



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

## NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171 – 190000000220**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Hoekstra Transportation, Inc.
	3741 Roger B Chaffee
	Grand Rapids, MI 49548
	Steve Bolin
	(616) 299-5170
	sbolin@hoekstratruck.com
	CV0045588

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

CONTRACT SUMMARY			
DESCRIPTION: Accessible Vehicles – Modified Chassis Minivan			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
12/1/2018	11/30/2020	Two, 1 year options	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$25,000,000.	

**FOR THE CONTRACTOR:**

Hoekstra Transportation, Inc.  
Company Name

SAIBL  
Authorized Agent Signature

Steve Bolin  
Authorized Agent (Print or Type)

11.26.18  
Date

**FOR THE STATE:**

Pamela Platte  
Signature

Pamela Platte, Category Director  
Name & Title

DTMB - Procurement  
Agency

11-27-18  
Date



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Hoekstra Transportation ("**Contractor**"), a Michigan Corporation. This Contract is effective on December 1, 2018 ("**Effective Date**"), and unless terminated, expires on November 30, 2020.

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

The parties agree as follows:

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

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

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

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

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 <sup>st</sup> Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Steve Bolin Hoekstra Transportation, Inc. 3741 Roger B Chaffee Blvd Grand Rapids, MI 49548 SBolin@Hoekstralnc.com 616-389-1130

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

<b>State:</b> Yvon Dufour 525 W. Allegan, Constitution Hall, 1 <sup>st</sup> Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	<b>Contractor:</b> Steve Bolin Hoekstra Transportation, Inc. 3741 Roger B Chaffee Blvd Grand Rapids, MI 49548 SBolin@Hoekstralnc.com 616-389-1130
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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"**):

<b>State:</b> Jeff Turner 425 W Ottawa St Lansing, MI 48908 turnerj3@michigan.gov 517-335-3282	<b>Contractor:</b> Steve Bolin Hoekstra Transportation, Inc. 3741 Roger B Chaffee Blvd Grand Rapids, MI 49548 SBolin@Hoekstralnc.com 616-389-1130
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5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations  <u>Deductible Maximum:</u> \$50,000 Each Occurrence	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 2010 07 04 and CG 2037 07 0.  Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
<b>Automobile Liability Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
<b>Workers' Compensation Insurance</b>	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	

<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Hired and Non-Owned Motor Vehicle Insurance</b>	
<u>Minimal Limits:</u> \$1,000,000 Per Accident	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.

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

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

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

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of .25% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget  
Cashiering  
P.O. Box 30681  
Lansing, MI 48909

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](mailto:MiDeal@michigan.gov).

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

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

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

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

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

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.

- 18. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 19. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 20. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

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

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

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

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State

in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

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

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

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

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.



28. **Limitation of Liability and Disclaimer of Damages.** IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and

each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

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

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

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

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Reserved.**
42. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, 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, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.
- Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.
48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

- 50. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and expressly incorporated 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 Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 51. 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.
- 52. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 53. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 54. 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.

# STATE OF MICHIGAN

Contract No. 190000000220  
Full-size Non-lift and Lift Transit Vans with Alternate Seating

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

**Background:** This contract is used to provide funding to authorized transit agencies in Michigan for the purchase of full size non-lift and lift transit vans.

### Requirements

#### 1. Specifications

##### 1.1 The Contractor must provide the following:

- A.** The Contractor must provide full-size non-lift and lift transit vans per **Schedule B, Full-size Van Specifications**. In the Specification documents, cells in "Suggested Source or Pre-Approved Alternate" column should be completed by the bidder for each item.
- B.** The Contractor supplying these vans shall quick title and deliver the van and the title to the location specified by the State of Michigan, Office of Passenger Transportation.
- C.** Chassis serial number, body number, axle ratio, gross vehicle weight rating (GVWR), seating capacity and paint codes shall be imprinted on a permanent decal(s) or stamped on a metal plate(s) and affixed in the driver's area of the van (location to be approved by the State).
- D.** The Contractor shall be a licensed motor vehicle dealer in their state, county, or municipality (proof of licensing shall be provided with bid)
- E.** The Contractor must be capable of handling final inspection and corrections required by the State prior to acceptance of the vans after a contract is awarded.
- F.** Repair facilities shall be established throughout the State to provide chassis and body service support to transit agencies to minimize agency travel to reach the nearest repair facility. Please list all established repair facilities in the State of Michigan (name and location).
- G.** The Contractor must be capable of providing parts and service for a period of ten years after the vans have been placed in service throughout the State of Michigan.

The Contractor must be able to supply replacement parts within 5 working 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.

- H.** Regardless of options and seating plan ordered, the Contractor shall be responsible for certifying that all vans delivered:
  - 1)** Shall not exceed 100% of front spring and 100% of rear spring capacity rating at ground without exceeding GVWR of chassis as bid (determined by engineering calculated loaded van axle weights).
  - 2)** Bus length when measured bumper to bumper excluding the energy absorbing portion of the bumper shall not exceed the following:

Class	Shall not exceed the following lengths
Class I	16.9'
Class II	18.5'
Class III	20'
Class IV	22'

The Contractor and the body modifiers abide by OEM restrictions and is QVM certified by Ford Motor Co.

<b>1.2 Alternate Products and Equipment</b>
<p><b>A.</b> In the <b>Schedule B, Small Van Specifications</b>, brands or trade names are for identification purposes only and do not limit the Contractor to such brands or trade names. Wherever brand, manufacturer, or product names are referenced it is included only for the purpose of 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.</p>
<b>1.3 Warranties</b>
<p><b>A.</b> Warranty requirements for components and/or systems shall be in accordance with <b>Schedule B, Van Specifications</b>.</p> <p><b>B.</b> Requests for warranty repairs should be emailed or phoned to the Contractor prior to corrective action. The correction will be assigned to an employee, or contracted shop for correction.</p> <p style="padding-left: 40px;"><b>i.</b> The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this contract.</p> <p><b>C.</b> The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.</p>
<b>1.4 Recall Requirements and Procedures</b>
Agencies will be contacted by, phone, email or mail depending on the nature of the recall.
<b>1.5 Quality Assurance Program</b>
The body modifiers use ISO9001.
<b>1.6 Incentives</b>
The Contractor allows trade-in's.
<b>2. Service Levels</b>
<b>2.1 Time Frames/Delivery</b>
All Contract Activities must be delivered within <b>210</b> calendar days from receipt of order. The receipt of order date is pursuant to Section 5. Delivery will be made to the Ordering Entity.
<b>2.2 Training</b>
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 or the Ordering Entity, 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.
<b>2.3 Reporting</b>
The Contractor must submit, to the Program Manager quarterly reports, which include agency name, vehicle(s) purchased, options, price, date ordered, date delivered, and funding used (Federal/State/Local). The State reserves the right to request additional reports.
<b>2.4 Meetings</b>
<p><b>A.</b> Meetings requested by the State include, but are not limited to, the pre-pilot model review, the pilot and production meetings as required per Section 7 - Acceptance, Inspection and Testing. The State may request other meetings as it deems appropriate.</p>
<b>3. Staffing</b>
<b>3.1 Contractor Representative</b>
<p><b>A.</b> The Contractor must appoint a Service Manager or a Product Representative specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").</p> <p style="text-align: center;"> <b>Steve Bolin – Commercial Products Manager</b>  <b>Hoekstra Transportation</b>  <b>3741 Roger B Chaffee Blvd.</b>  <b>Grand Rapids, MI 49548</b>  <b>Mobile 616.299.5170</b>  <b>Office 616.389.1130</b>  <b>Toll Free 800-444-4104</b>  <b>Fax 616.245.7726</b>  <b>Email <a href="mailto:SBolin@HoekstraINC.com">SBolin@HoekstraINC.com</a></b> </p> <p><b>B.</b> The Contractor must notify the Contract Administrator at least <b>14</b> calendar days before removing or assigning a new Contractor Representative.</p>
<b>3.2 Customer Service Toll-Free Number</b>

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

**Steve Bolin – Commercial Products Manager**  
**Hoekstra Transportation**  
**3741 Roger B Chaffee Blvd.**  
**Grand Rapids, MI 49548**  
**Mobile 616.299.5170**  
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**Toll Free 800-444-4104**  
**Fax 616.245.7726**  
**Email [SBolin@HoekstraINC.com](mailto:SBolin@HoekstraINC.com)**

### 3.3 Technical Support, Repairs, and Maintenance

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.

**Steve Bolin – Commercial Products Manager**  
**Hoekstra Transportation**  
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**Fax 616.245.7726**  
**Email [SBolin@HoekstraINC.com](mailto:SBolin@HoekstraINC.com)**

### 3.4 Disclosure of Subcontractors

- A.** If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
- 1)** 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.
  - 2)** The relationship of the subcontractor to the Contractor.
  - 3)** Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
  - 4)** A complete description of the Contract Activities that will be performed or provided by the subcontractor.

## 4. Pricing

### 4.1 Price Term

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

### 4.2 Price Changes

- A.**
- 1)** 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.
  - 2)** 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 changes in the chassis manufacturers OEM standard equipment affect the cost of the vans required 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 required 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.

<p><b>E.</b> Per Federal Transit Administration (FTA) requirements, a cost or price analysis is required for all price changes.</p> <ol style="list-style-type: none"> <li>1) 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.</li> <li>2) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.</li> <li>3) 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.</li> <li>4) 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.</li> <li>5) 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.</li> <li>6) Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.</li> </ol>
<b>5. Ordering</b>
<b>5.1 Authorizing Document</b>
The appropriate authorizing document for the Contract will be a purchase order from the authorizing transit agency.
<b>5.2 Order Verification</b>
The Contractor must have internal controls, approved by DTMB-Procurement, to verify abnormal orders and to ensure that only authorized individuals place orders.
<b>5.3 Quantity</b>
<p><b>A.</b> The State is not obligated to purchase in any specific quantity. Minimum quantities shall be one (1) van (pilot model) up to a maximum of 400 vans.</p>
<b>Delivery</b>
<b>6.1 Driver Delivery</b>
<p><b>A.</b> The Contractor will be permitted to drive vehicle(s) to final destinations in compliance with the “<b>Schedule D - Affidavit for Driver Delivery</b>”, however, the affidavit must be completed and submitted with the Contractor’s proposal.</p> <ol style="list-style-type: none"> <li>1) Delivery must be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday ONLY, excluding Holidays.</li> <li>2) The Contractor is in agreement, 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.</li> <li>3) The vehicle will be driven to the final destination and delivery will be scheduled with the Ordering Entity.</li> </ol>
<b>6.2 General Delivery</b>
<b><i>The Ordering Entities have the right to refuse van delivery if the following conditions are not met:</i></b>
<p><b>A.</b> For the delivery of all units that may be released against the Contract the following must apply:</p> <ol style="list-style-type: none"> <li>1) The Contractor should produce the pilot model as the first van ordered by the State for its transit agencies.</li> <li>2) The van should be: <ol style="list-style-type: none"> <li>a. Lift / non-lift equipped</li> <li>b. Air conditioned</li> <li>c. The largest size on request by the transit agencies.</li> </ol> </li> <li>3) All necessary testing and equipment placement should be performed on the pilot models before final inspection/acceptance by the State.</li> <li>4) The pilot model should serve as a standard for the following units as ordered but should not relieve the Contractor from an obligation to manufacture all units in compliance with all specifications</li> </ol>
<b>7. Acceptance, Inspection, and Testing</b>
<b>7.1 Acceptance</b>
<p><b>A.</b> The State will use the following criteria to determine acceptance of the Contract Activities:</p> <ol style="list-style-type: none"> <li>1) The Contractor shall complete all corrections required by the State prior to delivery and final acceptance.</li> <li>2) Delivery of Production Chassis to the Body Manufacturer should be within <b>120</b> days after the Pre-Pilot Model Meeting.</li> </ol>



<p>3) 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.</p>
<p><b>7.2 Inspection</b></p> <p>A. Pilot, Production Model and Plant Inspections:</p> <ol style="list-style-type: none"> <li>1) Pilot Model Review Meeting at the Manufacturer Facility, or at a mutually agreed upon location, shall be conducted within thirty (30) calendar days from the date of the Purchase Order.</li> <li>2) 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.</li> <li>3) Periodic Production/Plant Inspections, by the Michigan Department of Transportation, Office of Passenger Transportation include two (2) per contract period.</li> <li>4) 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 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. <a href="http://www.michigan.gov/dmb/0,4568,7-150-9141_13132---,00.html">http://www.michigan.gov/dmb/0,4568,7-150-9141_13132---,00.html</a></li> </ol>
<p><b>7.3 Testing</b></p> <p>A. Testing - Prior to delivery, the Contractor must certify that:</p> <ol style="list-style-type: none"> <li>1) All quality assurance activities have been completed.</li> <li>2) All applicable testing has been completed.</li> <li>3) All material deficiencies discovered during the quality assurance activities and testing have been corrected.</li> <li>4) The Deliverable or Service is in a suitable state of readiness for the State's review and approval.</li> </ol> <p>B. If a Deliverable includes installation at the Ordering Entity location the Contractor must:</p> <ol style="list-style-type: none"> <li>1) Perform any applicable testing.</li> <li>2) Correct all material deficiencies discovered during the quality assurance activities and testing.</li> <li>3) Inform the State that the unit is in a suitable state of readiness for the State's review and approval.</li> </ol> <p>To the extent that testing occurs at the Ordering Entity's location personnel are entitled to observe or otherwise participate in testing.</p>
<p><b>8. Invoice and Payment</b></p>
<p><b>8.1 Invoice Requirements</b></p> <p>All invoices submitted to the State must include: (a) date; (b) purchase order number; (c) contract number; (d) quantity; (e) description of the Contract Activities; (f) line items for up-fitting options (g) unit price; (h) shipping cost (if any); and (i) total price. (j) Ordering Entity.</p>
<p><b>8.2 Payment</b></p> <p>The Ordering Entities will make payment for Contract Activities to the Contractor.</p>
<p><b>8.3 Procedure</b></p> <p>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 van fails to comply with specification requirements. Therefore, it is incumbent upon the Contractor to close pre-delivery inspection in accordance with the contract requirements.</p>
<p><b>9. Additional Requirements</b></p>
<p><b>9.1 Environmental and Energy Efficient Products</b></p> <p>The Contractor must identify any energy efficient, bio-based, or otherwise environmental 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.</p>
<p><b>9.2 Hazardous Chemical Identification</b></p> <p>In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, <i>et seq.</i>, 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.</p> <p>The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.</p>
<p><b>9.3 Mercury Content</b></p>

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.

#### **9.4 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.

#### **9.6 Key Personnel**

- A.** The Contractor must appoint one individuals who will be directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.
- B.** Contractor's Key Personnel must be available during the following times: 8:00 am – 5:00 pm
- C.** 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.
- D.** The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

**Steve Bolin – Contract Manager**

**(800) 444-4104 Toll Free**

**(616) 389-1130 Office**

**(616) 299-5170 Mobile**

**(616) 245-7726 Fax**

**[SBolin@HoekstraTruck.com](mailto:SBolin@HoekstraTruck.com)**

**Mark Hoekstra – 23 years – President**

**1-800-444-4104 x 1102**

**Tom Hoekstra – 24 years – Vice President**

**1-800-444-4104 x 1123**

**Kadi Davis – 3 years – Sales Administration**

**1-800-444-4104 x 1104**

**Cynthia Kryzkwa – 3 years – Warranty**

**1-800-444-4104**

**Matt Reiffer – 16 years – Service Manager MDOT Business**

**1-800-444-4104 x 1125**

**(616) 389-1125 Direct**

**Randy Trimm – 23 years – Technical Assistance and Parts Director MDOT**

**1-800-444-4104 x 1121**

**Jim Harned – 24 years – Parts Dpt. Director**

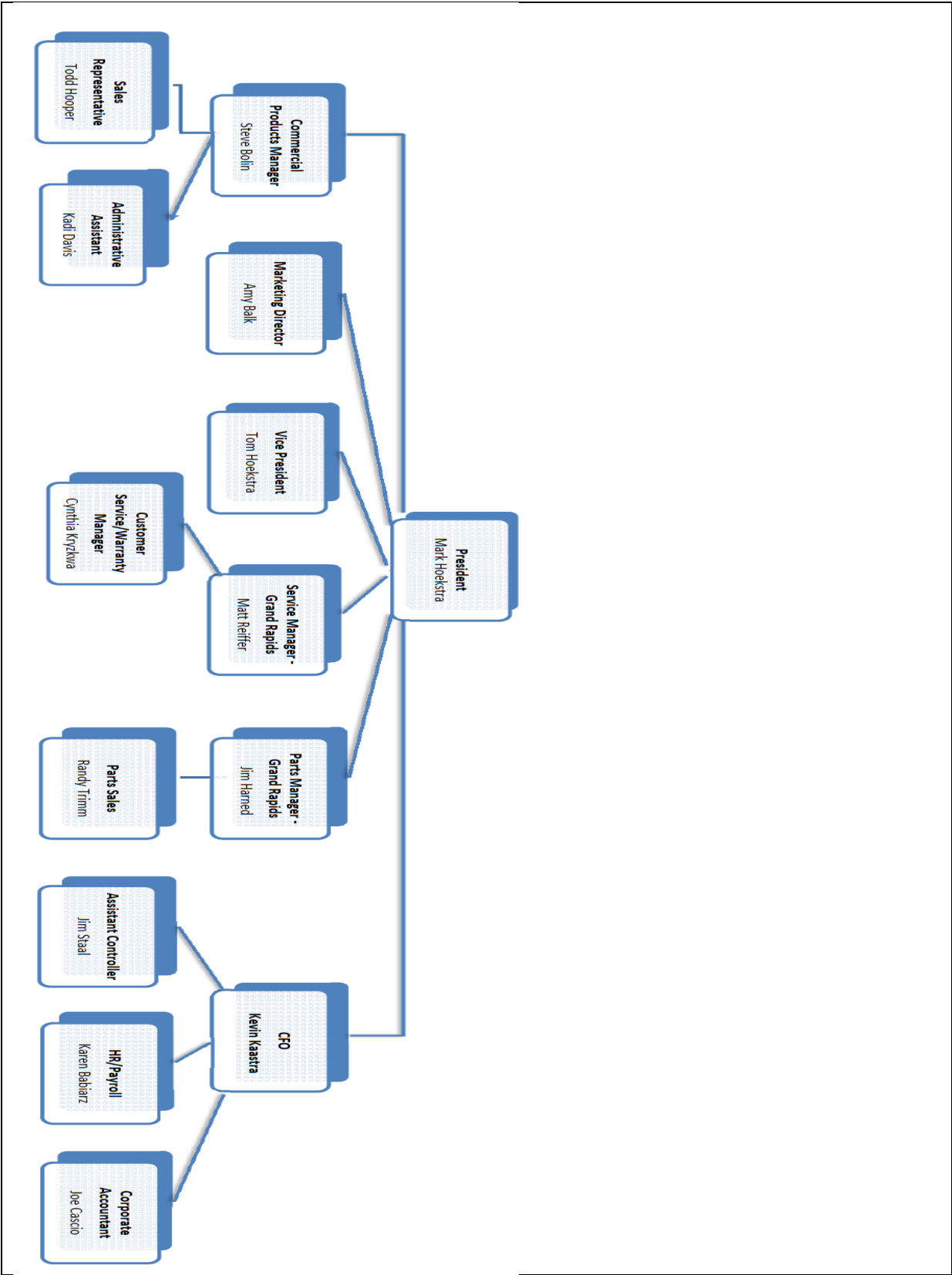
**1-800-444-4104 x 1126**

#### **9.7 Non-Key Personnel**

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

#### **9.8 Organizational Chart**

Provide an overall organizational chart that details staff members, by name and title, and subcontractors.



**Schedule B**  
**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 Section X. Vehicle Seating Requirements). 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 I: Minimum 4,820 GVWR
- B. Class II: Minimum 8,500 GVWR
- C. Class III: Minimum 8,500 GVWR
- D. 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) Contractor shall submit any and all reports related to the vans in this contract 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 Contractor shall be responsible for certifying that all vans delivered: 1) shall not exceed the GVWR of chassis previously provided (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 Schedule A Statement of Work, section 1.1 for additional specification requirements.**

**II. VAN SPECIFICATIONS**

**A. GENERAL DESIGN AND CONSTRUCTION**

**Specification Requirement**

- 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.
- 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. All non-OEM controls shall be within driver's reach.
- 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.
- 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.
- 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. Fasteners used by the respective component manufacturers in their assemblies are acceptable as part of the assembly.

**B. VAN STRUCTURE AND EXTERIOR**

### 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.
- 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. 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.

### 2) Interior

- 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, non-corrosive 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.
- b. All interior panels shall be made of laminate/FRP, molded ABS, or OEM finished scuff-resistant materials.
- 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.
- d. The interior height of the passenger compartment at center aisle shall be 67" minimum for Class II-IV high roof vans. The interior headroom width at roofline above seat line shall be 66", minimum.
- e. All surfaces, items, or hardware in the passenger compartment having sharp edges, corners, or angles that could cause injury, shall be padded with a heavy-duty, vinyl-covered, energy absorbing material to match interior colors. Areas inside the passenger compartment of low headroom where a person is prone to strike his head shall be marked and padded. All handrails shall have rounded edges where exposed.
- 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.

### 3) Flooring

- 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 ¾" C/D plywood of marine grade material or ¾" 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.
- b. The entire passenger area including the wheelchair securement area, entrance steps and stepwell area, shall be overlaid with smooth, slip resistant flooring material. The main passenger area shall be one piece with no seams. 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.
- 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. There shall be no aluminum nose edging and step tread and nose edging shall be one piece.

### n/a for Class 1 – OEM construction

### 4) Gauges

- 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). All after-market gauges shall be together in a pod located on the A-pillar.
- b. Voltmeter and its wiring shall be compatible with generating capacities.
- c. Engine oil pressure gauge.
- d. Engine coolant temperature gauge.
- e. Fuel gauge.

<p><b>5) Bumpers</b> The front and rear bumpers shall be an OEM.</p>
<p><b>6) Mud Flaps and Splash Guards</b>  a. Mud flaps and splash guards shall be OEM.  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.  c. 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><b>7) Towing</b> 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 Contractor shall provide the towing and lifting procedure at delivery.</p>
<p><b>8) Undercoating/Rustproofing</b> 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.</p>
<p><b>9) Interior Mirrors/Sun Visors</b> Interior mirror rearview and sun visors shall be OEM</p>
<p><b>10) Exterior Mirrors</b>  a. Each van shall be equipped with OEM exterior, powered-remote, heated, left-hand and right-hand rear-view mirrors of flat glass with convex mirrors (3" in diameter, minimum) attached or a combination flat/convex glass in a single mirror head. Both flat and convex 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.  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 for service without removing the entire mirror assembly from the van.  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. <b>ALL MIRROR MOUNTING SHALL NOT CAUSE PREMATURE BODY DAMAGE</b></p>
<p><b>11) Driver's Seats</b>  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 6-way power adjustable seat shall be available.</u> Suggested sources: OEM  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 <b>All Seats (see section II. Van Specifications, subsection 16. Cloth-type Woven Fabric Requirements (with flame resistance)).</b></p>
<p><b>12) Passenger Seats</b>  a. All passenger seats shall be mid-back and are required to meet all applicable FMVSS testing including FMVSS 210.  <b>OEM Passenger seats for Class 1</b>  b. All seats shall be equipped with externally mounted 3 point restraint belt system.  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.  <b>OEM seating Class 1</b>  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.  <b>OEM seating Class 1</b>  e. Forward facing seats shall have 27" minimum knee to hip room.  f. Aisle facing seats shall have arm rests on both ends if the seat is not against a modesty panel.</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 entering and exiting the seat. The Contractor 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 contract.

#### **OEM seating Class 1**

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

Salt Spray	480 hours	ASTM B117
Humidity Resistance	480 hours	ASTM D2247
Impact Resistance	To 80 inch-pounds	ASTM D2794

#### **OEM seating Class 1**

- 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.
- j. The seating arrangements and configuration shall be furnished by the Program Manager or Designee and/or Ordering Entity.
- k. Suggested sources: OEM, Freedman Seating, AbiliTrax Step-N-Lock, Cam Lock.

#### **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**). All aisle facing seats provided shall be flip seats. Fold-away or flip seats shall include all dimensional, structural and testing requirements of the standard seat specification. Seat locking/latching devices shall be of high quality and be easy to latch and unlatch. Seats must positively latch in the seated and folded position to prevent inadvertent folding or unfolding of the seat. Any support legs resting on flooring shall be non-marring or rest on metal plates flush mounted with flooring. All fold-away seats shall be able to pass FMVSS 210 without having to fasten additional latches or cables. All fold-away seats shall fold against the wall when wheelchair space is required (no further than 12" from wall in the vertical folded position). Seat may not extend into van more than 37½" (two passenger) and 18½" (1 passenger) when folded down for passenger seating. Aisle space may be reduced to 14 inches where fold-up seating is placed on each side of the aisle or 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.

#### **n/a Class 1**

#### **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. All background colors shall be approved by the Program Manager or Designee.

#### **n/a Class 1 – OEM seating & materials**

#### **15) Cloth-type Woven Fabric Requirements (with flame resistance)**

- a. Minimum weight 23 ounces per linear yard.

#### **n/a Class 1 – OEM seating & materials**

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

#### **n/a Class 1 – OEM seating & materials**

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

#### **n/a Class 1 – OEM seating & materials**

- d. Comply with California BLT-117.

#### **n/a Class 1 – OEM seating & materials**

- 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.

#### **n/a Class 1 – OEM seating & materials**

- ii The fabric shall be a plush material.

#### **n/a Class 1 – OEM seating & materials**

- 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.

#### **n/a Class 1 – OEM seating & materials**

#### **16) Vinyl Fabric**

- a. Shall be transportation grade expanded vinyl, 33 ounces per linear yard minimum.
- 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.

**17) Cushions**

- 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 provided with the seat information. Suggested source: Manufacturer's standard.
- 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.

**18) Passenger Seat Belts**

- a. All seats shall be equipped with 3-point seat belts for each designated seating position.
- b. The Contractor 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 contract.
- 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.
- 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).
- e. Belts shall have a push button latch release mechanism with push button on aisle side of seat.

**19) Interior Lighting**

- a. Interior lighting shall be OEM or equivalent.
- b. If additional interior lighting it shall be:
  - 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.

**20) Exterior Lighting**

Exterior lighting shall be OEM and in accordance with Federal Motor Carrier Safety Regulations (393.11) and ADA regulations.

**21) Heating/Ventilating/Air Conditioning (HVAC)**

- 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.
- 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.
- c. Front heater shall have coolant temperature control valve or other controls which can regulate heater temperature from the driver's area.
- d. Air conditioning charge ports shall be protected from road debris to prevent corrosion.

**22) Windows**

- a. All windows and windshield shall be OEM.
- b. All windows shall be OEM tinted or equivalent.

**23) Paint**

- 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.
- 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.
- c. Special design paint application pricing will be negotiated at the time of ordering by the transit agency.

**24) Type I Lift, (Platform Type) (Shall Meet ADA Requirements)**

- 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.

- 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, 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. Contractor shall deliver the lift equipped van with the type of lift equipment requested by the State. Suggested sources: Braun, Ricon.
- 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.
- d.** Lift control pendant shall be located on curbside of rear mounted lifts.
- 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.
- 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
- 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.
- h.** The lift shall meet ADA requirements as well as these minimum requirements.
  - i** Capacity 1,000 pounds minimum.
  - 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.
  - 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.
  - 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.
  - xii** The wheelchair lift shall comply with all federal, Americans with Disabilities Act (ADA), and Veterans' Administration regulations.
  - 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.
- 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.

## 25) Wheel Chair Securement Area

- a. The Wheelchair securement system shall be a retractor style system and comply with ADA, SAE J-2249 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.
- b. Wheelchair securement shall meet these minimum requirements:
  - 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.
  - 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 48" from center of front track to center of rear track. 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 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 48" can't be achieved in both ADA applications it must be noted by the Contractor.
  - iii Shoulder belt wall anchorage shall be permanently fastened to the body structure in the wall according to the securement manufacturer's installation instructions, except with Alternate Adjustable Seating and Floor System. Shoulder belts manual height adjustment shall allow approximately 12" of vertical height adjustment allowing for differences in height of the secured mobility aid passenger.
  - 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
  - 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.
  - vi All components shall meet SAE J2249 requirements and be 30 MPH/20G impact tested.
  - vii All components shall be installed to the securement manufacturer's recommended specifications.

Suggested sources: Q'Straint Model Q-8100-A1L; Sure-Lok's Retractor™ Systems for L track AL-712S-4C.

- c. A wheelchair restraint storage system shall be positioned under the foldaway seats at each wheelchair space or a storage bags. Storage system shall:
  - i Keep restraints clean.
  - ii Be free of any sharp edges.
  - iii Provide easy accessibility to restraints.
  - iv Restraints shall be stored securely to prevent noise while the vehicle is in motion.
  - 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.
  - 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.
  - vii One belt cutter shall be supplied per vehicle.
  - viii Two (2) Q5-7580 blue loops shall be supplied per vehicle

## III. CHASSIS SPECIFICATIONS

- 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.

<b>2)</b>	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.
<b>3)</b>	Class IV - Commercial rated chassis shall have one front axle with single wheels and one rear axle with dual wheels.
<b>4) Tilt Wheel/Power Steering</b>	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.
<b>5) Wheel Base</b>	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.
<b>6) Engine</b>	<ul style="list-style-type: none"> <li>a. Class I shall be gasoline, fuel injected, I-4, 2.5L minimum</li> <li>b. Class II, III, &amp; IV shall be gasoline, fuel injected, V-6, 3.7L minimum</li> </ul>
<b>7) Transmission</b>	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).
<b>8) Alignment</b>	<ul style="list-style-type: none"> <li>a. The van shall have a four-wheel alignment at final point of inspection, just prior to delivery to the transit agency. A copy of the work order indicating the camber, caster and toe-in settings at time of final inspection shall be provided with the van at delivery. All axle alignment required.</li> <li>b. Alignment machine shall be certified annually for calibration.</li> </ul>
<b>9) Gross Van Weight Rating</b>	<ul style="list-style-type: none"> <li>a. <b>Class I</b> <ul style="list-style-type: none"> <li>i <b>Short Wheelbase – 4,820-lb. minimum.</b> Van axle weight shall not exceed chassis manufacturer's axle weight rating or spring and tire capacity.</li> <li>ii <b>Long Wheelbase – 4,820-lb. minimum.</b> Van axle weight shall not exceed chassis manufacturer's axle weight rating or spring and tire capacity.</li> </ul> </li> <li>b. <b>Class II</b> <ul style="list-style-type: none"> <li>i <b>130" Wheelbase-8,500-lb. minimum.</b> Van axle weight shall not exceed chassis manufacturer's axle weight rating or spring and tire capacity.</li> </ul> </li> <li>c. <b>Class III</b> <ul style="list-style-type: none"> <li>i <b>148" Wheelbase-8,500-lb. minimum.</b> Van axle weight shall not exceed chassis manufacturer's axle weight rating or spring and tire capacity.</li> </ul> </li> <li>d. <b>Class IV</b>  <b>148" Wheelbase Dual Rear Wheel-9,900-lb. minimum.</b> Van axle weight shall not exceed chassis manufacturer's axle weight rating or spring and tire capacity.</li> </ul>
<b>10) Differential</b>	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><b>11) Battery, Cables, and Grounds</b></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. Diesel 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><b>12) Alternator</b></p> <p>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><b>13) Engine Fast Idle</b></p> <p>The engine shall be 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><b>14) Brakes</b></p> <p>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><b>15) Fuel Tank</b></p> <p>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><b>16) Hazard Flashers</b></p> <p>Hazard flashers shall use the OEM switch and control system with an electronic flasher.</p>
<p><b>17) Shock Absorbers</b></p> <p>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><b>18) Springs and Suspension</b></p> <p>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><b>19) Stabilizer</b></p> <p>Chassis shall have heavy-duty OEM suspension stabilizers if available.</p>	<p><b>20) Wheels</b></p> <p>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>

<b>21) Tires</b>	<p>a. All tires (6) 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 available from chassis manufacturer to meet the GVWR.</p> <p>b. A spare tire option shall be offered 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>
<b>22) Driveshaft</b>	<p>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>
<b>23) Wipers and Horn</b>	<p>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>
<b>24) Rear View Camera System</b>	<p>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>
<b>25) Radiator and Cooling System</b>	<p>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>
<b>26) Fluids</b>	<p>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>
<b>27) Engine Cover and Trim</b>	<p>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 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>
<b>28) Exhaust System</b>	<p>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 street (left) side flush with left end of the rear bumper. 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>
<b>29) Safety Items</b>	<p>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>
<b>30) Electrical</b>	

- a. All non-OEM connections shall be WeatherPack
- b. All wiring supplied by van builder shall have each wire permanently labeled with its function at least every eighteen inches.
- c. Body builder up-fitting wiring locations shall be provided when available from OEM.
- 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.
- e. Install a 12-volt power point for hand held equipment in the driver's area.
- 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.
- 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.
- 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.
- 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).
- 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.
- l. 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.
- m. Scotch lock wire connectors are not acceptable and shall not be used for wiring installation. Terminals shall be as follows:
  - 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.
  - 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.

### III. EQUIPMENT OPTIONS

#### 1) Alternate Adjustable Seating and Floor System

- 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.
- b. The track system shall be open channeled to prevent stuck debris and allow easy air or water pressure cleaning.
- 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).
- 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.
- e. The floor base material will consist of a 1-1/2" thick composite, water resistant substrate.
- 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 (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. 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).
- l. Foot activated seat base release system that includes base wheels that allow for easy repositioning of the seat.
- m. Seat frames shall mount in track system with ability to be mechanically interchangeable both throughout the flooring system and within the fleet.
- n. "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.
- o. 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".
- p. 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.
- q. Seating must be able to be moved or removed without the use of tools, from a standing position using only the operator's foot.
- r. Fold-up Seats shall:
  - 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.
  - iv. 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

## **2) 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.
- h. The Lift Mounting System will be available with optional grab bars on both sides of the ambulatory walk through area
- 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.
- j. Electro-Mechanical Rack and Pinion Drive System
- k. Standard Interlock feature requires lift to be in the stowed -shifted left- position in order to remove vehicle from park.
- 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.
- m. Running Board Step for Dual Access Entry Way System:

<ul style="list-style-type: none"> <li><b>i</b> 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.</li> <li><b>n.</b> Power Door with Dash Mount Lift Shift: <ul style="list-style-type: none"> <li><b>i</b> Opens and closes the side Cargo door automatically with 12VDC voltage system.</li> <li><b>ii</b> Nominal current – 5A. Functioning at road inclinations of <math>\pm 20^{\circ}\text{C}</math> (36%). Tested performance – 550,000 cycles (open/close = cycle) Driven by rustproof chain. Electronically controlled microprocessor</li> <li><b>iii</b> 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</li> <li><b>iv</b> Power Cargo Door shall be offered as a separate option to ordering agencies.</li> </ul> </li> </ul>
<p><b>3) Emergency Exits</b></p> <ul style="list-style-type: none"> <li><b>a.</b> 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.</li> <li><b>b.</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, so that it may be seen by a passenger in an adjacent seat. Suggested Source: Series 29, Sorenson Lighting Company</li> </ul>
<p><b>4) Integrated Child Restraint Seat</b></p> <p>The first double seat, aisle side, on the passenger side of the van shall have an integrated child restraint seat capable of safely carrying children of 20 to 50 pounds.</p>
<p><b>5) Cross view Mirrors</b></p> <p>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><b>n/a Class 1</b></p>
<p><b>6) Destination Signs</b></p> <p>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><b>n/a Class 1</b></p>
<p><b>7) Donation Box</b></p> <ul style="list-style-type: none"> <li><b>a.</b> 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.</li> </ul>
<p><b>8) Running Boards/Steps &amp; Grab-handle</b></p> <ul style="list-style-type: none"> <li><b>a.</b> The van shall be equipped with either driver's 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.</li> <li><b>b.</b> The van shall be equipped with either passenger's 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 passenger's side.</li> <li><b>c.</b> The van shall be equipped with a 10" wide heavy-duty step for the 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.</li> </ul>
<p><b>9) Farebox</b></p> <ul style="list-style-type: none"> <li><b>a.</b> 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.</li> <li><b>b.</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</li> </ul>
<p><b>10) Farebox Electrical Preparation Package</b></p> <p>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><b>11) Limited Slip Differential</b></p> <p>The limited slip differential powers both wheels yet freely permit wheel speed differentiation when required during turning using standard OEM equipment.</p>



<p><b>12) Paint – Optional Designs</b></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", 10-year, reflective, vinyl belt stripe. An example would be: an OEM white van with a 6" vinyl belt stripe.</p>
<p><b>13) Lifts (Platform) (Meet ADA Requirements)</b></p> <p>a. All lifts listed below shall meet all the lift requirements stated in <b>section II. Van Specifications, subsection 25. Type I Lift.</b></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><b>14) Wheelchair Securement Optional Systems</b></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 <b>section II. Van Specifications, subsection B. Wheel Chair Securement Area, item 26.</b> 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 <b>section II. Van Specifications, subsection B. Wheel Chair Securement Area, item 26.</b> 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'Strain 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 <b>section II. Van Specifications, subsection B. Wheel Chair Securement Area, item 14 and section II. Van Specifications, subsection B. Wheel Chair Securement Area, item 26.</b> Seating shall be added or deducted to accommodate the additional wheelchair systems and shall meet vehicle weight requirements.</p>
<p><b>15) Two Way Radio Antenna/Power</b></p> <p>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. A concealed thin wall plastic conduit, 5/8" I.D. minimum, (with antenna cable pull wire) shall extend from the antenna mounting plate locations (roof and above side window or in front cap) to the mounting location for the radio. When installed, the conduit shall have no sharp or right-angle bends or be distorted to prevent insertion of the antenna lead. For both antenna mounting plate locations, sufficient space shall be left at each end of the conduit to allow easy removal and replacement of the devices attached to the cable. The antenna pull wire shall terminate behind the driver's seat with 2 feet of extra length extending into the van interior.</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. 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><b>16) Stereo/Radio and Public-Address System</b></p> <p>a. <b>Option 1:</b> 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. <b>Option 2:</b> A public address (PA) system shall be installed in the dashboard area within reach of the driver and utilize a hand-held microphone. At a minimum, the PA system shall be equipped with controls for power and volume. A total of two (2) speakers shall be mounted with one in the front and one in the top rear wall of the 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><b>17) Entrance Stepwell Heater – Bi-fold entry door only</b></p> <p>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><b>18) Bi-fold Entrance Door</b></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&amp;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><b>19) Passenger Stepwell</b></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 <b>section II. Van Specifications, subsection B., item 3 Flooring, subsection c.</b> 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.</p>
<p><b>20) Handrails, Stanchions (Shall meet ADA regulations)</b></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 (in case of lift van, provide floor-to-ceiling stanchion with guardrail and modesty panel to rear of platform lift).</p>
<p><b>21) Seating (Additions and Deductions)</b></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 <b>section II. Van Specifications, subsection 12. Driver's Seats, and subsection 15. Seat material.</b></p>
<p><b>22) Driver's Power Seat Base</b></p> <p>Provide a six-way power seat base for standard driver's seat that allows for fore and aft, up and down, front tilt and rear tilt for the driver. Suggested source: Chassis Original Equipment Manufacturer (OEM) Deluxe Power Seat Base.</p>
<p><b>23) Alternative Engines</b></p>

<p><b>Liquefied Petroleum Gas (LPG) or Compressed Natural Gas (CNG)</b> 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><b>24) Diesel</b> The van shall be equipped with an I-5 3.2L diesel turbo charged diesel engine as an OEM option</p>
<p><b>25) Back-up Sensor System</b> 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><b>26) Video Surveillance System</b></p> <ul style="list-style-type: none"> <li>a. The onboard digital video surveillance system shall include a four 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.</li> <li>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.</li> <li>c. Sensors shall record van signals including turn, hazards lights, and lift operations at a minimum.</li> <li>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.</li> <li>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.</li> <li>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: <ul style="list-style-type: none"> <li>i Two Camera System: A two camera system shall be provided capturing the driver, passengers, stepwell, and farebox/donation box at a minimum.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>vi DVR system upgrade shall provide an option to upgrade the DVR system to an eight channel one terabyte hard drive minimum.</li> <li>vii Back-up monitor system shall include active monitor in driver's station for programing and shall be operational when vehicle is in reverse.</li> <li>viii <u>Correct time and date shall be programmed in system upon delivery.</u></li> </ul> </li> </ul> <p>Suggested sources: Radio Engineering Incorporated (REI), SafetyVision, AngelTrax, SafeFleet-Seon.</p>
<p><b>27) Video Surveillance Preparation Package</b></p> <ul style="list-style-type: none"> <li>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.</li> <li>b. Vendor shall supply all materials.</li> </ul>
<p><b>28) Bike Rack</b></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

#### **V. VENDOR/MANUFACTURER REQUIREMENTS**

**B. 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.**

- 1) Copy of manufacturer's statement of origin for a van.
- 2) \* Warranty papers for chassis, and additional equipment with each van at delivery.
- 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).
- 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.
- 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.
- 6) \* Proof of van suspension alignment (work order or bill) at final van inspection and with each van. Four-wheel alignment shall include adjustments to front and rear suspension and steering parts so that axle alignment, camber, caster, and toe settings are within manufacturer's desired limits. Adjustments made only when necessary. Annual calibration certification of alignment machine shall be supplied.
- 7) \* Proof of undercoating (warranty) at final van inspection and with each van.
- 8) \* Front end and rear towing and lifting instructions with each van.
- 9) \* Wheelchair securement product instructions and training program.

#### **B. MANUFACTURER QUALITY CONTROL**

- 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.
- 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.
- 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 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.
- 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.

#### **C. PURCHASER INSPECTION**

The State and/or the Ordering Entity reserves the right and shall be at liberty to inspect all material and workmanship at all times during the progress of the work and shall have the right to reject all material and workmanship which do not conform to the specifications or accepted practice. Where a resident inspector is used, upon the request to the quality assurance supervisor, the resident inspectors shall have access to the Contractor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and records, and record of defects.

**D. WARRANTY**

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:

**OEM warranties accepted to fulfill warranty requirements**

2) Two (2) years or OEM on chassis.

**OEM**

3) Two (2) years or OEM on transmission.

**OEM**

4) Three (3) years on van structure, exterior, undercoating, rustproofing, and paint.

**OEM**

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 van turning radius: wheel-to-wheel and wall-to-wall.

**Class 1 – 18'-8", Class 2 – 21.45', Class 3 & 4 – 24'**

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 Schedule A Statement of Work, section 7.1 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.

TABLE 1

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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 accordance with ASTM E-648 with its padding, if the padding is used in actual installation.

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

9. Testing is performed without upholstery.

#### Definition of Terms

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

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/cm<sup>2</sup> 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 burning 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]

SELLING CODE 4810-07-P

# IX. TABLE 1

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

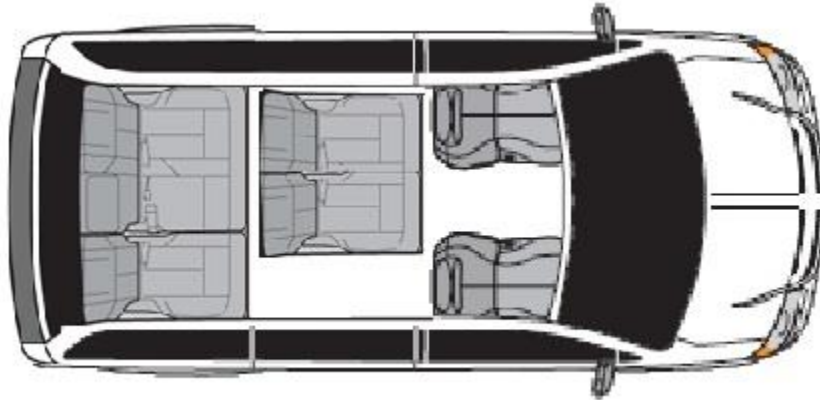
Category	Function of Material	Test Procedure	Performance Criteria
Seating	Cushion <sup>1,2,3,5,9*</sup>	ASTM D-3675	$I_s \leq 25$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Frame <sup>1,5,8</sup>	ASTM E-162	$I_s \leq 35$
		ASTM E-662	$D_s (1.5) \leq 100; D_s (4.0) \leq 200$
	Shroud <sup>1,5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

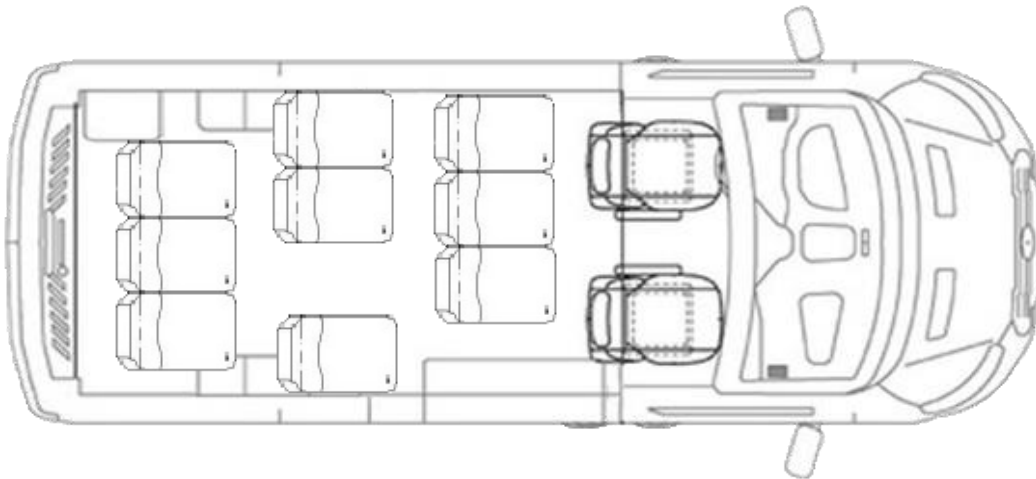
### Standard Van Seating Charts

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**

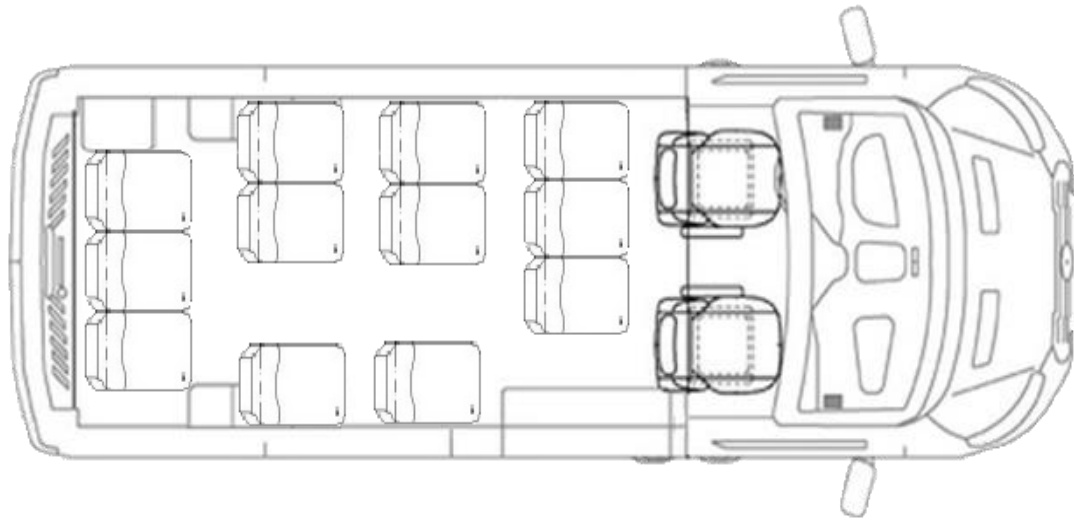


**Class II – 130” Wheelbase, Seven Passenger w/Driver**

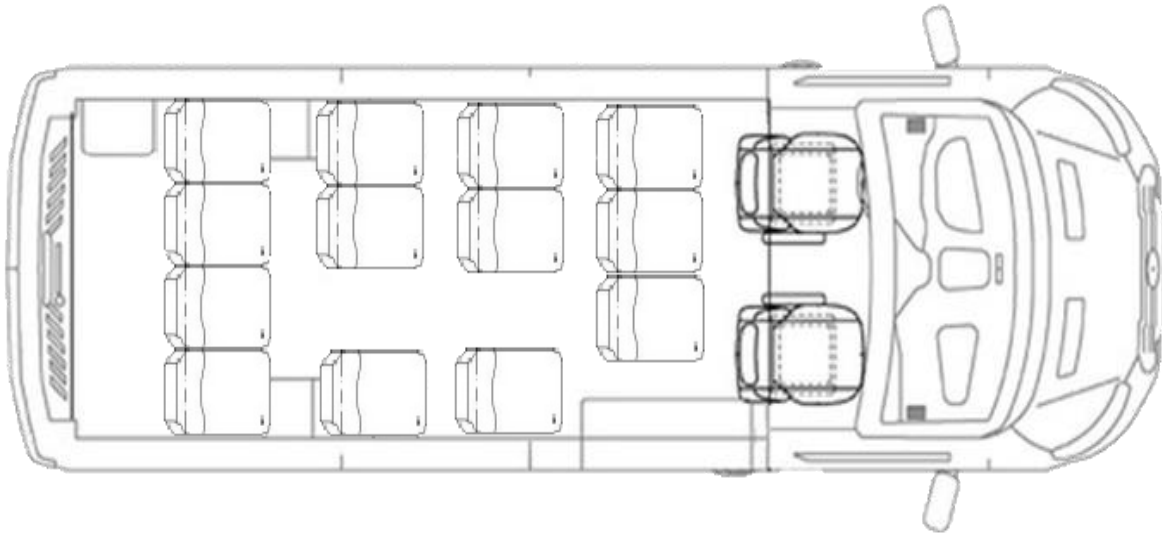




**Class III – 148” Wheelbase, Single Rear Wheels, Thirteen Passenger w/Driver**



**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.**

**FEDERALLY REQUIRED CONTRACT CLAUSES  
(ROLLING STOCK)  
GOVERNING DOCUMENTS  
PURCHASES GREATER THAN \$150,000  
(GRANTS EXECUTED AFTER 12/26/14)**

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## **INSTRUCTIONS**

**About:** This document contains the federally required contract clauses for a rolling stock procurement greater than \$150,000 for grants executed after 12/26/14.

**Applicability:** Some of the attached clauses may or may not apply to your procurement. If you are procuring architectural engineering (A&E) services, materials, etc., other clauses will apply so check the FTA website for more information and applicability. **Federal Circular 4220.1F Third Party Contracting Requirements Appendix D** has a handy chart listing the federal model contract clauses, certifications, reports, forms, and their applicability:

[www.transit.dot.gov/funding/procurement/third-party-procurement/third-party-contracting-requirements-fta-c-42201f](http://www.transit.dot.gov/funding/procurement/third-party-procurement/third-party-contracting-requirements-fta-c-42201f)

Complete list of Federal required and other model contract clauses:

[www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses](http://www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses)

**Transit Agency Instructions:** Read all the contract clauses and verify if they apply to your procurement. Insert your transit agency's **legal name** where applicable (parts 15, 19, and 21). Insert the applicable clauses in your request for proposal (RFP) or invitation for bid (IFB) or purchase order (if purchasing an applicable State Vehicle Purchasing Program vehicle). The bidder/vendor shall sign all applicable clauses and return to the procuring agency. If this is local purchase, attach the clauses, including the winning bidder/vendor signed sections, in your third party contract to be submitted to MDOT. Copies should be filed with the procuring agency. If this is a State Vehicle Purchasing Program vehicle purchase, keep on file, at the procuring agency, all clauses and vendor signed sections with the purchase order.

**NOTE:** If a bidder/vendor does not agree to all applicable Federal clauses/terms then the transit agency shall not procure the product from the bidder/vendor.

**Bidder/Vendor Instructions:** If applicable, complete sections 1, 5, 6, 7, and 20 and return to the procuring transit agency.


**1. BUY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.***Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 09/25/18Signature Company Name Hoekstra Transportation Inc.Title Commercial Products Manager*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

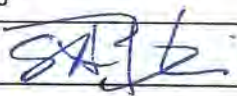


**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date 09/25/18

Signature 

Company Name Hoekstra Transportation Inc.

Title Commercial Products Manager

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**2. CARGO PREFERENCE REQUIREMENTS 46 U.S.C. 1241/46 CFR Part 381**

**Use of United States-Flag Vessels** - The contractor agrees:

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

**3. ENERGY CONSERVATION REQUIREMENTS** 42 U.S.C. 6321 et seq./49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**4. CLEAN WATER REQUIREMENTS** 33 U.S.C. 1251

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 for grants executed after 12/26/14 financed in whole or in part with Federal assistance provided by FTA.

**5. BUS TESTING** 49 U.S.C. 5323(c)/49 CFR Part 665


The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

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

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

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date 09/25/18

Signature 

Company Name Hoekstra Transportation Inc.

Title Commercial Products Manager

**6. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS 49 U.S.C. 5323/49 CFR Part 663**

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.


**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$150,000 for grants executed after 12/26/14.)*



Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date 09/25/18Signature Company Name Hoekstra Transportation Inc.Title Commercial Products ManagerCertificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**7. LOBBYING** 31 U.S.C. 1352/49 CFR Part 19/49 CFR Part 20

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$150,000 or more for grants executed after 12/26/14 shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$150,000 for grants executed after 12/26/14)*



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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Hoekstra Transportation Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Steve Bolin

Name and Title of Contractor's Authorized Official

09/25/18

Date

**8. ACCESS TO RECORDS AND REPORTS** 49 U.S.C. 5325/18 CFR 18.36 (i)/49 CFR 633.17

The following access to records requirements apply to this Contract:

- (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents,

papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- (2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000 for grants executed after 12/26/14.
- (3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- (7) FTA does not require the inclusion of these requirements in subcontracts.

### REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<b>I. State Grantees</b>						
a. Contracts below SAT \$150,000 for grants executed after 12/26/14	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$150,000 for grants executed after 12/26/14/Capital Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<b>II. Non State Grantees</b>						
a. Contracts below SAT \$150,000 for grants executed after 12/26/14	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$150,000 for grants executed after 12/26/14/ Capital Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

## Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)<sup>2</sup> 49 CFR 633.17<sup>3</sup> 18 CFR 18.36 (i)



**9. FEDERAL CHANGES** 49 CFR Part 18

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

**10. CLEAN AIR** 42 U.S.C. 7401 et seq/40 CFR 15.61/49 CFR Part 18

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 for grants executed after 12/26/14 financed in whole or in part with Federal assistance provided by FTA.

**11. RECYCLED PRODUCTS** 42 U.S.C. 6962/40 CFR Part 247/Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES****No Obligation by the Federal Government.**

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS** 31 U.S.C. 3801 et seq. /49 CFR Part 31 18 U.S.C. 1001/49 U.S.C. 5307

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the

truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**14. TERMINATION** 49 U.S.C. Part 18/FTA Circular 4220.1F

- a) **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b) **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.  
If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- c) **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by

Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d) **Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e) **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f) **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- g) **Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

- h) **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or

if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and 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. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- 1) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
  - a) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- i) **Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- j) **Termination for Convenience or Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the



Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

49 CFR Part 29/Executive Order 12549/Executive Order 12689/31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327)

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the MDOT \_\_\_\_\_. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MDOT \_\_\_\_\_, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



**16. PRIVACY ACT REQUIREMENTS 5 U.S.C. 552**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**17. CIVIL RIGHTS REQUIREMENTS 29 U.S.C. § 623, 42 U.S.C. § 2000/42 U.S.C. § 6102, 42 U.S.C. § 12112/42 U.S.C. § 12132, 49 U.S.C. § 5332/29 CFR Part 1630/41 CFR Parts 60 et seq.**

The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **18. BREACHES AND DISPUTE RESOLUTION** 49 CFR Part 18/FTA Circular 4220.1F

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an

approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26**

- a. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the MDOT \_\_\_\_\_ deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- b. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). Accordingly, as a condition of permission to bid, a certification must be completed and submitted with the bid. A bid which does not include certification may not be considered.

**20. DBE TRANSIT VEHICLE MANUFACTURER CERTIFICATION**

Mobility Trans \_\_\_\_\_ (Name of Manufacturer), a TVM, hereby certifies that it has complied with the requirement of Section 26.49 of 49 CFR, Part 26 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year 2018 \_\_\_\_\_ (October 1, 2017 \_\_\_\_\_ to September 30, 2018 \_\_\_\_\_) and have been approved or not disapproved by FTA. Hoekstra Transportation Inc. \_\_\_\_\_ (Name of Contract Vendor), hereby certifies that the manufacturer of the transit vehicle to be supplied Mobility Trans \_\_\_\_\_ (Name of Manufacturer) has complied with the above referenced requirement of Section 26.49 of 49 CFR Part 26.

Signature \_\_\_\_\_

Date 09/25/18 \_\_\_\_\_

Title Commercial Products Manager \_\_\_\_\_

Manufacturer Mobility Trans \_\_\_\_\_

**21. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**  
FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any

MDOT requests which would cause  
MDOT to be in violation of the FTA

terms and conditions.

**Schedule D – Affidavit for Driver Delivery**

**FULL SIZE NON-LIFT AND LIFT VANS**

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

\_\_\_\_\_  
9-18-18  
Date

\_\_\_\_\_  
Commercial Products Manager  
Title

\_\_\_\_\_  
Hoekstra Transportation Inc.  
Contractor



**Authorized Michigan Transit Agencies For Purchase on  
the State of Michigan Vehicle Purchasing Program  
9/2018**

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



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

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



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

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

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

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

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

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

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

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



# STATE OF MICHIGAN

Contract No. 190000000220

## Full-size Van Non-Lift and Lift Transit Buses

### SCHEDULE F EQUIPMENT CHECKLIST

I BODY SPECIFICATIONS				
		Item	Product Name and Model	Size, Material, and/or Type
A.		General design and construction	Class 1 - Dodge Caravan SE  Class 2-4 - MobilityTRANS Model- FlexTrans	OEM Minivan and Conversion and upfit of 18', 20', 22' Ford Transit Wagons
B.		Interior – Color	Grey, Black	Quality Ford Wagon & Dodge OEM interior of Grey ABS with some black ABS insert panels.
C.		Flooring	Gerfloor	Plywood subfloor with Gerfloor Transit Flooring. All edges caulked.
D.		Gauges	OEM	Chassis item
E.		Fare box	Diamond	Model NV with additional vault
F.		Bumpers	OEM	Chassis item
G.		Mud Flaps and Splash Guards	OEM	OEM Dodge and 4 top quality Ford mud flaps designed for Ford Transit vans inc. wider DRW models
H.		Towing	OEM	Rear tow eyes (hooks)
I.	1.	Undercoating	Tectyl Ford and OEM recommended Dodge	Black rubberized
	2.	Rustproofing	OEM	OEM chassis item
J.	1.	Interior mirrors	OEM / Rosco	Visor vanity mirror & optional Rosco mirror
	2.	Sun visors	OEM	OEM chassis item
K.		Exterior Mirrors	OEM	OEM chassis item
L.	1.	Seats – Driver	OEM	OEM chassis item
	2.	Seats – Passenger	OEM / Freedman	OEM Class 1 - Dr. & Frt. Bucket-Ford, rear of B pillar- Freedman Go-ES 3-point, Compliant fabrics and vinyl covers match MDOT buses all other classes
	3.	Seats – Fold-up	OEM / Freedman	OEM Class 1 - Freedman Go-ES 3-point. Compliant fabrics and vinyl covers match MDOT buses all other classes
	4.	Seats – Flip-up	OEM / Freedman	Freedman Go-ES 3-point. Compliant fabrics and vinyl covers match MDOT buses
M.		Interior lighting – LED	OEM / G.E.	OEM interior lights with G.E. LED bulbs
N.		Exterior lighting - LED	OEM	OEM. LED not specified.
O.	1.	Heating / ventilating – Front System	OEM	OEM chassis item. Access port under hood
	2.	Heating / ventilating – Rear System	OEM	OEM chassis item. Access port under hood
P.		Windows	OEM	OEM chassis item
Q.		Paint	OEM	OEM base and optional colors. Including some metallic colors
R.		Lift (platform type)	Braun	Rear- Braun Century II, 1000 lb. 37 X 54(51)
S.		Type II Lift 800#	Braun	Braun Century II or optional Millennium (powered barrier)
T.		Folding Platform Lift 800#	Braun	Braun Vista

U.		Alternate Lift Manufacturer	Ricon	Titanium S, Titanium K, Klearview, S model		
II	WHEELCHAIR SECUREMENT AREA					
		Item	Product Name and Model	Size, Material, and/or Type		
A.		Wheelchair securement	Q-Straint Deluxe QRT 360 system	ADA, SAE J-2249, and WC 18 compliant		
B.		Wheelchair restraints	Q-Straint Deluxe 360 system	Includes height adjusting shoulder harness		
C.		Restraint storage system	Q-Straint / MobilityTrans	Under seat storage system or Aluminum storage boxes - Agency choice		
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	Dodge Caravan SE	Ford Transit	Ford Transit	Ford Transit
B.		Tilt Wheel/Power Steering	Dodge OEM	Ford OEM	Ford OEM	Ford OEM
C.		Wheelbase(s)		130” SRW	148” SRW	148” DRW
D.		Engine - Gas	3.6L V6	3.7L V8	3.7L V8	3.7L V8
E.		Transmission	6 speed Auto	6 speed OD	6 speed OD	6 speed OD
F.		Alignment	Done prior to delivery to customer	Done after conversion at MobilityTrans	Done after conversion at MobilityTrans	Done after conversion at MobilityTrans
G.	1.	Gross Vehicle Weight Rating (GVWR)	6050 GVWR	8,550 GVWR	9,000 to 9250 GVWR	10,360 GVWR
	2.	Front axle rating	n/a	4130	4130	4130
	3.	Rear axle rating	n/a	5070	5730	6720
H.		Differential	3.16	3.73	3.73	4.10
I.		Battery	730 amp maintenance free OEM	70 amp hour, dual batteries included when a wheelchair lift is ordered	70 amp hour, dual batteries included when a wheelchair lift is ordered	70 amp hour, dual batteries included when a wheelchair lift is ordered
J.		Battery Cables and Grounds	Dodge OEM	Ford OEM	Ford OEM	Ford OEM
K.		Alternator	160 amp OEM standard	220 with all engines but diesel, 210 with diesel	220 with all engines but diesel, 210 with diesel	220 with all engines but diesel, 210 with diesel
L.		Engine Fast Idle	N/A	In-Power, compatible with gaseous fuels	In-Power, compatible with gaseous fuels	In-Power, compatible with gaseous fuels
M.		Brakes	4 – wheel disc	4-wheel disc	4-wheel disc	4-wheel disc
N.		Fuel tank capacity	20 gallons	25 gallons	25 gallons	25 gallons
O.		Hazard flashers	Dodge	Ford	Ford	Ford

<b>P.</b>		Shock absorbers	<b>Dodge gas shocks</b>	<b>Ford gas shocks</b>	<b>Ford gas shocks</b>	<b>Ford gas shocks</b>
<b>Q.</b>	1.	Suspension - Front	<b>Touring Tuned OEM</b>	<b>Independent MacPherson Strut</b>	<b>Independent MacPherson Strut</b>	<b>Independent MacPherson Strut</b>
	2.	Suspension - Rear	<b>Touring Tuned OEM</b>	<b>Solid axle, multi leaf spring, gas filled shock absorbers</b>	<b>Solid axle, multi leaf spring, gas filled shock absorbers</b>	<b>Solid axle, multi leaf spring, gas filled shock absorbers</b>
<b>R.</b>		Stabilizer	<b>OEM Equip.</b>	<b>Front stabilizer bar</b>	<b>Front stabilizer bar</b>	<b>Front stabilizer bar</b>
<b>S.</b>		Wheels	<b>17" Steel w/cover</b>	<b>16" Steel, silver</b>	<b>16" Steel, silver</b>	<b>16" Steel, silver</b>
<b>T.</b>		Tires	<b>P225/65R 17 BSW all season tour</b>	<b>All-season steel belted radials</b>	<b>All-season steel belted radials</b>	<b>All-season steel belted radials</b>
<b>U.</b>		Spare Tire – Steer Axle	<b>Std. matching spare fits both axles</b>	<b>Std. matching spare fits both axles</b>	<b>Std. matching spare fits both axles</b>	<b>Std. matching spare fits both axles</b>
<b>V.</b>		Spare Tire – Drive Axle	<b>Std. matching spare fits both axles</b>	<b>Std. matching spare fits both axles</b>	<b>Std. matching spare fits both axles</b>	<b>Std. matching spare fits both axles</b>
<b>W.</b>		Drive shaft	<b>Dodge OEM</b>	<b>Ford with Ford OEM guard</b>	<b>Ford with Ford OEM guard</b>	<b>Ford with Ford OEM guard</b>
<b>X.</b>		Wipers / Horn	<b>Dodge Int. wipers with dual horn</b>	<b>Ford, Int. wipers with dual horn</b>	<b>Ford, Int. wipers with dual horn</b>	<b>Ford, Int. wipers with dual horn</b>
<b>Y.</b>		Radiator and cooling system	<b>Dodge OEM heavy duty cooling</b>	<b>Inc's transmission cooler, 583 sq. in. radiator, 21,6 fins per sq. in, 12.4 quart capacity, twin electric fans</b>	<b>Inc's transmission cooler, 583 sq. in. radiator, 21,6 fins per sq. in, 12.4 quart capacity, twin electric fans</b>	<b>Inc's transmission cooler, 583 sq. in. radiator, 21,6 fins per sq. in, 12.4 quart capacity, twin electric fans</b>
<b>Z.</b>		Fluids	<b>Use only Dodge recommended fluids outlined in Owner's manual.</b>	<b>Use only Ford recommended fluids outlined in Owner's manual.</b>	<b>Use only Ford recommended fluids outlined in Owner's manual.</b>	<b>Use only Ford recommended fluids outlined in Owner's manual.</b>
<b>AA.</b>		Engine Cover/Trim	<b>OEM, ABS with cupholder</b>	<b>OEM, ABS with cupholder</b>	<b>OEM, ABS with cupholder</b>	<b>OEM, ABS with cupholder</b>
<b>BB.</b>		Exhaust system	<b>Dodge Stainless Steel</b>	<b>Ford Stainless Steel</b>	<b>Ford Stainless Steel</b>	<b>Ford Stainless Steel</b>

IV	OTHER ITEMS			
		Item	Product Name and Model	Size, Material, and/or Type
A.	1.	Safety – Fire extinguisher	New Life, 1014509	5 pounds, refillable
	2.	Safety – Reflective triangles	New Life, 1013303	3 triangles with box
	3.	Safety – Reverse alarm	Ford OEM	Chassis item
	4.	Safety-Rear door alarm	MobilityTRANS	Installed in-house
	5.	Safety- Exterior height (clearance) decal	H.D. Premium grade vinyl	Height will be shown

	6.	Safety-Lift interlock system	In-Power	This brand chosen for compatibility with gaseous fuel systems.
	7.	Safety-Warning/engine shutdown system (if equipped)	OEM	Chassis item
	8.	Safety-Headlight control	OEM	Chassis item
	9.	Lift circuit breaker	Braun	80 amp
	10.	12-volt power point	OEM	Chassis item
	11.	Wire coding and harnesses	OEM or MobilityTRANS	Color keyed and labeled
	12.	Electrical panel	OEM	Under dash
	13.	Wiring support	OEM. Other wiring loomed and R-clipped every 18"	OEM or sized per equipment mfg. guidelines
	14.	Wiring grounds and capacity	OEM and MobilityTRANS	Wiring grounded & sized per equipment mfg. guidelines
	15.	Constant run solenoid	OEM	Chassis item
	16.	Circuit capacity & function	OEM and MobilityTRANS	Capacities determined by Ford or equipment manufacturer
	17.	Wiring protection	OEM and MobilityTRANS	OEM, equipment manufacturer or in-line fuses
	18.	Wiring routing	OEM and MobilityTRANS	Headliner or sidewalls
	19.	Wiring connections	OEM and MobilityTRANS	OEM or soldered and covered
<b>V</b>	<b>EQUIPMENT OPTIONS</b>			
<b>A.</b>		Alternate Adjustable Seating and Floor System	Fenton Mobility	Abilitrax Floor system. Optional "step n lock" seat base with flip seat bottom must be added for each seat ordered
<b>B.</b>		Alternate Lift with Power Sliding Side Door	Fenton Mobility	Includes Fenton Mobility "Shift n Step", LH & RH grab bars, painted step and power sliding door. Must add a wheelchair lift.
<b>C.</b>		Power Sliding Side Cargo Door	Fenton Mobility Power Sliding Door	Power sliding doorway system only
<b>D.</b>		Emergency Roof Exit	SMI Transpec	Includes hatch ajar light on dashboard
<b>E.</b>		Cross View Mirror	Rosco	Mounted on right front fender
<b>F.</b>		Destination Sign - LED	Trans-Sign	Includes front destination sign with painted to match housing and side destination sign
<b>G.</b>		Handrails, stanchions	Bentech	LH and RH sides included, Yellow
<b>H.</b>		Donation box (in lieu of standard farebox – deduct)	Diamond	5" X 5" with Stanchion pole
<b>I.</b>		Running Boards	OEM or MobilityTRANS	OEM or H.D. galvanized expanded steel

<b>J.</b>		Farebox	<b>Diamond model NV</b>	<b>With stanchion pole and light</b>
<b>K.</b>		Farebox Electrical Prep Only (less standard farebox-deduct)	<b>Power wire for Farebox lamp</b>	<b>Ran under drivers seat with 5 ' extra wire</b>
<b>L.</b>		Limited Slip Differential	<b>OEM</b>	<b>Also called Positraction</b>
<b>M.</b>	1.	Paint - Different Full body	<b>OEM</b>	<b>Several colors to choose from including metallics.</b>
	2.	Reflective 6" Vinyl Belt Stripe	<b>3M</b>	<b>Completely encircles the van</b>
<b>N.</b>	1.	Lift – Type II – 800# Capacity, Powered outer barrier (in lieu of standard lift)	<b>Braun Century II</b>	<b>34 X 54 (51 with mid roof)</b>
	2.	Lift - Folding Platform 800# Capacity (in lieu of standard lift)	<b>Braun Vista</b>	<b>Platform folds in half, vertically</b>
	3.	Alternate Standard Lift Manufacturer	<b>Ricon</b>	<b>S model, Titanium S, Titanium K, Klearview</b>
<b>O.</b>	1.	Wheelchair Single Point Securement System (in lieu of one standard L-Track position)	<b>No standard tiedown system to upgrade from</b>	<b>Customers can choose from options when selection is accessible.</b>
	2.	Additional Wheelchair Position – L Track System	<b>Q-Straint Deluxe QRT 360</b>	<b>WC18, ADA, SAE and J2249 compliant. Includes stainless steel L pod anchorages</b>
	3.	Additional Wheelchair Position – Single Point System	<b>Q-Straint Deluxe QRT 360</b>	<b>WC18, ADA, SAE and J2249 compliant. Includes “Slide n Click” anchorages.</b>
<b>P.</b>		Two-way radio prep package	<b>MobilityTRANS</b>	<b>Wiring and conduit</b>
<b>Q.</b>	1.	Radio - AM/FM stereo system w/ six speakers	<b>Dodge or Ford</b>	<b>With speakers, 4 sq. in display, Fade to rear speakers, clock</b>
	2.	Public Address System Only w/ two speakers	<b>R.E.I.</b>	<b>Includes 2 stand alone speakers</b>
<b>R.</b>		Entrance Stepwell Heater (Bi-fold Entrance Door Only)	<b>Lighthouse model Warm Welcome</b>	<b>With dash lamp to indicate operation</b>
<b>S.</b>		Bi-fold Entrance Door	<b>MobilityTRANS</b>	<b>A &amp; M electric door and motor, exterior key pad, driver button, 9" high and deep coved steps. LED step lamp, RH &amp; LH yellow handrails, retains safety side curtain airbags, composite exterior door surround</b>
<b>T.</b>		Handrails & Stanchions	<b>Bentech</b>	<b>RH &amp; LH, Yellow</b>
<b>U.</b>	1.	Seats – Rear Five Place Passenger	<b>Freedman single seat per approved equals/questions</b>	<b>D90 vinyl or cloth, optional “Shift N Step” seat base required for optional Alternate Abilitrax floor system</b>
<b>V.</b>	2.	Seats - Forward Facing Standard Double Seat	<b>Freedman double fixed seat</b>	<b>D90 vinyl or cloth, Not compatible with optional Alternate Abilitrax Floor system</b>
	3.	Seats – Forward Facing Double Fold-A-Way	<b>Freedman double Fold-A-Way seat</b>	<b>D90 vinyl or cloth, Not compatible with</b>

				optional Alternate Abilitrax Floor system
	4.	Seats – Double Flip-Up	Freedman Double Flip Up seat	D90 vinyl or cloth, Not compatible with optional Alternate Abilitrax Floor system
	5.	Seats- Double w/Single Integrated Child Seat (ICS)	Freedman double fixed seat with aisle side Integrated Child seat	D90 vinyl or cloth, Not compatible with optional Alternate Abilitrax Floor system
	6.	Seats- Double w/Double Integrated Child Seat (ICS)	Freedman double fixed seat with double Integrated Child seat	D90 vinyl or cloth, Not compatible with optional Alternate Abilitrax Floor system
W.		Driver’s Power Seat Base (Class One)	Dodge OEM	OEM 6 way power seat. See bidders notes for Class 2-4
X.	1.	Alt Engine – Propane	I.C.O.M.	LPG – ICOM Brand – Largest available is 28 GGE Class 4  Largest available is 19 GGE Others
	2.	Alt Engine – CNG	A-1 Alternative Fuel systems	CNG – A1 Corporation - Largest available for passenger vehicle is 23 GGE
	3.	Alt Engine – Diesel	Ford OEM / NA for Dodge	I-5 3.2L diesel turbo charged diesel engine
Y.		Back-Up Sensor System	OEM	Integrates with back-up camera
Z.	1.	Video Surveillance – Two Camera System	R.E.I.	2 camera system with 1TB HD – 6 channel
	2.	Video Surveillance - Four Camera System	R.E.I.	4 camera system with 1TB HD – 6 channel
	3.	Video Surveillance - Six Camera System	R.E.I.	6 camera system with 1TB HD – 12 channel
	4.	Video Surveillance - DVR System Upgrade	R.E.I.	2TB upgrade
	5.	Video Surveillance – Extra Interior Cameras	R.E.I.	Same as system cams
	6.	Video Surveillance – Extra Exterior Cameras	R.E.I.	Same as system cams
	7.	Video Surveillance Preparation Package	MobilityTRANS	Wiring for 4 Cams and DVR – other items extra
AA.		Bike Rack	Byk-Rak	Stainless steel, stores 2, 48” WB bicycles. Removable, replaceable parts. Can be upgraded to accept fat tire bicycles.
VI	EXCEPTIONS - List all exceptions in the space below:			
No exceptions noted. Due to the stark differences between Class 1 and the Class 2-4 vehicles there are options that simply don’t apply to the Class 1. I have listed the available options in the bidders notes below. Also, take note in our Introduction and Letter of Transmittal comments referencing the unclear Buy America status of the Class 1 Dodge Caravan.				

VII	BIDDER COMMENTS
	<ol style="list-style-type: none"> <li>1. The Ford Motor Company Mobility Concession of \$1000 is included in the pricing of our bid.</li> <li>2. Our pricing includes the .25% admin fee required with this RFP.</li> <li>3. On Schedule G – Pricing Models E4 &amp; F4 are not available from the OEM. Bid as N/A.</li> <li>4. Option #2 Alternate Lift with Power Sliding Door 1000# capacity includes: Shift-n-Step system, Power Slider Door, Grab Handles, Entry Step – The lift of choice must be selected from the various lift options.</li> <li>5. The Farebox(s), Donation Box and Farebox Prep have all been priced out individually as there is no “standard farebox” to deduct from.</li> <li>6. The pricing of the LIFT options include more than just the lift. We have included all of the options needed to become an ADA accessible vehicle from the fully seated base vehicles in the LIFT costs. <u>These include:</u> Wheelchair Lift, Fast Idle/Interlock, ADA Decals, ADA lighting, dual batteries, lift circuit, etc.</li> <li>7. The Alternate Lift Manufacture price is in addition to the customers lift style choice giving them flexibility on the type they want.</li> <li>8. We have priced both L style and Single Point style restraints as there are no standard restraints in the base.</li> <li>9. The AM/FM Stereo and Speakers are Standard and thus no additional cost.</li> <li>10. There are no Forward Facing Double Fold-a-Way seats in the standard base vans so this DEDUCT is n/a or \$0. We have provided pricing to add them.</li> <li>11. There are no Double Flip seats in the standard base vans so this DEDUCT is n/a or \$0. We have provided pricing to add them.</li> <li>12. The power driver seat says Class 1 only but our price is good for all classes as we believe that was the intent.</li> <li>13. There are many options that are not applicable for the Class 1 Dodge Caravan. These are the options that <u>are</u> available to Class 1: <ul style="list-style-type: none"> <li>#3 Power Sliding Door,</li> <li>#7 Donation Box,</li> <li>#8 Running Boards,</li> <li>#9 Farebox,</li> <li>#10 Farebox Prep,</li> <li>#12-14 Paints &amp; Vinyl,</li> <li>#24 AM/FM Stereo,</li> <li>#25 PA,</li> <li>#57 Power Driver Seat,</li> <li>#61 Back-up Sensor,</li> <li>#62-68 Video systems.</li> </ul> </li> </ol>

# STATE OF MICHIGAN

Contract No. 190000000220

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

## **SCHEDULE G 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: **.5 %** discount off invoice if paid within **10** 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 MEDIUM CLASS OF BUSES SPECIFICATION Minimum 4 Years/100,000 Miles**

Company Name:	Hoekstra Transportation Inc.		
Address:	3741 Roger B Chaffee Blvd, Grand Rapids, MI 49548		
Preparer's Name:	Steve Bolin		
Inspection Facility:	Hoekstra Transportation Inc.		
Address of Inspection Facility:	3741 Roger B Chaffee Blvd, Grand Rapids, MI 49548		
<b>I</b>	<b>COST MODEL</b>		
	<b>Qty</b>	<b>Description</b>	<b>Michigan Public Transit Authorities Unit Price</b>
		<b>Base Van Floor Plans – Class One</b>	
<b>A.</b>		<b>Class I - 104.8" - 120.6" W.B. – Vinyl Seat Covers</b>	
	1	6 passenger plus driver - without lift	<b>\$29,533.00</b>
<b>B.</b>		<b>Class I - 104.8" - 120.6" W.B. – Fabric Seat Covers</b>	
	1	6 passenger plus driver - without lift	<b>\$27,509.00</b>
<b>C.</b>		<b>Class II – 130" W.B. – Vinyl Seat Covers</b>	
	1	10 passenger plus driver low roof without lift	<b>\$33,850.00</b>
	1	10 passenger plus driver medium roof without lift	<b>\$37,330.00</b>
<b>D.</b>		<b>Class II – 130" W.B. – Fabric Seat Covers</b>	
	1	10 passenger plus driver low roof without lift	<b>\$34,013.00</b>



	1	10 passenger plus driver medium roof without lift	\$37,493.00
<b>E.</b>		<b>Class III – 148" W.B. – Vinyl Seat Covers</b>	
	1	13 passenger plus driver low roof without lift	\$37,764.00
	1	13 passenger plus driver medium roof without lift	\$41,245.00
	1	13 passenger plus driver high roof without lift	\$42,520.00
	1	13 passenger plus driver high roof extended length without lift	\$0.00
<b>F.</b>		<b>Class III – 148" W.B. – Fabric Seat Covers</b>	
	1	13 passenger plus driver low roof without lift	\$37,950.00
	1	13 passenger plus driver medium roof without lift	\$41,430.00
	1	13 passenger plus driver high roof without lift	\$42,706.00
	1	13 passenger plus driver high roof extended length without lift	\$0.00
<b>G.</b>		<b>Class IV – 148" W.B. – Dual Rear Wheel - Vinyl Seat Covers</b>	
	1	14 passenger plus driver high roof extended length without lift	\$43,350.00
<b>H.</b>		<b>Class IV – 148" W.B. – Dual Rear Wheel - Fabric Seat Covers</b>	
	1	14 passenger plus driver high roof extended length without lift	\$43,552.00
<b>I.</b>		<b>Equipment Options</b>	
1	1	Alternate Adjustable Seating and Floor System	\$6,416.00
2	1	Alternate Lift with Power Sliding Side Door 1,000 pound capacity	\$9,023.00
3	1	Power Sliding Side Cargo Door	\$2,506.00
4	1	Emergency Roof Exit	\$301.00
5	1	Cross View Mirror	\$301.00
6	1	Destination Sign - LED	\$5,013.00
7	1	Donation box (in lieu of farebox – deduct)	\$301.00
8	1	Running Boards	\$752.00
9	1	Farebox	\$1,805.00
10	1	Farebox Electrical Prep Only (less farebox- deduct)	\$50.00
11	1	Limited Slip Differential	\$401.00
12	1	Paint - Different Full body	\$150.00
13	1	Paint - One 6" Stripe	\$602.00
14	1	Reflective 6" Vinyl Belt Stripe	\$401.00
15	1	Lift – Type I – (34 inch wide 800 pound capacity side mounted)	\$4,010.00
16	1	Lift – Type I – (37 inch wide 1,000 pound capacity rear mounted)	\$5,313.00
17	1	Lift – Type II – 800 pound Capacity, Powered outer barrier (in lieu of type I lift)	\$4,912.00
18	1	Lift - Folding Platform 800# Capacity (in lieu of lift)	\$4,511.00
19	1	Alternate Lift Manufacturer	\$501.00
20	1	Wheelchair Single Point Securement System (in lieu of one L-Track position)	\$977.00
21	1	Additional Wheelchair Position – L Track System	\$902.00
22	1	Additional Wheelchair Position – Single Point System	\$977.00
23	1	Two-way radio prep package	\$201.00
24	1	Radio - AM/FM stereo system w/6 speakers	\$0.00
25	1	Public Address (PA) System Only w/ two speakers	\$301.00

26	1	Entry Stepwell Heater (Bi-fold Entrance Door Only)	\$501.00
27	1	Bi-fold Entrance Door	\$6,516.00
28	1	Handrails & Stanchions	\$351.00
29	1	Adjustable Flooring Single Forward Facing Flip Seat - Vinyl	\$977.00
30	1	Adjustable Flooring Single Forward Facing Flip Seat - Cloth	\$997.00
31	1	Adjustable Flooring Double Forward Facing - Vinyl	\$902.00
32	1	Adjustable Flooring Double Forward Facing - Cloth	\$942.00
33	1	Seating – Forward Facing Standard Single Seat – Vinyl	\$422.00
34	1	Seating – Forward Facing Standard Single Seat – Cloth	\$440.00
35	1	Seating – Forward Facing Standard Single Seat – Vinyl (Deduct)	-\$422.00
36	1	Seating – Forward Facing Standard Single Seat – Cloth (Deduct)	-\$440.00
37	1	Seating – Forward Facing Standard Double Seat - Vinyl	\$683.00
38	1	Seating – Forward Facing Standard Double Seat - Fabric	\$719.00
39	1	Seating – Forward Facing Standard Double Seat – Vinyl (Deduct)	-\$683.00
40	1	Seating – Forward Facing Standard Double Seat – Fabric (Deduct)	-\$719.00
41	1	Seating – Forward Facing Single Fold-A-Way – Vinyl	\$945.00
42	1	Seating – Forward Facing Single Fold-A-Way – Cloth	\$963.00
43	1	Seating – Forward Facing Double Fold-A-Way - Vinyl	\$1,139.00
44	1	Seating – Forward Facing Double Fold-A-Way - Fabric	\$1,159.00
45	1	Seating – Forward Facing Double Fold-A-Way – Vinyl (Deduct)	\$0.00
46	1	Seating – Forward Facing Double Fold-A-Way –Fabric (Deduct)	\$0.00
47	1	Seating – Double Flip-up – Vinyl	\$835.00
48	1	Seating – Double Flip-up - Fabric	\$1,175.00
49	1	Seating – Double Flip-up – Vinyl (Deduct)	\$0.00
50	1	Seating – Double Flip-up – Fabric (Deduct)	\$0.00
51	1	Seating – Double w/Single Integrated Child Seat (ICS) - Vinyl	\$902.00
52	1	Seating – Double w/Single Integrated Child Seat (ICS) – Fabric	\$938.00
53	1	Seating – Double w/Single Integrated Child Seat (ICS) – Vinyl (Deduct)	-\$902.00
54	1	Seating – Double w/Single Integrated Child Seat (ICS) – Fabric (Deduct)	-\$938.00
55	1	Seating – Double w/Double Integrated Child Seat (ICS) - Vinyl	\$1,126.00
56	1	Seating – Double w/Double Integrated Child Seat (ICS) - Fabric	\$1,162.00
57	1	Driver's Power Seat Base (Class One Only)	\$602.00
58	1	Alt. Engine - Propane	\$11,529.00
59	1	Alt. Engine - CNG	\$11,529.00
60	1	Alt. Engine – Diesel	\$3,709.00
61	1	Back-up Sensor System	\$401.00
62	1	Video Surveillance – Two Camera System	\$2,306.00
63	1	Video Surveillance - Four Camera System	\$2,506.00
64	1	Video Surveillance - Six Camera System	\$3,308.00
65	1	Video Surveillance - DVR System Upgrade	\$702.00
66	1	Video Surveillance – Extra Interior Cameras	\$221.00
67	1	Video Surveillance – Extra Exterior Cameras	\$221.00
68	1	Video Surveillance Preparation Package	\$301.00
69	1	Bike Rack	\$1,404.00