

MA 18P 24072400000000000013
NEW

State of Maine



Master Agreement

Effective Date: 08/23/24

Expiration Date: 07/31/29

Master Agreement Description: Accessible High Roof Conversion Van Gas (ICE) and BEV

Buyer Information

William Allen	207-624-7871	ext.	WJE.Allen@maine.gov
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Issuer Information

Kelly Arata	207-624-3559	ext.	kelly.arata@maine.gov
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Requestor Information

Kelly Arata	207-624-3559	ext.	kelly.arata@maine.gov
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Agreement Reporting Categories

Authorized Departments

17A	TRANSPORTATION
17D	MOTOR TRANSPORT

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000023471

Vendor Name

MODEL 1 COMMERCIAL VEHICLES INC

Alias/DBA

Vendor Address Information

PO BOX 713176

CHICAGO, IL 60677

US

Vendor Contact Information

SHELLY JONES
463-223-9400 ext. 360
arremit@creativebussales.com

Commodity Information

Vendor Line #: 1
Vendor Name: MODEL 1 COMMERCIAL VEHICLES INC
Commodity Line #: 1
Commodity Code: 55600
Commodity Description: Accessible High Roof Conversion Van Gas (ICE) and BEV
Commodity Specifications:
Commodity Extended Description: Accessible High Roof Conversion Van Gas (ICE) and BEV

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
150		
Contract Amount	Service Start Date	Service End Date
0.00	08/23/24	07/31/29
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

David Morris

8/26/2024

2A644AF56894E492

SignatureDate

David Morris, Acting Chief Procurement Officer

MODEL 1 COMMERCIAL VEHICLES INC

Signed by:

Nick Corley

8/25/2024

DA29499C41D747E

SignatureDate

Nick Corley, Transit Bid Manager

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – MA User Information and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Federal Requirements
<input checked="" type="checkbox"/>	MaineDOT Terms and Conditions
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Master Agreement User Information and/or Specifications
MA 240724-136

Commodity: Accessible High Roof Conversion Van Gas (ICE) and BEV

Master Agreement Competitive Bid RFQ: 17A 240315-215

Contract Period: Through July 31, 2029.

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

Name: Patrick Claffey **Tel:** 888-633-8380 **Email:** PClaffey@model1.com

Base Price:

6-2 ICE bid base price \$103,065.00

8-2 ICE bid base price \$104,502.00

6-2 BEV bid base price \$98,120.00

8-2 BEV bid base price \$100,169.00.

Base Price Calculation Producer Price Index Escalator: Buses shall be at the prices quoted. These prices shall remain firm/fixed for any orders issued by the Department within a period of one (1) year of contract award. Future orders will be (Base Order Prices) plus/minus any change which will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category 1413, "Trucks and Bus Bodies". The change in this index will be used to adjust the Base Order Prices.

Note: This is an example only to indicate how the PPI Calculated Pricing will be determined for Option Year Orders.

Simple Percentage Method.

One method of price adjustment is to have the base price changed by the same percentage as the percent change in a selected PPI. To illustrate, suppose that a contract escalation clause called for using the intermediate demand PPI titled Materials and components for manufacturing, not seasonally adjusted. Also suppose that the value of this index was 178.4 for December 2010, the month that corresponds with the base price for escalation, \$1,000 per unit. Twelve months later, when December 2011 data were released and the first stipulated price adjustment was to be made, the index value for December 2011, published mid-January 2012, was 187.7. The percent change represents an increase of 5.2 percent in the index for Materials and components for

manufacturing and a \$52 per unit increase in the price for the escalated product. (See below.)

Index at time of calculation, December 2011: 187.7

Divided by index at time base price was set, December 2010: 178.4

Equals 1.052

Base price \$1,000

Multiplied by 1.052

Equals adjusted price \$1,052

All future releases, including the equipment modification(s), will be priced based upon the new revised Base Award Price.

Quantities: It is understood and agreed that the MA will cover the actual quantities required by the State over the length of the contract.

Ordering Procedures: Delivery Orders (DO) will be created in AdvantageME for all orders.

Delivery and Inspection: The requested items will be inspected after delivery. If shipment is deemed unacceptable the delivery will be refused and will be returned at the risk and expense of the selling vendor.

Delivery Requirement: The delivered vehicles shall be inspected by the Department and the Provider at the Department's Augusta Fleet Services location prior to delivery to the procuring agency at a location determined by the Department and the Provider. Delivery to the Provider "as stated on first page of Invitation to Bid" shall be the responsibility of the Provider. It will be the Provider's responsibility to provide a clean and detailed vehicle to the provider upon delivery, with at least a quarter tank of fuel.

The Provider is required to provide the Department 48-hour notice prior to delivery. Failure to do so could result in delivery delays and possible exclusion from future bidding.

Training: Training for both maintenance and operation on proposed vehicles will be provided by the Provider and the manufacturer at a time and place chosen by the Department and the Provider. All training costs are separate from the bid price and is included as an option price.

Emissions: In accordance with the Maine Department of Environmental Protection Rules Chapter 127 New Motor Vehicle Emission Standards, all new vehicles purchased in Maine and equipped with a heavy-duty diesel engine (HDDE), beginning with Model Year 2012 must be certified to meet California Emissions Standards. Certification of

Compliance (California Certified-NTE-testing) documentation required.

TECHNICAL SPECIFICATIONS

GENERAL

1.1 Purpose

The following specifications are for a high roof dual rear wheel long wheelbase conversion van. The van must be powered by gasoline. Van must be current model transit style compliant with all ADA regulations. Van shall be equipped with a rear entrance wheelchair lift and modified to accept a curbside dual leaf transit style bus door. All body modification must not void any OEM chassis warranties or disable any OEM safety devices. The two floor plans provided in appendix #1 must be bid separately one floor plan will be six (6) ambulatory passengers plus two (2) wheelchair positions. The second-floor plan will be eight (8) ambulatory passengers plus two (2) wheelchair positions. Seating plan desired is described under the Seating section 27.0. These vehicles are to be used to provide transportation services to low income, elderly and/or disabled passengers, children, and general transportation. The following specifications shall also include options for the van to be powered by hybrid or battery electric drivetrain. Some of technical specifications listed in checklist below may not be applicable to the chassis configuration or passenger capacity for hybrid or battery electric drivetrain. The bidder shall propose a van as close to these technical specifications as possible.

1.2 Operating Conditions

The van shall achieve normal operation in ambient temperature ranges of -30° F to 120 F, at relative humidity between 65% and 77%, and at altitudes up to 515 feet above sea level.

1.3 Intent

It is the intent of this specification to describe a vehicle of substantial and durable construction in all respects congruent to practices acceptable to body and chassis manufacturers. Bidder shall submit evidence that the body manufacturer currently holds a "FULLY MEETS" level of compliance with the "Transit Bus Quality Program" of the chassis manufacturer. To ensure the quality of manufacturer and reliability of product support, the bus body manufacturer preferred to be ISO 9001:2000 certified. If applicable the bidder shall submit with bid documentation certifying ISO registration.

1.4 Requirements

The chassis is to be the heaviest duty available with all possible options to make it a heavy-duty vehicle and if applicable shall be Altoona Tested minimum as a 4 Year, 100,000-mile vehicle.

1.5 Completeness

a) Any part or detail which makes the vehicle complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.

(b) The price quoted in any proposal submitted shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications.

Pricing for subsequent model years will be based on current Product Price Index at time of order. Additionally, agency will incur any chassis increases resulting from federally mandated changes.

c) The awarded vendor must deliver the buses at the contracted price at the time the order is placed.

1.6 Conformity

All units or parts not specified shall be manufacturer's best quality and shall conform in materials, design, and workmanship to the best practice known in the automobile industry. All parts shall be new and in no case will used, reconditioned, or obsolete parts be accepted. The parts on all vehicles provided by the same manufacturer shall be interchangeable.

1.7 Materials

All materials used in conversion of the vehicle shall conform in all respects to American Society of Testing Materials, Society of Automotive Engineers, or similar association standards.

1.8 Warranty and Maintenance

The manufacturer's warranty must be provided for the basic vehicle as well as the warranty for any and all modifications. Lift and rust proofing warranties must also be provided. For battery electric and hybrid vehicles, warranties must also be provided for the battery and propulsion systems. Bidder must be able to provide warranty and maintenance service for the vehicle and the modifications in the areas in which the vehicles are to be used.

Bidders located outside this area must be able to arrange maintenance and warranty service agreement with a certified maintenance facility located within these areas. Bidder must be able to provide or assure access to spare or replacement parts (must specify source). The warranty form that has been included in the bid package MUST be filled out completely and sent with the final bid.

1.9 Pre & Post-Delivery Inspections and Pre-Delivery Inspection:

Pre-Manufacturing Meeting:

A pre-manufacturing meeting will be held in Maine with the successful bidder the purpose of this meeting shall be a review of specifications, approve equals the bid and the bidder's build order. Those in attendance may include, but not limited to, representatives from the Department, Provider, and factory representatives (if bidding vendor so chooses)

Pre-Delivery Inspection:

A factory pre-delivery inspection is required after vehicles are 80% completed and before any unit are delivered. Inspection will be completed by State of Maine Department of Transportation representatives or their designated representatives.

Inspectors shall number up to three (3) representatives from MaineDOT. **The cost of the inspection, including round trip airfare and lodging for a period of up to three (3) days, two (2) nights, depending on number of vehicles to be inspected. All costs shall be separate of the vehicle bid price.** Separate Pricing Per Person.

Maine Department of Transportation also reserves the right, at no cost to the bidder, to send factory inspectors to the factory at any time during the building of these vehicles.

Post-Delivery Inspections:

Upon delivery of each vehicle at the procuring agency desired location (Fleet Services Augusta). State of Maine Department of Transportation representatives and end user agency will perform a post-delivery inspection. State of Maine Department of Transportation representative will create a letter of non-acceptance with furnish details of the deficiencies.



DBA Creative Bus Sales, Inc.

MODEL 1 COMMERCIAL VEHICLES

9225 Priority Way W. Dr.

Suite 300

Indianapolis, IN 46240

DELIVERY SCHEDULE

State of Maine High Roof Conversion Vans, RFQ #17A 240315-215

State of Maine Proposed Delivery Schedule – Model 1 Commercial Vehicles, Inc.

Please note that Model 1's ownership and management team has set aside production slots and made a commitment to support Maine DOT and its agencies in their procurement of vehicles.

Model 1 accepts the \$100 per day liquidated damages and is committed to delivering all vehicle types no more than 150 days after receipt or order (with most deliveries occurring earlier based on vehicle type).

Understanding the ongoing production crisis and supply chain issues with the resultant effects downstream on end-users, Model 1 feels committed, timely deliveries are a crucial component of procurement decisions in today's environment and we fully stand behind our offerings.

ICE (Internal Combustion Engine) Gas Ford Transit Vans:

- New orders delivered within **120-150 days ARO** (after receipt of order)

Electric Ford eTransit Vans:

- New 2024 eTransit orders delivered within **120-150 days ARO** (after receipt of order)
- Existing stock 2022-2023 eTransit orders delivered within **45 days ARO** (after receipt of order)

Accessible High Roof Conversion Van - Gas, Hybrid and Electric

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. **Enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must explain each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive. The award will be made on a best-value basis to the vendor that either meets or most closely meets the specifications while considering price and delivery times.

One checklist must be filled out per vehicle propulsion type being bid. In the table below select which propulsion system is being bid. If a bidder is submitting multiple propulsion types, fill out a new checklist for each propulsion type. Any supporting documents and required bid documents shall be submitted separately per vehicle propulsion type.

Gasoline Propulsion	X
Battery Propulsion	
Hybrid Propulsion	

The following abbreviations must be used in the abbreviation column	
Standard or as Specified	X
Not Available	N/A
Dealer Installed	DI
Approved Equal	AE
Not Applicable to the Proposed Drivetrain	NAPD

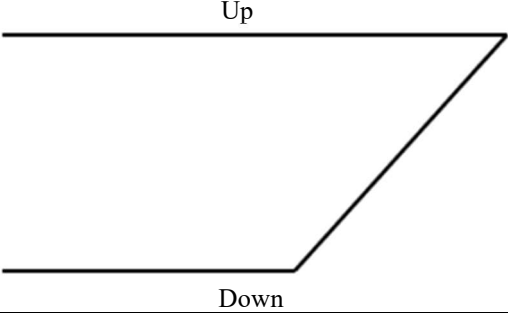
	2.0 DIMENSIONS	Abbreviation	Actual Dimension	Notes
2.1	Wheelbase – 147” minimum	X	148"	
2.2	Overall height – 115” maximum	X	107.7"	

2.3	Overall length – 260” minimum	X	263.9"	
2.4	Interior length – 169” minimum from behind driver to rear wall	X	170.2"	
2.5	Exterior width – 98” maximum including mirrors	X	97.4"	
2.6	Interior width – 65” minimum at the floor line	X		
2.7	Interior height – 76” minimum at center aisle	X		
2.8	Entrance door – 32” width clear opening (30" between the handrails) and 75" height	AE	28.5"	
2.9	First step – 9.5” maximum ground to first step	X		
2.10	Step tread depth – 9” minimum	AE	8.5"	
2.11	Step tread width – 32” minimum	X		
2.12	Step riser height – 9” maximum	X		
2.13	GVWR – 10,360 lbs. minimum	X		
2.14	Knee room – 28” minimum hip to knee	X		
	3.0 CHASSIS	Abbreviation	Actual Dimension	Notes
3.1	Chassis shall be a current model year, dual rear wheel commercial chassis, and must meet current Federal and State emissions standards.	X		
3.2	The vehicle shall include OEM manufacturer standard driver and passenger (copilot) front airbag and rear passenger side curtain airbags. Manufacturer airbags must not be disabled.	X		

	4.0 GAS POWER PLANT	Abbreviation	Actual Dimension	Notes
4.1	Engine shall be a gas V6 non-turbo with spin-on throw away type oil filter and a disposable dry air cleaner.	X		
4.2	Engine compartment and cover shall be OEM insulated from the passenger compartment to minimize heat, fumes, and interior noise.	X		
4.3	Engine shall be equipped with an engine oil cooler and an OEM engine block heater.	X		
4.4	Transmission shall be an electronic 6-speed minimum with overdrive and shall be removable without disturbing engine drive.	X		
	BATTERY/HYBRID PROPULSION			
4.5	The propulsion system shall comply with all relevant SAE standards. The electric motor used to power the vehicle is to be a three-phase electric traction motor. Peak motor power can range from a minimum of 215 HP/160kW to 295 HP /220kW. Minimum horsepower and torque ratings vary depending on the vehicle class. The vehicle controller shall be programmed with automatic 'creep' to emulate a familiar driving characteristic when acceleration is about to commence. The powertrain shall also provide a 'hill hold assist' function delaying rollback.	NAPD		
4.6	Transmission shall be a heavy duty, fully automatic, single speed gearbox. A driveline retainer strap is to be provided to prevent the front of the shaft from falling if it were to break at the first universal joint.	X		

4.7	The van shall be powered by a hybrid propulsion system. The hybrid drive system shall be rated for the GVWR or greater of the van.	NAPD		
	5.0 COOLING SYSTEM	Abbreviation	Actual Dimension	Notes
5.1	The cooling system shall incorporate an overflow tank as well as a radiator fan equipped with a viscous fan clutch, be protected to -35 degrees Fahrenheit utilizing extended-life coolant and be checked and labeled as such on the coolant reservoir.	X		
5.2	All coolant lines shall be secured and protected from sharp edges by running larger heater hoses over existing heater hoses for protection.	X		
	6.0 FUEL/ENERGY STORAGE SYSTEM	Abbreviation	Actual Dimension	Notes
6.1	Fuel tank shall have a (25) gallon minimum capacity, be internally baffled to prevent surging, and be mounted inside the frame rails.	X		
	BATTERY/HYBRID PROPULSION			
6.2	The high voltage battery system shall have a minimum of (120) kWh capacity.	NAPD		
6.3	The battery system shall include an active thermal management system that maintains optimal operating temperature with ability to cool below or heat above ambient temperatures for safety and increased range without driver or maintenance intervention.	NAPD		
6.4	The van shall include a battery management system (BMS) which will monitor and control battery State of Charge (SoC), voltage, current, and temperature on a cell-to-cell level. BMS	NAPD		

	shall detect and identify faults, including moisture levels in battery cells, and engage safety interlocks to mitigate battery damage. BMS shall communicate data to on-board vehicle systems and provide diagnostic output for fault correction and maintenance.			
6.5	The battery system shall be sized to provide a minimum of 10% improvement in fuel economy compared to a traditional gas van when traveling on similar routes to those operated by the agencies participating in this procurement.	NAPD		
6.6	Vehicle charging should accommodate SAE J1772 combined charging system (CCS) combo connector that supports both AC Level 2 and DC fast charging. Level 2 AC charging shall be at minimum rated input of 11kW, and the Level 3 DC charging shall be rated at 0kW or higher. Vehicle shall be configured so that it cannot move while connected to a charging station.	NAPD		
	7.0 EXHAUST SYSTEM	Abbreviation	Actual Dimension	Notes
7.1	There shall be an OEM heat shield installed on the fuel tank.	X		

7.2	<p>Exhaust tailpipe shall extend beyond the body on the street (driver) side of the vehicle as close to the rear axle as possible and shall be constructed using exhaust tubing with a tapered cut on the end of the pipe. Exhaust hangers shall be spaced 30" on center and 10 inches from the tip. This is in reference to the bus manufacturer's modified exhaust.</p> <p>Tailpipe end diagram</p> 	X		
	8.0 FRONT AXLE	Abbreviation	Actual Dimension	Notes
8.1	Shall be the heaviest axle available with independent strut suspension.	X		
8.2	Front suspension shall be equipped with an anti-sway bar.	X		
	9.0 REAR AXLE AND FINAL DRIVE	Abbreviation	Actual Dimension	Notes
9.1	Rear axle capacity shall be supplied by the manufacturer and matched to vehicle chassis specifications previously described at 148" wheelbase and GVWR.	X		
9.2	Rear axle ratio shall be determined by the manufacturer and based on the drivetrain, type of service, geographical area, and additional economic factors recommended.	X		
9.3	Rear heavy-duty gas-pressurized shock absorbers.	X		

	10.0 PROPELLER SHAFT/DRIVE LINE	Abbreviation	Actual Dimension	Notes
10.1	Drive shaft shall be a heavy-duty type with needle bearing universal joints or equivalent.	X		
10.2	Drive shaft guards shall be installed to prevent it from striking the floor of the bus or ground in the event of tube or universal joint failure.	X		
10.3	Drive shaft guards need to be removable (bolted-on type only, not welded).	X		
	11.0 STEERING	Abbreviation	Actual Dimension	Notes
11.1	Power steering is required.	X		
11.2	Steering mechanism shall be self-centering requiring little or no effort to bring the vehicle back to straight ahead after turning.	X		
11.3	Steering wheel shall offer a tilt feature to adjust to individual drivers.	X		
11.4	Cruise control shall be provided.	X		
11.5	Vehicle front-end alignment is required, and a printed copy of the alignment result shall be provided with the vehicle packet.	X		
	12.0 BRAKES	Abbreviation	Actual Dimension	Notes
12.1	Service brakes shall be dual hydraulic power assist disc front and rear.	X		
12.2	Front and rear brakes shall offer “anti-lock” feature.	X		
12.3	OEM upgrade to heavy-duty brakes and system would be preferred if available.	X		

	Please supply all information on heavy-duty brakes upgrade with bid documents.			
12.4	Braking system shall be adequate for the GVWR of the bid vehicle.	X		
	BATTERY/HYBRID PROPULSION			
12.5	In addition to traditional mechanical friction service braking, the van shall be equipped with regenerative braking designed to improve energy efficiency and extend brake lining service life. The application of regenerative braking shall cause a smooth blending of both regenerative and service brake function. Actuation of “Anti-lock” shall override the operation of the regenerative brake. To protect the energy storage system from over-charge, regenerative braking should be limited to below a certain state of charge which is defined by the manufacturer. The brake feel by the driver and the brake response of the vehicle to the brake pedal input should be the same with and without regenerative braking.	NAPD		
12.6	The braking system shall comply with all applicable FMVSS.	X		
	13.0 WHEELS	Abbreviation	Actual Dimension	Notes
13.1	Vehicle shall be equipped with six (6) heavy-duty OEM ventilated pressed steel wheels, single front and dual rear, interchangeable, and OEM-painted white.	AE		Silver
	14.0 TIRES	Abbreviation	Actual Dimension	Notes
14.1	A total of six (6) OEM chassis all-season radial tires (mud and snow designation is preferred) shall be a load range E minimum, be rated to meet or	X		

	exceed the GVWR of the chassis, be designed for use on the steel wheels provided with each van, and all tires and wheels are to be spin-balanced and aligned. A spare tire mounted on a wheel, balanced, and painted to match all other wheels shall also be provided.			
14.2	Lead wheel weights will not be accepted. Steel weights or less toxic wheel weight alternatives shall be supplied.	X		
	15.0 BUMPERS	Abbreviation	Actual Dimension	Notes
15.1	Vehicle shall be provided with the manufacturer's standard front and rear bumpers.	X		
15.2	Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be transmitted directly to the chassis frame.	X		
15.3	Vehicle shall be provided with a rear bumper safety camera system, OEM-installed sensors and camera, and a rearview mirror display.	AE		Dash mounted display
	16.0 ELECTRICAL SYSTEMS AND COMPONENTS	Abbreviation	Actual Dimension	Notes
16.1	The electrical system shall comply with all applicable FMVSS and shall conform to all applicable SAE recommended standards and practices. All electrical and electronic components shall be selected to minimize electrical loads, thereby not exceeding the generating capacity of the vehicle. All vehicle electronic circuits including, but not limited to, ignition, clocks, lights, AM/FM radio receivers, computers, emission controls, electronic fuel systems and components, ABS brakes, airbags, alternators, regulators, and any other OEM or aftermarket	X		

	components shall be designed or modified to suppress, bypass, or otherwise prevent interference from affecting the mobile two-way radio transceiver.			
16.2	The electrical system components and wiring shall be readily accessible through access panels for checking and for maintenance. All switches, indicators, and controls shall be located and installed in a professional manner that facilitates easy removal and servicing. All exterior housings of lamps and fixtures shall be corrosion-resistant and weatherproofed.	X		
16.3	Vehicle shall be provided with one (1) 150 AMP alternator minimum and must be sufficient to operate all electrical equipment on the vehicle, including the lift, without drain in the battery.	X		
16.4	OEM batteries shall be manufacturer's standard batteries located in a fully enclosed compartment under the driver's seat and all connections shall have battery anti-corrosion treatment.	X		
16.5	Electrical switches shall be mounted within easy reach of the driver and shall include passenger compartment lighting, air conditioning and heating (both dash and rear passenger compartment), step heaters, rear factory-installed equipment, wheelchair safety interlock, etc. All switches shall be backlit for night operation and professionally labeled. Switches, controls, or gauges are not to be installed above the driver's head or the OEM dash.	X		
16.6	Wiring is to be routed in a split open-type loom and secured to the body or frame with straps to prevent snagging	X		

	and chafing. Plastic sleeves shall protect wires that penetrate steel members. An underbody convoluted loom shall be used as a protective channel for wiring. Terminals shall terminate at appropriate junction terminals encased in bake-lite or molded plastic material. All wiring and end connectors shall be of the machine-staked type.			
16.7	Wiring devices, switches, etc., except for circuit breakers, shall be rated to carry at least 125% of the maximum ampere load for which the circuit is protected. All non-OEM body and chassis circuit breakers shall be manual resettable type and designed specifically for each circuit. All non-OEM body or chassis circuit panels shall have an accurate ledger professionally labeled and installed on the circuit panel door if a circuit panel is utilized by the chassis upfitter. All exposed exterior non-OEM electrical connections are required to have anti-corrosion treatment.	X		
16.8	If a master electrical component compartment is utilized by the chassis upfitter it shall be in a weather protected compartment with access from the interior of the bus.	X		
16.9	All switches provided by the bus body manufacturer shall be transit grade rocker type, identifiable with universal symbols indicating function, and be LED backlit. Decals or any other “stick-on” type labels will be rejected.	X		
16.10	Heavy duty 12-volt horn shall be provided and installed so it is protected from wheel wash. A backup alarm shall be provided.	X		

16.11	Required with delivery will be an “As Built” wiring schematic. Each individual circuit shall be displayed and correlate with the vehicle bid. A single sheet wiring diagram is unacceptable. Schematics may be contained on a USB memory stick or conventional paper manual.	X		
	BATTERY/HYBRID PROPULSION			
16.12	All high voltage or hazardous components are to be clearly marked and labeled.	NAPD		
	17.0 INSTRUMENT AND CONTROLS	Abbreviation	Actual Dimension	Notes
17.1	The following gauges, digital displays, and/or controls are to be provided:			
	a. Ignition key switch	X		
	b. Speedometer with recording odometer	X		
	c. Tachometer (if available)	X		
	d. Voltmeter (if available)	X		
	e. Oil pressure gauge (if available) and warning lamp	X		
	f. Fuel tank level gauge with a low fuel warning light	X		
	g. Engine temperature gauge	X		
	h. Headlight high beam indicator light	X		
	i. Parking brake “on” indicator light	X		
	j. Directional signal and hazard flasher action light	X		
	k. Check fuel cap light	X		
	l. Fasten safety belt warning light	X		
	BATTERY/HYBRID PROPULSION			
	m. Battery State of Charge and Estimated Range	NAPD		
	n. Regenerative Braking “on” Indicator Light	NAPD		
17.2	All instruments are to be grouped on a single panel in full view of the driver.	X		
17.3	Visual and audible warning system	X		

	(apart from gauges already listed) shall be supplied to alert the driver of an operational failure.			
17.4	The following controls in addition to normal steering, braking, and transmission functions are to be provided:			
	a. Column-mounted turn signal lever	X		
	b. Emergency flasher facing driver and clearly visible	X		
	c. Door control at driver's location	X		
	d. OEM headlight switch	X		
	e. Separate switch and temperature control for driver's heater, defroster, and AC	X		
	f. Two-speed wiper control w/intermittent feature	X		
	g. Windshield washer	X		
	h. Switch for passenger compartment lights	X		
	i. Driver dome light	X		
	j. Step heater switch	X		
	k. 12-volt power tap	X		
	BATTERY/HYBRID PROPULSION			
	l. Regenerative Braking disable switch	NAPD		
	18.0 BODY CONSTRUCTION	Abbreviation	Actual Dimension	Notes
18.1	Body structure: high roof conversion van shall be OEM unibody design and all modifications by second stage manufacturer shall be certified as an acceptable body modifier for the OEM chassis proposed for modification. All modifications must not void the OEM manufacturer's warranty. Documentation that the vehicle meets FMVSS 220 Rollover Certification, has been certified, and complies with the required standard(s) shall be included in the bid package.	AE		FMVSS 220 Exempt
18.2	Zinc coating or approved equal shall be applied to all steel components installed	X		

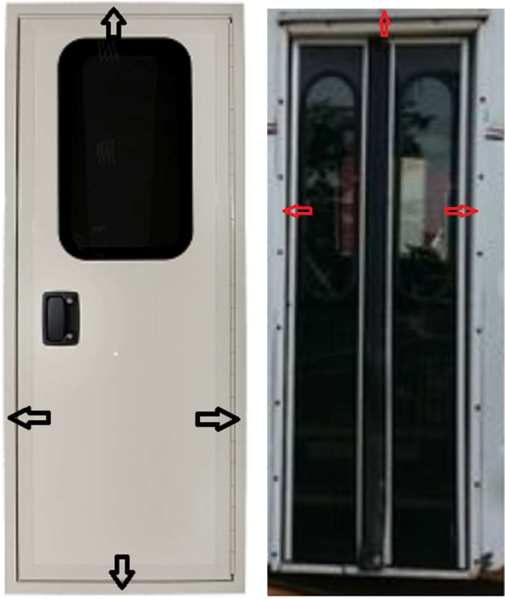
	by the final manufacturer.			
18.3	All securing and fastening hardware (nuts, bolts, clips, clamps) shall be stainless steel, zinc, or phosphate coated to aid in corrosion prevention.	X		
18.4	Exterior side walls shall be OEM without exposed fasteners.	X		
18.5	Vehicle, entire underbody frame and underside floor shall be undercoated and applied at the time of manufacture. All open holes, gaps, seams that enter the bus body, or exposed metal surfaces shall be sealed and undercoated. If spray foam is used, any craters in the spray-foamed areas that can trap materials from the roads shall be filled and undercoated. Description of undercoating type and make shall be provided with full bus body description, noted below.	X		
18.6	All exterior aftermarket metal trim or accessories shall be stainless steel, polished aluminum, or chrome plated.	X		

NOTE: A COMPLETE AND DETAILED DESCRIPTION OF THE BODY CONSTRUCTION MUST BE SUBMITTED WITH ANY EXCEPTION REQUESTS AND/OR APPROVED EQUALS. SUCH DESCRIPTION MUST INCLUDE BUT IS NOT LIMITED TO, THOSE ITEMS AS INDICATED THROUGHOUT SECTION 18. IN ORDER FOR A SUBSEQUENT BID TO BE CONSIDERED, PRE-APPROVAL OF THE CONSTRUCTION DETAIL MUST BE DETERMINED.

	19.0 DOORS	Abbreviation	Actual Dimension	Notes
19.1	Doors of the bid vehicle shall include a driver's door, a passenger's (co-pilot) door, a dual leaf transit style entry door, and a rear dual leaf wheelchair accessible entrance door. An option for a rear curbside dual leaf wheelchair-accessible entrance door is listed in the options (section 40.26) and needs to be priced separately.	X		

19.2	Driver's and passenger's (co-pilot) doors shall have manufacturer's standard doors. An external step shall be provided for ease and convenience in accessing the vehicle's driver side and co-pilot side area. If the OEM chassis manufacturer does not offer a step, an additional step, with a minimum of 7" x 32" of safe useable area, must be provided. The added step construction information, if non-OEM, shall be submitted with bid.	AE	8"x24"	
19.3	Passenger's entrance door shall be two leaf, driver-controlled electrically operated, be located directly adjacent to the driver's seat, and shall meet the minimum dimensions outlined in Section 2.0 and listed here. Door glass panes should be 1/8" thick AS-2 rated tempered safety glass and tinted. Door entrance shall have a clear opening of a minimum width of 30" between the handrails and a minimum door height of 75". Doors must be installed in such a way as not to allow ice buildup on the first step. A rubber gasket shall be installed at the meeting edges creating a seal to prevent water and road debris from accessing stepwell. The rubber gasket must be riveted to the frame to prevent the gasket from sliding off the frame. A hinged door must be supplied to access the door mechanism. Size, make, and model of the motor used shall be included with the bid. Door shall be controlled by a switch in the driver's area and (2) door FOBs supplied with (2) ignition keys. A small red LED emergency exit light shall be installed over the door. The doors must not open unless the vehicle's transmission is in the park position.	X		
19.4	Stepwell assembly shall be constructed from a minimum of 12-gauge stainless	X		

	<p>steel and shall meet the dimensions outlined in Section 2.0. Steps shall be fully recessed, enclosed, and protected from weather and covered with non-skid textured (or ribbed) treads that have yellow step nosing. Step risers shall have a “watch your step logo” in either yellow or white lettering. Treads shall be fully secured to the steps to prevent lifting. Stepwell shall be heated with the installation of step heater(s) directly to the exterior underside of the step treads of the first two steps to prevent ice buildup. Step heaters shall be controlled by one switch in the switch panel. Warm Welcome heaters or an approved equal is acceptable. ADA-required handrails, left and right, shall be installed in the entry and be stainless steel. Step heater pads shall be caulked around all edges to prevent them from getting road debris behind them and falling off.</p>			
19.5	<p>Wheelchair lift access doors shall measure a minimum of 73” in height, be key locking, and located on the rear wall with magnetic devices to hold doors open when the lift is in operation and doors shall open 253 degrees.</p>	X		
19.6	<p>All doorway casings that use exposed metal trim shall be stainless steel. As in the previous door specifications, this refers to the door casing and not the door(s). Door(s) shall be constructed with outer skin consistent with the body construction. Specifications of door and framing must be submitted with the bid.</p> <p>See arrows in the images below for examples of doorway casing.</p>	AE		Painted aluminum trim

		X		
	20.0 WINDSHIELD AND WINDOWS	Abbreviation	Actual Dimension	Notes
20.1	Windshield shall be OEM standard and be laminated tinted safety glass.	X		
20.2	OEM heavy-duty electrical two-speed windshield wipers with an intermittent feature and washer.	X		
20.3	Driver and co-pilot windows shall be OEM standard.	X		
20.4	Passenger compartment windows shall be OEM windows and comply with all applicable FMVSS. Windows shall be safety glass with an AS-3 marking and dark tinted to a maximum of 31% light transmission.	X		
	21.0 HEATERS	Abbreviation	Actual Dimension	Notes
21.1	Driver and rear passenger heater shall be OEM manufacturer's high output heater. Total heat BTU shall be sufficient to heat vehicle size and should be so noted in bid attachments.	X		

	BATTERY/HYBRID PROPULSION			
21.2	Driver and rear passenger heater shall be OEM manufacturer's high output heater, or a custom or modified solution adapted to battery electric operation. Total heat BTU shall be sufficient to heat vehicle size and should be so noted in the bid.	NAPD		
21.3	The rear door glass shall have electric defrosting feature.	X		
21.4	OEM front and rear heaters shall be individually controlled.	X		
	22.0 AIR CONDITIONING	Abbreviation	Actual Dimension	Notes
22.1	Dual air conditioning systems are required. OEM dash air conditioner shall be supplemented with an OEM passenger compartment air conditioner. Both systems shall be controlled by switches in the driver's dash panel.	X		
	BATTERY/HYBRID PROPULSION			
22.2	Air Conditioning systems shall be powered from the high voltage batteries (energy storage system).	NAPD		
	23.0 INTERIOR LIGHTING	Abbreviation	Actual Dimension	Notes
23.1	Interior lighting shall include a driver's compartment dome light, instrument panel lights, switch back-lighting, a minimum of (4) OEM mounted lights in passenger compartment, (2) two lift entrance door lights, (1) one light over the lift door opening, and two (2) hooded 2 foot-candles of illumination measured step well lights that automatically illuminate when passenger door is opened. Interior lighting shall consist of LED lights.	X		
23.2	Transit-style door egress location shall	X		

	be designated and identified with a small red LED light just over the entrance door.			
23.3	All egress locations shall be designated and identified with a small red LED light illuminated.	X		
	24.0 EXTERIOR LIGHTING	Abbreviation	Actual Dimension	Notes
24.1	All exterior lights shall meet State, Federal and MaineDOT requirements. All applicable exterior lights, i.e. lift access door and passenger entrance, must follow ADA requirements, and be LED type.	X		
24.2	OEM halogen headlamps of sealed beam type are required with high and low beams controlled by a turn signal lever. Daytime running lights shall be provided from the chassis manufacturer.	X		
24.3	Directional signals, front and rear, shall be operated by lever on steering column and shall meet all applicable FMVSS.	X		
24.4	All exterior lights that are available shall be LED type.	X		
24.5	All lights (markers, turn signals, taillights, clearance lights, etc.) shall be OEM.	X		
24.6	Two (2) backup lights shall be provided with a center brake light that operates in conjunction with corner brake lights.	AE		
24.7	A license plate bracket with light(s) on rear of vehicle and a front license plate bracket for the front with screws for both shall be provided.	X		
	25.0 FLOOR CONSTRUCTION/COVERING	Abbreviation	Actual Dimension	Notes

25.1	A 5/8" minimum thickness marine grade plywood or approved equal subfloor shall be installed with all edges sealed to prevent entry of moisture. All subfloor material shall be glued and screwed to securely fasten to the OEM chassis floor. Anti-skid flooring shall be used over the subfloor, aisle, and front entrance. Floor covering shall be butt jointed and securely cemented to the subfloor with waterproof adhesive. All flooring edges that meet another surface or material (walls, wheel wells, doorframes, floor tracks, etc.) shall be sealed or caulked to prevent water from entering under the flooring. No floor carpeting will be accepted. Any deviation from this installation will be unacceptable. Step risers shall have "watch your step logo" in either yellow or white lettering.	X		
	26.0 INTERIOR	Abbreviation	Actual Dimension	Notes
26.1	Interior shall be OEM passenger's standard interior.	X		
26.2	Walls shall be finished in OEM durable material coordinated with the vehicle's color scheme.	X		
26.3	Headliner shall also be OEM and covered with a padded fabric for absorption of interior noise.	X		
	27.0 SEATING	Abbreviation	Actual Dimension	Notes
27.1	Driver's seat to be an OEM 10-way power-adjustable base, fully padded with fabric upholstery, a retractable lap and shoulder safety restraint, shock-absorbing, and made of heavy-duty fire-resistant construction. All seat mechanisms must be covered and not exposed.	X	XLT Package is required for this feature XLT Package has driver's area carpeted floor	

27.2	Passenger's (co-pilot) shall be an OEM 10-way power-adjustable base, fully padded with fabric upholstery color compatible with the driver seat, a retractable lap and shoulder safety restraint, shock-absorbing, and made of heavy-duty fire-resistant construction. All seat mechanisms must be covered and not exposed.	X		
27.3	Passenger seats shall be fully contoured, 2pt restraints, mid-high, and Freedman or approved equal. Seats shall have individual back and bottom cushions with level 4 upholstery. The first row of seating will be designated as priority seating by signs reading "PRIORITY SEATING FOR PERSONS WITH DISABILITIES. OTHER PASSENGERS SHOULD MAKE THESE SEATS AVAILABLE TO THOSE WHO WISH TO USE THEM". Each passenger seat style and fabric will be determined by the end user. All seat option costs shall be included in the seating options in section 40.1 General Options Pricing. Passenger seat layout is at the end of section 40.0.	X		
➤	The first row of passenger seats on the street side shall be Freedman 2pt seats. Other seat options shall be priced in section 40.1 and will be decided by the end user.	x		
➤	Second and third row street side, if applicable, shall be double foldaway 2pt seats.	x		
➤	First row seat on the curbside shall be single foldaway 2pt seat.	x		
27.4	A minimum of 28" hip-to-knee space between rows is required, including those seats mounted behind a modesty panel.	x		
27.5	Seat belt extensions shall be provided	x		

	for each individual seat on the vehicle and be the longest available length per seat configuration.			
27.6	Grab handles shall be installed on the top of aisle seats.	x		
27.7	Each seat position shall be equipped with a Freedman under seat retractor (USR) passenger restraint system (seat belts). Seat belts shall be bolted to the seat frame and independent of the seat. All female seat belt release buckles on the aisle side must be the floppy fabric style with a sewn in strap on the seat cover to eliminate the buckle from falling to the floor. The wall side release buckles shall be a rigid design, either cable or formed steel, to eliminate the buckle from falling to the floor. A description and picture of the USR and release buckle must be provided by the bidding vendor.	x		
	28.0 SAFETY EQUIPMENT	Abbreviation	Actual Dimension	Notes
28.1	Each vehicle will be equipped with the following:			
	a. Triangle reflector kit	x		
	b. 5# rechargeable ABC type fire extinguisher with holder	x		
	c. ANSI Z308.1 24-piece first aid kit w/CPR mouthpiece	x		
	d. Backup alarm	X		
	e. Seat belt cutter	X		
	f. Evac-Aid evacuation blanket or approved equal	x		
	g. Body fluid clean-up kit	X		
	h. Vestil wheel chocks (model# RWC-8) and holders (model# TMCH-RWC-8) https://www.northerntool.com/products/vestil-rubber-wheel-chock-molded-9-1-4in-w-x-8in-d-x-6in-h-model-rwc-8-855544	x		Dealer installed

	https://www.northerntool.com/products/vestil-truck-mounted-wheel-chock-holder-rwc-8-working-width-6-25-in-height-9-75-in-included-qty-1-model-tmch-rwc-8-4478052			
	i. Securement location of safety equipment (except for the backup alarm) shall be accessible to the driver.	X		
	29.0 MIRROR	Abbreviation	Actual Dimension	Notes
29.1	Exterior rear-view mirrors shall be OEM dual glass (one convex lens), heated, and remote controlled. A four-way adjustable interior rear-view mirror installed on windshield mirror shall be convex for driver's view of bus interior. Slip on panoramic mirror over the OEM rearview mirror is acceptable.	X		
	30.0 MUD FLAPS	Abbreviation	Actual Dimension	Notes
30.1	OEM mud flaps shall be installed behind front and rear wheels and shall be positioned in such a manner that they are outside the tire envelope to prevent road debris from hitting body panels. Bracing may be required to prevent mud flaps from sailing.	X		
	31.0 EXTERIOR, PAINT, GRAPHICS, LETTERING	Abbreviation	Actual Dimension	Notes
31.1	Buses shall be white unless an agency desires a solid exterior color. (Refer to section 40.2, General Options Pricing)	X		
	32.0 RUSTPROOFING and WARRANTY	Abbreviation	Actual Dimension	Notes
32.1	The entire surface of the underbody construction, including but not limited to; the exterior floor, floor frame structure, step well, body supports, frame extensions, body panels, etc. shall be coated with a rust inhibiting	X		

	industrial grade undercoating material to a thickness of 10 mils minimum. Undercoating shall comply with current Federal and State standards. No materials from the rustproof process shall restrict any vents or air conditioning drainage tube. Inspection to ensure a clear drain shall be done at the factory and before delivery. Specifications of undercoating must be submitted with the bid.			
32.2	Manufacturer's rustproofing: When a vehicle is rustproofed in accordance with this specification, rustproof and/or bidder shall furnish a written warranty stating the period the rustproofing will protect the vehicle (maximum warranty period offered by manufacturer is required). Defective material and workmanship shall be replaced or repaired by the rustproof manufacturer at no charge in accordance with the warranty. Warranty shall include a detailed outline of all warranty limitations.	X		
	33.0 BODY/CHASSIS WARRANTY	Abbreviation	Actual Dimension	Notes
33.1	Manufacturer will provide a minimum of one (1) year/unlimited miles parts and labor warranty to cover all components and parts on the van body modifications. The chassis will be warranted under OEM standard warranties.	X		
	BATTERY/HYBRID PROPULSION/BATTERY WARRANTY	Abbreviation	Actual Dimension	Notes
33.2	A powertrain warranty of 5 years/100,000 miles and a battery warranty of 3 years/60,000 miles shall be provided.	NAPD		

	34.0 MISCELLANEOUS	Abbreviation	Actual Dimension	Notes
34.1	OEM AM/FM/digital radio shall be provided. Radio shall include a clock as part of the radio and not be a separate item. There shall be a minimum of four (4) speakers to be installed in passenger compartment in addition to the OEM driver compartment speakers.	X		
34.2	OEM storage shelf shall be provided overhead of the driver.	X		
34.3	Drivers 12-volt cell phone power charging outlet shall be provided.	X		
34.4	Driver and co-pilot adjustable sun visors shall be provided.	X		
34.5	Every vehicle must be weighed after completion and results must be supplied with the final paperwork for each bus before shipping.	X		
34.6	One set of manuals per agency and one for MDOT for the initial purchase to be provided with vehicle shall include a Parts Manual, Service Manual, and an "As Built" Wiring Schematic. Manuals may be provided on a USB memory stick or a conventional paper manual.	X		
	35.0 BACK-UP CAMERA	Abbreviation	Actual Dimension	Notes
35.1	Van shall have an OEM backup camera with a display integrated into the rear-view mirror and a back-up warning system with an audible alarm.	AE		Dash Display
	36.0 WHEELCHAIR SECUREMENT AREA - RESTRAINTS	Abbreviation	Actual Dimension	Notes
36.1	Wheelchair securement positions shall both be in the rear of vehicle. Area must have a minimum clear floor area of 30"	X		

	x 48" (ADA requirement 49 CFR Part 38.23(d)2), Securement Devices.			
36.2	Wheelchair restraints shall be Q-Straint 360 type or approved equal and shall secure wheelchairs in a forward-facing position. Wheelchair occupant belts shall be provided, as well as a retractable shoulder belt in compliance with ADA and WC 18. Under seat mounted restraint holder (TDSS) shall be provided for belt storage when not in use. A floorplan drawn to scale with the appropriate measurements in relation to the restraint pucks and seats layout is required with the bid submission.	X		
36.3	Floor restraint system must be manufactured by the same company manufacturing the securement system and should be flush mounted. Q-Straint 360 should be appropriate for use with a "Slide and Click" or approved equal type.	X		
37.0 WHEELCHAIR LIFT		Abbreviation	Actual Dimension	Notes
37.1	1000 lbs. Braun Century 2 or an approved equal commercial wheelchair lift shall follow USDOT Rules and Regulations 49 CFR Part 38, ADA 1990, and NHTSA Rule 403/404.	X		
37.2	Lift shall be interlocked with the vehicle doors ensuring that the vehicle cannot be moved when the lift is not in a stowed position and doors closed, 49 CFR Part 38.23(b)2, Controls. A light on the dash shall be provided to indicate door is open.	X		
37.3	Lift platform shall be illuminated by LED lights mounted on the lift itself as well as an additional LED light mounted on the inside of each door leaf	X		

	below window level which shall be shielded to protect the eyes of passengers while entering or leaving lift area, 49 CFR Part 38.31, Lighting.			
37.4	An interior light above the lift to illuminate the wheelchair area should activate when the doors are open.	X		
ADA REQUIREMENTS SHALL SUPERCEDE ANY AND ALL SPECIFICATIONS NOTED HERE.				
37.5	Shall have a handheld pendant control for lift operations shall be a one-hand operation design made of durable ABS plastic. Control box shall have back-lit functions and a coiled cable with modular jack connections.	X		
37.6	Shall have a manual backup system provided to ensure manual raising and lowering operation of lift while occupied in case of electrical failure, shall fold and unfold platform, and manual pump shall be integrated with hydraulic power pack system so that no hydraulic lines or fittings are required for fluid transfer.	X		
37.7	Platform shall be steel construction with a see-through grating to allow improved visibility and safer use, have a minimum usable wheelchair passage width of 33" and a minimum usable length of 52" requiring a 57" vertical clear door opening, and sides of the platform shall be a minimum of 2.5" high.	X		
37.8	Platform shall be automatically folding and unfolding operation allowing both inboard and outboard facing of wheelchair and mobility aid users.	X		

37.9	Outer barrier shall be mechanically activated and be in a vertical position before platform movement. The inner and outer barriers shall be the sole outboard retention devices, be interlocked, and comply with the FMVSS 403/404 requirements. Dual handrails shall be provided for additional security and convenience. Rails shall be 1 ¼" minimum diameter, minimum 30" high, minimum of 8" length, withstand 100lb. force in any direction without permanent deformation, and include platform handrail wheelchair restraint.	X		
37.10	All lift components shall be finished with a baked-on powder coating which will meet a salt spray test of 1000 hours providing corrosion resistance.	X		
	38.0 BID SUBMISSION REQUIREMENTS	Abbreviation		
38.1	The following is a checklist required for this bid to assist in ensuring that the bid is complete. This information is in addition to all documentation found within the specifications.			
»	Altoona Test on bid vehicle.	AE		Exempt
»	Complete informational document on chassis, body construction, interior and exterior body materials, doors, door framing, driver and copilot steps, seat belts and retractors, and undercoating.	X		
»	A fully dimensioned floor plan portraying the arrangement of seats, wheelchair positions and restraint pucks, passenger assists, wheelchair lift, and doorways.	X		
»	A weight analysis worksheet exhibiting individual wheel and axle weights shall apply to the vehicle bid and exhibit	X		

	compliance with the weight limitations of the chassis manufacturer.		
»	Bus body electrical system description, in addition to the “As Built Wiring Schematic”.	X	
»	FMVSS Certifications.	X	
»	Bus Body Manufacturer’s Quality Assurance procedures “in plant”.	X	
»	QVM/SVM certification from chassis manufacturer.	X	
»	References of bidder’s customers currently using the same type of vehicle bid should include contact name, telephone, and date of delivery.	X	
»	Contact name, title, and telephone number for parts and service. Warranty service and parts form included in bid package MUST be completed and returned for the bid to be determined responsive.	X	
»	Literature/Brochure shall be provided for the wheelchair securement system, wheelchair lift, air conditioning, heaters, seating, under seat retractors, release buckles, etc.	X	
»	Pre-Award Buy America Content documents.	X	
»	Recommended service and maintenance schedule for chassis, body, and components.	X	
»	Warranty description documents on chassis, body, and all sub-components.	X	
»	Extended warranty description documents on chassis, body, and all sub-components.	X	

BATTERY/HYBRID PROPULSION			
»	Offeror shall provide diagrams of battery pack configuration and locations in relation to vehicle layout. Offeror shall specify battery manufacturer, chemistry, size/capacity (kWh), nominal voltage (vdc), life cycle (ex >4000 @90% Depth of Discharge), operating temperature range (F°/C°), and estimated driving range on a full charge (miles). Proposals shall include complete descriptions and documented results of all life-cycle testing procedures used to validate the life of High Voltage Batteries at the proposed charging rates, charge durations, and expected ambient temperatures and operating profiles.	NAPD	
»	A detailed description of the propulsion system shall be provided with the proposal. The description shall include a written narrative, a block diagram showing major propulsion system components, an illustration showing the physical layout of propulsion components and high-voltage wire routing within the vehicle, and a detailed wiring diagram and/or electrical schematic for the high-voltage system. Proposer is required to provide a list of applicable industry standards that the proposed propulsion system meets.	NAPD	
»	The Energy Storage System design, including containers, module bracing systems, thermal-management systems, battery-management systems, watering/venting systems, interconnections, fusing, and traction-controller and charger interfaces shall be submitted. The proposal shall include a description of all battery maintenance requirements, including any periodic charge requirements	NAPD	



RFQ # 17A 240315-215

Accessible High Roof Conversion Van - Gas, Hybrid and Electric

IN THE TABLE BELOW, ENTER THE BASE PRICE OF THE PROPULSION SYSTEM BEING BID.

	39.0 BASE PRICE	Price	Notes
39.1	Gasoline Van	\$ 8+2: \$104,502 6+2: \$103,065	
39.2	Hybrid Van	\$	
39.3	Electric Van	\$	
39.4	Factory inspection per person. Refer to Appendix B, section 1.9.	\$ 2,000	

THE FOLLOWING EQUIPMENT IS TO BE BID AS OPTIONS WITH PRICES. THIS LIST SHOULD INCLUDE BUT IS NOT LIMITED TO, ALL ITEMS SO MARKED THROUGHOUT THE SPECIFICATION.

	40.0 GENERAL OPTIONS PRICING	Price	Notes
The following seat options shall reflect the cost difference between the seats specified in 27.0			
40.1	Seating options: Priced per seat, not per double seat. Deduct 2pt standard seat price from these 3pt seat options.		
»	3pt seat	\$ 907	
»	3pt seat with CRS 225 hook and tether	\$ 980	
»	Integrated 3pt child restraint seat	\$ 1,247	
»	Integrated 2pt child restraint seat	\$ 1,275	
»	3pt double foldaway seat	\$ 2,345	
»	3pt single foldaway seat	\$ 2,068	
»	Delete single foldaway seat	\$ (350)	
40.2	Exterior options:		
»	One contrast stripe	\$ 1,440	
»	Two contrast stripes	\$ 2,040	
»	Solid color exterior paint	\$ 9,950	
»	Lettering (per letter)	\$ 25	
»	Fleet number (per number)	\$ 75	
»	Additional snow tire and wheel mounted in compliance with Section	\$ 1,405	

	14.0 (priced each)		
40.3	Two-way radio pre-wire shall consist of a roof ground plane under the antenna location with a pull wire routed to the center of the dash, 10ga. power and ground wire, and 14ga. activation wire routed to the left side of the doghouse area with extra wire to allow placement of radio. Shielded wiring or a filtered circuit board may be required to prevent interference.	\$ 453	
40.4	Video interior surveillance camera system: REI HD 5-600 with 2TB hard drive or equivalent bid specification. Each bus camera system will include CD/software, remotes, cables, keys, and an extra set of keys. Provide pricing for each of the following options.		
»	HD 5-600 DVR three-camera system	\$ 4,933	
»	HD 5-600 DVR four-camera system	\$ 5,279	
»	HD 5-600 DVR five-camera system	\$ 5,821	
»	Extra 2 terabyte hard drive	\$ 1,529	
»	HD 5-600 DVR with Wi-Fi and 4G LTE three-camera system	\$ 5,793	
»	HD 5-600 DVR with Wi-Fi and 4G LTE four-camera system	\$ 6,195	
»	HD 5-600 DVR with Wi-Fi and 4G LTE five-camera system	\$ 6,741	
40.5	Video interior surveillance camera system: Safe Fleet 4 or 6 channel DVR. Each bus camera system will include the following: Basic viewing software, a 2TB hard drive, wiring harness, event trigger, GPS, two sets of keys, and installation. Each agency order will also include a 1x - 7-inch video monitor, USB mouse, and HDD docking station for DVR configuration, troubleshooting, and video review. Provide pricing for each of the following options.		

»	DH-4 DVR three-camera system	\$ 6,237	
»	DH-4 DVR four-camera system	\$ 6,718	
»	DH-6-DVR five-camera system	\$ 8,511	
»	Extra 2 terabyte hard drive	\$ 1,278	
»	Cellular router system	\$ included in option below	
»	Wi-Fi and cellular router and modem system	\$ 3,721	purchase must include wi-fi, router, and modem
40.6	PA system: REI or equivalent bid specification shall have a handheld microphone and internal and external speakers with switches to control interior speakers and exterior speakers individually or all speakers together.	\$ 1,261	
40.7	Vehicle battery jump-start connection: Anderson 350 or equivalent bid specification shall be readily accessible in the engine compartment.	\$ N/A	
40.8	Mobilite destination signage: front and side	\$ 8,545	Transign: \$6,420
40.9	Farebox: Diamond NV with two vaults	\$ 3,363	
40.10	Farebox: Diamond SV with two vaults	\$ 4,503	
40.11	ADA fixed route vehicle requirements: including but not limited to pull cords and buttons in the wheelchair areas and an overhead lighted stop request sign with an audio stop indication	\$ 1,529	
40.12	Chassis manufacturer's extended warranty price sheet and extended service plan. Ford ExtraCare 4-year or 100k miles price or comparable plan	\$ 2,335	5 year/100,000 miles
40.13	Body manufacturer's extended warranty price sheet and extended service plan	\$ included	5 year/100,000 miles
40.14	Bike rack: Sport Works two-position front mounted stainless steel	\$ 5,064	

40.15	Fat tire bike rack: Sport Works 5 ½ in two-position front mounted stainless steel	\$ 5,280	
40.16	Deduct TDSS and supply Q'Straint storage box	\$ (30)	
40.17	Deduct TDSS and supply Q'Straint storage bag	\$ (25)	
40.18	Deduct TDSS and supply Q'Straint wall track	\$ (50)	
40.19	Slide & Click puck layout for larger wheelchairs: per puck	\$ 100	
40.20	Third spare key	\$ 407	
40.21	Third A/M door key FOB	\$ 297	
40.22	Driver's polycarbonate (Covid) barrier: must meet FMVSS 205 and AS4 rating. Specifications and illustrations of the polycarbonate barrier must be submitted with the price.	\$ 1,787	
40.23	Overhead mounted handrails	\$ 967	
40.24	Diesel engine	\$ N/A	
40.25	Low profile roof hatch/ventilator with red LED light identifying an emergency exit.	\$ 611	
40.26	Rear curbside lift configuration: shall have additional lights illuminating the loading area. Lift access doors: shall be key locking, located behind the rear axle, measure a minimum of 57" in height, have a clear opening width that will accommodate the lift being offered, include a window in each upper section of each door leaf, have framing constructed using stainless steel, have gas pressurized strut rods to hold the doors open when in use, be fully insulated, and have full length piano hinges and a high-density foam rubber gasket to seal against	\$ 17,260	

	water seepage.		
40.27	1000 lbs. 37" wheelchair lift (rear door only): deduct the price for the standard lift specified.	\$ 2,747	
40.28	Q'Straint One system - 48 inches: deduct TDSS, Slide & Click floor pucks, and Q'Straint 360 retractors and belt set.	\$ 5,214	
40.29	Q'Straint One system - 52 inches: deduct TDSS, Slide & Click floor pucks, and Q'Straint 360 retractors and belt set.	\$ N/A	
40.30	Vehicle operator training: shall be provided within the first year of the agency receiving the vehicle(s) when requested, cover the functional operation of the body and chassis (if appropriate), and be conducted for appropriate staff members at their facility. The bid packet must include the training agenda and a detailed description of the maintenance & operation training.	\$ included	
	BATTERY/HYBRID PROPULSION OPTIONS		
40.31	Battery/Hybrid Vehicle operators, maintainers, safety and first responders training shall be provided within the first year of the agency receiving the vehicle(s). Training will be requested by the end user agencies. Training shall cover the functional operation, operational safety and maintenance implications of the drivetrain, regenerative braking, battery system, high voltage battery charger, body, and chassis, (if appropriate) and shall be conducted for appropriate staff members and local stakeholders at their facility. Bid packet must include the training agenda and detailed description of the safety, maintenance & operation training with bid submittal.	\$	

40.32	Extended powertrain and battery warranty for 7 years or 120,000 miles	\$ 2,915 Ford Base Care 7 year/125,000 miles	
40.33	Diesel auxiliary heater	\$ N/A	
40.34	Additional battery capacity for energy storage system	\$	
40.35	An HVAC system with heat pumps.	\$ N/A	
40.36	Provide a data logger which records vehicle and battery operating data, vehicle position, remote diagnostics/troubleshooting codes, route travel, and continuous State of Charge (SOC), accessory power consumption and driving elevations.	\$	Must be purchased by end user from Ford

Accessible High Roof Conversion Van - Gas, Hybrid and Electric

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. **Enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must explain each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive. The award will be made on a best-value basis to the vendor that either meets or most closely meets the specifications while considering price and delivery times.

One checklist must be filled out per vehicle propulsion type being bid. In the table below select which propulsion system is being bid. If a bidder is submitting multiple propulsion types, fill out a new checklist for each propulsion type. Any supporting documents and required bid documents shall be submitted separately per vehicle propulsion type.

Gasoline Propulsion	
Battery Propulsion	X
Hybrid Propulsion	

The following abbreviations must be used in the abbreviation column	
Standard or as Specified	X
Not Available	N/A
Dealer Installed	DI
Approved Equal	AE
Not Applicable to the Proposed Drivetrain	NAPD

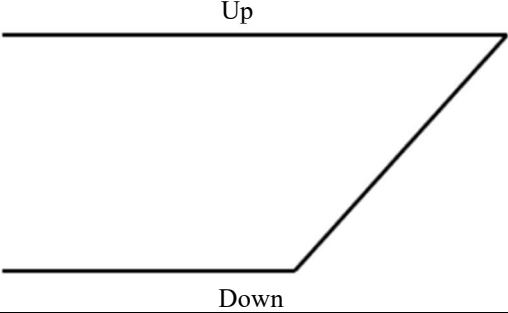
	2.0 DIMENSIONS	Abbreviation	Actual Dimension	Notes
2.1	Wheelbase – 147” minimum	X	148"	
2.2	Overall height – 115” maximum	X	109.4"	

2.3	Overall length – 260” minimum	X	263.9"	
2.4	Interior length – 169” minimum from behind driver to rear wall	X	172.2"	
2.5	Exterior width – 98” maximum including mirrors	X		
2.6	Interior width – 65” minimum at the floor line	X		
2.7	Interior height – 76” minimum at center aisle	X		
2.8	Entrance door – 32” width clear opening (30" between the handrails) and 75" height	AE	28.5"	
2.9	First step – 9.5” maximum ground to first step	X		
2.10	Step tread depth – 9” minimum	AE	8.5"	
2.11	Step tread width – 32” minimum	X		
2.12	Step riser height – 9” maximum	X		
2.13	GVWR – 10,360 lbs. minimum	AE	9,500 lbs.	
2.14	Knee room – 28” minimum hip to knee	X		
	3.0 CHASSIS	Abbreviation	Actual Dimension	Notes
3.1	Chassis shall be a current model year, dual rear wheel commercial chassis, and must meet current Federal and State emissions standards.	X		
3.2	The vehicle shall include OEM manufacturer standard driver and passenger (copilot) front airbag and rear passenger side curtain airbags. Manufacturer airbags must not be disabled.	AE		No side curtain airbags

	4.0 GAS POWER PLANT	Abbreviation	Actual Dimension	Notes
4.1	Engine shall be a gas V6 non-turbo with spin-on throw away type oil filter and a disposable dry air cleaner.	NAPD		
4.2	Engine compartment and cover shall be OEM insulated from the passenger compartment to minimize heat, fumes, and interior noise.	NAPD		
4.3	Engine shall be equipped with an engine oil cooler and an OEM engine block heater.	NAPD		
4.4	Transmission shall be an electronic 6-speed minimum with overdrive and shall be removable without disturbing engine drive.	NAPD		
	BATTERY/HYBRID PROPULSION			
4.5	The propulsion system shall comply with all relevant SAE standards. The electric motor used to power the vehicle is to be a three-phase electric traction motor. Peak motor power can range from a minimum of 215 HP/160kW to 295 HP /220kW. Minimum horsepower and torque ratings vary depending on the vehicle class. The vehicle controller shall be programmed with automatic 'creep' to emulate a familiar driving characteristic when acceleration is about to commence. The powertrain shall also provide a 'hill hold assist' function delaying rollback.	X		Engine HP 266
4.6	Transmission shall be a heavy duty, fully automatic, single speed gearbox. A driveline retainer strap is to be provided to prevent the front of the shaft from falling if it were to break at the first universal joint.	NAPD		

4.7	The van shall be powered by a hybrid propulsion system. The hybrid drive system shall be rated for the GVWR or greater of the van.	NAPD		
	5.0 COOLING SYSTEM	Abbreviation	Actual Dimension	Notes
5.1	The cooling system shall incorporate an overflow tank as well as a radiator fan equipped with a viscous fan clutch, be protected to -35 degrees Fahrenheit utilizing extended-life coolant and be checked and labeled as such on the coolant reservoir.	NAPD		
5.2	All coolant lines shall be secured and protected from sharp edges by running larger heater hoses over existing heater hoses for protection.	X		
	6.0 FUEL/ENERGY STORAGE SYSTEM	Abbreviation	Actual Dimension	Notes
6.1	Fuel tank shall have a (25) gallon minimum capacity, be internally baffled to prevent surging, and be mounted inside the frame rails.	NAPD		
	BATTERY/HYBRID PROPULSION			
6.2	The high voltage battery system shall have a minimum of (120) kWh capacity.	AE	68kW	
6.3	The battery system shall include an active thermal management system that maintains optimal operating temperature with ability to cool below or heat above ambient temperatures for safety and increased range without driver or maintenance intervention.	X		
6.4	The van shall include a battery management system (BMS) which will monitor and control battery State of Charge (SoC), voltage, current, and temperature on a cell-to-cell level. BMS	X		

	shall detect and identify faults, including moisture levels in battery cells, and engage safety interlocks to mitigate battery damage. BMS shall communicate data to on-board vehicle systems and provide diagnostic output for fault correction and maintenance.			
6.5	The battery system shall be sized to provide a minimum of 10% improvement in fuel economy compared to a traditional gas van when traveling on similar routes to those operated by the agencies participating in this procurement.	X		
6.6	Vehicle charging should accommodate SAE J1772 combined charging system (CCS) combo connector that supports both AC Level 2 and DC fast charging. Level 2 AC charging shall be at minimum rated input of 11kW, and the Level 3 DC charging shall be rated at 0kW or higher. Vehicle shall be configured so that it cannot move while connected to a charging station.	X		
	7.0 EXHAUST SYSTEM	Abbreviation	Actual Dimension	Notes
7.1	There shall be an OEM heat shield installed on the fuel tank.	NAPD		

7.2	<p>Exhaust tailpipe shall extend beyond the body on the street (driver) side of the vehicle as close to the rear axle as possible and shall be constructed using exhaust tubing with a tapered cut on the end of the pipe. Exhaust hangers shall be spaced 30" on center and 10 inches from the tip. This is in reference to the bus manufacturer's modified exhaust.</p> <p>Tailpipe end diagram</p> 	NAPD		
	8.0 FRONT AXLE	Abbreviation	Actual Dimension	Notes
8.1	Shall be the heaviest axle available with independent strut suspension.	X		
8.2	Front suspension shall be equipped with an anti-sway bar.	X		
	9.0 REAR AXLE AND FINAL DRIVE	Abbreviation	Actual Dimension	Notes
9.1	Rear axle capacity shall be supplied by the manufacturer and matched to vehicle chassis specifications previously described at 148" wheelbase and GVWR.	X		
9.2	Rear axle ratio shall be determined by the manufacturer and based on the drivetrain, type of service, geographical area, and additional economic factors recommended.	X		
9.3	Rear heavy-duty gas-pressurized shock absorbers.	X		

	10.0 PROPELLER SHAFT/DRIVE LINE	Abbreviation	Actual Dimension	Notes
10.1	Drive shaft shall be a heavy-duty type with needle bearing universal joints or equivalent.	NAPD		
10.2	Drive shaft guards shall be installed to prevent it from striking the floor of the bus or ground in the event of tube or universal joint failure.	NAPD		
10.3	Drive shaft guards need to be removable (bolted-on type only, not welded).	NAPD		
	11.0 STEERING	Abbreviation	Actual Dimension	Notes
11.1	Power steering is required.	X		
11.2	Steering mechanism shall be self-centering requiring little or no effort to bring the vehicle back to straight ahead after turning.	X		
11.3	Steering wheel shall offer a tilt feature to adjust to individual drivers.	X		
11.4	Cruise control shall be provided.	X		
11.5	Vehicle front-end alignment is required, and a printed copy of the alignment result shall be provided with the vehicle packet.	X		
	12.0 BRAKES	Abbreviation	Actual Dimension	Notes
12.1	Service brakes shall be dual hydraulic power assist disc front and rear.	X		
12.2	Front and rear brakes shall offer “anti-lock” feature.	X		
12.3	OEM upgrade to heavy-duty brakes and system would be preferred if available.	X		

	Please supply all information on heavy-duty brakes upgrade with bid documents.			
12.4	Braking system shall be adequate for the GVWR of the bid vehicle.	X		
	BATTERY/HYBRID PROPULSION			
12.5	In addition to traditional mechanical friction service braking, the van shall be equipped with regenerative braking designed to improve energy efficiency and extend brake lining service life. The application of regenerative braking shall cause a smooth blending of both regenerative and service brake function. Actuation of “Anti-lock” shall override the operation of the regenerative brake. To protect the energy storage system from over-charge, regenerative braking should be limited to below a certain state of charge which is defined by the manufacturer. The brake feel by the driver and the brake response of the vehicle to the brake pedal input should be the same with and without regenerative braking.	X		
12.6	The braking system shall comply with all applicable FMVSS.	X		
	13.0 WHEELS	Abbreviation	Actual Dimension	Notes
13.1	Vehicle shall be equipped with six (6) heavy-duty OEM ventilated pressed steel wheels, single front and dual rear, interchangeable, and OEM-painted white.	AE	4 wheels	Silver
	14.0 TIRES	Abbreviation	Actual Dimension	Notes
14.1	A total of six (6) OEM chassis all-season radial tires (mud and snow designation is preferred) shall be a load range E minimum, be rated to meet or	AE	4 wheels	

	exceed the GVWR of the chassis, be designed for use on the steel wheels provided with each van, and all tires and wheels are to be spin-balanced and aligned. A spare tire mounted on a wheel, balanced, and painted to match all other wheels shall also be provided.			
14.2	Lead wheel weights will not be accepted. Steel weights or less toxic wheel weight alternatives shall be supplied.	X		
	15.0 BUMPERS	Abbreviation	Actual Dimension	Notes
15.1	Vehicle shall be provided with the manufacturer's standard front and rear bumpers.	X		
15.2	Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be transmitted directly to the chassis frame.	X		
15.3	Vehicle shall be provided with a rear bumper safety camera system, OEM-installed sensors and camera, and a rearview mirror display.	AE		Dash mounted display
	16.0 ELECTRICAL SYSTEMS AND COMPONENTS	Abbreviation	Actual Dimension	Notes
16.1	The electrical system shall comply with all applicable FMVSS and shall conform to all applicable SAE recommended standards and practices. All electrical and electronic components shall be selected to minimize electrical loads, thereby not exceeding the generating capacity of the vehicle. All vehicle electronic circuits including, but not limited to, ignition, clocks, lights, AM/FM radio receivers, computers, emission controls, electronic fuel systems and components, ABS brakes, airbags, alternators, regulators, and any other OEM or aftermarket	X		

	components shall be designed or modified to suppress, bypass, or otherwise prevent interference from affecting the mobile two-way radio transceiver.			
16.2	The electrical system components and wiring shall be readily accessible through access panels for checking and for maintenance. All switches, indicators, and controls shall be located and installed in a professional manner that facilitates easy removal and servicing. All exterior housings of lamps and fixtures shall be corrosion-resistant and weatherproofed.	X		
16.3	Vehicle shall be provided with one (1) 150 AMP alternator minimum and must be sufficient to operate all electrical equipment on the vehicle, including the lift, without drain in the battery.	NAPD		
16.4	OEM batteries shall be manufacturer's standard batteries located in a fully enclosed compartment under the driver's seat and all connections shall have battery anti-corrosion treatment.	X		
16.5	Electrical switches shall be mounted within easy reach of the driver and shall include passenger compartment lighting, air conditioning and heating (both dash and rear passenger compartment), step heaters, rear factory-installed equipment, wheelchair safety interlock, etc. All switches shall be backlit for night operation and professionally labeled. Switches, controls, or gauges are not to be installed above the driver's head or the OEM dash.	X		
16.6	Wiring is to be routed in a split open-type loom and secured to the body or frame with straps to prevent snagging	X		

	and chafing. Plastic sleeves shall protect wires that penetrate steel members. An underbody convoluted loom shall be used as a protective channel for wiring. Terminals shall terminate at appropriate junction terminals encased in bake-lite or molded plastic material. All wiring and end connectors shall be of the machine-staked type.			
16.7	Wiring devices, switches, etc., except for circuit breakers, shall be rated to carry at least 125% of the maximum ampere load for which the circuit is protected. All non-OEM body and chassis circuit breakers shall be manual resettable type and designed specifically for each circuit. All non-OEM body or chassis circuit panels shall have an accurate ledger professionally labeled and installed on the circuit panel door if a circuit panel is utilized by the chassis upfitter. All exposed exterior non-OEM electrical connections are required to have anti-corrosion treatment.	X		
16.8	If a master electrical component compartment is utilized by the chassis upfitter it shall be in a weather protected compartment with access from the interior of the bus.	X		
16.9	All switches provided by the bus body manufacturer shall be transit grade rocker type, identifiable with universal symbols indicating function, and be LED backlit. Decals or any other “stick-on” type labels will be rejected.	X		
16.10	Heavy duty 12-volt horn shall be provided and installed so it is protected from wheel wash. A backup alarm shall be provided.	X		

16.11	Required with delivery will be an “As Built” wiring schematic. Each individual circuit shall be displayed and correlate with the vehicle bid. A single sheet wiring diagram is unacceptable. Schematics may be contained on a USB memory stick or conventional paper manual.	X		
	BATTERY/HYBRID PROPULSION			
16.12	All high voltage or hazardous components are to be clearly marked and labeled.	X		
	17.0 INSTRUMENT AND CONTROLS	Abbreviation	Actual Dimension	Notes
17.1	The following gauges, digital displays, and/or controls are to be provided:			
	a. Ignition key switch	X		
	b. Speedometer with recording odometer	X		
	c. Tachometer (if available)	NAPD		
	d. Voltmeter (if available)	X		
	e. Oil pressure gauge (if available) and warning lamp	X		
	f. Fuel tank level gauge with a low fuel warning light	X		
	g. Engine temperature gauge	X		
	h. Headlight high beam indicator light	X		
	i. Parking brake “on” indicator light	X		
	j. Directional signal and hazard flasher action light	X		
	k. Check fuel cap light	NAPD		
	l. Fasten safety belt warning light	X		
	BATTERY/HYBRID PROPULSION			
	m. Battery State of Charge and Estimated Range	X		
	n. Regenerative Braking “on” Indicator Light	AE		Regenerative braking displayed on tach
17.2	All instruments are to be grouped on a single panel in full view of the driver.	X		
17.3	Visual and audible warning system	X		

	(apart from gauges already listed) shall be supplied to alert the driver of an operational failure.			
17.4	The following controls in addition to normal steering, braking, and transmission functions are to be provided:			
	a. Column-mounted turn signal lever	X		
	b. Emergency flasher facing driver and clearly visible	X		
	c. Door control at driver's location	X		
	d. OEM headlight switch	X		
	e. Separate switch and temperature control for driver's heater, defroster, and AC	X		
	f. Two-speed wiper control w/intermittent feature	X		
	g. Windshield washer	X		
	h. Switch for passenger compartment lights	X		
	i. Driver dome light	X		
	j. Step heater switch	X		
	k. 12-volt power tap	X		
	BATTERY/HYBRID PROPULSION			
	l. Regenerative Braking disable switch	AE		Does not come with switch
	18.0 BODY CONSTRUCTION	Abbreviation	Actual Dimension	Notes
18.1	Body structure: high roof conversion van shall be OEM unibody design and all modifications by second stage manufacturer shall be certified as an acceptable body modifier for the OEM chassis proposed for modification. All modifications must not void the OEM manufacturer's warranty. Documentation that the vehicle meets FMVSS 220 Rollover Certification, has been certified, and complies with the required standard(s) shall be included in the bid package.	AE		FMVSS 220 Exempt
18.2	Zinc coating or approved equal shall be applied to all steel components installed	X		

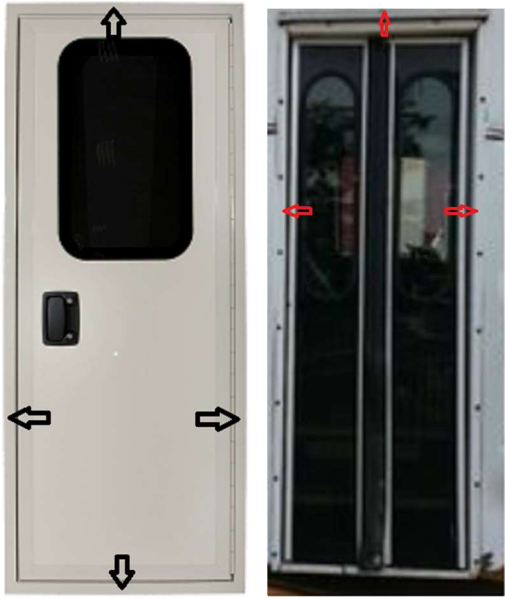
	by the final manufacturer.			
18.3	All securing and fastening hardware (nuts, bolts, clips, clamps) shall be stainless steel, zinc, or phosphate coated to aid in corrosion prevention.	X		
18.4	Exterior side walls shall be OEM without exposed fasteners.	X		
18.5	Vehicle, entire underbody frame and underside floor shall be undercoated and applied at the time of manufacture. All open holes, gaps, seams that enter the bus body, or exposed metal surfaces shall be sealed and undercoated. If spray foam is used, any craters in the spray-foamed areas that can trap materials from the roads shall be filled and undercoated. Description of undercoating type and make shall be provided with full bus body description, noted below.	AE		E-Transit cannot be undercoated because of the battery
18.6	All exterior aftermarket metal trim or accessories shall be stainless steel, polished aluminum, or chrome plated.	X		

NOTE: A COMPLETE AND DETAILED DESCRIPTION OF THE BODY CONSTRUCTION MUST BE SUBMITTED WITH ANY EXCEPTION REQUESTS AND/OR APPROVED EQUALS. SUCH DESCRIPTION MUST INCLUDE BUT IS NOT LIMITED TO, THOSE ITEMS AS INDICATED THROUGHOUT SECTION 18. IN ORDER FOR A SUBSEQUENT BID TO BE CONSIDERED, PRE-APPROVAL OF THE CONSTRUCTION DETAIL MUST BE DETERMINED.

	19.0 DOORS	Abbreviation	Actual Dimension	Notes
19.1	Doors of the bid vehicle shall include a driver's door, a passenger's (co-pilot) door, a dual leaf transit style entry door, and a rear dual leaf wheelchair accessible entrance door. An option for a rear curbside dual leaf wheelchair-accessible entrance door is listed in the options (section 40.26) and needs to be priced separately.	AE		This type of passenger entrance door is not available on the E-Transit because of the location of the battery

19.2	Driver's and passenger's (co-pilot) doors shall have manufacturer's standard doors. An external step shall be provided for ease and convenience in accessing the vehicle's driver side and co-pilot side area. If the OEM chassis manufacturer does not offer a step, an additional step, with a minimum of 7" x 32" of safe useable area, must be provided. The added step construction information, if non-OEM, shall be submitted with bid.	AE	8"x24"	
19.3	Passenger's entrance door shall be two leaf, driver-controlled electrically operated, be located directly adjacent to the driver's seat, and shall meet the minimum dimensions outlined in Section 2.0 and listed here. Door glass panes should be 1/8" thick AS-2 rated tempered safety glass and tinted. Door entrance shall have a clear opening of a minimum width of 30" between the handrails and a minimum door height of 75". Doors must be installed in such a way as not to allow ice buildup on the first step. A rubber gasket shall be installed at the meeting edges creating a seal to prevent water and road debris from accessing stepwell. The rubber gasket must be riveted to the frame to prevent the gasket from sliding off the frame. A hinged door must be supplied to access the door mechanism. Size, make, and model of the motor used shall be included with the bid. Door shall be controlled by a switch in the driver's area and (2) door FOBs supplied with (2) ignition keys. A small red LED emergency exit light shall be installed over the door. The doors must not open unless the vehicle's transmission is in the park position.	NAPD		
19.4	Stepwell assembly shall be constructed from a minimum of 12-gauge stainless	NAPD		

	<p>steel and shall meet the dimensions outlined in Section 2.0. Steps shall be fully recessed, enclosed, and protected from weather and covered with non-skid textured (or ribbed) treads that have yellow step nosing. Step risers shall have a “watch your step logo” in either yellow or white lettering. Treads shall be fully secured to the steps to prevent lifting. Stepwell shall be heated with the installation of step heater(s) directly to the exterior underside of the step treads of the first two steps to prevent ice buildup. Step heaters shall be controlled by one switch in the switch panel. Warm Welcome heaters or an approved equal is acceptable. ADA-required handrails, left and right, shall be installed in the entry and be stainless steel. Step heater pads shall be caulked around all edges to prevent them from getting road debris behind them and falling off.</p>			
19.5	<p>Wheelchair lift access doors shall measure a minimum of 73” in height, be key locking, and located on the rear wall with magnetic devices to hold doors open when the lift is in operation and doors shall open 253 degrees.</p>	AE	72.2"	
19.6	<p>All doorway casings that use exposed metal trim shall be stainless steel. As in the previous door specifications, this refers to the door casing and not the door(s). Door(s) shall be constructed with outer skin consistent with the body construction. Specifications of door and framing must be submitted with the bid.</p> <p>See arrows in the images below for examples of doorway casing.</p>	NAPD		

				
	20.0 WINDSHIELD AND WINDOWS	Abbreviation	Actual Dimension	Notes
20.1	Windshield shall be OEM standard and be laminated tinted safety glass.	X		
20.2	OEM heavy-duty electrical two-speed windshield wipers with an intermittent feature and washer.	X		
20.3	Driver and co-pilot windows shall be OEM standard.	X		
20.4	Passenger compartment windows shall be OEM windows and comply with all applicable FMVSS. Windows shall be safety glass with an AS-3 marking and dark tinted to a maximum of 31% light transmission.	AE		OEM E-Transits are cargo vans Aftermarket passenger windows are added during the conversion
	21.0 HEATERS	Abbreviation	Actual Dimension	Notes
21.1	Driver and rear passenger heater shall be OEM manufacturer's high output heater. Total heat BTU shall be sufficient to heat vehicle size and should be so noted in bid attachments.	X		

	BATTERY/HYBRID PROPULSION			
21.2	Driver and rear passenger heater shall be OEM manufacturer's high output heater, or a custom or modified solution adapted to battery electric operation. Total heat BTU shall be sufficient to heat vehicle size and should be so noted in the bid.	X		
21.3	The rear door glass shall have electric defrosting feature.	X		
21.4	OEM front and rear heaters shall be individually controlled.	X		
	22.0 AIR CONDITIONING	Abbreviation	Actual Dimension	Notes
22.1	Dual air conditioning systems are required. OEM dash air conditioner shall be supplemented with an OEM passenger compartment air conditioner. Both systems shall be controlled by switches in the driver's dash panel.	X		
	BATTERY/HYBRID PROPULSION			
22.2	Air Conditioning systems shall be powered from the high voltage batteries (energy storage system).	X		
	23.0 INTERIOR LIGHTING	Abbreviation	Actual Dimension	Notes
23.1	Interior lighting shall include a driver's compartment dome light, instrument panel lights, switch back-lighting, a minimum of (4) OEM mounted lights in passenger compartment, (2) two lift entrance door lights, (1) one light over the lift door opening, and two (2) hooded 2 foot-candles of illumination measured step well lights that automatically illuminate when passenger door is opened. Interior lighting shall consist of LED lights.	X		
23.2	Transit-style door egress location shall	X		

	be designated and identified with a small red LED light just over the entrance door.			
23.3	All egress locations shall be designated and identified with a small red LED light illuminated.	X		
	24.0 EXTERIOR LIGHTING	Abbreviation	Actual Dimension	Notes
24.1	All exterior lights shall meet State, Federal and MaineDOT requirements. All applicable exterior lights, i.e. lift access door and passenger entrance, must follow ADA requirements, and be LED type.	X		
24.2	OEM halogen headlamps of sealed beam type are required with high and low beams controlled by a turn signal lever. Daytime running lights shall be provided from the chassis manufacturer.	X		
24.3	Directional signals, front and rear, shall be operated by lever on steering column and shall meet all applicable FMVSS.	X		
24.4	All exterior lights that are available shall be LED type.	X		
24.5	All lights (markers, turn signals, taillights, clearance lights, etc.) shall be OEM.	X		
24.6	Two (2) backup lights shall be provided with a center brake light that operates in conjunction with corner brake lights.	AE		
24.7	A license plate bracket with light(s) on rear of vehicle and a front license plate bracket for the front with screws for both shall be provided.	X		
	25.0 FLOOR CONSTRUCTION/COVERING	Abbreviation	Actual Dimension	Notes

25.1	A 5/8" minimum thickness marine grade plywood or approved equal subfloor shall be installed with all edges sealed to prevent entry of moisture. All subfloor material shall be glued and screwed to securely fasten to the OEM chassis floor. Anti-skid flooring shall be used over the subfloor, aisle, and front entrance. Floor covering shall be butt jointed and securely cemented to the subfloor with waterproof adhesive. All flooring edges that meet another surface or material (walls, wheel wells, doorframes, floor tracks, etc.) shall be sealed or caulked to prevent water from entering under the flooring. No floor carpeting will be accepted. Any deviation from this installation will be unacceptable. Step risers shall have "watch your step logo" in either yellow or white lettering.	AE		Aluminum floor glued not drilled Required because of EV battery
	26.0 INTERIOR	Abbreviation	Actual Dimension	Notes
26.1	Interior shall be OEM passenger's standard interior.	AE		Non-OEM ABS interior
26.2	Walls shall be finished in OEM durable material coordinated with the vehicle's color scheme.	NAPD		
26.3	Headliner shall also be OEM and covered with a padded fabric for absorption of interior noise.	NAPD		
	27.0 SEATING	Abbreviation	Actual Dimension	Notes
27.1	Driver's seat to be an OEM 10-way power-adjustable base, fully padded with fabric upholstery, a retractable lap and shoulder safety restraint, shock-absorbing, and made of heavy-duty fire-resistant construction. All seat mechanisms must be covered and not exposed.	AE		This feature is not available for E-Transit

27.2	Passenger's (co-pilot) shall be an OEM 10-way power-adjustable base, fully padded with fabric upholstery color compatible with the driver seat, a retractable lap and shoulder safety restraint, shock-absorbing, and made of heavy-duty fire-resistant construction. All seat mechanisms must be covered and not exposed.	AE		This feature is not available for E-Transit
27.3	Passenger seats shall be fully contoured, 2pt restraints, mid-high, and Freedman or approved equal. Seats shall have individual back and bottom cushions with level 4 upholstery. The first row of seating will be designated as priority seating by signs reading "PRIORITY SEATING FOR PERSONS WITH DISABILITIES. OTHER PASSENGERS SHOULD MAKE THESE SEATS AVAILABLE TO THOSE WHO WISH TO USE THEM". Each passenger seat style and fabric will be determined by the end user. All seat option costs shall be included in the seating options in section 40.1 General Options Pricing. Passenger seat layout is at the end of section 40.0.	AE		3pt restraints are required because the vehicles is under 10,000 lbs GVWR
➤	The first row of passenger seats on the street side shall be Freedman 2pt seats. Other seat options shall be priced in section 40.1 and will be decided by the end user.	X		3pt restraints are required
➤	Second and third row street side, if applicable, shall be double foldaway 2pt seats.	x		3pt restraints are required
➤	First row seat on the curbside shall be single foldaway 2pt seat.	x		3pt restraints are required
27.4	A minimum of 28" hip-to-knee space between rows is required, including those seats mounted behind a modesty panel.	x		
27.5	Seat belt extensions shall be provided	x		

	for each individual seat on the vehicle and be the longest available length per seat configuration.			
27.6	Grab handles shall be installed on the top of aisle seats.	x		
27.7	Each seat position shall be equipped with a Freedman under seat retractor (USR) passenger restraint system (seat belts). Seat belts shall be bolted to the seat frame and independent of the seat. All female seat belt release buckles on the aisle side must be the floppy fabric style with a sewn in strap on the seat cover to eliminate the buckle from falling to the floor. The wall side release buckles shall be a rigid design, either cable or formed steel, to eliminate the buckle from falling to the floor. A description and picture of the USR and release buckle must be provided by the bidding vendor.	x		
	28.0 SAFETY EQUIPMENT	Abbreviation	Actual Dimension	Notes
28.1	Each vehicle will be equipped with the following:			
	a. Triangle reflector kit	x		
	b. 5# rechargeable ABC type fire extinguisher with holder	x		
	c. ANSI Z308.1 24-piece first aid kit w/CPR mouthpiece	x		
	d. Backup alarm	x		
	e. Seat belt cutter	x		
	f. Evac-Aid evacuation blanket or approved equal	x		
	g. Body fluid clean-up kit	x		
	h. Vestil wheel chocks (model# RWC-8) and holders (model# TMCH-RWC-8) https://www.northerntool.com/products/vestil-rubber-wheel-chock-molded-9-1-4in-w-x-8in-d-x-6in-h-model-rwc-8-855544	x		Dealer installed

	https://www.northerntool.com/products/vestil-truck-mounted-wheel-chock-holder-rwc-8-working-width-6-25-in-height-9-75-in-included-qty-1-model-tmch-rwc-8-4478052			
	i. Securement location of safety equipment (except for the backup alarm) shall be accessible to the driver.	X		
	29.0 MIRROR	Abbreviation	Actual Dimension	Notes
29.1	Exterior rear-view mirrors shall be OEM dual glass (one convex lens), heated, and remote controlled. A four-way adjustable interior rear-view mirror installed on windshield mirror shall be convex for driver's view of bus interior. Slip on panoramic mirror over the OEM rearview mirror is acceptable.	X		
	30.0 MUD FLAPS	Abbreviation	Actual Dimension	Notes
30.1	OEM mud flaps shall be installed behind front and rear wheels and shall be positioned in such a manner that they are outside the tire envelope to prevent road debris from hitting body panels. Bracing may be required to prevent mud flaps from sailing.	X		
	31.0 EXTERIOR, PAINT, GRAPHICS, LETTERING	Abbreviation	Actual Dimension	Notes
31.1	Buses shall be white unless an agency desires a solid exterior color. (Refer to section 40.2, General Options Pricing)	X		
	32.0 RUSTPROOFING and WARRANTY	Abbreviation	Actual Dimension	Notes
32.1	The entire surface of the underbody construction, including but not limited to; the exterior floor, floor frame structure, step well, body supports, frame extensions, body panels, etc. shall be coated with a rust inhibiting	AE		E-Transit cannot be undercoated because of the battery

	industrial grade undercoating material to a thickness of 10 mils minimum. Undercoating shall comply with current Federal and State standards. No materials from the rustproof process shall restrict any vents or air conditioning drainage tube. Inspection to ensure a clear drain shall be done at the factory and before delivery. Specifications of undercoating must be submitted with the bid.			
32.2	Manufacturer's rustproofing: When a vehicle is rustproofed in accordance with this specification, rustproof and/or bidder shall furnish a written warranty stating the period the rustproofing will protect the vehicle (maximum warranty period offered by manufacturer is required). Defective material and workmanship shall be replaced or repaired by the rustproof manufacturer at no charge in accordance with the warranty. Warranty shall include a detailed outline of all warranty limitations.	X		
	33.0 BODY/CHASSIS WARRANTY	Abbreviation	Actual Dimension	Notes
33.1	Manufacturer will provide a minimum of one (1) year/unlimited miles parts and labor warranty to cover all components and parts on the van body modifications. The chassis will be warranted under OEM standard warranties.	X		
	BATTERY/HYBRID PROPULSION/BATTERY WARRANTY	Abbreviation	Actual Dimension	Notes
33.2	A powertrain warranty of 5 years/100,000 miles and a battery warranty of 3 years/60,000 miles shall be provided.	X		8 year/100,000 mile battery and electrified components warranty

	34.0 MISCELLANEOUS	Abbreviation	Actual Dimension	Notes
34.1	OEM AM/FM/digital radio shall be provided. Radio shall include a clock as part of the radio and not be a separate item. There shall be a minimum of four (4) speakers to be installed in passenger compartment in addition to the OEM driver compartment speakers.	X		
34.2	OEM storage shelf shall be provided overhead of the driver.	X		
34.3	Drivers 12-volt cell phone power charging outlet shall be provided.	X		
34.4	Driver and co-pilot adjustable sun visors shall be provided.	X		
34.5	Every vehicle must be weighed after completion and results must be supplied with the final paperwork for each bus before shipping.	X		
34.6	One set of manuals per agency and one for MDOT for the initial purchase to be provided with vehicle shall include a Parts Manual, Service Manual, and an "As Built" Wiring Schematic. Manuals may be provided on a USB memory stick or a conventional paper manual.	X		
	35.0 BACK-UP CAMERA	Abbreviation	Actual Dimension	Notes
35.1	Van shall have an OEM backup camera with a display integrated into the rear-view mirror and a back-up warning system with an audible alarm.	AE		Dash Display
	36.0 WHEELCHAIR SECUREMENT AREA - RESTRAINTS	Abbreviation	Actual Dimension	Notes
36.1	Wheelchair securement positions shall both be in the rear of vehicle. Area must have a minimum clear floor area of 30"	X		

	x 48" (ADA requirement 49 CFR Part 38.23(d)2), Securement Devices.			
36.2	Wheelchair restraints shall be Q-Strait 360 type or approved equal and shall secure wheelchairs in a forward-facing position. Wheelchair occupant belts shall be provided, as well as a retractable shoulder belt in compliance with ADA and WC 18. Under seat mounted restraint holder (TDSS) shall be provided for belt storage when not in use. A floorplan drawn to scale with the appropriate measurements in relation to the restraint pucks and seats layout is required with the bid submission.	X		
36.3	Floor restraint system must be manufactured by the same company manufacturing the securement system and should be flush mounted. Q-Strait 360 should be appropriate for use with a "Slide and Click" or approved equal type.	NAPD		Slide and click is not available with the type of floor required for E-Transit passenger vans. L-Track with be provided
	37.0 WHEELCHAIR LIFT	Abbreviation	Actual Dimension	Notes
37.1	1000 lbs. Braun Century 2 or an approved equal commercial wheelchair lift shall follow USDOT Rules and Regulations 49 CFR Part 38, ADA 1990, and NHTSA Rule 403/404.	X		
37.2	Lift shall be interlocked with the vehicle doors ensuring that the vehicle cannot be moved when the lift is not in a stowed position and doors closed, 49 CFR Part 38.23(b)2, Controls. A light on the dash shall be provided to indicate door is open.	X		
37.3	Lift platform shall be illuminated by LED lights mounted on the lift itself as well as an additional LED light mounted on the inside of each door leaf	X		

	below window level which shall be shielded to protect the eyes of passengers while entering or leaving lift area, 49 CFR Part 38.31, Lighting.			
37.4	An interior light above the lift to illuminate the wheelchair area should activate when the doors are open.	X		
ADA REQUIREMENTS SHALL SUPERCEDE ANY AND ALL SPECIFICATIONS NOTED HERE.				
37.5	Shall have a handheld pendant control for lift operations shall be a one-hand operation design made of durable ABS plastic. Control box shall have back-lit functions and a coiled cable with modular jack connections.	X		
37.6	Shall have a manual backup system provided to ensure manual raising and lowering operation of lift while occupied in case of electrical failure, shall fold and unfold platform, and manual pump shall be integrated with hydraulic power pack system so that no hydraulic lines or fittings are required for fluid transfer.	X		
37.7	Platform shall be steel construction with a see-through grating to allow improved visibility and safer use, have a minimum usable wheelchair passage width of 33" and a minimum usable length of 52" requiring a 57" vertical clear door opening, and sides of the platform shall be a minimum of 2.5" high.	X		
37.8	Platform shall be automatically folding and unfolding operation allowing both inboard and outboard facing of wheelchair and mobility aid users.	X		

37.9	Outer barrier shall be mechanically activated and be in a vertical position before platform movement. The inner and outer barriers shall be the sole outboard retention devices, be interlocked, and comply with the FMVSS 403/404 requirements. Dual handrails shall be provided for additional security and convenience. Rails shall be 1 1/4" minimum diameter, minimum 30" high, minimum of 8" length, withstand 100lb. force in any direction without permanent deformation, and include platform handrail wheelchair restraint.	X		
37.10	All lift components shall be finished with a baked-on powder coating which will meet a salt spray test of 1000 hours providing corrosion resistance.	X		
	38.0 BID SUBMISSION REQUIREMENTS	Abbreviation		
38.1	The following is a checklist required for this bid to assist in ensuring that the bid is complete. This information is in addition to all documentation found within the specifications.			
»	Altoona Test on bid vehicle.	AE		Exempt
»	Complete informational document on chassis, body construction, interior and exterior body materials, doors, door framing, driver and copilot steps, seat belts and retractors, and undercoating.	X		
»	A fully dimensioned floor plan portraying the arrangement of seats, wheelchair positions and restraint pucks, passenger assists, wheelchair lift, and doorways.	X		
»	A weight analysis worksheet exhibiting individual wheel and axle weights shall apply to the vehicle bid and exhibit	X		

	compliance with the weight limitations of the chassis manufacturer.		
»	Bus body electrical system description, in addition to the “As Built Wiring Schematic”.	X	
»	FMVSS Certifications.	X	
»	Bus Body Manufacturer’s Quality Assurance procedures “in plant”.	X	
»	QVM/SVM certification from chassis manufacturer.	X	
»	References of bidder’s customers currently using the same type of vehicle bid should include contact name, telephone, and date of delivery.	X	
»	Contact name, title, and telephone number for parts and service. Warranty service and parts form included in bid package MUST be completed and returned for the bid to be determined responsive.	X	
»	Literature/Brochure shall be provided for the wheelchair securement system, wheelchair lift, air conditioning, heaters, seating, under seat retractors, release buckles, etc.	X	
»	Pre-Award Buy America Content documents.	X	
»	Recommended service and maintenance schedule for chassis, body, and components.	X	
»	Warranty description documents on chassis, body, and all sub-components.	X	
»	Extended warranty description documents on chassis, body, and all sub-components.	X	

BATTERY/HYBRID PROPULSION			
»	Offeror shall provide diagrams of battery pack configuration and locations in relation to vehicle layout. Offeror shall specify battery manufacturer, chemistry, size/capacity (kWh), nominal voltage (vdc), life cycle (ex >4000 @90% Depth of Discharge), operating temperature range (F°/C°), and estimated driving range on a full charge (miles). Proposals shall include complete descriptions and documented results of all life-cycle testing procedures used to validate the life of High Voltage Batteries at the proposed charging rates, charge durations, and expected ambient temperatures and operating profiles.	X	
»	A detailed description of the propulsion system shall be provided with the proposal. The description shall include a written narrative, a block diagram showing major propulsion system components, an illustration showing the physical layout of propulsion components and high-voltage wire routing within the vehicle, and a detailed wiring diagram and/or electrical schematic for the high-voltage system. Proposer is required to provide a list of applicable industry standards that the proposed propulsion system meets.	X	
»	The Energy Storage System design, including containers, module bracing systems, thermal-management systems, battery-management systems, watering/venting systems, interconnections, fusing, and traction-controller and charger interfaces shall be submitted. The proposal shall include a description of all battery maintenance requirements, including any periodic charge requirements	X	



RFQ # 17A 240315-215

Accessible High Roof Conversion Van - Gas, Hybrid and Electric

IN THE TABLE BELOW, ENTER THE BASE PRICE OF THE PROPULSION SYSTEM BEING BID.

	39.0 BASE PRICE	Price	Notes
39.1	Gasoline Van	\$	
39.2	Hybrid Van	\$	
39.3	Electric Van	\$ 8+2: \$100,169 6+2: \$98,120	
39.4	Factory inspection per person. Refer to Appendix B, section 1.9.	\$ 2,000	

THE FOLLOWING EQUIPMENT IS TO BE BID AS OPTIONS WITH PRICES. THIS LIST SHOULD INCLUDE BUT IS NOT LIMITED TO, ALL ITEMS SO MARKED THROUGHOUT THE SPECIFICATION.

	40.0 GENERAL OPTIONS PRICING	Price	Notes
The following seat options shall reflect the cost difference between the seats specified in 27.0			
40.1	Seating options: Priced per seat, not per double seat. Deduct 2pt standard seat price from these 3pt seat options.		
»	3pt seat	\$ 907	
»	3pt seat with CRS 225 hook and tether	\$ 980	
»	Integrated 3pt child restraint seat	\$ 1,247	
»	Integrated 2pt child restraint seat	\$ 1,275	
»	3pt double foldaway seat	\$ 2,345	
»	3pt single foldaway seat	\$ 2,068	
»	Delete single foldaway seat	\$ (350)	
40.2	Exterior options:		
»	One contrast stripe	\$ 1,440	
»	Two contrast stripes	\$ 2,040	
»	Solid color exterior paint	\$ 9,950	
»	Lettering (per letter)	\$ 25	
»	Fleet number (per number)	\$ 75	
»	Additional snow tire and wheel mounted in compliance with Section	\$ 1,405	

	14.0 (priced each)		
40.3	Two-way radio pre-wire shall consist of a roof ground plane under the antenna location with a pull wire routed to the center of the dash, 10ga. power and ground wire, and 14ga. activation wire routed to the left side of the doghouse area with extra wire to allow placement of radio. Shielded wiring or a filtered circuit board may be required to prevent interference.	\$ 453	
40.4	Video interior surveillance camera system: REI HD 5-600 with 2TB hard drive or equivalent bid specification. Each bus camera system will include CD/software, remotes, cables, keys, and an extra set of keys. Provide pricing for each of the following options.		
»	HD 5-600 DVR three-camera system	\$ 4,933	
»	HD 5-600 DVR four-camera system	\$ 5,279	
»	HD 5-600 DVR five-camera system	\$ 5,821	
»	Extra 2 terabyte hard drive	\$ 1,529	
»	HD 5-600 DVR with Wi-Fi and 4G LTE three-camera system	\$ 5,793	
»	HD 5-600 DVR with Wi-Fi and 4G LTE four-camera system	\$ 6,195	
»	HD 5-600 DVR with Wi-Fi and 4G LTE five-camera system	\$ 6,741	
40.5	Video interior surveillance camera system: Safe Fleet 4 or 6 channel DVR. Each bus camera system will include the following: Basic viewing software, a 2TB hard drive, wiring harness, event trigger, GPS, two sets of keys, and installation. Each agency order will also include a 1x - 7-inch video monitor, USB mouse, and HDD docking station for DVR configuration, troubleshooting, and video review. Provide pricing for each of the following options.		

»	DH-4 DVR three-camera system	\$ 6,237	
»	DH-4 DVR four-camera system	\$ 6,718	
»	DH-6-DVR five-camera system	\$ 8,511	
»	Extra 2 terabyte hard drive	\$ 1,278	
»	Cellular router system	\$ included in option below	
»	Wi-Fi and cellular router and modem system	\$ 3,721	purchase must include wi-fi, router, and modem
40.6	PA system: REI or equivalent bid specification shall have a handheld microphone and internal and external speakers with switches to control interior speakers and exterior speakers individually or all speakers together.	\$ 1,261	
40.7	Vehicle battery jump-start connection: Anderson 350 or equivalent bid specification shall be readily accessible in the engine compartment.	\$ N/A	
40.8	Mobilite destination signage: front and side	\$ 8,545	Transign: \$6,420
40.9	Farebox: Diamond NV with two vaults	\$ 3,363	
40.10	Farebox: Diamond SV with two vaults	\$ 4,503	
40.11	ADA fixed route vehicle requirements: including but not limited to pull cords and buttons in the wheelchair areas and an overhead lighted stop request sign with an audio stop indication	\$ 1,529	
40.12	Chassis manufacturer's extended warranty price sheet and extended service plan. Ford ExtraCare 4-year or 100k miles price or comparable plan	\$ 2,335	5 year/100,000 miles
40.13	Body manufacturer's extended warranty price sheet and extended service plan	\$ included	5 year/100,000 miles
40.14	Bike rack: Sport Works two-position front mounted stainless steel	\$ 5,064	

40.15	Fat tire bike rack: Sport Works 5 ½ in two-position front mounted stainless steel	\$ 5,280	
40.16	Deduct TDSS and supply Q'Straint storage box	\$ (30)	
40.17	Deduct TDSS and supply Q'Straint storage bag	\$ (25)	
40.18	Deduct TDSS and supply Q'Straint wall track	\$ (50)	
40.19	Slide & Click puck layout for larger wheelchairs: per puck	\$ 100	
40.20	Third spare key	\$ 407	
40.21	Third A/M door key FOB	\$ 297	
40.22	Driver's polycarbonate (Covid) barrier: must meet FMVSS 205 and AS4 rating. Specifications and illustrations of the polycarbonate barrier must be submitted with the price.	\$ 1,787	
40.23	Overhead mounted handrails	\$ 967	
40.24	Diesel engine	\$ N/A	
40.25	Low profile roof hatch/ventilator with red LED light identifying an emergency exit.	\$ 611	
40.26	Rear curbside lift configuration: shall have additional lights illuminating the loading area. Lift access doors: shall be key locking, located behind the rear axle, measure a minimum of 57" in height, have a clear opening width that will accommodate the lift being offered, include a window in each upper section of each door leaf, have framing constructed using stainless steel, have gas pressurized strut rods to hold the doors open when in use, be fully insulated, and have full length piano hinges and a high-density foam rubber gasket to seal against	\$ 17,906	

	water seepage.		
40.27	1000 lbs. 37" wheelchair lift (rear door only): deduct the price for the standard lift specified.	\$ 2,747	
40.28	Q'Straint One system - 48 inches: deduct TDSS, Slide & Click floor pucks, and Q'Straint 360 retractors and belt set.	\$ 5,214	
40.29	Q'Straint One system - 52 inches: deduct TDSS, Slide & Click floor pucks, and Q'Straint 360 retractors and belt set.	\$ N/A	
40.30	Vehicle operator training: shall be provided within the first year of the agency receiving the vehicle(s) when requested, cover the functional operation of the body and chassis (if appropriate), and be conducted for appropriate staff members at their facility. The bid packet must include the training agenda and a detailed description of the maintenance & operation training.	\$ included	
	BATTERY/HYBRID PROPULSION OPTIONS		
40.31	Battery/Hybrid Vehicle operators, maintainers, safety and first responders training shall be provided within the first year of the agency receiving the vehicle(s). Training will be requested by the end user agencies. Training shall cover the functional operation, operational safety and maintenance implications of the drivetrain, regenerative braking, battery system, high voltage battery charger, body, and chassis, (if appropriate) and shall be conducted for appropriate staff members and local stakeholders at their facility. Bid packet must include the training agenda and detailed description of the safety, maintenance & operation training with bid submittal.	\$ included	

40.32	Extended powertrain and battery warranty for 7 years or 120,000 miles	\$ 2,915 Ford Base Care 7 years/125,000 miles	EV battery 8 year/100,000 miles warranty from Ford. No ext warranty available.
40.33	Diesel auxiliary heater	\$ N/A	
40.34	Additional battery capacity for energy storage system	\$ 6,111	N/A until 2025 MY, 89 kW
40.35	An HVAC system with heat pumps.	\$ N/A	
40.36	Provide a data logger which records vehicle and battery operating data, vehicle position, remote diagnostics/troubleshooting codes, route travel, and continuous State of Charge (SOC), accessory power consumption and driving elevations.	\$	Must be purchased by end user from Ford

RIDER B TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
 - d. The term "Division" shall refer to the State of Maine Division of Purchases.
 - e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination,

excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

22. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders
and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

Appendix A


**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Model 1 Commercial Vehicles, Inc.		
Chief Executive - Name/Title: Anthony Matijevich, Jr. / Chief Executive Officer		
Tel: 888-633-8380	Fax: 909-465-5529	E-mail: BidDepartment@Model1.com
Headquarters Street Address: 9225 Priority Way West Drive, Suite 300		
Headquarters City/State/Zip: Indianapolis, Indiana, 46240		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Patrick Claffey / Public Sector Sales, Northeast		
Tel: 603-886-0880	Fax: 909-465-5529	E-mail: PClaffey@Model1.com
Street Address: 13 Rebel Road		
City/State/Zip: Hudson, New Hampshire, 03051		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Nick Corley	Title: Transit Bid Manager
Authorized Signature: 	Date: 5-2-2024


Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Nick Corley	Title: Transit Bid Manager
Authorized Signature: 	Date: 5-2-2024

Appendix D

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION
CERTIFICATION**

RFQ # 17A 240315-215

Accessible High Roof Conversion Van - Gas, Hybrid and Electric

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Orders from Municipality, Political Subdivisions and School Districts (Appendix D): If the bidder elects to permit Municipality, Political Subdivisions and School Districts to utilize the resulting Master Agreement Contract, The State of Maine will not be responsible for any order placed by these groups. All orders will originate from these groups and they will be liable for all payments.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

☒ Yes

☐ Yes, with conditions as follows:

☐ No

Name of Company:

Model 1 Commercial Vehicles, Inc.

Address:

13 Rebel Road, Hudson, New Hampshire, 03051

Signature:



- Nick Corley, Transit Bid Manager

Date: 5-2-2024

Appendix F

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PROCUREMENT SERVICES

FEDERAL REQUIREMENTS

RFQ # 17A 240315-215

Accessible High Roof Conversion Van - Gas, Hybrid and Electric

1.0 FEDERAL REQUIREMENTS

1.1 INSPECTION-FEDERAL

The U.S. Department of Transportation, Federal Transit Administration and/or representatives of the MaineDOT shall have the right and be at liberty to inspect, with the cooperation of the successful bidder, materials and workmanship of proposed vehicles and shall have the right to reject materials and workmanship which do not conform to the specifications. Inspections, if any, shall take place during normal business hours. Whether or not inspection is made, the successful bidder shall not be relieved of any obligation to furnish material and workmanship strictly in accordance with specifications.

1.2 CIVIL RIGHTS AND EQUAL OPPORTUNITY

The following requirements apply to the underlying contract.

(1) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age. 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, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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 the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in

Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

1.3 CONTRACT WORK HOURS & SAFETY STANDARDS ACT

All subcontracts of the successful bidder, and all lower tiers subcontracts, shall contain or reference all applicable provisions of this Invitation to Bid. To the extent applicable, any procurement may be covered by The Contract Work Hours and Safety Standards Act as codified at 40 USC 3701, 40 USC 3701(b)(1)(B)(iii) and (b)(2), 40 USC 3701(b)(3) (A)(iii), 29 CFR 5.5(b), 29 CFR 5.5(c), 29 CFR 5.2(h), and 49 CFR 18.36(i)(6), Maine DOT will include this clause in said procurements with the following language.

(1) Overtime requirements - No successful bidder or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the successful bidder and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such successful bidder and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the successful bidder or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime successful bidder, such sums as may be determined to be necessary to satisfy any liabilities of such successful bidder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

through (4) of this section.

1.4 FLY AMERICA REQUIREMENTS:

- a) Definitions. As used in this clause-- A-43 "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]: N/A

- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

1.5 CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSELS:

Cargo Preference - 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 loading 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 A-20 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.); and
- 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.

1.6 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS:

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

(1) Buy America Requirements: The successful bidder 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 successful bidder shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The successful bidder 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.

1.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

1.8 ENERGY CONSERVATION:

The successful bidder 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.

1.9 FEDERAL CHANGES:

Successful bidder 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. Successful bidder's failure to so comply shall constitute a material breach of this contract.

1.10 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES:

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

1.11 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

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 A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. 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.

1.12 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

1.13 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: a) Debarred from participation in any federally assisted Award; b) Suspended from participation in any federally assisted Award; c) Proposed for debarment from participation in any federally assisted Award; d) Declared ineligible to participate in any federally assisted Award; e) Voluntarily excluded from participation in any federally assisted Award; or f) Disqualified from participation in any federally assisted Award.

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 AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part

1200, 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.

1.14 ACCESS TO RECORDS AND REPORTS:

a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractor's access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

1.15 AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

2.0 CERTIFICATIONS

The following Certifications and information shall be provided by the bidder in conjunction with this Invitation to Bid. FAILURE TO COMPLETE THESE CERTIFICATIONS MAY CAUSE THE BID TO BE REJECTED AS NON-RESPONSIVE.

- Eligibility: Debarment & Suspension
- Non-Collusion Bidding

- Vehicle Performance and Warranty Data.
- Safety, Exhaust/Emissions, Noise Standards
- Disadvantaged Business Enterprise/Women Owned Business Enterprise Goals
- Buy America Provision.
- Bus Testing Provision
- Specification Compliance.
- Lobbying Activities.
- Recycled Products.

ALL CERTIFICATIONS MUST BE COMPLETED & SIGNED.

2.1 CERTIFICATE OF ELIGIBILITY

The _ (Company name) hereby certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.
- (2) Have not, within a three year period preceding this proposal, been convicted of, nor had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in paragraph (2) of this certification; and
- (4) Have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or Local) terminated by default.

The Bidder certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform the State of Maine. Should the Bidder be unable to certify to the statements of paragraphs (1) through (4) above, it shall so acknowledge on its Signature Page and provide a written explanation to the State of Maine.

Dated 5-2-2024

Printed name of Person Bidding Nick Corley



Authorized Signature

Title Transit Bid Manager

2.2 NONCOLLUSION BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Dated 5-2-2024

Printed name of Person Bidding Nick Corley



Authorized Signature

Title Transit Bid Manager

Appendix G

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

MAINEDOT TERMS AND CONDITIONS

**RFQ # 17A 240315-215
Accessible High Roof Conversion Van - Gas, Hybrid and Electric**

- **AGREEMENT**

The Vendor shall deliver the equipment ordered in accordance with this Agreement and governed by these Terms and Conditions.

- **INDEPENDENT CAPACITY**

In providing the equipment under the Agreement, the Vendor shall act independently and not as an agent of the State of Maine.

- **STATUS REPORTS**

Prior to the start of work, the Vendor shall furnish MaineDOT with a proposed progress schedule in MaineDOT's standard format. The Vendor will outline the various phases of work that will need to be completed in order to meet the schedule set forth by MaineDOT. During equipment assembly, the successful bidder shall submit to MaineDOT's Fleet Representative, a Monthly Status Report of accomplishments from the preceding month. The progress report shall be used to keep team members and MaineDOT's Fleet Representative informed about project status and issues. Information will include:

1. A written statement describing the work accomplished during the period and to date.
2. An estimate of the percentage of work completed within the specified services.
3. Any information needed from MaineDOT to complete the project and avoid delays.
4. The successful bidder's action plan to remedy and address any non-conforming or unacceptable work submitted to Department.
5. Document anticipated problems and possible solutions.

These progress reports shall be submitted to MaineDOT on a **monthly basis**. Failure to submit could result in non-payment of the invoice, or be considered as a default, and shall be recorded in the Vendor's Performance Evaluation. If work is temporarily delayed, the Vendor may suspend submittal of the monthly progress reports with written approval from MaineDOT. The Vendor shall be responsible for addressing any action that may be required to keep the project on schedule. MaineDOT shall have a period of 15 business days after receipt of the submissions to complete the review and make any necessary comments. Following the review, the Vendor will make any revisions and corrections requested by MaineDOT.

- **PAYMENT AND OTHER PROVISIONS**

MaineDOT anticipates paying the selected Vendor for goods and services received, on the basis of net

30 payment terms following acceptance of the equipment, the receipt of an acceptable title and required documents, and an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains the State of Maine Agreement number, correct pricing information relative to the Agreement, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the Agreement.

MaineDOT reserves the right to pay for the equipment purchased by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Vendors are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

- **WARRANTY**

For a period of one (1) year following equipment delivery and acceptance (the “Warranty period”), Vendor unconditionally warrants and guarantees that the equipment shall be free from defects in parts and workmanship. If MaineDOT discovers any defects during the Warranty period, the Vendor’s obligation will be to repair or replace the equipment or refund the purchase price, at MaineDOT’s sole option subject to the following requirements as applicable:

- Replacement will be with new equipment matching the specifications within this Agreement.
- Reimbursement will be for the total purchase price of the equipment including the cost of returning the equipment.
- All Repairs including the cost of transporting the equipment will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one-year period following the repair.

The Vendor hereby assigns to MaineDOT the right to enforce all manufacturer’s warranties or guarantees on the equipment.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor’s warranty obligations, MaineDOT shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the breach, MaineDOT may pursue whatever remedies may be available.

- **DAMAGES**

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of one hundred dollars (\$100.00) per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty.

If the bus fails inspection/acceptance, Maine DOT authorized person will provide the inspection report to the contractor. The Contractor will have up to 30 days from receiving the report to complete the

necessary repairs to meet a final acceptance. The damages will resume when the contractors 30 days has passed.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor or may be recovered by through any lawful means.

- **SET-OFF RIGHTS**

MaineDOT shall have all of its common law, equitable and statutory rights of set-off.

- **FORCE MAJEURE**

Either party may be excused from performance under this Agreement to the extent the failure to perform is caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, and freight embargos, or other causes beyond the party's reasonable control. In the event of such event of force majeure, the affected party shall provide the other party written notice of the cause of delay within fifteen (15) days from the beginning of any such delay. The time of performance shall be excused to extent of the duration of any such event of force majeure, or such period of time as may be mutually agreed upon by the parties.

- **INDEMNIFICATION**

The Vendor shall indemnify and hold harmless the MaineDOT and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Vendor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Vendor shall not be liable for claims arising out of the negligent acts or omissions of the MaineDOT, or for actions taken in reasonable reliance on written instructions of the MaineDOT. This indemnification provision shall survive any termination or expiration of the Agreement.

- **DEFAULT, TERMINATION**

1. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.
2. The MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from the MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.
3. The MaineDOT shall have the right to terminate this Agreement immediately upon written notice

to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii) proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor's delivery of information technology services, then the MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).

4. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by the MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by the MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided the MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
5. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

• **DELIVERY AND ACCEPTANCE**

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- The Vendor will contact MaineDOT Fleet Services 48 hrs. prior to delivery with an estimated time of arrival.
- Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.
- Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

- **RIGHT TO SUSPEND WORK**

MaineDOT has the right to suspend any or all work at any time for any reason as it deems necessary. Consultant may receive payment for the portion of services completed through the date of suspension.

- **COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS**

Data and publication rights to any documents, produced under the terms of Agreement are the property of MaineDOT. The Vendor shall not copyright the material produced under the terms of the Agreement without written approval of MaineDOT, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Agreement mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of the MaineDOT.

- **CLAIMS AND DISPUTES**

General

To preserve any claim arising out of the Agreement, the Parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Vendor shall continue to perform its services during any dispute resolution process. If the Vendor continues to perform, MaineDOT shall continue to make payments in accordance with the Agreement of amounts not in dispute.

Negotiation with Maine Dot's Fleet Representative

The Vendor shall promptly notify Maine Dot's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and Maine Dot's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. Maine Dot's Fleet Representative will promptly issue a decision.

Review by Director

If the Vendor desires a review of Maine Dot's Fleet Representative's decision, then the Vendor shall promptly request in writing that Maine Dot's Director of the applicable Bureau or Office review the Fleet Representative's decision. The Director or its designee(s) shall promptly notify the Vendor in writing of the result of the review.

Dispute Resolution

If the dispute remains unresolved after negotiation and review as set forth above, the Parties may proceed to mediation by selecting a mediator acceptable to both.

If the Parties are unable to resolve the dispute through mediation, either party may seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

- **CONTROLLING LAWS**

The Agreement referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

Laws to Be Observed

The Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor shall indemnify MaineDOT and hold MaineDOT harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

- **ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT**

This Agreement sets forth the entire agreement of the parties with regard to the subject herein. This Agreement may not be modified except by a written amendment executed by both parties.

Neither MaineDOT nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Agreement.

- **SEVERABILITY**

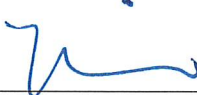
The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

ii. **NON-WAIVER**

If MaineDOT fails or refuses to enforce any provision in the Agreement that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Dated 5-2-2024

Printed name of Person Bidding Nick Corley



Authorized Signature

Title Transit Bid Manager

MODEL 1 COMMERCIAL VEHICLES
9225 Priority Way W. Dr.
Suite 300
Indianapolis, IN 46240

SERVICE AND WARRANTY LOCATIONS - STATE OF MAINE

Dealer	Address	City	State	Zip	Vehicle	Service within 75 miles of	Contact Name	Service #	Parts #
Vehicle Chassis/Engine/Transmission									
Darling's Ford	262 Bath Road	Brunswick	ME	04011	Ford	Auburn. Portland, Sanford	n/a	207-531-1383	207-725-1228
Whited Ford	207 Perry Road	Bangor	ME	04401		Belfast, Ellsworth, Bangor	Marissa	207-947-3673 (ext 123)	
Rowe Ford	91 Main Street	Westbrook	ME	04092		Auburn, Portland, Sanford	n/a	207-605-7000	207-857-7209
York Ford	315 North Street	Houlton	ME	04730		Presque Isle	Richard Ford	888-319-3845	888-532-4784
Griffeth Ford	U.S. Route 1	Caribou	ME	04736		Presque Isle	Jamie Bennett	207-496-3111	888-512-9032
Vehicle Body and Component									
Whited Ford	207 Perry Road	Bangor	ME	04401	Ford	Belfast, Ellsworth, Bangor	n/a	207-947-3673	
Vehicle Air Conditioning									
(Braunability) MobilityWorks	1766 Hammond Street	Hermon	ME	04401		Ellsworth, Bangor, Belfast	n/a	888-698-3046	
	32 Lewiston Road, Unit 2B	Gray	ME	04039		Auburn, Portland, Sanford	n/a	207-747-2064	
Vehicle Wheelchair Lift/Ramp									
(Braunability) MobilityWorks	1766 Hammond Street	Hermon	ME	04401		Ellsworth, Bangor, Belfast	n/a	888-698-3046	
	32 Lewiston Road, Unit 2B	Gray	ME	04039		Auburn, Portland, Sanford	n/a	207-747-2064	
Vehicle Camera System									
(Braunability) MobilityWorks	1766 Hammond Street	Hermon	ME	04401		Ellsworth, Bangor, Belfast	n/a	888-698-3046	
	32 Lewiston Road, Unit 2B	Gray	ME	04039		Auburn, Portland, Sanford	n/a	207-747-2064	
Vehicle Signage									
(Braunability) MobilityWorks	1766 Hammond Street	Hermon	ME	04401		Ellsworth, Bangor, Belfast	n/a	888-698-3046	
	32 Lewiston Road, Unit 2B	Gray	ME	04039		Auburn, Portland, Sanford	n/a	207-747-2064	

Scheduled Maintenance

GENERAL MAINTENANCE INFORMATION

Why Maintain Your Vehicle?

Carefully following the maintenance schedule helps protect against major repair expenses resulting from neglect or inadequate maintenance and may help to increase the value of your vehicle when you sell or trade it. Keep all receipts for completed maintenance with your vehicle.

We have established regular maintenance intervals for your vehicle based upon rigorous testing. It is important that you have your vehicle serviced at the correct times. These intervals serve two purposes; one is to maintain the reliability of your vehicle and the second is to keep the cost of owning your vehicle down.

It is your responsibility to have all scheduled maintenance performed and to make sure that the materials used meet the specifications identified in this owner's manual. See **Capacities and Specifications** (page 281).

Failure to perform scheduled maintenance invalidates warranty coverage on parts affected by the lack of maintenance.

Why Maintain Your Vehicle at Your Dealership?

Factory-trained Technicians

Service technicians participate in extensive factory-sponsored certification training to help them become experts on the operation of your vehicle. Ask your dealership about the training and certification their technicians have received.

Genuine Ford and Motorcraft Replacement Parts

Dealerships stock Ford, Motorcraft and Ford-authorized branded re-manufactured replacement parts. These parts meet or exceed our specifications. Parts installed at your dealership carry a nationwide 12-month or 12,000 mi (20,000 km) parts and labor limited warranty.

If you do not use Ford authorized parts they may not meet our specifications and depending on the part, it could affect emissions compliance.

Convenience

Many dealerships have extended evening and Saturday hours to make your service visit more convenient and they offer one stop shopping. They can perform any services that are required on your vehicle, from general maintenance to crash repairs.

Note: *Not all dealers have extended hours or body shops. Please contact your dealer for details.*

Protecting Your Investment

Maintenance is an investment that pays dividends in the form of improved reliability, durability and resale value. To maintain the correct performance of your vehicle and its emission control systems, make sure you have scheduled maintenance performed at the designated intervals.

Vehicles with a 3.2L, 3.5L or 3.7L Engine

Your vehicle is equipped with the Intelligent Oil-Life Monitor system, which displays a message in the information display at the correct oil change interval. This interval may be up to one year or 10,000 mi (16,000 km).

Scheduled Maintenance

When the oil change message appears in the information display, it is time for an oil change. Make sure you perform the oil change within two weeks or 500 miles (800 kilometers) of the message appearing. Make sure you reset the Intelligent Oil-Life Monitor after each oil change. See **Changing the Engine Oil and Oil Filter** (page 217).

If your information display resets prematurely or becomes inoperative, you should perform the oil change interval at six months or 5,000 mi (8,000 km) from your last oil change. Never exceed one year or 10,000 mi (16,000 km) between oil change intervals.

All Vehicles

Your vehicle is very sophisticated and built with multiple, complex, performance systems. Every manufacturer develops these systems using different specifications and performance features. That is why it is important to rely upon your dealership to correctly diagnose and repair your vehicle.

Ford Motor Company has recommended maintenance intervals for various parts and component systems based upon engineering testing. Ford Motor Company relies upon this testing to determine the most appropriate mileage for replacement of oils and fluids to protect your vehicle at the lowest overall cost to you and recommends against maintenance schedules that deviate from the scheduled maintenance information.

We strongly recommend the use of only genuine Ford, Motorcraft or Ford-authorized re-manufactured replacement parts engineered for your vehicle.

Additives and Chemicals

This owner's manual and the Ford Workshop Manual list the recommended additives and chemicals for your vehicle. We do not recommend using chemicals or additives not approved by us as part of your vehicle's normal maintenance. Please consult your warranty information.

Oils, Fluids and Flushing

In many cases, fluid discoloration is a normal operating characteristic and, by itself, does not necessarily indicate a concern or that the fluid needs to be changed. However, a qualified expert, such as the factory-trained technicians at your dealership, should inspect discolored fluids that also show signs of overheating or foreign material contamination immediately.

Make sure to change your vehicle's oils and fluids at the specified intervals or in conjunction with a repair. Flushing is a viable way to change fluid for many vehicle sub-systems during scheduled maintenance. It is critical that systems are flushed only with new fluid that is the same as that required to fill and operate the system or using a Ford-approved flushing chemical.

Owner Checks and Services

Make sure you perform the following basic maintenance checks and inspections every month or at six-month intervals.

Check every month
Engine oil level.
Function of all interior and exterior lights.
Tires (including spare) for wear and correct pressure.
Windshield washer fluid level.

Scheduled Maintenance

Check every six months
Battery connections. Clean if necessary.
Body and door drain holes for obstructions. Clean if necessary.
Cooling system fluid level and coolant strength.
Door weatherstrips for wear. Lubricate if necessary.
Hinges, latches and outside locks for correct operation. Lubricate if necessary.
Parking brake for correct operation.
Safety belts and seat latches for wear and function.
Safety warning lamps (brake, ABS, airbag and safety belt) for operation.
Washer spray and wiper operation. Clean or replace blades as necessary.

Multi-point Inspection

In order to keep your vehicle running correctly, it is important to have the systems on your vehicle checked regularly. This can help identify potential issues and prevent major problems. We recommend having the following multi-point inspection performed at every scheduled maintenance interval to help make sure your vehicle keeps running correctly.

Multi-point Inspection
Accessory drive belt(s).
Battery performance.
Engine air filter.
Exhaust system.

Multi-point Inspection
Exterior lamps and hazard warning system operation.
Fluid levels [*] ; fill if necessary.
For oil and fluid leaks.
Horn operation.
Radiator, cooler, heater and A/C hoses.
Suspension component for leaks or damage.
Steering and linkage.
Tires (including spare) for wear and correct pressure ^{**} .
Windshield for cracks, chips or pits.
Washer spray and wiper operation.

^{*} Brake, coolant recovery reservoir, automatic transmission, power steering (if equipped with hydraulic power assist steering) and window washer.

^{**} If your vehicle is equipped with a temporary mobility kit, check the tire sealant expiration Use By date on the canister. Replace as needed.

Be sure to ask your dealership service advisor or technician about the multi-point vehicle inspection. It is a comprehensive way to perform a thorough inspection of your vehicle. Your checklist gives you immediate feedback on the overall condition of your vehicle.

Scheduled Maintenance

NORMAL SCHEDULED MAINTENANCE

Intelligent Oil-Life Monitor™

Your vehicle is equipped with an Intelligent Oil-Life Monitor that determines when you should change the engine oil based on how your vehicle is used. By using several important factors in its calculations, the

monitor helps reduce the cost of owning your vehicle and reduces environmental waste at the same time.

The following table provides examples of vehicle use and its impact on oil change intervals. It is a guideline only. Actual oil change intervals depend on several factors and generally decrease with severity of use.

When to expect the oil change message	
Interval	Vehicle use and example
7500-10000 miles (12000-16000 km)	Normal
	Normal commuting with highway driving. No, or moderate, load or towing. Flat to moderately hilly roads. No extended idling.
5000-7499 miles (8000-11999 km)	Severe
	Moderate to heavy load or towing. Mountainous or off-road conditions. Extended idling. Extended hot or cold operation.
3000-4999 miles (4800-7999 km)	Extreme
	Maximum load or towing. Extreme hot or cold operation.

Normal Maintenance Intervals

At every oil change interval as indicated by the information display*
Change engine oil and filter.**
Rotate tires, inspect tire wear and measure tread depth.
Perform a multi-point inspection (recommended).
Inspect the automatic transmission fluid level (if equipped with dipstick). Consult your dealer for requirements.
Inspect the brake pads, shoes, rotors, drums, brake linings, hoses and parking brake.

Scheduled Maintenance

At every oil change interval as indicated by the information display [*]
Inspect the engine cooling system strength and hoses.
Inspect the exhaust system and heat shields.
Inspect front axle and U-joints. Lubricate if equipped with grease fittings.
Inspect the steering linkage, ball joints, suspension, tire-rod ends, driveshaft and U-joints. Lubricate any areas with grease fittings.
Diesel engine fill diesel exhaust fluid.
Inspect the wheels and related components for abnormal noise, wear, looseness or drag.

^{*} Do not exceed one year or 10000 miles (16000 kilometers) between service intervals.

^{**} Reset the Intelligent Oil-Life Monitor after engine oil and filter changes.

Other maintenance items ¹	
Every 30000 miles (48000 km)	Torque rear axle U-bolts to specification.
	Diesel engine replace fuel filter. ²
	Replace engine air filter.
Every 45000 miles (70000 km)	Change diesel foam air filter.
At 100000 miles (160000 km)	Change engine coolant. ³
Every 100000 miles (160000 km)	Replace spark plugs.
	Inspect accessory drive belt(s). ⁴
Every 150000 miles (240000 km)	Change automatic transmission fluid and filter.

Scheduled Maintenance

Other maintenance items ¹	
	Change rear axle fluid.
	Replace accessory drive belt(s).

¹ Perform these maintenance items within 3000 miles (4800 kilometers) of the last engine oil and filter change. Do not exceed the designated distance for the interval.

² Replace early if indicated by per Water In Fuel warning lamp. See **Warning Lamps and Indicators** (page 81).

³ Initial replacement at six years or 100000 miles (160000 kilometers), then every three years or 50000 miles (80000 kilometers).

⁴ After initial inspection, inspect every other oil change until replaced.

SPECIAL OPERATING CONDITIONS SCHEDULED MAINTENANCE

If you operate your vehicle **primarily** in any of the following conditions, you need to perform extra maintenance as indicated. If you operate your vehicle **occasionally** under any of these conditions, it is not necessary to perform the extra maintenance. For specific recommendations, see your dealership service advisor or technician.

Perform the services shown in the following tables when specified or within 3000 miles (4800 kilometers) of the oil change required message appearing in the information display.

- Example 1:** The message appears at 28,750 mi (46,270 km). Perform the 30,000 mi (48,000 km) automatic transmission fluid replacement.
- Example 2:** The message does not appear, but the odometer reads 30,000 mi (48,000 km) (for example, the Intelligent Oil-Life Monitor was reset at 25,000 mi (40,000 km)). Perform the engine air filter replacement.

Towing a trailer or using a car-top carrier	
As required	Change engine oil and filter as indicated by the information display and perform services listed in the Normal Scheduled Maintenance chart.
Inspect frequently, service as required	Inspect and lubricate U-joints.
	See axle maintenance items under Exceptions .
Every 60000 miles (96000 km)	Replace spark plugs.

Scheduled Maintenance

Extensive idling or low-speed driving for long distances, as in heavy commercial use (such as delivery, taxi, patrol car or livery)	
As required	Change engine oil and filter as indicated by the information display and perform services listed in the Normal Scheduled Maintenance chart.
Inspect frequently, service as required	Replace engine air filter.
Every 60000 miles (96000 km)	Replace spark plugs.

Operating in dusty or sandy conditions (such as unpaved or dusty roads)	
Inspect frequently, service as required	Replace engine air filter.
Every 5000 miles (8000 km)	Inspect the wheels and related components for abnormal noise, wear, looseness or drag.
	Rotate tires, inspect tires for wear and measure tread depth.
Every 5000 miles (8000 km) or six months	Change engine oil and filter.*

*Reset your Intelligent Oil-Life Monitor after each engine oil and filter change.

Off-road operation	
Inspect frequently, service as required	Inspect steering linkage, ball joints and U-joints. Lubricate if equipped with grease fittings.
	Replace engine air filter.
Every 5000 miles (8000 km) or six months	Change engine oil and filter.*
	Inspect the wheels and related components for abnormal noise, wear, looseness or drag.
	Rotate tires, inspect tires for wear and measure tread depth.

*Reset your Intelligent Oil-Life Monitor after each engine oil and filter change.

Scheduled Maintenance

Exclusive use of E85 (Flex fuel vehicles only)	
Every oil change interval	If ran exclusively on E85, fill the fuel tank full with regular unleaded fuel.

Exceptions

There are several exceptions to the Normal Schedule:

Normal vehicle axle maintenance: Rear axles and power take-off units with synthetic fluid and light-duty trucks equipped with Ford-design axles are lubricated for life; do not check or change fluid unless a leak is suspected, service is required or the assembly has been submerged in water. During long periods of trailer towing with outside temperatures above 70°F (21°C) and at wide-open throttle for long periods above 45 mph (72 km/h), change non-synthetic rear axle fluid every 30,000 mi (48,000 km) or three months, whichever comes first. This interval can be waived if the axle is filled with 75W85 synthetic gear fluid meeting Ford specification WSS-M2C942-A or equivalent. Add friction modifier XL-3 EST-M2C118-A or equivalent for complete refill of Traction-Lok rear axles. See **Capacities and Specifications** (page 281).

Police, Taxi and Livery vehicle axle maintenance: Change rear axle fluid every 100,000 mi (160,000 km). Rear axle fluid change may be waived if the axle was filled with 75W85 synthetic gear fluid meeting Ford specification WSS-M2C942-A or

equivalent. Add four ounces (118 milliliters) of additive friction modifier XL-3 EST-M2C118-A, or equivalent, for complete refill of Traction-Lok rear axles. Change the axle fluid anytime the axle submerges in water.

California fuel filter replacement: If you register your vehicle in California, the California Air Resources Board has determined that the failure to perform this maintenance item does not nullify the emission warranty or limit recall liability before the completion of your vehicle's useful life. Ford Motor Company, however, urges you to have all recommended maintenance services performed at the specified intervals and to record all vehicle service.

Hot climate oil change intervals: Vehicles operating in the Middle East, North Africa, Sub-Saharan Africa or locations with similar climates using an American Petroleum Institute (API) Certified for Gasoline Engines (Certification mark) oil of SM or SN quality, the normal oil change interval is 5,000 mi (8,000 km).

If the available API SM or SN oils are not available, then the oil change interval is 3,000 mi (4,800 km).

Engine air filter replacement: The life of the engine air filter is dependent on exposure to dusty and dirty conditions. Vehicles operated in these conditions require frequent inspection and replacement of the engine air filter.

2.4 APPLICABLE REGULATIONS: SAFETY, EXHAUST & NOISE STANDARDS

Vehicles must meet all appropriate State and Federal Motor Vehicle Safety Standards, including standards for impact, rollover, brakes, windshield, windows, and lights. FMVSS

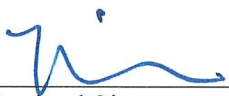
Vehicles must meet Federal noise and exhaust emission standards.

Vehicle must meet Federal accessibility specifications as published in the Americans with Disabilities Act (ADA) and 49 CFR Parts 27.37 and 38 as they apply to this purchase.

Please certify that vehicle being bid meets all Federal and State Safety Standards, Federal Noise & Exhaust/Emissions Standards, ADA regulations, ALL according to regulations cited above.

Dated 5-2-2024

Printed name of Person Bidding Nick Corley



Authorized Signature

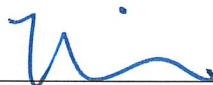
Title Transit Bid Manager

2.5 DISADVANTAGED BUSINESS/WOMEN OWNED BUSINESS ENTERPRISE GOALS

The undersigned hereby certifies that its Disadvantaged Business Enterprise/Women Owned Business Enterprise Goals have not been disapproved by the U.S. Department of Transportation Federal Transit Administration pursuant to 49 CFR, Part 26.49.

Dated 5-2-2024

Printed name of Person Bidding Nick Corley



Authorized Signature

Title Transit Bid Manager

TRANSIT VEHICLE MANUFACTURERS (TVM)

Certification of Compliance with Disadvantaged Business Regulations

This procurement is subject to the provisions of 49 CFR Section 26.49. Accordingly, the following certification must be completed and submitted with the bid, as a condition of bidding. A bid which does not include the certification will not be considered.


TVM Certification

The bidder if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting an annual DBE/WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.

The bidder, if a non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above referenced requirement of 49 CFR Section 26.49.

Dated 5-2-2024

Printed name of Person Bidding Nick Corley



Authorized Signature

Title Transit Bid Manager

2.6 **BUY AMERICA:**

The successful bidder 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. 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 70 percent domestic content.

In accordance with 49 CFR § 661.6 for the procurement of buses, other rolling stock, and associated equipment:

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the regulations at 49 C.F.R. Part 661.11.

Dated 5-2-2024

Printed name of Person Bidding Nick Corley



Authorized Signature

Title

Certificate of Non-Compliance with Buy America Requirements

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

Dated

Printed name of Person Bidding

Authorized Signature

Title

2.7 BUS TESTING PROVISION

The Bidder and Manufacturer agree to comply with 49 U.S.C. 5318(e) 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 [Bidder/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. 5318(e) 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.

Dated 5-2-2024

Printed name of Person Bidding Nick Corley



Authorized Signature

Title Transit Bid Manager

BIDDERS MUST INCLUDE THE ALTOONA TEST REPORT WITH THEIR BID FOR VEHICLE BEING PROPOSED.

2.8 SPECIFICATION COMPLIANCE

The bidder hereby certifies that the vehicle(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions, in accordance with paragraph (1.13 (d)), prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail, and the bidder must alert the purchaser to any such conflicts.

Dated 5-2-2024

Printed name of Person Bidding Nick Corley



Authorized Signature

Title Transit Bid Manager

2.9 **LOBBYING:**

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.] - Bidders who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier to the recipient.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Bidder] 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Dated 5-2-2024

Printed name of Bidder's Authorized Official Nick Corley



Signature of Bidder's Authorized Official

Title of Bidder's Authorized Official Transit Bid Manager

2.10 RECYCLED PRODUCTS:

(42 U.S.C. 6962; 40 CFR Pzrt247; Executive Order 12873)

The successful bidder agrees to comply with all the requirements of Section 6002 of the Resource

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

Dated 5-2-2024

Printed name of Bidder's Authorized Official Nick Corley

Signature of Bidder's Authorized Official

Title of Bidder's Authorized Official Transit Bid Manager

2.10 RECYCLED PRODUCTS:

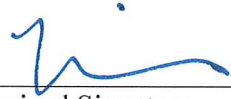
(42 U.S.C. 6962; 40 CFR Pzrt247; Executive Order 12873)

The successful bidder 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 CFP.Part247.

Dated 5-2-2024

Printed name of Person Bidding Nick Corley



Authorized Signature

Title Transit Bid Manager

Name of Company Model 1 Commercial Vehicles, Inc.

Appendix G

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

MAINEDOT TERMS AND CONDITIONS

**RFQ # 17A 240315-215
Accessible High Roof Conversion Van - Gas, Hybrid and Electric**

- **AGREEMENT**

The Vendor shall deliver the equipment ordered in accordance with this Agreement and governed by these Terms and Conditions.

- **INDEPENDENT CAPACITY**

In providing the equipment under the Agreement, the Vendor shall act independently and not as an agent of the State of Maine.

- **STATUS REPORTS**

Prior to the start of work, the Vendor shall furnish MaineDOT with a proposed progress schedule in MaineDOT's standard format. The Vendor will outline the various phases of work that will need to be completed in order to meet the schedule set forth by MaineDOT. During equipment assembly, the successful bidder shall submit to MaineDOT's Fleet Representative, a Monthly Status Report of accomplishments from the preceding month. The progress report shall be used to keep team members and MaineDOT's Fleet Representative informed about project status and issues. Information will include:

1. A written statement describing the work accomplished during the period and to date.
2. An estimate of the percentage of work completed within the specified services.
3. Any information needed from MaineDOT to complete the project and avoid delays.
4. The successful bidder's action plan to remedy and address any non-conforming or unacceptable work submitted to Department.
5. Document anticipated problems and possible solutions.

These progress reports shall be submitted to MaineDOT on a **monthly basis**. Failure to submit could result in non-payment of the invoice, or be considered as a default, and shall be recorded in the Vendor's Performance Evaluation. If work is temporarily delayed, the Vendor may suspend submittal of the monthly progress reports with written approval from MaineDOT. The Vendor shall be responsible for addressing any action that may be required to keep the project on schedule. MaineDOT shall have a period of 15 business days after receipt of the submissions to complete the review and make any necessary comments. Following the review, the Vendor will make any revisions and corrections requested by MaineDOT.

- **PAYMENT AND OTHER PROVISIONS**

MaineDOT anticipates paying the selected Vendor for goods and services received, on the basis of net

30 payment terms following acceptance of the equipment, the receipt of an acceptable title and required documents, and an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains the State of Maine Agreement number, correct pricing information relative to the Agreement, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the Agreement.

MaineDOT reserves the right to pay for the equipment purchased by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Vendors are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

- **WARRANTY**

For a period of one (1) year following equipment delivery and acceptance (the “Warranty period”), Vendor unconditionally warrants and guarantees that the equipment shall be free from defects in parts and workmanship. If MaineDOT discovers any defects during the Warranty period, the Vendor’s obligation will be to repair or replace the equipment or refund the purchase price, at MaineDOT’s sole option subject to the following requirements as applicable:

- Replacement will be with new equipment matching the specifications within this Agreement.
- Reimbursement will be for the total purchase price of the equipment including the cost of returning the equipment.
- All Repairs including the cost of transporting the equipment will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one-year period following the repair.

The Vendor hereby assigns to MaineDOT the right to enforce all manufacturer’s warranties or guarantees on the equipment.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor’s warranty obligations, MaineDOT shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the breach, MaineDOT may pursue whatever remedies may be available.

- **DAMAGES**

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of one hundred dollars (\$100.00) per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty.

If the bus fails inspection/acceptance, Maine DOT authorized person will provide the inspection report to the contractor. The Contractor will have up to 30 days from receiving the report to complete the

necessary repairs to meet a final acceptance. The damages will resume when the contractors 30 days has passed.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor or may be recovered by through any lawful means.

- **SET-OFF RIGHTS**

MaineDOT shall have all of its common law, equitable and statutory rights of set-off.

- **FORCE MAJEURE**

Either party may be excused from performance under this Agreement to the extent the failure to perform is caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, and freight embargos, or other causes beyond the party's reasonable control. In the event of such event of force majeure, the affected party shall provide the other party written notice of the cause of delay within fifteen (15) days from the beginning of any such delay. The time of performance shall be excused to extent of the duration of any such event of force majeure, or such period of time as may be mutually agreed upon by the parties.

- **INDEMNIFICATION**

The Vendor shall indemnify and hold harmless the MaineDOT and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Vendor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Vendor shall not be liable for claims arising out of the negligent acts or omissions of the MaineDOT, or for actions taken in reasonable reliance on written instructions of the MaineDOT.

This indemnification provision shall survive any termination or expiration of the Agreement.

- **DEFAULT, TERMINATION**

1. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.

2. The MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from the MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.

3. The MaineDOT shall have the right to terminate this Agreement immediately upon written notice

to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii) proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor' delivery of information technology services, then the MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).

4. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by the MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by the MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided the MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
5. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

• **DELIVERY AND ACCEPTANCE**

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- The Vendor will contact MaineDOT Fleet Services 48 hrs. prior to delivery with an estimated time of arrival.
- Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- When units are delivered, certificates or releases signed by representatives of MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.
- Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

- **RIGHT TO SUSPEND WORK**

MaineDOT has the right to suspend any or all work at any time for any reason as it deems necessary. Consultant may receive payment for the portion of services completed through the date of suspension.

- **COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS**

Data and publication rights to any documents, produced under the terms of Agreement are the property of MaineDOT. The Vendor shall not copyright the material produced under the terms of the Agreement without written approval of MaineDOT, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Agreement mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of the MaineDOT.

- **CLAIMS AND DISPUTES**

General

To preserve any claim arising out of the Agreement, the Parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Vendor shall continue to perform its services during any dispute resolution process. If the Vendor continues to perform, MaineDOT shall continue to make payments in accordance with the Agreement of amounts not in dispute.

Negotiation with Maine Dot's Fleet Representative

The Vendor shall promptly notify Maine Dot's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and Maine Dot's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. Maine Dot's Fleet Representative will promptly issue a decision.

Review by Director

If the Vendor desires a review of Maine Dot's Fleet Representative's decision, then the Vendor shall promptly request in writing that Maine Dot's Director of the applicable Bureau or Office review the Fleet Representative's decision. The Director or its designee(s) shall promptly notify the Vendor in writing of the result of the review.

Dispute Resolution

If the dispute remains unresolved after negotiation and review as set forth above, the Parties may proceed to mediation by selecting a mediator acceptable to both.

If the Parties are unable to resolve the dispute through mediation, either party may seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

- **CONTROLLING LAWS**

The Agreement referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

Laws to Be Observed

The Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor shall indemnify MaineDOT and hold MaineDOT harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

- **ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT**

This Agreement sets forth the entire agreement of the parties with regard to the subject herein. This Agreement may not be modified except by a written amendment executed by both parties.

Neither MaineDOT nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Agreement.

- **SEVERABILITY**

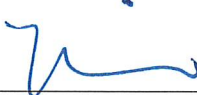
The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

ii. **NON-WAIVER**

If MaineDOT fails or refuses to enforce any provision in the Agreement that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Dated 5-2-2024

Printed name of Person Bidding Nick Corley



Authorized Signature

Title Transit Bid Manager



MODEL 1 COMMERCIAL VEHICLES

9225 Priority Way W. Dr.

Suite 300

Indianapolis, IN 46240

Letter of Authorization

July 1, 2023

To Whom It May Concern:

Model 1 Commercial Vehicles, Inc. dba Creative Bus Sales, Inc., located at 9225 Priority West Way Drive, Suite 300, Indianapolis, IN 46240, hereby authorizes Nicholas (Nick) R. Corley, Transit Bid Manager, to act as an authorized signer on behalf of Model 1 Commercial Vehicles, Inc. for binding contracts with your organization.

If further information is needed, please feel free to contact me.

T.J. Matijevich, Vice President
Model 1 Commercial Vehicles, Inc.
800-326-2877
TJ@creativebussales.com

EQUIVALENT BID SPECIFICATION REQUEST FORM - FORD ICE (GAS) MODELS

VENDOR: Model1 Commercial Vehicles			
SECTION: 1.4	SUBJECT: Requirements	PAGE: 15	REQUEST: OEM Ford Transit van is Altoona exempt. Please see attached exemption information
COMMENTS: -			
APPROVED <input checked="" type="checkbox"/> DENIED			
CLARIFICATION			
VENDOR: Model1 Commercial Vehicles			
SECTION: 2.8	SUBJECT: Dimensions	PAGE: 20	REQUEST: clear opening of 28.5" width between handrails
COMMENTS: Please accept our clear opening of 28.5" between the handrails based on the availability of what the Transit van provides us.			
APPROVED <input checked="" type="checkbox"/> DENIED			
CLARIFICATION			
VENDOR: Model1 Commercial Vehicles			
SECTION: 2.10	SUBJECT: Dimensions	PAGE: 20	REQUEST: Please accept our step tread depth of 8.5".
COMMENTS: -			
APPROVED <input checked="" type="checkbox"/> DENIED			
CLARIFICATION			

EQUIVALENT BID SPECIFICATION REQUEST FORM - FORD ICE (GAS) MODELS

VENDOR: Model1 Commercial Vehicles			
SECTION: 24.6	SUBJECT:	PAGE: 38	REQUEST: Please accept that the OEM rear center light on the DRW chassis is not a brake light.
COMMENTS: -			
APPROVED <input checked="" type="checkbox"/> DENIED		CLARIFICATION	

VENDOR: Model1 Commercial Vehicles			
SECTION: 18.1	SUBJECT: Body Construction	PAGE: 31-32	REQUEST: FMVSS 220 Exempt
COMMENTS: Please see attachment for FMVSS 220 Exemption.			
APPROVED <input checked="" type="checkbox"/> DENIED		CLARIFICATION	

EQUIVALENT BID SPECIFICATION REQUEST FORM - FORD ICE (GAS) MODELS

VENDOR: Model1 Commercial Vehicles		
SECTION: 19.2	SUBJECT: Doors	PAGE: 33 REQUEST: External Step will be 8" X 24"
COMMENTS: Please accept our external step of 8" x 24".		
APPROVED <input checked="" type="checkbox"/>	DENIED	CLARIFICATION

EQUIVALENT BID SPECIFICATION REQUEST FORM - FORD ICE (GAS) MODELS**VENDOR: Model1 Commercial Vehicles****SECTION: SUBJECT: PAGE: REQUEST:****COMMENTS: -****APPROVED DENIED CLARIFICATION****VENDOR: Model1 Commercial Vehicles****SECTION: 35.1 SUBJECT: Back-up camera PAGE: 44 REQUEST: Please accept OEM back up camera display will be in the center of the dash board****COMMENTS: -****APPROVED ☒ DENIED CLARIFICATION****VENDOR: Model1 Commercial Vehicles****SECTION: 40.8 SUBJECT: General Options Pricing PAGE: 52 REQUEST: Please accept Transign destination Sign as an approved equal****COMMENTS: -****APPROVED ☒ DENIED CLARIFICATION****VENDOR: Model1 Commercial Vehicles****SECTION: 40.14 SUBJECT: General Options Pricing PAGE: 53 REQUEST: Please accept Transign ByK Rak Bike Rack as an approved equal. Please see attachment.****COMMENTS: -****APPROVED DENIED CLARIFICATION [We will review this option during the bid review process.](#)**

EQUIVALENT BID SPECIFICATION REQUEST FORM - FORD ICE (GAS) MODELS

VENDOR: Model1 Commercial Vehicles			
SECTION: 19.3	SUBJECT: Doors	PAGE: 33	REQUEST: Please accept coated aluminum frame. Stainless steel frames are not available in van conversions.
COMMENTS: -			
APPROVED <input checked="" type="checkbox"/> DENIED		CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION: 19.6	SUBJECT: Doors	PAGE: 35	REQUEST: Please accept that exposed metal trim will be painted aluminum. Please accept painted aluminum metal trim. Stainless steel frame is not available in van conversions.
COMMENTS: -			
APPROVED <input checked="" type="checkbox"/> DENIED		CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION: 13.1	SUBJECT: Wheels	PAGE: 26	REQUEST: Painted white wheels is not offered by OEM Ford Transit vans. Please accept silver painted wheels.
COMMENTS: -			
APPROVED <input checked="" type="checkbox"/> DENIED		CLARIFICATION	

EQUIVALENT BID SPECIFICATION REQUEST FORM - FORD ICE (GAS) MODELS

VENDOR: Model1 Commercial Vehicles			
SECTION: 21.1/21.2	SUBJECT: Heaters	PAGE: 36-37	REQUEST: Please note, Ford does not publish their BTU ratings. We will provide BTU ratings for add-on HVAC equipment.
COMMENTS: -			
APPROVED <input checked="" type="checkbox"/> DENIED <input type="checkbox"/> CLARIFICATION <input type="checkbox"/>			
VENDOR: Model1 Commercial Vehicles			
SECTION:	SUBJECT:	PAGE:	REQUEST:
COMMENTS: -			
APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> CLARIFICATION <input type="checkbox"/>			
VENDOR: Model1 Commercial Vehicles			
SECTION: 20.4	SUBJECT: Windshield and Windows	PAGE: 36 REQUEST: High roof vans from Ford come standard with OEM privacy glass. Please accept this as an equal.	
COMMENTS: -			
APPROVED <input checked="" type="checkbox"/> DENIED <input type="checkbox"/> CLARIFICATION <input type="checkbox"/>			

EQUIVALENT BID SPECIFICATION REQUEST FORM

VENDOR: Model1 Commercial Vehicles			
SECTION: 15.3	SUBJECT: Bumpers	PAGE: 27	REQUEST: Please accept dash-mounted display in lieu of rear view mirror display
COMMENTS:			
APPROVED <input checked="" type="checkbox"/> DENIED		CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION: 40.8	SUBJECT: General Options Pricing	PAGE: 55	REQUEST: Please accept Transign destination signs as an approved equal.
COMMENTS:			
APPROVED <input checked="" type="checkbox"/> DENIED		CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION: 40.26	SUBJECT: General Options Pricing	PAGE: 56	REQUEST: Please accept that the curbside side curtain airbags from A-pillar to the D-pillar will be removed to accomodate the curbside lift and doors. (Section 3.2)
COMMENTS:			
APPROVED <input checked="" type="checkbox"/> (If that option is selected by the end user)		DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION:	SUBJECT:	PAGE:	
REQUEST:			
COMMENTS:			
APPROVED		DENIED	CLARIFICATION

EQUIVALENT BID SPECIFICATION REQUEST FORM - E-TRANSIT

VENDOR: Model1 Commercial Vehicles			
SECTION: 1.4	SUBJECT: Requirements	PAGE: 15	REQUEST: Ford E-Transit is Altoona exempt. Please see attached exemption information.
COMMENTS:			
APPROVED <input checked="" type="checkbox"/> DENIED		CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION: 2.10	SUBJECT: Dimensions	PAGE: 20	REQUEST: Please accept our step tread depth of 8.5".
COMMENTS:			
APPROVED <input checked="" type="checkbox"/> (E Transit only)		DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION: 2.13	SUBJECT: Dimensions	PAGE: 20	REQUEST: Please accept OEM E-Transit of 9,500 GVWR
COMMENTS:			
APPROVED <input checked="" type="checkbox"/> (E Transit only)		DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION: 2.8	SUBJECT: Dimensions	PAGE: 20	REQUEST: Please accept an entrance door of 51.2" wide clear opening (40" between the handrails) and 63" height.
COMMENTS:			
APPROVED <input checked="" type="checkbox"/> (E Transit only)		DENIED	CLARIFICATION

EQUIVALENT BID SPECIFICATION REQUEST FORM - E-TRANSIT

VENDOR: Model1 Commercial Vehicles			
SECTION: 3.1	SUBJECT: Chassis	PAGE: 20	REQUEST: Please accept OEM E-Transit is Single Rear Wheel.
 COMMENTS:			
APPROVED X (E Transit only)		DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION: 3.2	SUBJECT: Chassis	PAGE: 21	REQUEST: Please accept OEM E-Transit does not have rear side curtain airbags. Tinted safety Windows are installed in rear of van to meet FMVSS 226.
 COMMENTS:			
APPROVED X (E Transit only)		DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION: 13.1	SUBJECT: Wheels	PAGE: 26	REQUEST: Please accept that OEM E-Transit has 4 wheels that are painted silver.
 COMMENTS:			
APPROVED X (E Transit only)		DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION: 18.1	SUBJECT: Body Construction	PAGE: 31-32	REQUEST: Please accept FMVSS 220 Exemption, see attached document.
 COMMENTS:			
APPROVED X (E Transit only)		DENIED	CLARIFICATION

EQUIVALENT BID SPECIFICATION REQUEST FORM - E-TRANSIT

VENDOR: Model1 Commercial Vehicles			
SECTION: 18.5	SUBJECT: Body Construction	PAGE: 32	REQUEST: Please accept that OEM E-Transit cannot be undercoated due to locations of battery.
COMMENTS:			
APPROVED X (E Transit only)		DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION: 19.1	SUBJECT: Doors	PAGE: 33	REQUEST: Please accept OEM Dual Leaf transit style door is not available for the E-Transit due to location of the battery.
COMMENTS:			
APPROVED X (E Transit only)		DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION: 19.2	SUBJECT: Doors	PAGE: 33	REQUEST: Please accept that our External Step will be 8" X 24".
COMMENTS:			
APPROVED X (E Transit only)		DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION: 19.3	SUBJECT: Doors	PAGE: 33	REQUEST: Due to battery location, bus doors are not available on the Ford E-Transit. Please accept OEM sliding door. This door is manual and cannot be interlocked to the vehicle transmission.
COMMENTS:			
APPROVED X (E Transit only)		DENIED	CLARIFICATION

EQUIVALENT BID SPECIFICATION REQUEST FORM - E-TRANSIT

VENDOR: Model1 Commercial Vehicles			
SECTION: 19.6		SUBJECT: Doors	PAGE: 35
REQUEST: Please accept OEM Ford E-Transits exposed metal trim is not stainless steel.			
COMMENTS: -			
APPROVED		X (E Transit only)	DENIED
CLARIFICATION			
VENDOR: Model1 Commercial Vehicles			
SECTION: 20.4		SUBJECT: Windshield and Windows	PAGE: 36
REQUEST: Please accept that Ford OEM E-Transit starts as a cargo van. Aftermarket privacy glass will be used for passenger windows.			
COMMENTS: -			
APPROVED		X (E Transit only)	DENIED
CLARIFICATION			
VENDOR: Model1 Commercial Vehicles			
SECTION: 21.1/21.2		SUBJECT: Heaters	PAGE: 36-37
REQUEST: Please note, Ford does not publish their BTU ratings. We will provide BTU ratings for add-on HVAC equipment.			
COMMENTS: -			
APPROVED		X (E Transit only)	DENIED
CLARIFICATION			
VENDOR: Model1 Commercial Vehicles			
SECTION: 26.3		SUBJECT: Interior	PAGE: 39
REQUEST: Please accept the Ford E-Transit will have aftermarket ABS walls and headliner. Please accept this as an equal.			
COMMENTS:			
APPROVED		X (E Transit only)	DENIED
CLARIFICATION			

EQUIVALENT BID SPECIFICATION REQUEST FORM - E-TRANSIT

VENDOR: Model1 Commercial Vehicles			
SECTION: 27.1	SUBJECT: Seating	PAGE: 39	REQUEST: Ford OEM E-Transit driver seat 10-way power is not available.
COMMENTS:			
APPROVED X (E Transit only)	DENIED	CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION: 27.2	SUBJECT: Seating	PAGE: 39	REQUEST: Ford OEM E-Transit passenger seat 10-way power is not available.
COMMENTS:			
APPROVED X (E Transit only)	DENIED	CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION: 35.1	SUBJECT: Back-up camera	PAGE: 44	REQUEST: Please accept OEM back up camera display will be in the center of the dash board.
COMMENTS:			
APPROVED X (E Transit only)	DENIED	CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION:	SUBJECT:	PAGE:	
REQUEST:			
COMMENTS:			
APPROVED	DENIED	CLARIFICATION	

EQUIVALENT BID SPECIFICATION REQUEST FORM - E-TRANSIT

VENDOR: Model1 Commercial Vehicles			
SECTION: 40.14	SUBJECT: General Options Pricing	PAGE: 53	REQUEST: Please accept Transign ByK Rak Bike Rack as an approved equal. Please see attachment.
COMMENTS:			
APPROVED	DENIED	CLARIFICATION We will review this option during the bid review process.	
VENDOR: Model1 Commercial Vehicles			
SECTION:	SUBJECT:	PAGE:	REQUEST:
COMMENTS:			
APPROVED	DENIED	CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION:15.3	SUBJECT: Bumpers	PAGE: 27	REQUEST: Please accept dash-mounted display in lieu of rear view mirror display
COMMENTS:			
APPROVED X (E Transit only)	DENIED	CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION:4.6	SUBJECT: Battery/Hybrid Propulsion	PAGE: 21	REQUEST: Please accept that the E-Transit does not have a transmission nor driveline retainer strap.
COMMENTS:			
APPROVED X (E Transit only)	DENIED	CLARIFICATION	

EQUIVALENT BID SPECIFICATION REQUEST FORM - E-TRANSIT

VENDOR: Model1 Commercial Vehicles			
SECTION: 6.2	SUBJECT: Fuel/Energy Storage System	PAGE: 22	REQUEST: Please accept a battery system with 68 kWh capacity.
COMMENTS:			
APPROVED	DENIED	CLARIFICATION We will review this capacity during the bid review process.	
VENDOR: Model1 Commercial Vehicles			
SECTION: 14.1	SUBJECT: Tires	PAGE: 26	REQUEST: Please accept that the E-Transit has four (4) OEM all-season radial tires.
COMMENTS:			
APPROVED X (E Transit only)	DENIED	CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION: 19.4	SUBJECT: Doors	PAGE: 33/34	REQUEST: Please accept that it is not possible to add a stepwell assembly or stepwell heater due to the position of the battery. Please accept a "Watch Your Step" decal applied to the OEM thermoplastic cover.
COMMENTS:			
APPROVED X (E Transit only)	DENIED	CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION: 19.5	SUBJECT: Doors	PAGE: 34	REQUEST: Please accept 72.2" height for the rear wheelchair lift access doors.
COMMENTS:			
APPROVED X (E Transit only)	DENIED	CLARIFICATION	

EQUIVALENT BID SPECIFICATION REQUEST FORM - E-TRANSIT

VENDOR: Model1 Commercial Vehicles			
SECTION: 27.3	SUBJECT: Seatings	PAGE: 39	REQUEST: Please accept passenger seats with 3-point restraints. 3-point restraints are required because the vehicle is under 10,000 lb GVWR.
COMMENTS:			
APPROVED	X (E Transit only)	DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION: 40.26	SUBJECT: General Options Pricing	PAGE: 56	REQUEST: Please accept that the rear curbside lift door will be constructed with 11-gauge steel with epoxy paint.
COMMENTS:			
APPROVED	X (E Transit only)	DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION: 40.8	SUBJECT: General Options Pricing	PAGE: 55	REQUEST: Please accept Transign destination signs as an approved equal.
COMMENTS:			
APPROVED	X (E Transit only)	DENIED	CLARIFICATION
VENDOR: Model1 Commercial Vehicles			
SECTION: 25.1	SUBJECT: Floor Construction/Covering	PAGE: 38	REQUEST: Please accept Q'Straint aluminum floor that has been glued not screwed. The location of the E-Transit battery prevents us from drilling through the chassis floor.
COMMENTS:			
APPROVED	X (E Transit only)	DENIED	CLARIFICATION

EQUIVALENT BID SPECIFICATION REQUEST FORM - E-TRANSIT

VENDOR: Model1 Commercial Vehicles			
SECTION: 17.1	SUBJECT: Instrument and Controls	PAGE: 30	REQUEST: Please accept that there is no regenerative braking "on" indicator light. Regenerative braking is indicated on the display that replaces the tachometer. The needle will point to a green section of the dial when regenerative braking is engaged.
COMMENTS:			
APPROVED X (E Transit only)	DENIED	CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION: 17.4	SUBJECT: Instrument and Controls	PAGE: 31	REQUEST: Please accept that there is no regenerative braking disable switch.
COMMENTS:			
APPROVED X (E Transit only)	DENIED	CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION:	SUBJECT:	PAGE:	
REQUEST:			
COMMENTS:			
APPROVED	DENIED	CLARIFICATION	
VENDOR: Model1 Commercial Vehicles			
SECTION:	SUBJECT:	PAGE:	
REQUEST:			
COMMENTS:			
APPROVED	DENIED	CLARIFICATION	