shelf area above the driver's compartment shall be used for two way radio installation and other storage. The shelf shall have a 60-pound capacity minimum and colored to match interior.</p>	
<p>V. VENDOR/MANUFACTURER REQUIREMENTS</p>	
<p>A. Van information in this section shall be submitted and reviewed at the pre-pilot model review meeting, at final pilot model production. Van information identified by "*" shall also be supplied with each van at delivery where indicated. All manuals shall be provided in an electronic copy (CD, DVD, or USB flash drive). The Contractor/manufacturer shall maintain record or proof that all van information was supplied to the transit agency.</p>	
<p>1) Copy of manufacturer's statement of origin for a van.</p>	
<p>2) * Warranty papers for chassis, and additional equipment with each van at delivery.</p>	
<p>3) * Van operating instructions showing controls and operation for the first van delivered to each transit agency and also in an electronic copy (CD, DVD, or USB flash drive).</p>	
<p>4) * Standard manufacturer's production option sheet(s)/decal(s) for van shall be installed in manufacturer's standard location, with no holes or rivets obscuring writing and numbers. Sheet shall include rear axle ratio. A paper copy of the service broadcast sheet for chassis shall also be provided with each van.</p>	
<p>5) * Maintenance and inspection schedule incorporating the required maintenance and inspection of the basic van and its subsystems (i.e., wheelchair lift) with each van at delivery.</p>	
<p>6) * Proof of van suspension alignment (work order or bill) at final van inspection and with each van. Four-wheel</p>	

<p>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. Adjustments made only when necessary. <u>Annual calibration certification of alignment machine shall be supplied.</u></p>	
<p>7) * Proof of undercoating (warranty) at final van inspection and with each van.</p>	
<p>8) * Front end and rear towing and lifting instructions with each van.</p>	
<p>9) * Wheelchair securement product instructions and training program.</p>	
<p>B. MANUFACTURER QUALITY CONTROL</p>	
<p>1) Van contractor/manufacturer shall provide a plan for quality control during van construction and include the plan as part of the bid documents. Van contractor/manufacturer shall also provide the name of the chief of quality control for van construction.</p>	
<p>2) 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 vans. 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 van that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit van is manufactured in accordance with these controlled drawings and documentation.</p>	
<p>3) 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 vans shall be provided by the quality assurance organization. It shall measure the overall quality of each completed van. A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed transit vans. 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</p>	

<p>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, van prior to final paint touch-up, van prior to road test, van final road completion and presentation to resident inspectors. Tests shall be performed by the van manufacturer to ensure that the unit is dustproof, water-tight, fumeproof, and that all van fluids are per specifications. The quality assurance organization shall be responsible for presenting the completed van 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 van design.</p>	
<p>4) 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 vans 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.</p>	
<p>C. PURCHASER INSPECTION</p>	
<p>1) 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.</p>	
<p>D. WARRANTY</p>	
<p>1) Warranty shall become effective on the date the van 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 van shall be the following as a minimum:</p>	
<p>2) Three (3) years or OEM on chassis.</p>	
<p>3) Five (5) years or OEM on engine and transmission.</p>	
<p>4) Three (3) years on van structure, exterior, undercoating, rustproofing, and paint.</p>	

5) Eighteen (18) months on lift.	
6) All wiring shall be warranted for one 1 year from date van is put into service.	
7) Manufacturer's standard warranty or one (1) year, whichever is greater, on other add-on components and items.	
8) The chassis, and all add-on components shall be warranted by the successful contractor.	
E. MISCELLANEOUS	
1) The Contractor shall furnish the State with the delivery schedule of chassis to the Contractor and a delivery date of completed vans within 30 calendar days from date of order.	
2) Any in-line equipment changes shall have prior written approval of the State.	
3) The Contractor shall supply the van turning radius: wheel-to-wheel and wall-to-wall.	
4) The Contractor shall furnish warranty procedure instructions and necessary forms used by customers to obtain necessary warranty repairs.	
5) The manufacturer(s) shall produce as the pilot model the first van ordered by the State for its transit agencies. The van 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 Exhibit 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.	
F. BID DOCUMENTS	
1) <u>The bidder shall supply the following with the bid quotation and class of van (if applicable). Failure to submit could result in a bid disqualification:</u>	
2) The Michigan request for proposal (RFP) and van specification forms completed in detail per: the table on page 2 of "Solicitation Instructions and Vendor Questions Worksheet", all items designated as "to be completed by bidders" in the far-right column.	
3) Van floor plans to indicate dimensions and showing the interior layout of the van. The plan shall include wheelchair placement, stanchion locations, engineering calculated loaded van axle weights, and be drawn to scale for all configurations.	
4) Detailed engineering drawing for the design of the entrance door and door-opening device.	
5) Detailed engineering drawing for the design of the entrance step configuration.	
6) Manufacturer's chassis description (specifications).	
7) 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.	

8) Wheelchair securement crash test certificate.	
9) The warranties for chassis, and drive train.	
10) 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 van's compliance with relevant Federal Motor Vehicle Safety Standards (pre-award)	
11) Completed Exhibit C - Federal Transit Administration (FTA) clauses shall be attached to bid quotation.	
12) Buy America analysis of manufacturer's list of component and subcomponent parts (pre-award).	
13) The technical data sheet including flammability and smoke emissions for the seat covering material supplied.	
14) Seat frame Salt Spray, humidity and impact resistance tests' results	
15) 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 van model being offered in this bid.	
16) Technical data sheet for the seat cushion foam supplied.	
17) Certification that the wiring and the switches for air conditioning and all add-on components are adequate to withstand transient loads expected.	
18) Proof of valid motor vehicle dealer licensing from state, county, or municipality.	
19) A copy of the dealer agreement between the Van Manufacturer and the designated bidder.	
20) Certification that the van model offered are Class I – IV 4 year/100,000 mile vans and will meet the requirements of Federal Register Rules and Regulations 49 CFR Part 665, Van Testing Program. Stating from § 665.13 Test Report and Manufacturer Certification, Section (b)(1), "A manufacturer of a new van model or a van produced with a major change in component or configuration shall provide a copy of the test report to a recipient during the point in the procurement process specified by the recipient".	
21) Certification for 480-hour salt spray test per ASTM procedure B-117.	
22) 480-hour ASTM D2247 Humidity Resistance test.	
23) Exhibit G - Affidavit for Driver Delivery	

TABLE 1

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

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

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

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

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

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

7. Carpeting should be tested in according with ASTM E-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 $I_s = F_s \times Q$.

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

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

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

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

Referenced Fire Standards

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

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

Availability from: General Services Administration Specifications Division,

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

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

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

(3) American Society for Testing Materials (ASTM)

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

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

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

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

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

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

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

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

Issued: October 14, 1993.

Grace Crumican,

Deputy Administrator.

[FR Doc. 93-25709 Filed 10-19-93; 8:45 am]

BILLING CODE 4810-57-P

IX. TABLE 1

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

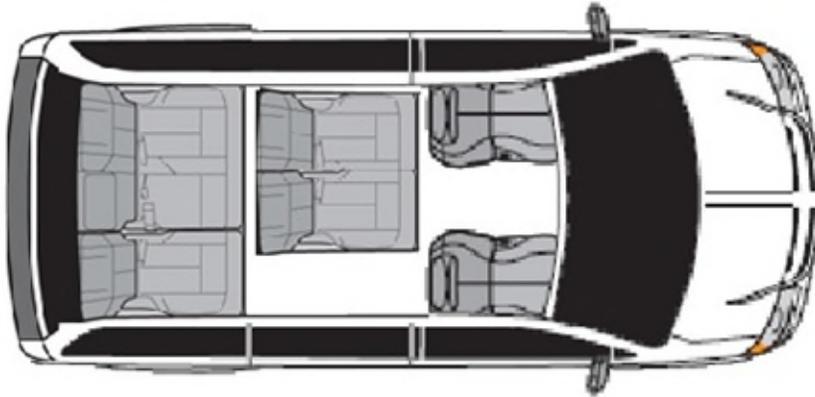
Category	Function of Material	Test Procedure	Performance Criteria
Seating	Cushion ^{1,2,3,5,9*}	ASTM D-3675	$I_s \leq 25$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Frame ^{1,5,8}	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Shroud ^{1,5}	ASTM E-162	$I_s \leq 35$
		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

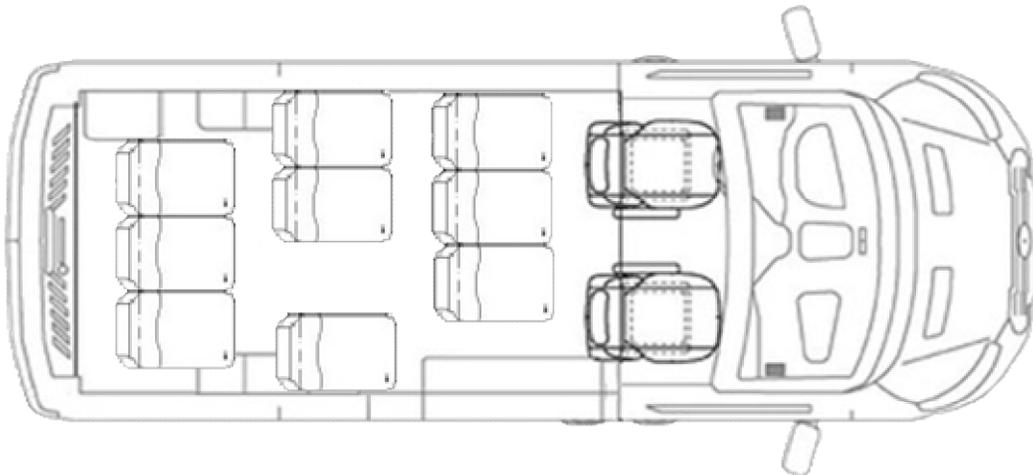
APPENDIX A - Standard Van Seating Charts

All examples are for base vans only. Varying seating arrangements can be selected by substituting seats, bus style doors, wheelchair securement positions, and lifts etc....from the options on the order forms.

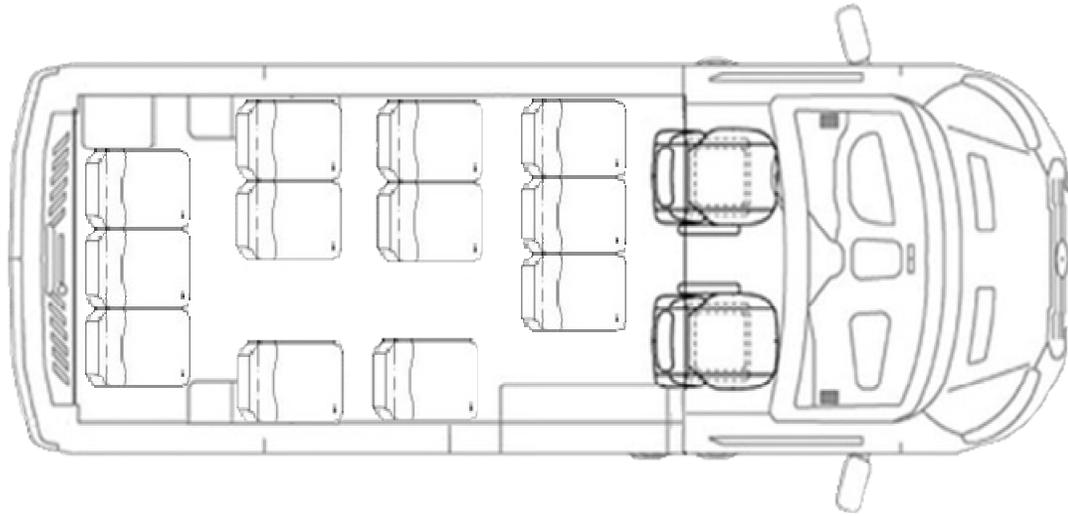
Class I – 104” – 120” Wheelbase, Six Passenger w/Driver



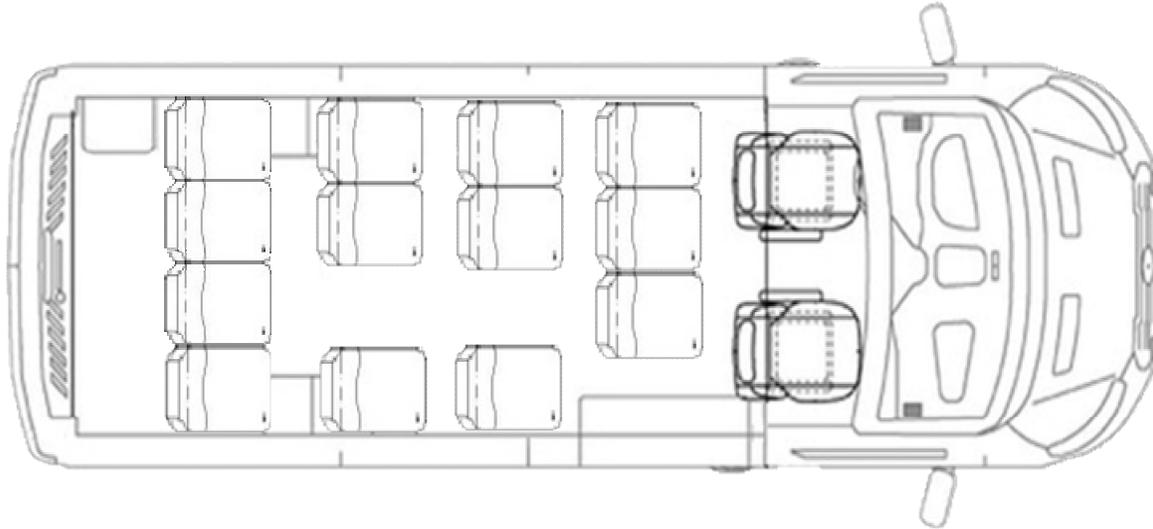
Class II – 130” Wheelbase, Ten Passenger w/Driver



Class III – 148” Wheelbase, Single Rear Wheels, Thirteen Passenger w/Driver



Class IV – 148” Wheelbase, Dual Rear Wheels, Fourteen Passenger w/Driver



All examples are for base vans only. Varying seating arrangements can be selected by substituting seats, bus style doors, wheelchair securement positions, and lifts etc....from the options on the order forms.

**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.

Schedule F – 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

Date

Title

Contractor

Enter company name here.

STATE OF MICHIGAN

Request for Proposal No. 230000000230

Full-size Van Non-Lift and Lift Transit Buses

SCHEDULE G EQUIPMENT CHECKLIST

I		BODY SPECIFICATIONS			
		Item	Product Name and Model	Size, Material, and/or Type	
A.		General design and construction			
B.		Interior – Color			
C.		Flooring			
D.		Gauges			
E.		Fare box			
F.		Bumpers			
G.		Mud Flaps and Splash Guards			
H.		Towing			
I.	1.	Undercoating			
	2.	Rustproofing			
J.	1.	Interior mirrors			
	2.	Sun visors			
K.		Exterior Mirrors			
L.	1.	Seats – Driver			
	2.	Seats – Passenger			
	3.	Seats – Fold-up			
	4.	Seats – Flip-up			
M.		Interior lighting – LED			
N.		Exterior lighting - LED			
O.	1.	Heating / ventilating – Front System			
	2.	Heating / ventilating – Rear System			
P.		Windows			
Q.		Paint			
R.		Lift (platform type)			
S.		Type II Lift 800#			
T.		Folding Platform Lift 800#			
U.		Alternate Lift Manufacturer			

II		WHEELCHAIR SECUREMENT AREA			
		Item	Product Name and Model	Size, Material, and/or Type	
A.		Wheelchair securement			
B.		Wheelchair restraints			
C.		Recessed Wheelchair Securement System			
D.		Restraint storage system			

III		CHASSIS SPECIFICATIONS				
		Item	Class I Product Name/Model, Size, Material and/or Type	Class II Product Name/Model, Size, Material and/or Type	Class III Product Name/Model, Size, Material and/or Type	Class IV Product Name/Model, Size, Material and/or Type
A.		Chassis				
B.		Tilt Wheel/Power Steering				
C.		Wheelbase(s)				

Enter company name here.

D.		Engine - Gas				
E.		Transmission				
F.		Alignment				
G.	1.	Gross Vehicle Weight Rating (GVWR)				
	2.	Front axle rating				
	3.	Rear axle rating				
H.		Differential				
I.		Battery				
J.		Battery Cables and Grounds				
K.		Alternator				
L.		Engine Fast Idle				
M.		Brakes				
N.		Fuel tank capacity				
O.		Hazard flashers				
P.		Shock absorbers				
Q.	1.	Suspension - Front				
	2.	Suspension - Rear				
R.		Stabilizer				
S.		Wheels				
T.		Tires				
U.		Spare Tire – Steer Axle				
V.		Spare Tire – Drive Axle				
W.		Drive shaft				
X.		Wipers / Horn				
Y.		Radiator and cooling system				
Z.		Fluids				
AA.		Engine Cover/Trim				
BB.		Exhaust system				

IV		OTHER ITEMS			
		Item	Product Name and Model	Size, Material, and/or Type	
A.	1.	Safety – Fire extinguisher			
	2.	Safety – Reflective triangles			
	3.	Safety – Reverse alarm			
	4.	Safety-Rear door alarm			
	5.	Safety- Exterior height (clearance) decal			
	6.	Safety-Lift interlock system			
	7.	Safety-Warning/engine shutdown system (if equipped)			
	8.	Safety-Headlight control			
	9.	Lift circuit breaker			
	10.	12-volt power point			
	11.	Wire coding and harnesses			
	12.	Electrical panel			
	13.	Wiring support			
	14.	Wiring grounds and capacity			
	15.	Constant run solenoid			
	16.	Circuit capacity & function			
	17.	Wiring protection			
	18.	Wiring routing			
	19.	Wiring connections			

Enter company name here.

V		EQUIPMENT OPTIONS		
A.		Alternate Adjustable Seating and Floor System		
B.		Alternate Lift with Power Sliding Side Door		
C.		Power Sliding Side Cargo Door		
D.		Emergency Roof Exit		
E.		Emergency Egress Window Option with Privacy Tinted Windows		
F.		Cross View Mirror		
G.		Destination Sign - LED		
H.		Handrails, stanchions		
I.		Donation box (in lieu of standard farebox – deduct)		
J.		Running Boards		
K.		Farebox		
L.		Farebox Electrical Prep Only (less standard farebox-deduct)		
M.		Limited Slip Differential		
N.	1.	Paint - Different Full body		
	2.	Reflective 6” Vinyl Belt Stripe		
O.	1.	Lift – Type II – 800# Capacity, Powered outer barrier (in lieu of standard lift)		
	2.	Lift - Folding Platform 800# Capacity (in lieu of standard lift)		
	3.	Alternate Standard Lift Manufacturer		
P.	1.	Wheelchair Single Point Securement System (in lieu of one standard L-Track position)		
	2.	Additional Wheelchair Position – L Track System		
	3.	Additional Wheelchair Position – Single Point System		
Q.		Two-way radio prep package		
R.	1.	Radio - AM/FM stereo system w/ six speakers		
	2.	Public Address System Only w/ two speakers		
S.		Entrance Stepwell Heater (Bi-fold Entrance Door Only)		
T.		Bi-fold Entrance Door		
U.		Handrails & Stanchions		
V.	1.	Seats – Rear Five Place Passenger		
W.	2.	Seats - Forward Facing Standard Double Seat		
	3.	Seats – Forward Facing Double Fold-A-Way		
	4.	Seats – Double Flip-Up		
	5.	Seats- Double w/Single Integrated Child Seat (ICS)		
	6.	Seats- Double w/Double Integrated Child Seat (ICS)		
X.		Driver’s Power Seat Base (Class One)		
Y.	1.	Alt Engine – Propane		
	2.	Alt Engine – CNG		
	3.	Alt Engine – Diesel		
	4.	Battery Electric Propulsion		
Z.		Back-Up Sensor System		
AA.	1.	Video Surveillance – Two Camera System		
	2.	Video Surveillance - Four Camera System		
	3.	Video Surveillance - Six Camera System		
	4.	Video Surveillance - DVR System Upgrade		
	5.	Video Surveillance – Extra Interior Cameras		
	6.	Video Surveillance – Extra Exterior Cameras		
	7.	Video Surveillance Preparation Package		
BB.		Bike Rack		
CC.		Rear HVAC without Rear OEM Heat and A/C		

Enter company name here.

DD.		Cruise Control		
EE.		Overhead Compartment		
VI	EXCEPTIONS - List all exceptions in the space below:			
VII	BIDDER COMMENTS			

Enter company name here

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and [Insert Company Name] (“**Contractor**”), a [Insert State & Entity Status, e.g., a Michigan corporation or a Texas limited liability company]. This Contract is effective on March 17, 2023 (“**Effective Date**”), and unless terminated, will expire on March 16, 2025 (the “**Term**”).

This Contract may be renewed for up to 2 one-year periods. 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 (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. 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 unless otherwise specified in a Statement of Work.

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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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:
See Contract Administrator information shown below.	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized 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 300-320 South Walnut Street, Elliot Larsen Building, 2 nd Floor Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

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	[Name] [Street Address] [City, State, Zip] [Email] [Phone]

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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.**
See Schedule C.

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of **.75%** 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, 30 days after the effective date of this contract, other States (including governmental subdivisions and authorized entities) are permitted to separately contract with the Contractor for the purchase of vans 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. Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will

be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

- 11. 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.
- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. 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 a Statement of Work, 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.
- 14. 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.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.

- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. 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 a Statement of Work. 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 24, 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.

- 18. 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 a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 19. 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.

20. Warranty Period. The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. 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.

21. Invoices and 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 provided as specified in a Statement of Work. 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. Notwithstanding the foregoing, all fees 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.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S.

and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 23. 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.
- 24. Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.
- (b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) 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 25, 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. 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.

- 25. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no 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. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, 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 to the extent the funds are available.
- 26. 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) 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 (d) 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.
- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.

28. 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

29. 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.

30. 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.

- 31. 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 32. 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 or commercial purposes.
- 33. Reserved.**
- 34. Reserved.**
- 35. Reserved.**
- 36. Reserved.**
- 37. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, 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 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 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.

- 38. Representations and Warranties.** 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 24, Termination for Cause.
- 39. 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.
- 40. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 41. Reserved.**
- 42. Reserved.**
- 43. 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.

- 44. 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.
- 45. 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 the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 46. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 47. 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.
- 48. 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.

- 49. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 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:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements
Schedule D	Specifications
Schedule E	Federal Clauses
Schedule F	Affidavit for Driver Delivery
Schedule G	Equipment Checklist

- 51. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, 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 Statement of Work; (b) second, 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, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, 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.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 55. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

FEDERAL PROVISIONS ADDENDUM

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

1. Equal Employment Opportunity

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

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

representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

2. Davis-Bacon Act (Prevailing Wage)

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

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

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

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

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

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

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- d. Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

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

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

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

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency

Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

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

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

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

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

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

10. Additional FEMA Contract Provisions.

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

1. **Access to Records.** The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
 - c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

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

2. Changes.

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

3. DHS Seal Logo and Flags.

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

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

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

5. No Obligation by Federal Government.

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

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

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

EXHIBIT 1

BYRD ANTI-LOBBYING CERTIFICATION

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **enter contractor name here**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**Michigan Department of Transportation
Office of Passenger Transportation
PRE-AWARD AUDITS
ATTACHMENT A-2
CHECKLIST**

Contract #		Vehicle Description	
Dealer		Manufacturer	
Contract Term		Contract Admin. (MDOT or Agency)	

Pre-Award Audit

	Item	Completion Date	Initials
1	Analysis of Manufacturer's list of component and subcomponent parts.		
2	Buy America Certification		
3	Bid Specification Certification of manufacturer's capability to produce vehicle as bid and that the vehicle proposed is same as the vehicle in the specifications.		
4	Federal Motor Vehicle Safety Standard's certification or its inapplicability.		

To be completed by Transit Agency during Local Purchase

**Michigan Department of Transportation
Office of Passenger Transportation
PRE-AWARD AUDITS
ATTACHMENT A-3
BUY AMERICA CERTIFICATION
Pre-Award**

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) is satisfied that the vehicles to be purchased, _____ (the number and description of vehicles) from _____ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient , or its appointed auditor _____ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the vehicles identified by the manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the vehicles, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Print Name	
Recipient Authorized Signature	
Position Title	
Date	

To be completed by Transit Agency during Local Purchase



Contract:	MDOT 2023
Agency:	MDOT 2023
VIN:	1FDVX2X81NKA22075
Date:	1/2/2023

**BUY AMERICA DOMESTIC Certification Statement
Certificate Of Compliance With Section 165(b)(3)**

MobilityTRANS hereby certifies that it complies with the requirements of section 165(b)(3), of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11

Final assembly of completed vehicles is done at 16233 inkster Rd, Livonia, MI 48150

Component/Manufacturer

<u>Component/Manufacturer</u>		Manufacturing Location	Domestic Content %
Chassis	Ford Motor Company	U.S.	89.58%
75.93% U.S. Content			
Rear Passenger Seating	Feedman Seating	U.S.	8.18%
Greater Than 98%			
Misc		Unaccounted	0.00%
Domestic Content Not Evaluated			
		Net Domestic Content %	97.76%

Sam Brown



Contract:	MDOT 2023
Agency:	MDOT 2023
VIN:	1FDVX2Y81NKA22075
Date:	1/2/2023

**BUY AMERICA DOMESTIC Certification Statement
Certificate Of Compliance With Section 165(b)(3)**

MobilityTRANS hereby certifies that it complies with the requirements of section 165(b)(3), of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11

Final assembly of completed vehicles is done at 16233 inkster Rd, Livonia, MI 48150

Component/Manufacturer

<u>Component/Manufacturer</u>		Manufacturing Location	Domestic Content %
Chassis	Ford Motor Company	U.S.	89.10%
75.93% U.S. Content			
Rear Passenger Seating	Feedman Seating	U.S.	8.56%
Greater Than 98%			
Misc		Unaccounted	0.00%
Domestic Content Not Evaluated			
		Net Domestic Content %	97.66%

Sam Brown



Contract:	MDOT 2023
Agency:	MDOT 2023
VIN:	1FDVX2C81NKA22075
Date:	1/2/2023

**BUY AMERICA DOMESTIC Certification Statement
Certificate Of Compliance With Section 165(b)(3)**

MobilityTRANS hereby certifies that it complies with the requirements of section 165(b)(3), of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11

Final assembly of completed vehicles is done at 16233 inkster Rd, Livonia, MI 48150

Component/Manufacturer

<u>Component/Manufacturer</u>		Manufacturing Location	Domestic Content %
Chassis	Ford Motor Company	U.S.	89.32%
75.93% U.S. Content			
Rear Passenger Seating	Feedman Seating	U.S.	8.38%
Greater Than 98%			
Misc		Unaccounted	0.00%
Domestic Content Not Evaluated			
		Net Domestic Content %	97.71%

Sam Brown



Contract:	MDOT 2023
Agency:	MDOT 2023
VIN:	1FDVU4X81NKA22075
Date:	1/2/2023

**BUY AMERICA DOMESTIC Certification Statement
Certificate Of Compliance With Section 165(b)(3)**

MobilityTRANS hereby certifies that it complies with the requirements of section 165(b)(3), of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11

Final assembly of completed vehicles is done at 16233 inkster Rd, Livonia, MI 48150

Component/Manufacturer

<u>Component/Manufacturer</u>		Manufacturing Location	Domestic Content %
Chassis	Ford Motor Company	U.S.	88.09%
75.93% U.S. Content			
Rear Passenger Seating	Feedman Seating	U.S.	8.46%
Greater Than 98%			
Misc		Unaccounted	0.00%
Domestic Content Not Evaluated			
		Net Domestic Content %	96.55%

Sam Brown

**Michigan Department of Transportation
Office of Passenger Transportation
PRE-AWARD AUDITS
ATTACHMENT A-6
BID SPECIFICATION AUDIT CERTIFICATION
Pre-Award**

I have reviewed the information provided to me by the manufacturer concerning the vehicles to be purchased. I certify that the vehicles proposed to be delivered under this contract are the same vehicles described in the bid specifications used for this solicitation.

In addition, I have also received information that assures me that the manufacturer has the capability to produce the specified product.

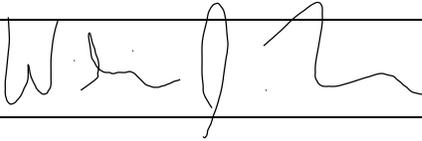
Vehicle Description	
Dealer	
Manufacturer	
Recipient Contact Name	
Position Title	
Recipient Authorized Signature	
Date	

To be completed by Transit Agency during Local Purchase

**Michigan Department of Transportation
Office of Passenger Transportation
PRE-AWARD AUDITS**

**ATTACHMENT A-7
FMVSS COMPLIANCE CERTIFICATION
Pre-award**

As required by Title 49 of the CFR, Part 663 – Subpart D,
 _____ (the recipient) certifies that it received, at pre-award
 stage, a copy of _____’s (the manufacturer) self-certification
 information stating the the vehicles,
 _____, (number and description of
 vehicles) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the
 National Highway Traffic Safety Administration in Title 49 of the CFR, Part 571.

Print Name	
Recipient Authorized Signature	
Position Title	
Date	

To be completed by Transit Agency during Local Purchase

**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 <i>Brian Beebe</i>	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 <i>Brian Beebe</i>	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.

 (Name of Contract Vendor)
 hereby certifies that the manufacturer of the transit 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	<i>Brian Beebe</i>	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 <i>Brian Beebe</i>		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 <i>Brian Beebe</i>		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.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management & Budget
525 W. Allegan Street Lansing, MI 48933
P.O. Box 30026 Lansing, MI 48909

Recommendation of Award

The Department of Technology, Management, & Budget's Procurement office has completed the evaluation of RFP # 230000000230, Full -size Vans with or without Lift, and has recommended an award to Hoekstra Transportation, pending State Administrative Board approval, if applicable. More information on the State Administrative Board can be found at: [State Administrative Board](#).

Bidders who were not recommended for the award are encouraged to schedule a debriefing session with the Solicitation Manager. The debriefing session will provide the bidder with the State's rationale on why the bidder was not recommended for the award. The Solicitation Manager may be contacted as follows:

Yvon Dufour, Solicitation Manager
dufoury@michigan.gov
(517) 249-0455

Background Information:

This Request for Proposal (RFP) was to solicit responses for selection of a Contractor(s) to provide Full-size Vans with or without Lifts for local transit agencies. The term of this contract is two (2) years, with up to two (2), one (1) year renewal options.

Bidders:

The RFP was posted on www.michigan.gov/SIGMAVSS on 11/17/2022 for thirty-four (50) days. The following bidders submitted proposals by the published due date of 1/6/2023.

Bidder	Address City, State Zip	SDVOB*
Transportation Equipment Sales Corp. (TESCO)	Oregon, OH 43618	No
Hoekstra Transportation Inc.	Grand Rapids, MI 49548	No
Feldman Ford LLC	Detroit, MI 48210	No

*SDVOB: Service-Disabled Veteran Owned Business

Evaluation Synopsis

I. Evaluation Process

A Responsible Vendor is a vendor that demonstrates it has the ability to successfully perform the duties identified by the solicitation. A Responsive proposal is one that is submitted in accordance with the solicitation instructions and meets all mandatory requirements identified in the solicitation.

Solicitation Instructions and Vendor Questions, Section 7, Mandatory Minimum Requirements.

7. MANDATORY MINIMUM REQUIREMENTS.

	Required Documents
A	Signed Agreement with Federal Transit Administration (FTA) Clauses (Schedule E)
B	Current Valid Motor Vehicle Dealer License
C	Completed Affidavit for Driver Delivery (Schedule F)

Only proposals meeting the mandatory minimum requirements will be considered for evaluation.

8. EVALUATION PROCESS. The State will evaluate each proposal based on the following factors:

	Technical Evaluation Criteria	Weight
1.	Specifications – Schedule D – Full-size Vans with or without Lift Specifications, and Schedule A – Statement of Work sections 1.1 and 1.1.1	50
2.	Company & Prior Experience and Key Personnel – Vendor Questions Worksheet , Section 2, 4, 5, 6, 7, 8, 9 & 10 and Schedule A , all of Section 3	20
3.	Warranty – Schedule A , Sections 1.2	10
4.	Service – Schedule A , Sections 2.3 to 2.6	5
5.	Delivery – Schedule A , Sections 2.1, 2.2, 6.1, and 6.2	5
6.	Acceptance, Inspection and Testing– Schedule A , all of section 7.	10
	Total	100

Proposals receiving 80 or more technical evaluation points will have pricing evaluated and considered for award.

The State may utilize all bidder information, without regard to a proposal's technical score, to determine fair market value for goods or services sought. The State is not obligated to accept the lowest price proposal. If applicable, the State's evaluation will include consideration of a bidder's qualified disabled veterans/service-disabled veteran owned business(QDV/SDVOB) status under MCL 18.1261(8). Additional information on the SDVOB preference is available at: Michigan.gov/SDVOB.

The State strongly encourages strict adherence to the Contract Terms. The State reserves the right to deem a bid non-responsive for failure to accept the Contract Terms. Nevertheless, the bidder may submit proposed changes to the Contract Terms in track changes (i.e., visible edits) with an explanation of the bidder's need for each proposed change. Failure to include track changes with an explanation of the bidder's need for the proposed change constitutes the bidder's

acceptance of the Contract Terms. General statements, such as that the bidder reserves the right to negotiate the terms and conditions, may be considered non-responsive. Failure to respond timely to requests for proposed changes to Contract Terms during ongoing negotiations may be cause for disqualification.

The State may but is not required to conduct an on-site visit to tour and inspect the bidder’s facilities; require an oral presentation of the bidder's proposal; conduct interviews, research, reference checks, and background checks; and request additional price concessions at any point during the evaluation process.

II. Evaluation Method

Responses to this solicitation were reviewed by the *Solicitation Manager in collaboration with Subject Matter Experts*, which consisted of the following individuals: Yvon Dufour – Solicitation Manager, Jeff Turner – MDOT Vehicle Analyst, and **Rob Pearson – MDOT Supervisor**.

III. Evaluation Results

Step 1 - Mandatory Minimums

Bidder	Meets	Deficiency
Transportation Equipment Sales Corp. (TESCO)	YES	NA
Hoekstra Transportation Inc.	YES	NA
Feldman Ford, LLC	NO	Vendor did not submit a completed “Signed Agreement with Federal Transit Administration (FTA) Clauses (Schedule E)”.

Step 2 – Technical Evaluation

A. Transportation Equipment Sales Corp. (TESCO)

The Evaluation Team determined that TESCO, based on a score of 98/100, did meet the requirements of this RFP. This determination was accomplished by evaluating their responses to the Technical Evaluation Criteria.

- 1. Specifications** – Schedule D – Full-size Vans with or without Lift Specifications, and Schedule A – Statement of Work sections 1.1 and 1.1.1 SCORE 48/50

The Evaluation Team determined that overall, the responses were mostly satisfactory, but the following deficiencies were noted:

- A) Bidder does not offer alternate wheelchair lift manufacturer or recessed wheelchair securement system Page 26, IV. EQUIPMENT OPTIONS, sections 13.d. and 14.c.

- 2. Company & Prior Experience and Key Personnel** – Vendor Questions Worksheet, Sections 2, 4, 5, 6, 7, 8, 9, & 10 and Schedule A, all of Section 3. SCORE 20/20

The Evaluation Team determined that overall, the responses were satisfactory.

3. Warranty – Schedule A, Section 1.2. SCORE 10/10

The Evaluation Team determined that overall, the responses were satisfactory.

4. Service – Schedule A, all of sections 2.3 to 2.6 SCORE 5/5

The Evaluation Team determined that overall, the responses were satisfactory.

5. Delivery – Schedule A, Sections 2.1, 2.2, 6.1, and 6.2. SCORE 5/5

The Evaluation Team determined that overall, the responses were satisfactory.

6. Acceptance, Inspection and Testing – Schedule A, all of section 7. SCORE 10/10

The Evaluation Team determined that overall, the responses were satisfactory.

Total Score: 98/100

B. Hoekstra Transportation Inc. (Hoekstra)

The Evaluation Team determined that Hoekstra, based on a score of 100/100, did meet the requirements of this RFP. This determination was accomplished by evaluating their responses to the Technical Evaluation Criteria.

1. Specifications – Schedule D – Full-size Vans with or without Lift Specifications, and Schedule A – Statement of Work sections 1.1 and 1.1.1 SCORE 50/50

The Evaluation Team determined that overall, the responses were satisfactory.

2. Company & Prior Experience and Key Personnel – Vendor Questions Worksheet, Sections 2, 4, 5, 6, 7, 8, 9, & 10 and Schedule A, all of Section 3. SCORE 20/20

The Evaluation Team determined that overall, the responses were satisfactory.

3. Warranty – Schedule A, Section 1.2. SCORE 10/10

The Evaluation Team determined that overall, the responses were satisfactory.

4. Service – Schedule A, all of sections 2.3 to 2.6 SCORE 5/5

The Evaluation Team determined that overall, the responses were satisfactory.

5. Delivery – Schedule A, Sections 2.1, 2.2, 6.1, and 6.2. SCORE 5/5

The Evaluation Team determined that overall, the responses were satisfactory.

6. Acceptance, Inspection and Testing – Schedule A, all of section 7. SCORE 10/10

The Evaluation Team determined that overall, the responses were satisfactory.

Total Score: 100/100

IV. Technical Evaluation Summary

	Weight	TESCO	Hoekstra
1. Specifications	50	48	50
2. Company & Prior Experience/Key Personnel	20	20	20
3. Warranty	10	10	10
4. Service	5	5	5
5. Delivery	5	5	5
6. Acceptance, Inspection and Testing	10	10	10
Total:	100	98	100

VI. Pricing Summary

Pricing was evaluated for the bidders who passed technical. The following is a summary of their price proposals:

Description	TESCO		HOEKSTRA	
	Round 1	Round 2	Round 1	Round 2
*Base Vehicle	623,000.00	617,800.00	633,801.00	633,801.00
**Equipment Options	228,649.00	228,649.00	143,682.00	143,682.00
GRAND TOTALS	851,649.00	846,449.00	777,483.00	777,483.00

*Hoekstra base vehicle pricing is for a total of 10 models (average cost per vehicle = \$63,380). TESCO base vehicle pricing is for 8 models (average cost per vehicle = \$77,225).

**Hoekstra options pricing is for a total of 75 items (average cost per item = \$1,916). TESCO pricing is for 76 items (average cost per item = \$3,009).

UNIT PRICING

DESCRIPTION	TESCO	HOEKSTRA
	Unit Price	Unit Price
Class III – 148" W.B. – Vinyl Seat Covers		
13 passenger plus driver low roof without lift	74,711.00	56,563.00
13 passenger plus driver medium roof without lift	75,573.00	61,875.00
13 passenger plus driver high roof without lift	76,934.00	63,189.00
13 passenger plus driver high roof extended length without lift	0.00	67,301.00
Class III – 148" W.B. – Fabric Seat Covers		
13 passenger plus driver low roof without lift	74,965.00	57,119.00
13 passenger plus driver medium roof without lift	75,826.00	62,431.00
13 passenger plus driver high roof without lift	77,186.00	63,746.00

13 passenger plus driver high roof extended length without lift	0.00	67,857.00
Class IV – 148" W.B. – Dual Rear Wheel - Vinyl Seat Covers		
14 passenger plus driver high roof extended length without lift	81,176.00	66,559.00
Class IV – 148" W.B. – Dual Rear Wheel - Fabric Seat Covers		
14 passenger plus driver high roof extended length without lift	81,429.00	67,161.00
Equipment Options		
Alternate Adjustable Seating and Floor System I	10,277.00	7,053.00
Alternate Adjustable Seating and Floor System II	12,695.00	4,937.00
Aluminum L Track Flooring System	9,672.00	5,059.00
Alternate Lift with Power Sliding Side Door 1,000 pound capacity	12,695.00	9,068.00
Power Sliding Side Cargo Door	3,411.00	1,008.00
Emergency Roof Exit	2,519.00	232.00
Emergency Egress Window (Requires Privacy Tinted Windows)	1,814.00	1,310.00
Cross View Mirror	423.00	301.00
Destination Sign - LED	6,650.00	5,038.00
Donation box (in lieu of farebox – deduct)	252.00	453.00
Running Boards	1,451.00	1,209.00
Farebox	1,984.00	1,562.00
Farebox Electrical Prep Only (less farebox- deduct)	91.00	171.00
Limited Slip Differential	350.00	353.00
Paint - Different Full body	218.00	202.00
Paint - One 6" Stripe	1,330.00	705.00
Reflective 6" Vinyl Belt Stripe	786.00	705.00
Rear Side Entry Wheelchair Lift	0.00	9,999.00
Lift – Type I – (34 inch wide 800 pound capacity side mounted)	4,921.00	3,023.00
Lift – Type I – (37 inch wide 1,000 pound capacity rear mounted)	6,734.00	5,340.00
Lift – Type II – 800 pound Capacity, Powered outer barrier (in lieu of type I lift)	5,283.00	3,023.00
Lift - Folding Platform 800# Capacity (in lieu of lift)	7,097.00	3,023.00
Alternate Lift Manufacturer	7,097.00	504.00
Wheelchair Single Point Securement System (in lieu of one L-Track position)	1,082.00	370.00
Additional Wheelchair Position – L Track System	1,324.00	940.00
Additional Wheelchair Position – Single Point System	1,082.00	1,310.00
Recessed Wheelchair Securement Station	961.00	5,038.00
Two-way radio prep package	242.00	252.00
Radio - AM/FM stereo system w/6 speakers	224.00	0.00
Public Address (PA) System Only w/ two speakers	302.00	303.00
Entry Stepwell Heater (Bi-fold Entrance Door Only)	181.00	364.00
Bi-fold Entrance Door	8,886.00	8,060.00
Handrails & Stanchions	665.00	403.00
Adjustable Flooring Single Forward Facing Flip Seat - Vinyl	3,088.00	1,058.00
Adjustable Flooring Single Forward Facing Flip Seat - Cloth	3,088.00	1,108.00
Adjustable Flooring Double Forward Facing - Vinyl	2,285.00	1,562.00

Adjustable Flooring Double Forward Facing - Cloth	2,285.00	1,612.00
Seating – Forward Facing Standard Single Seat – Vinyl	632.00	101.00
Seating – Forward Facing Standard Single Seat – Cloth	632.00	101.00
Seating – Forward Facing Standard Single Seat – Vinyl (Deduct)	-227.00	-498.00
Seating – Forward Facing Standard Single Seat – Cloth (Deduct)	-227.00	-574.00
Seating – Forward Facing Standard Double Seat - Vinyl	997.00	101.00
Seating – Forward Facing Standard Double Seat - Fabric	997.00	101.00
Seating – Forward Facing Standard Double Seat – Vinyl (Deduct)	-408.00	-705.00
Seating – Forward Facing Standard Double Seat – Fabric (Deduct)	-408.00	-806.00
Seating – Forward Facing Single Fold-A-Way – Vinyl	1,560.00	1,162.00
Seating – Forward Facing Single Fold-A-Way – Cloth	1,560.00	1,208.00
Seating – Forward Facing Double Fold-A-Way - Vinyl	1,879.00	1,612.00
Seating – Forward Facing Double Fold-A-Way - Fabric	1,879.00	1,713.00
Seating – Forward Facing Double Fold-A-Way – Vinyl (Deduct)	-1,330.00	-1,612.00
Seating – Forward Facing Double Fold-A-Way –Fabric (Deduct)	-1,330.00	-1,713.00
Seating – Double Flip-up – Vinyl	1,560.00	1,511.00
Seating – Double Flip-up - Fabric	1,560.00	1,511.00
Seating – Double Flip-up – Vinyl (Deduct)	-927.00	-1,612.00
Seating – Double Flip-up – Fabric (Deduct)	-927.00	-1,713.00
Seating – Double w/Single Integrated Child Seat (ICS) - Vinyl	1,535.00	1,411.00
Seating – Double w/Single Integrated Child Seat (ICS) – Fabric	1,535.00	1,511.00
Seating – Double w/Single Integrated Child Seat (ICS) – Vinyl (Deduct)	-957.00	-1,411.00
Seating – Double w/Single Integrated Child Seat (ICS) – Fabric (Deduct)	-957.00	-1,511.00
Seating – Double w/Double Integrated Child Seat (ICS) - Vinyl	2,048.00	1,370.00
Seating – Double w/Double Integrated Child Seat (ICS) - Fabric	2,048.00	1,463.00
Driver’s Power Seat Base (Class One Only)	942.00	1,108.00
Alt. Engine - Propane	17,325.00	8,060.00
Alt. Engine - CNG	21,375.00	16,120.00
Alt. Engine – Diesel	0.00	0.00
Battery Electric Propulsion	34,820.00	13,173.00
Back-up Sensor System	318.00	554.00
Video Surveillance – Two Camera System	2,739.00	1,735.00
Video Surveillance - Four Camera System	3,215.00	2,519.00
Video Surveillance - Six Camera System	3,959.00	2,821.00
Video Surveillance - DVR System Upgrade	725.00	907.00
Video Surveillance – Extra Interior Cameras	240.00	252.00
Video Surveillance – Extra Exterior Cameras	264.00	252.00
Video Surveillance Preparation Package	453.00	504.00
Bike Rack	1,511.00	2,922.00
Rear HVAC without OEM Heat and A/C	3,143.00	3,023.00
Cruise Control	544.00	353.00
Overhead Compartment	907.00	0.00

VII. Negotiations: Bidders with a passing technical score were asked to submit second round pricing. The awarded contracts will reflect maximum purchase quantities for 400 vehicles, which is reflected in the following savings costs:

TESCO lowered their base vehicle pricing by an average of \$650.00 per vehicle (0.84%): Potential Savings for 400 vehicles = $400 \times \$650 = \$260,000$. No other relevant pricing changes were submitted in second round pricing.

VIII. Award Recommendation:

The award recommendation is made to the responsive and responsible Bidders who passed Technical Evaluation and offers the best value to the State of Michigan.

1. The Buyer recommends that **Hoekstra** be awarded a contract for the Full -size Vans with or without Lift. All purchasing Transit Agencies shall be fully funded by MDOT for Full -size Vans with or without Lift included on this contract.

Funding for this contract shall be as follows:

*Award amount: \$42,594,000.00

*Award amounts are based on a 400-vehicle total with an average purchase of 30% of option costs per vehicle.