

NEW

**State of Maine****Master Agreement****Effective Date:** 03/08/19**Expiration Date:** 03/07/24**Master Agreement Description:** MA for Cutaway Accessible Bus-24+2 and 26+0 seating**Buyer Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

**Issuer Information**

KELLY ARATA 207-624-3559 ext. kelly.arata@maine.gov

**Requestor Information**

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

**Authorized Departments**

17A TRANSPORTATION

**Vendor Information****Vendor Line #: 1****Vendor ID**

VS0000017084

**Vendor Name**

Alliance Bus Group, Inc.

**Alias/DBA****Vendor Address Information**

13 Rebel Road

Hudson, NH 03304

US

**Vendor Contact Information**

Jim Borsari

603-886-0880 ext.

jimborsari@alliancebusgroup.com

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** Alliance Bus Group, Inc.

**Commodity Line #:** 1

**Commodity Code:** 55600

**Commodity Description:** MASS TRANSPORTATION - TRANSIT BUS-26

**Commodity Specifications:** As per the specifications attached made part of this MA. base price of \$93,835.00 with a 240 day delivery time. Agency will issue Delivery Orders against this MA with Qty and options attached to the order.

**Commodity Extended Description:** 26 Ambulatory Passengers

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
240	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
\$0.00	03/08/19	03/07/24
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** Alliance Bus Group, Inc.

**Commodity Line #:** 2

**Commodity Code:** 55600

**Commodity Description:** MASS TRANSPORTATION - TRANSIT BUS-24 & 2

**Commodity Specifications:** As per the specifications attached made part of this MA. base price of \$101,028.00 with a 240 day delivery time. Agency will issue Delivery Orders against this MA with Qty and options attached to the order.

**Commodity Extended Description:** 24 Ambulatory Passengers and Two Wheelchairs

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		\$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
240	FOB Dest, Freight Prepaid	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
\$0.00	03/08/19	03/07/24
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF BUSINESS MANAGEMENT  
DIVISION OF PROCUREMENT SERVICES

**RFQ # 17A18062900000000000692**

QUOTES ARE INVITED BY THE MAINE DEPARTMENT OF TRANSPORTATION (HEREIN AFTER “THE DEPARTMENT OR MAINEDOT”) IN CONJUNCTION WITH THE MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES, BUREAU OF BUSINESS MANAGEMENT AND DIVISION OF PROCUREMENT SERVICES (HEREIN AFTER “THE DIVISION”) FOR THE FOLLOWING:

SEATING: Twenty-Four Ambulatory Passengers and Two Wheelchairs and Twenty-Six Ambulatory Passengers.

<u>Provider</u>	<u>Quantity</u>	<u>Estimated Delivery Location</u>
Western Maine Transportation Services	3	Auburn
Regional Transportation Program	1	Portland
To be determined (TBD) over the term of Agreement	22	
<b>Total</b>	26	

**NOTE: THERE WILL BE NO PUBLIC BID OPENING**

- ANY VENDORS THAT FAIL TO COMPLETE AND SUBMIT ALL NECESSARY ACCURATE REQUIREMENTS WILL BE CONSIDERED AS NON-RESPONSIVE AND THE BID WILL BE REJECTED.
- A BUS BUILD SHEET MUST BE SUBMITTED WITH THE BIDDER’S PROPOSAL STATING WHAT IS BEING OFFERED AND HOW THE BUS WILL BE BUILT. THE BUS BUILD SHEET MUST REPRESENT EXACTLY WHAT THE BUS MANUFACTURER WILL BE BUILDING IF THEY ARE AWARDED THE BID.
- VEHICLE SERVICE CENTER MUST BE AVAILABLE TO THE PROVIDERS WITHIN 75 MILES OF THEIR LOCATION. SECTION 2.3 VEHICLE PERFORMANCE AND WARRANTY DATA OF APPENDIX D, FEDERAL REQUIREMENTS AND CERTIFICATIONS MUST BE FILLED OUT ACCURATELY.

➤ **GENERAL INSTRUCTIONS ON BIDDER QUESTIONS**

It is the responsibility of each Bidder to examine the entire Request for Quotations (“RFQ”) and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the Bidder's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

## **SUMMARY**

For this competitive RFQ process, the Division is acting on behalf of the Department. The Division and the Department seek quotations (also referred to as “bids” or “responses” or “proposals” herein) to provide the equipment listed above. This document provides instructions and descriptions of requirements for this competitive process.

## **KEY DATES**

- **PRE-BIDDERS CONFERENCE:** The Department will hold a Pre-Bidders’ Conference **7/19/2018 at 9:00 am** in Augusta, Maine at the MaineDOT Fleet Services Conference Room, located at 66 Industrial Drive Augusta, Maine 04330.
- **APPROVED EQUALS REQUEST:** Requests for “**approved equals**” to specifications, protests of specifications, and requests for clarification must be submitted in writing to, and received by the Division no later than **5:00 pm on 7/27/2018 by e-mail to [Donny.Crockett@maine.gov](mailto:Donny.Crockett@maine.gov)**.
- **RESPONSE TO APPROVED EQUALS REQUESTS:** Department responses will be posted as a file attached to the quote on the Advantage ME electronic bid document **by 5:00 pm on 8/9/2018**.
- **QUOTATION DUE DATE:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on **9/11/2018 Quotations received after the 4:00 p.m. deadline will not be accepted**.

## **IT WILL BE THE BIDDER’S RESPONSIBILITY TO CHECK ADVANTAGEME FOR RESPONSES TO THE ABOVE AND ANY NEW AMENDMENTS TO THE RFQ.**

## **RFQ REQUIREMENTS**

### **1. Description of Requirements**

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- Please see **Appendix B**

### **2. Bid Contents Requirements**

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A:** Bid Cover Page and Debarment Form
- **Appendix B:** Detailed Specifications
- **Appendix C:** Municipality Participation
- **Appendix D:** Federal Provisions, Debarment, Performance, and Non-Collusion Certification
- **Appendix E:** MaineDOT Terms and Conditions

### 3. Master Agreement Term

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract.

Contract Renewal: N/A

The term of the anticipated contract, resulting from this RFQ, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	9/1/18	8/31/23

### 4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their bids in the State of Maine’s electronic procurement system: Advantage “Vendor Self Service” (VSS). More information on this system can be found at the following internet link:  
<http://www.maine.gov/purchases/venbid/rfq.shtml>.
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. To do so, a Bidder must enter the VSS system (as referenced above), identify and open their submitted quotation located in the Solicitation Responses tab, and click the “Withdraw” button found at the bottom of the screen. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the Advantage VSS bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements. **The VSS attachment file size limit is 2Mb.** Please contact the buyer for this RFQ if you must submit attachment files larger than this.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder’s response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

### 5. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

## **6. Quotation Evaluation and Selection**

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders.
- b. At the discretion of the Division, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for contract award.
- c. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications *most closely meet* the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- d. If the specifications provided with this RFQ are of a technical nature, then the Division’s RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.

## **7. Negotiations**

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who

submits a proposed contract significantly different from the quotation submitted in response to the RFQ.

- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

## **TERMS AND CONDITIONS FOR RFQ AND CONTRACT**

### **PART I      GENERAL INFORMATION ON RFQs**

#### **A.      Purpose and Background**

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder will enter into a contract – taking the form of a State of Maine Master Agreement or Buyer Purchase Order (all generally referred to as “contract” herein), as applicable.

#### **B.      General Provisions**

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.

4. The RFQ and the selected Bidder's quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).  
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.
7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### **C. Eligibility to Submit Bids**

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

### **D. Delivery Terms**

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination". The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

### **E. Alternate Bids and Approved Equals**

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

### **F. Appeal of Contract Awards**

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of Business Management in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of Business Management, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not



during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## **PART II CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

The successful Bidder will be required to execute a contract in the form of a State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract types may be found on the Division of Procurement Services' website at the following link:

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

### **B. Independent Capacity**

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

### **C. Payments and Other Provisions**

The State anticipates paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine reserves the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders 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."

## **RFQ REQUIREMENTS**

- 1.1 The following requirements and conditions shall be considered an essential part of the specifications and proposal:

- 1.1.1 Proposals are requested for the above listed items to be purchased by the Department. Purchase of these vehicles is subject to a Financial Assistance Agreement between the Department and the U.S. Department of Transportation, Federal Transit Administration.

The Catalog of Federal Domestic Assistance Number of the Program from which the Federal funding for the vehicles is authorized under one or more of the following: Catalog 20.507, 20.509, 20.513, 20.520, 20.521, 20.526

Quoted prices must remain in effect for a period of five (5) **years** after the Agreement begin date, during which time an additional **22** units **may** be ordered at the quoted price. “Be noted” the inclusion of this option in no way establishes a commitment by the State of Maine to purchase any of these additional vehicles should it not receive sufficient funds to fund the purchase of these additional vehicles, if funds are de-appropriated, or if the State of Maine does not received legal authority to expend funds from the Maine State Legislature, Maine courts or Federal Government.

- 1.1.2 All vehicles bid must conform to the final approved specifications and all Federal and State laws, regulations and standards. Where these specifications and Federal and/or State laws conflict, the requirements of the Federal and/or State laws shall prevail.

**APPLICABLE REGULATIONS: SEE CERTIFICATIONS REQUIRED**

- 1.1.3 Vehicle and component parts must be of the highest quality and workmanship available in the various trades and of substantial, durable, and safe construction. In all cases materials and construction of the vehicle must be furnished as specified but when brand names are used in the specifications, the term “approved equal” is implied and will be considered.

- 1.1.4 No advantage shall be taken by the vehicle manufacturer or bidder in the omission of parts or details required to make the vehicle complete and ready for service even though such parts or details may not be mentioned in these specifications. All units or parts not herein contained or specified shall be manufacturer’s standard. All parts shall be new. In no case will used, reconditioned, or obsolete parts be accepted. Insofar as possible, parts and equipment in any one vehicle shall be a duplicate in manufacture, design and construction and shall be interchangeable with parts and equipment in any other vehicle in the proposal.

- 1.1.5 The price quoted in any proposal shall include all items of labor, material, tools, equipment, delivery and other costs necessary to fully complete the delivery of vehicles pursuant to these specifications.

- 1.1.6 The Division/ Department reserve the right to accept or reject any or all quotes for any

reason, including, but not limited to, the following:

- 1.1.6.1      Equivalency of proposed specifications vs. specifications included in this RFQ.
- 1.1.6.2      High lifecycle operating and maintenance costs based on evaluation of vehicle performance.
- 1.1.6.3      Warranty data, and local availability of service and parts pursuant to Appendix D Federal Requirements and Certifications, Section 2.3 Certification Vehicle Performance & Warranty Data of this RFQ..
- 1.1.6.4      Quotes considered non-responsive due to lack of required certifications and information.

## **2      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 successful bidder.

The successful bidder will be 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.

## **3      TRAINING:**

Training for both maintenance and operation on proposed vehicles will be provided by the successful bidder and the manufacturer at a time and place chosen by the Department and the Provider. All training costs will be included in bid price as an option and bidder must include the training agenda and detailed description of the maintenance & operation training in their submittal.

## **4      REQUEST FOR "APPROVED EQUAL" PROCEDURES**

- 1.      Any request for "approved equal" or protest of specifications must be fully supported with technical data, test results, or other pertinent evidence that the proposed substitute is equal to or better than the specification requirement. In addition, any test requirements in the specifications pertaining to an item under consideration for "approved equal" must be submitted with the request for "approved equal".
- 2.      The Department replies to requests for "approved equals" to specifications, protests of specifications, and requests for clarification will be processed through the Division and posted as a file attached to the quote on the Advantage ME electronic bid document .
- 3.      Changes to the specifications will be made by amendment and posted electronically (Advantage ME) It is the Bidders's responsibility to log in to view all amendments to this quote.
- 4.      **Note: All questions and responses must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service ("VSS").**

## 5 **QUOTATION EVALUATION AND SELECTION**

Evaluation of the submitted quotations shall be accomplished as detailed below:

- 5.1 State of Maine RFQ documents are evaluated on a **Best Value** basis. The term “Best Value” takes into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once it has been determined that the equipment conforms to the specifications listed, and other Best Value considerations have been made, then the Division will make its award decision based on the lowest responsible Bidder.
- 5.2 At the discretion of the Division, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for Agreement award.
- 5.3 In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications most closely meet the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, the Division may at its discretion make an Agreement award to the Bidder meeting four requirements.
- 5.4 If the specifications provided with this RFQ are of a technical nature, then the Division’s RFQ Coordinator may at their discretion seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In that case, the evaluation team will judge the merits of the quotations received in accordance with the criteria defined in the RFQ.

## **PART III - APPENDICES**

### **APPENDIX A**

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

**BID COVER PAGE**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- 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; and
- 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; and
- 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:	Title:
Authorized Signature:	Date:

## 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:	Title:
Authorized Signature:	Date:

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

**RFQ # 17A18062900000000000692**

**TECHNICAL SPECIFICATIONS**

**CUTAWAY ACCESSIBLE BUS**

**TWENTY-FOUR AMBULATORY PASSENGERS AND  
TWO WHEELCHAIR SECUREMENT POSITIONS  
AND TWENTY-SIX AMBULATORY PASSENGERS**

**GENERAL**

**a. Purpose**

The following specifications are for a two different configured current model cutaway bus. The buses must be current model compliant with all ADA regulations. Appendix # 1 Bus #1 shall be equipped with a curbside rear wheelchair lift. The Floor Plan #1 identifies the twenty-four ambulatory passengers plus two (2) wheelchair positions bus. Appendix # 1 Bus #2 identifies the twenty-six ambulatory passengers minus the Wheel Chair Lift, Wheel Chair doors, Wheel Chair restraints, Passenger A/C, MorRyde System, Foldaway Seats, with a 34" minimum hip to knee seating. 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.

**1.2 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 shall be ISO 9001:2000 certified. The bidder shall submit with bid documentation certifying ISO registration.

**1.3 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 5 Year, 150,000 mile vehicle.

**1.4 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.

### **1.5 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.

### **1.6 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.

### **1.7 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. 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.

### **1.8 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 of 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.

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.

**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 two (2) year of contract award. The price(s) of any buses ordered by the Department after the initial two (2) year firm/fixed price period shall be that quoted (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. However, in no event will the price(s) for any purchase order release exceed, by more than five percent (5%) increase over the remaining three (3) years of the five (5) year contract.

Define the mechanics of price adjustment.

**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.

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

## **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 taking price and delivery into consideration.**

The following abbreviations must be used:		<table><tr><td>X</td><td>Standard or as specified</td></tr><tr><td>N/A</td><td>Not Available</td></tr><tr><td>DI</td><td>Dealer Installed</td></tr><tr><td>AE</td><td>Approved Equal</td></tr></table>			X	Standard or as specified	N/A	Not Available	DI	Dealer Installed	AE	Approved Equal
		X	Standard or as specified									
		N/A	Not Available									
		DI	Dealer Installed									
AE	Approved Equal											
	2.0 DIMENSIONS	Abbreviation	Actual Dimension	Notes								
2.1	Wheelbase- 205 minimum											
2.2	Overall Height - 128" maximum excluding A/C											

2.3	Overall Length - 396" maximum			
2.4	Interior Length - 277" minimum, from behind driver to rear wall			
2.5	Exterior Width - 96" maximum excluding mirrors			
2.6	Interior Width - 90" minimum (at the floor line)			
2.7	Interior Height @ Center aisle - 76" minimum			
2.8	Entrance Door (Clear Opening) - 40" width, 75" height			
2.9	First Step - 11.5" maximum ground to first step			
2.10	Step Tread Depth - 9" minimum			
2.11	Step Riser Height - 9" maximum, step width 40" minimum			
2.12	GVWR - 19,500 lbs. minimum			
2.13	Knee Room - 28" minimum, hip to knee			
	<b>3.0 CHASSIS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
3.1	Chassis shall be a current model year, dual rear wheel commercial truck chassis. Vehicle must meet current Federal and State emission standards.			
	<b>4.0 POWER PLANT</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
4.1	Engine shall be a Gas V8 or V10 with spin-on throw away type oil filter and a disposable dry air cleaner.			
4.2	Engine compartment shall be insulated from the passenger compartment to absolutely			

	minimize coach interior noise level, heat and fumes. Engine compartment shall be insulated to reduce interior noise to below 78 decibels.			
4.3	Engine shall be equipped with engine oil cooler and an OEM engine block heater.			
4.4	Transmission shall be an electronic 5-speed with overdrive, and shall be removable without disturbing engine drive. An auxiliary transmission oil cooler shall be installed in front of the radiator as an OEM option (Heavy Duty Service Package).			
	<b>5.0 COOLING SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
5.1	Cooling system shall incorporate an overflow tank as well as radiator fan equipped with viscous fan clutch. System shall be protected to -35 degree Fahrenheit, utilizing extended life coolant. Antifreeze coolant strength shall be checked and labeled on the coolant reservoir.			
5.2	All coolant lines are to be secured and protected from sharp edges, by running a large heater hose over existing heater hoses for protection.			
	<b>6.0 FUEL SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
6.1	Fuel tank shall be a minimum (40) gallon capacity, internally baffled to prevent surging. Tank shall be mounted inside frame rails.			
	<b>7.0 EXHAUST SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
7.1	There shall be an OEM heat shield installed on the fuel tank.			
7.2	Exhaust tail pipe shall extend to the rear, street side/left of the vehicle beyond body side panel and shall be constructed using			

	exhaust tubing with a tapered cut on bottom side of pipe. Exhaust hangers shall be spaced 30" on center and 10 inches from the tip this is in reference to the bus manufacturer modified exhaust.			
	<b>8.0 FRONT AXLE</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>8.1</b>	Heaviest axle available with gas pressurized shock absorbers.			
<b>8.2</b>	Front suspension shall be equipped with anti-sway bar.			
	<b>9.0 REAR AXLE AND FINAL DRIVE</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>9.1</b>	Rear axle capacity shall be supplied by manufacturer and matched to vehicle chassis specifications previously described at 205" wheelbase and 19,500 minimum GVWR).			
<b>9.2</b>	A Mor/Ryde or approved equal, suspension system shall be installed that improves ride quality, and reduced road shock.			
<b>9.3</b>	Rear axle ratio shall be determined by the manufacturer and based on type of service, geographical area, and additional economic factors recommended. (Preferred ratio 4.88)			
<b>9.4</b>	Rear heavy duty gas pressurized shock absorbers.			
	<b>10.0 PROPELLER SHAFT/DRIVE LINE</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>10.1</b>	Drive shaft shall be heavy duty type with needle bearing universal joints, or equivalent.			
<b>10.2</b>	Drive shaft guards shall be installed to prevent it from striking floor of bus or ground, in the event of tube or universal joint failure.			

<b>10.3</b>	Drive shaft guards need to be removable (bolted on type only, not welded).			
	<b>11.0 STEERING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>11.1</b>	Power Steering is required.			
<b>11.2</b>	Steering mechanism shall be self-centering requiring little or no effort to bring vehicle back to straight-ahead after turning.			
<b>11.3</b>	Steering wheel shall offer a tilt feature to adjust to individual drivers.			
<b>11.4</b>	Cruise control shall be provided.			
<b>11.5</b>	Vehicle front-end alignment is required and a printed copy of the alignment result shall be provided with vehicle packet.			
	<b>12.0 BRAKES</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>12.1</b>	Service brakes shall be dual hydraulic, power assist, disc front and rear.			
<b>12.2</b>	Front and rear brakes shall offer “Anti-lock” feature.			
<b>12.3</b>	OEM upgrade to heavy duty brakes and system would be preferred. If available, offer as option.			
<b>12.4</b>	Braking system shall be adequate for the GVWR of the bid vehicle.			
	<b>13.0 WHEELS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>13.1</b>	Vehicle shall be equipped with six (6) heavy, OEM ventilated pressed steel wheels, 19.5” diameter and 6” width, single front and dual rear. All wheels to be interchangeable. All wheels to be painted white.			

	<b>14.0 TIRES</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>14.1</b>	225/70/19.5 Load Range E minimum. Total of six (6) all season radial tires with mud and snow designation. All tires and wheels to be spin balanced and aligned. A spare tire shall be provided that matches all other vehicle tires and shall be mounted on wheel, balanced and painted to match other wheels and shipped loose in bus.			
<b>14.2</b>	Lead wheel weights will not be accepted. Steel weights or less toxic wheel weight alternatives shall be supplied.			
	<b>15.0 BUMPERS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>15.1</b>	Vehicle shall be provided with manufacturer's standard front bumper with rear energy absorption type bumper, Romeo Rim Energy Absorbing Bumper System or approved equal.			
<b>15.2</b>	Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be transmitted directly to chassis frame.			
<b>15.3</b>	Rear bumper shall incorporate anti-ride device to prevent standing on rear bumper and shall be integral to bus body.			
<b>15.4</b>	Rear bumper safety sensor systems, OEM installed sensor if available from the chassis manufacturer.			
	<b>16.0 ELECTRICAL SYSTEMS AND COMPONENTS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>16.1</b>	The electrical system shall comply with all applicable FMVSS and shall conform also 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.			
<b>16.2</b>	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.			
<b>16.3</b>	One (1) 200 AMP alternator minimum. Alternator must be sufficient to operate all electrical equipment on vehicle including lift without drain in battery.			
<b>16.4</b>	Dual (2) batteries (GLASS MAT) with a combined capacity of no less than 1300 CCA. Primary and secondary battery shall be at 750 CCA and both be located in fully enclosed stainless steel battery compartment with stainless steel slide out tray both batteries shall be matching manufacture and CCA. A battery compartment located adjacent to the passenger's entrance door battery compartment shall be stainless steel, or painted with acid resistant paint. All battery connections require battery anti-corrosion treatment.			
<b>16.5</b>	Electrical switch panel shall be console/dash mounted and within easy reach of driver. It shall include all switches which will include: passenger compartment lighting, air conditioning, and heating both dash and rear factory installed equipment and wheelchair safety interlock ETC. All switches shall be back lit for night operation, professionally labeled switches, controls or gauges are not to be installed above the driver's head or above the OEM Dash.			



<b>16.6</b>	A warning light and audible buzzer indicating rear door ajar condition shall be located in switch panel or dash.			
<b>16.7</b>	Wiring to be routed in a split open-type loom and secured to the body or frame with straps in order to prevent snagging and chafing. Plastic sleeves shall protect wires that penetrate steel member. 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.			
<b>16.8</b>	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. Circuit breakers shall be manual resettable type and designed specifically for each circuit. All body circuit panels shall have an accurate ledger, professionally labeled and installed on circuit panel door.			
<b>16.9</b>	A master electrical component compartment located in a weather protected compartment with access from the interior of the bus shall be provided.			
<b>16.10</b>	All switches provided by bus body manufacturer shall be transit grade rocker type, identifiable with universal symbols indicating function, and shall be LED back-lit. Decals or any other “stick-on” type labels will be rejected.			
<b>16.11</b>	Heavy duty 12-volt horn shall be provided and installed so it is protected from wheel wash. A back-up alarm shall be provided.			
<b>16.12</b>	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. Schematic may be contained on CD or conventional paper manual.			
	<b>17.0 INSTRUMENT AND CONTROLS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>17.1</b>	Following gauges and/or controls are to be provided;			
	a. Ignition Key Switch			
	b. Speedometer with Recording Odometer			
	c. Tachometer (If Optional)			
	d. Voltmeter			
	e. Oil Pressure Gauge and Warning Lamp			
	f. Fuel Tank Level Gauge; Low Fuel Warning Light			
	g. Engine Temperature Gauge			
	h. Headlight High Beam Indicator			
	i. Parking Brake “on” Indicator Light			
	j. Directional Signal and Flasher Action Light			
	k. Check Fuel Cap			
	l. Fasten Safety Belt Warning Light			
<b>17.2</b>	All instruments to be grouped on a single panel in full view of driver.			
<b>17.3</b>	Visual/audible warning system (apart from gauges already listed) shall be supplied to alert driver of an operational failure.			
<b>17.4</b>	The following controls, in addition to normal steering, braking and transmission functions are to be provided:			
	a. Column mounted turn signal lever			
	b. Emergency flasher facing driver and clearly visible			
	c. Door control at driver’s location			
	d. OEM Exterior light switch			
	e. Separate switch and temperature control for driver’s heater, defroster and AC			
	f. Two-speed wiper control w/intermittent feature			
	g. Windshield washer			

	h. Switch for passenger compartment lights			
	i. Driver dome light			
	j. Body master disconnect switch, on positive side of system, readily accessible and manually operated by driver			
	<b>18.0 BODY CONSTRUCTION</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>18.1</b>	Body Structure: Vehicle shall be built as an integral unit and adequately reinforced at all joints and corners where stress concentration may occur; body shall be built to adequately carry required loads and withstand road shock. Documentation is required that vehicle meets FMVSS 220 Roll Over Certification. Such certification must be provided with bid submission. Written documentation should be included in bid package that the vehicle being bid has been certified and in compliance with the required standard(s).			
<b>18.2</b>	Body structure must incorporate an integrally welded steel body framing for the floor, end caps, sidewalls, and roof.			
<b>18.3</b>	Floor framing description, method of assembly, steel cross sections, and gauge of steel must all be included in full description submitted as indicated at end of Section 18.			
<b>18.4</b>	Tubular wall structures shall be jig-welded, with impact rails incorporated into the walls at floor and seat area.			
<b>18.5</b>	Roof structure shall be same jig-welded construction. Complete description, including size of tubing, metal gauge submitted with total body construction detail. Roof structure must conform to appropriate FMVSS. An illustration of the framing construction must be submitted.			
<b>18.6</b>	Body steel cage frame which would consist of floor, side walls, roof, from front to rear,			

	and will be welded together resulting in a one-piece body frame structure. No other method of assembly will be acceptable.			
<b>18.7</b>	Zinc coating or equal shall be applied to all steel structural members including all components listed in 18.6, when assembly has been completed.			
<b>18.8</b>	Vehicle body shall be bolted to frame structure as recommended by chassis manufacturer.			
<b>18.9</b>	Sidewalls and roof shall be insulated with high density polyurethane foam insulation. <b>Specify R value.</b>			
<b>18.10</b>	All securing and fastening hardware (nuts, bolts, clips, clamps) shall be stainless steel, zinc or cadmium plated phosphate coated to aid in corrosion prevention.			
<b>18.11</b>	Exterior side walls shall be smooth side sheets with no exposed fasteners. <b>Specify exterior wall material.</b>			
<b>18.12</b>	Wheelhouses are to be constructed and reinforced to prevent deflection with ample clearance provided for tires under a load and operating on both smooth and rough terrain.			
<b>18.13</b>	A clear paint protection film shall be installed on the front corner of body of the passenger's side, ahead of passenger's entry door and on driver side behind the driver's door to protect from high volume of stone and road debris for damaging body panels.			
<b>18.14</b>	Removable splash aprons (Mud Flaps) shall be installed at each wheel opening and must extend beyond the outer surface of the tires and not to interfere with any repairs and/or replacement.			

18.15	Vehicle, entire under body frame, shall be undercoated and applied at the time of manufacture. Description of undercoating type and make will be included with full bus body description provided by bidding vendor.			
18.16	All exterior metal trim shall be stainless steel, polished aluminum or chrome plated.			
18.17	Gutters shall be installed the full body length of vehicle and over all windows and doors in such a way that water is diverted to the rear of the vehicle.			
<b>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 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.</b>				
	<b>19.0 DOORS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
19.1	Doors of the bid vehicle shall include: Driver's door, entrance door, accessible entrance door, and rear emergency door.			
19.2	Driver's Door shall be chassis manufacturer's standard door. An external step shall be provided for driver's ease and convenience in accessing vehicle. If OEM chassis manufacturer does not offer a built-in step as part of the chassis construction, an additional step, minimum of 7" of safe useable area must be provided. <b>The construction information of an added step, if necessary, should be submitted with bid.</b>			
19.3	Passenger's entrance door shall be a two leaf, electrically operated, driver controlled door. Size, make, and model of the motor used shall be included with bid, and shall meet the minimum measurements outlined under Sec. 2.0 Dimensions, and listed here. Door glass panes should be 1/8" thick,			

	<p>tinted with AS-2 rated tempered safety glass. Door framing (door trim) shall be stainless steel frame and be located directly adjacent to the driver's seat. This specification refers to the doorway framing and not the door panels. Door entrance shall have a clear opening of a minimum of 40" width and a minimum door height of 75". Doors must be installed in such way no 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. A hinged door must be supplied to access the door mechanism.</p> <p><b>Specifications of door and framing must be submitted with the bid.</b></p>			
<b>19.4</b>	<p>Stepwell Assembly shall be constructed of 12-gauge stainless steel. Stepwell shall meet the dimensions as outlined in Section 2.0. Steps shall be fully recessed, enclosed and protected from weather. Steps shall be covered with non-skid textured (or ribbed) treads with yellow step nosing. Treads should be fully secured to step to prevent lifting. Step well to be heated to prevent ice buildup with the installation of step heater(s) installed directly under step tread in the first two steps from the bottom. Warm Welcome acceptable or an approved equal. ADA required hand rails left and right will be installed in entry and shall be stainless steel.</p>			
<b>19.5</b>	<p>Rear Emergency Door: A key locking rear emergency door measuring a minimum 32" wide and 54" in height and be key locking from the exterior. A door ajar warning light and buzzer located in driver's area door shall be provided with upper and lower door glass. In addition, windows in rear body panels one on each side of the door. These windows shall be a minimum of 7" in width and 24" high and matching in height, the door glass. Emergency exits shall be labeled</p>			

	<p>on the interior of the vehicle. Door framing shall be constructed using stainless steel this refers to the framing of the doorway and not the door. Door to be constructed of 14-gauge steel framing and outer skin consistent with the body construction. Full length piano hinge shall be provided as well as high density foam insulation, a rubber gasket, all around to seal the door from water seepage. A gas pressurized strut rod is required to hold the door open when in use shall be provided.</p> <p><b>Specifications of door and framing must be submitted with the bid.</b></p>			
<b>19.6</b>	<p>Lift Access Door: A key locking lift access door(s) shall be located behind the rear axle. Door shall measure minimum of 57" in height and a clear opening width that will accommodate the lift being offered in bid. Door framing shall be constructed using stainless steel. A gas pressurized strut rod is required to hold the door open when in use shall be provided.</p> <p><b>Specifications of door and framing must be submitted with the bid.</b></p>			
<b>19.7</b>	<p>All Door-way framing (Trim) shall be stainless steel. As in the previous door specifications, this refers to the door framing trim and not the door(s). Door(s) to be constructed with outer skin consistent with the body construction. Full length piano hinge shall be provided and door shall be insulated with high density foam; rubber gasket used to seal door against water seepage.</p>			
<b>19.8</b>	<p>Roof Hatch: One (1) roof hatch/ventilator shall be installed in location determined by manufacturer not to interfere with roof mounted air conditioning unit. Hatch to be Specialty, Tran spec or an approved equal. A red small LED light shall be installed at the emergency exit.</p>			

	<b>20.0 WINDSHIELD AND WINDOWS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>20.1</b>	Windshield to be OEM standard and shall be laminated tinted safety glass.			
<b>20.2</b>	OEM heavy duty electrical two speed windshield wipers with an intermittent feature and washer.			
<b>20.3</b>	Driver's side window to be OEM standard roll down type.			
<b>20.4</b>	Passenger windows shall be transit type and not a single sliding school bus type and shall comply with all applicable FMVSS. Windows shall have an opening capability for ensured ventilation with an upper "T" sliding design. Windows shall be safety glass with an AS-3 marking, dark tinted to a maximum of 31% light transmission.			
<b>20.5</b>	Emergency push out windows shall comply in quantity with FMVSS217 and clearly labeled with visible operating instructions. A red small LED light shall be installed above each emergency push out window and any emergency exit.			
<b>20.6</b>	The transition panel located between the right front wheel and the entrance door shall have an AS-2 rated glass window for driver's view of the right side of vehicle and shall offer a minimum of 300 square inches of glass.			
	<b>21.0 HEATERS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>21.1</b>	Front heater shall be OEM manufacturer's high output heater with defroster. Auxiliary heaters shall be a minimum of two (2) 65,000 BTU with insulated lines and a booster pump. Heater units shall be located under seat(s) in passenger compartment and not to interfere with ambulatory traffic.			



	Total heat BTU shall be sufficient to heat vehicle size.			
<b>21.2</b>	Two (2) water shut-off valves shall be installed outside the vehicle under driver's seat and shall be ¼ turn gate valves, or ball type valves.			
<b>21.3</b>	Heaters individually controlled with three position switches; high, low, off, and back-lite labeled front and rear. Switches shall be located in the switch panel in driver's area.			
	<b>22.0 AIR CONDITIONING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>22.1</b>	Dual air conditioning systems are required with separate compressors. A OEM dash air conditioning system shall be supplemented with a passenger air conditioning system of no less than 90,000 BTU, the BTU rating shall be recommended by manufacturer for service area and climate in Maine. Both systems shall be separately controlled by switches in the driver's area and should offer a minimum of two speed fan control. Temperature shall be controlled by infinite position rotary control. Passenger's air conditioning shall be a dual fan/condenser and shall be roof mounted.			
<b>22.2</b>	Return and drain hoses from evaporator shall be routed internally of the vehicles rear wall.			
<b>22.3</b>	Product literature detailing manufacturer's specification for both types of systems must be provided with the proposal and should support the BTU capacity for the system selected.			
	<b>23.0 INTERIOR LIGHTING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>23.1</b>	Interior lighting shall include a driver's compartment dome light instrument panel lights, switch panel back-lighting, six (6)			

	minimum recessed or low profile mounted lights, in passenger compartment, and two (2) hooded 2 foot-candles of illumination measured stepwell lights that automatically illuminate when passenger door is opened. Interior lighting shall consist of LED lights.			
23.2	All egress locations shall be designated and identified with a small red LED light illuminated when vehicle is in operation.			
	<b>24.0 EXTERIOR LIGHTING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
24.1	All exterior lights shall meet State, Federal and MaineDOT requirements. All applicable exterior lights, i.e. Lift Access door, entrance must be in compliance with the ADA requirements and be LED type. (Headlights Exempt)			
24.2	Single rectangular halogen headlamps of sealed beam type are required with high and low beam controlled by turn signal lever. Daytime running lights shall be provided if available from chassis manufacturer.			
24.3	Directional signals, front and rear shall be operated by lever on steering column and shall meet all applicable FMVSS.			
24.4	All exterior lights shall be of LED type.			
24.5	All lights (marker, turn signals, taillights, clearance etc.) shall be flush or low profile mounted.			
24.6	Two (2) back up lights shall be provided with a center brake light that operates in conjunction with corner brake lights.			
24.7	Two (2) flush or low floor mounted two foot-candles of illumination measured LED lights shall be installed at the ambulatory entrance door illuminate the landing area			

	and shall be activated automatically upon opening entrance door.			
<b>24.8</b>	A license plate bracket with light shall be provided on rear of vehicle and a front license plate bracket for the front.			
	<b>25.0 FLOOR CONSTRUCTION/COVERING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>25.1</b>	5/8" minimum thickness marine grade plywood sub floor or approved equal all edges sealed to prevent entry of moisture. Subfloor shall be Screwed and glued to frame members. Transit grade non-skid flooring shall be used over sub floor material aisle. Flooring shall be cemented with waterproof adhesive to the plywood and have welded seams to create a one piece covering. No floor carpeting will be accepted. Flooring shall be "cove" mounted up side walls a minimum of 5". Any deviation from this installation will be unacceptable.			
	<b>26.0 INTERIOR</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>26.1</b>	Interior shall provide an aesthetically pleasing atmosphere. School bus type interior is not acceptable. <b>Specify all Interior Material.</b>			
<b>26.2</b>	Walls shall be finished in a durable material coordinated with the vehicle's color scheme, white or light gray.			
<b>26.3</b>	Headliner shall also be OEM compatible with vehicle's colors and shall be cloth covered insulated for absorption of interior noise.			
<b>26.4</b>	Headliner shall also be compatible with vehicle's colors and shall be covered with a padded vinyl fabric for absorption of interior noise.			

26.5	Side and rear walls and roof shall be insulated with description of insulation materials, with r-factor of 6 and installation process being part of the body details.			
26.6	Fuel tank access panel shall be installed in floor.			
26.7	Stanchions shall be installed that are constructed of 1¼" seamless stainless steel. Vertical stanchions, with modesty panels to be located at top left of step well and behind the driver. All modesty panels shall be padded and matching vinyl covered. A clear plexiglass partition shall be installed above the modesty panel behind the driver.			
26.8	All stanchions to be secured to solid structure framing and not simply attached to ceiling or wall panels with sheet metal screws.			
	<b>27.0 SEATING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
27.1	Driver's seat shall be Chassis OEM seat with a Chassis OEM adjustable power base, fully padded, shock absorbing seat of heavy duty fire resistant construction, equipped with retractable lap and shoulder safety restraint; upholstery shall be standard OEM material. Standard arm rest adjustable fore and aft, recline, and lumbar support. All seat mechanism must be covered and not exposed.			
27.2	Passenger Seats shall be fully contoured 2pt mid-high, Freedman or approved equal. Seats shall have individual backs and bottoms cushions with level 4 upholstery. The first row of seating will be designated by a sign as priority seating. Two (2) foldaway two point seats in the rear rows with the same level 4 upholstery. Each passenger seating style will be determined by the end user, all seat costs shall be included in the seating options 38.0.			

	Passenger seat layout See floor layout Attachment #1.			
<b>27.3</b>	A minimum of 28” hip to knee space including those seats mounted behind the modesty panel. See Appendix 1 Floor plan #2 for alternative hip to knee spacing of 34”.			
<b>27.4</b>	Seat belt extensions shall be provided for each individual seat on each vehicle. Length of extensions to be longest available per seat configuration.			
<b>27.5</b>	Grab handle shall be installed on aisle seats, at the top of aisle seat. And two continuous ceiling mounted assist rail on each side of the passenger’s area aisle.			
<b>27.6</b>	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, independent of the seat. Belts must not be able to fall to the floor. All USR and release buckles must not be rigid design that will cause injury to the passengers. <b>Description of the USR and release buckle must be provided with bid.</b>			
	<b>28.0 SAFETY EQUIPMENT</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>28.1</b>	Each vehicle will be equipped with the following:			
	a. Triangle Reflector Flare Kit			
	b. 5# Rechargeable ABC Type Fire Extinguisher with holder			
	c. 24 piece First Aid Kit w/CPR mouthpiece			
	d. Back Up Alarm			
	e. Seat Belt Cutter			
	f. Evac-Aid evacuation blanket or Approved Equal			
	g. Body Fluid Clean Up Kit			

	h. Wheel chocks and holders			
	i. Securement and location of safety equipment (with the exception of the back-up alarm) shall be in secure and accessible location to the driver.			
	<b>29.0 MIRROR</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>29.1</b>	Exterior rear view mirrors shall be 7"x10" dual glass (one convex lens), heated, remote left and right. A four-way adjustable Interior rear view mirror installed above the center windshield shall be convex for driver's view of bus interior.			
	<b>30.0 MUD FLAPS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>30.1</b>	Mud flaps shall be installed behind front and rear wheels, flaps shall be positioned in such manner that they or outside the tire envelope to prevent road debris hitting body panels. Bracing may be required to prevent mud flap from sailing.			
	<b>31.0 EXTERIOR, PAINT, GRAPHICS, LETTERING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>31.1</b>	Buses shall be white unless an agency desires a solid exterior color. (Reference to Section # 37 General Options Pricing)			
	<b>32.0 RUSTPROOFING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>32.1</b>	Manufacturer's full rust proofing package: When a vehicle is rust proofed in accordance with this standard, rustproof and/or bidder shall furnish written warranty stating the period of time the rust proofing will protect vehicle (maximum warranty period offered by manufacturer is required). Warranty shall include a detailed outline of all warranty limitations. Defective material and workmanship shall be replaced or repaired by the rustproof manufacturer at no Charge in accordance with the warranty. No materials from the rustproof process			

	shall restrict any vents or air conditioning drainage tube. Inspection to insure a clear drain will be done at factory and before delivery.			
	<b>33.0 BODY/CHASSIS WARRANTY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
	Manufacturer will provide a minimum standard warranty coverage on parts and labor, warranty to cover all components and parts on the bus body. Chassis will be warranted under OEM standard warranties. Bus body manufacturer shall provide a minimum standard warranty coverage.			
	<b>34.0 MISCELLANEOUS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>34.1</b>	OEM AM/FM/CD digital radio shall be provided. Radio shall include clock as part of the radio and not a separate item. There shall be a minimum of four (4) speakers to be installed in passenger compartment.			
<b>34.2</b>	Key locking storage area with hinged cover installed overhead of driver in the header area. <b>(No Glued Hinges)</b>			
<b>34.3</b>	12-volt cell phone power charging outlet			
<b>34.4</b>	Driver side adjustable sun visor			
	<b>35.0 WHEELCHAIR SECUREMENT AREA - RESTRAINTS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>35.1</b>	Wheelchair securement positions shall be both located in rear of vehicle. Area must have a clear floor area of 30" x 48" (ADA requirement 28.23.d.2) per securement.			
<b>35.2</b>	Wheelchair Restraint(s) shall be Q-Straint QRT-360 Series type or approved equal and shall secure wheelchair in a forward-facing position. Wheelchair occupant belt shall be provided as well as a retractable shoulder belt in compliance with ADA. Under seat			

	mounted restraint holder (TDSS) shall be provided for belt storage when not in use.			
<b>35.3</b>	Floor restraint system must be manufactured by the same company manufacturing the securement system and should be flush mounted. Q-Straint QRT 360 Series should be appropriate for use with a “Slide and Click” or approved equal type.			
	<b>36.0 WHEELCHAIR LIFT</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>36.1</b>	1000 lbs. (Braun Century 2) or an approved equal Commercial wheelchair lift shall be in compliance with USDOT Rules and Regulations 49CFR, Part 38, ADA, 1990.covering platform. Further it shall comply with NHTSA Rule 403/404.			
<b>36.2</b>	Lift shall be inter-locked with the vehicle transmission ensuring that the vehicle cannot be moved when the lift is not in a stow position, ADA38.23.b.2.			
<b>36.3</b>	Lift platform shall be illuminated by LED lights mounted on the lift itself as well as two exterior lights located below window level which are shielded to protect the eyes of passengers while entering or leaving the lift area, ADA 38.31.			
<b>36.4</b>	A light on the dash shall be provided to indicate door is open. An interior light should activate when the door(s) are open to illuminate the wheelchair area from above the lift.			
<b>ADA REQUIRMENTS SHALL SUPERCEDE ALL SPECIFICATIONS NOTED HERE.</b>				
<b>36.5</b>	Hand held pendant control, for lift operations, shall be a one-hand operation design made of durable ABS plastic. Control box shall have back-lit functions			



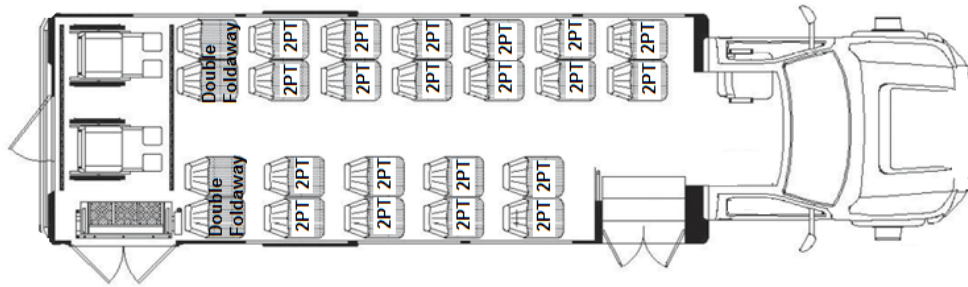
	and a coiled cable with modular jack connections.			
<b>36.6</b>	Manual back-up system provided to ensure operation of lift in case of electrical failure. System shall be reliable and allow manual raising and lowering the lift while occupied. Back-up system shall fold and unfold platform. Pump shall be integrated with hydraulic power pack system so that no hydraulic lines or fittings are required for fluid transfer.			
<b>36.7</b>	Platform shall be steel construction with a see-through grating allowing improved visibility and safer use. Platform shall have a minimum usable wheelchair passage width of 33" and a minimum usable length of 52" requiring a 57" vertical clear door opening. Sides of platform shall be a minimum of 2.5" high.			
<b>36.8</b>	Platform shall be automatically folded and unfolded and fully automatic operation. Platform shall allow both inboard and outboard facing of wheelchair and mobility aid users.			
<b>36.9</b>	Outer barrier shall be mechanically activated and must be in vertical position prior to platform movement. The Inner and Outer barrier shall be sole outboard retention device and shall 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 and a minimum of 8" in length and include handrail restraint. They shall withstand a 100lb. force in any direction without permanent deformation.			
<b>36.10</b>	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.			
	<b>37.0 GENERAL OPTIONS PRICING</b>	<b>Price</b>	<b>Notes</b>	
	The following equipment is to be bid as option with prices. List is not limited to, but should include, all items so marked throughout the specifications:			
<b>The following seat options shall reflect the cost difference between the seats specified in 27.2.</b>				
<b>37.1</b>	Seating Options: Priced per seat not per double seat.			
»	Integrated 3pt seat			
»	Integrated 3pt seat with CRS 225 hook and tether			
»	Integrated 3pt child restraint seat			
»	3pt foldaway seat			
<b>37.2</b>	Exterior Bid as Option Pricing:			
»	One Contrast Stripe			
»	Two Contrast Stripes			
»	Solid Color Exterior Paint			
»	Lettering (Per Letter)			
»	Fleet Number			
»	Additional studded snow tire and wheel mounted in compliance to Section 13.1 (priced each)			
<b>37.3</b>	Two-way radio pre-wire: Pre-wire shall consist of roof ground antenna with pull wire, 10ga. Power and ground wire, and 14ga activation wire routed to center of dash area with extra wire to allow placement options.			
<b>37.4</b>	DVR interior surveillance camera system with a minimum three (3) year Warranty. REI, Pro Vision, or approved equal. Provide pricing for each of the following options.			

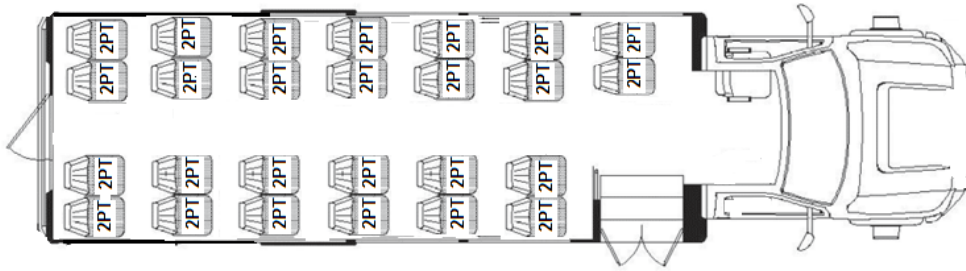
»	Two Camera System		
»	Three Camera System		
»	Four Camera System		
	SD Card interior surveillance camera system with a minimum three (3) year Warranty. REI, Pro Vision, or approved equal. Provide pricing for each of the following options.		
»	Two Camera System		
»	Three Camera System		
»	Four Camera System		
»	Backup camera integrated in the rear-view mirror.		
»	Backup camera with separate monitor.		
<b>37.5</b>	PA system with hand held microphone, Internal & External speakers, must have switches to control interior speakers and exterior speakers individually and all speakers together.		
<b>37.6</b>	Vehicle battery jump start connection (i.e. Anderson 350 or approved equal) readily accessible in the front near the engine grill.		
<b>37.7</b>	Destination Signage, Mobilite		
<b>37.8</b>	Fare Box Diamond NV with Two Vaults		
<b>37.9</b>	Fare Box Diamond SV with Two Vaults		
<b>37.10</b>	ADA fixed route vehicle requirements including but not limited to, pull cords or buttons, touch tape in the wheel chair areas, an overhead stop request sign with auditory stop indication.		
<b>37.11</b>	Chassis Manufacturer's Extended Warranty		
<b>37.12</b>	Body Manufacture Extended Warranty		

<b>37.13</b>	Bike Rack, two position front mounted stainless steel, Sport Works.		
<b>37.14</b>	Overhead Luggage racks with reading lights		
<b>37.15</b>	Automatic Tire Chains		
<b>37.16</b>	Removable Curbside Exterior XL Snow board rack and Two XL ski racks. MDOT will work with successful bidder with the rack design and mounting.		
<b>37.17</b>	Diesel Engine		
	<b>38.0 BID SUBMISSION REQUIREMENTS</b>	<b>Abbreviation</b>	<b>Notes</b>
<b>38.1</b>	The following is a checklist required for this bid to assist in assuring that the bid is complete. This information is in addition to and all documentation found within the specifications.		
»	Theoretical Weight Analysis Worksheet is required for all vehicles and supplied with vehicle final paper work.		
»	Altoona Test on BID VEHICLE		
»	Complete informational document on chassis, body construction, and body materials.		
»	A fully dimensioned floor plan portraying the arrangement of seats, wheelchair positions, passenger assists, wheelchair lift, modesty panels and doorways.		
»	A weight analysis worksheet exhibiting individual wheel and axle weights. The weight analysis shall be applicable to the vehicle bid and shall exhibit compliance with weight limitations of the chassis manufacturer.		
»	Bus body electrical system description, IN ADDITION TO WIRING "AS BUILT SCHEMATIC"		
»	FMVSS Certifications		
»	Bus Body Manufacturer's Quality Assurance procedures "in plant"		

»	QVM certification from chassis manufacturer		
»	References of bidder's customers currently using same type of vehicle bid. Should include contact name, telephone and date of delivery.		
»	Contact name, title and telephone number for parts and service. Warranty service and warranty parts form included in bid package MUST be complete and returned in order for bid to be determined responsive.		
»	Literature/Brochure/Specifications shall be provided for Wheelchair Securement System, Wheelchair Lift, Air Conditioning, Heaters, Seating, Under seat retractors and release buckle, Interior and Exterior wall material, and Bus body door specifications.		
»	Manuals to be provided with vehicle shall include a Parts Manual, Service Manual and an "As Built" Wiring Schematic. One set of manuals per agency and one for MDOT for the initial purchase. Manuals may be provided in conventional paper manual or CD.		
»	Recommended service and maintenance schedule for chassis, body and components.		
»	Warranty Descriptions on Chassis, Body and all Sub-Components		
»	Extended Warranty Descriptions on Chassis, Body and all Sub-Components		
	<b>39.0 TRAINING</b>	<b>Abbreviation</b>	<b>Notes</b>
<b>39.1</b>	Vehicle operators 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 of the Body, chassis, and low floor units (if appropriate) and shall be conducted for appropriate staff members and at their facility.		



**Floor Plan #1**



**Floor Plan #2**

**APPENDIX C**

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

**Municipality Political Subdivision and School District  
Participation Certification**

**RFQ # 17A18062900000000000692**

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 Agreement pricing. A bidder's willingness to extend Agreement pricing to these entities will be taken into consideration in making awards.

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:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **APPENDIX D**

### **FEDERAL REQUIREMENTS AND CERTIFICATIONS**

#### **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**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the successful bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, disability, or sexual preference. In addition, the successful bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the successful bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, age, or sexual preference. Such action shall include, but not be limited to, the following: employment,



upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the successful bidder agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the successful bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the successful bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

#### Contract Work Hours and Safety Standards (If Applicable)

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.

### **1.3 FLY AMERICA REQUIREMENTS:**

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

### **1.4 CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSELS:**

The successful bidder 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 preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the successful bidder in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

### **1.5 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS:**

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

(1) Buy America Requirements: The 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.

#### **1.6 CLEAN AIR:**

(1) The successful bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. . The successful bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The successful bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **1.7 CLEAN WATER:**

(1) The successful bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. . The successful bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The successful bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **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 OBLIGATION BY THE FEDERAL GOVERNMENT.:**

(1) The Purchaser and successful bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, successful bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The successful bidder agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

(1) The successful bidder 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 successful bidder 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 successful bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The successful bidder also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the successful bidder, to the extent the Federal Government deems appropriate.

(3) The successful bidder 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 preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The successful bidder shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions

### **1.13 SUSPENSION AND DEBARMENT**

This contract is a covered transaction for purposes of 49 CFR Part 29, Executive orders 12549 & 12689, and 31 U.S.C 6101.. As such, the successful bidder is required to verify that none of the successful bidder, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

## **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

\_\_\_\_\_  
Printed Name of Person Bidding

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

**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.

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Dated

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Printed name of Person Bidding

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Authorized Signature

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Title

### 2.3 VEHICLE PERFORMANCE AND WARRANTY DATA

The information provided on this form will be used in determining operating costs of the vehicle. Bid must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid. THIS FORM MUST BE REPRODUCED AND COMPLETED FOR EACH CATEGORY OF VEHICLES BID.

1. VEHICLE CATEGORY: \_\_\_\_\_

2. DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)

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3. VEHICLE INFORMATION:

YEAR \_\_\_\_\_ VEHICLE MAKE \_\_\_\_\_

VEHICLE MODEL \_\_\_\_\_

EPA MILEAGE RATING: CITY \_\_\_\_\_ HWY \_\_\_\_\_

4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED FOR BOTH CHASSIS AND BODY

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**5. BASIC VEHICLE WARRANTY DESCRIPTION**

<b>COMPONENT</b>	<b>MANUFACTURER</b>	<b>YEAR</b>	<b>MILES-CYCLES</b>
<b>CHASSIS: (BUMPER/BUMPER)</b>			
<b>TRANSMISSION:</b>			
<b>ENGINE:</b>			
<b>ENGINE COMPONENTS:</b>			
<b>CORROSION:</b>			
<b>ROADSIDE ASSISTANCE / TOWING:</b>			
<b>SAFETY RESTRAINT SYSTEM:</b>			
<b>ALTERNATORS:</b>			
<b>EMISSIONS:</b>			
<b>BUS BODY:(BASIC BODY)</b>			
<b>STRUCTURE</b>			
<b>CORROSION</b>			
<b>PAINT</b>			
<b>SUSPENSION SYSTEMS:</b>			
<b>LIFTS:</b>			
<b>LIFT COMPONENTS:</b>			
<b>DOORS:</b>			

<b>COMPONENT</b>	<b>MANUFACTURER</b>	<b>YEAR</b>	<b>MILES-CYCLES</b>
<b>ELECTRICAL SYSTEM:</b>			
<b>SEATS:</b>			
<b>COVERS &amp; UPHOLSTERY - LEVEL</b>			
<b>FRAME</b>			
<b>FOAM</b>			
<b>AIR CONDITIONING:</b>			
<b>HEATERS:</b>			
<b>WEBASTO HEATERS:</b>			
<b>AUDIO EQUIPMENT:</b>			
<b>VISUAL EQUIPMENT:</b>			
<b>RESTRAINT SYSTEM:</b>			
<b>UNDER COATING:</b>			
<b>SIGNAGE:</b>			

<b>LIGHTING:</b>			
<b>WINDOWS/GLASS:</b>			

**NAME/LOCATION OF REPAIR FACILITY(S)** (BOTH AUTHORIZED WARRANTY,PARTS & SERVICE PER REQUESTED LOCATION). These facilities must be located within a 75-mile radius of the vehicle location:

**A. VEHICLE CHASSIS**

VEHICLE LOCATION: \_\_\_\_\_

WARRANTY AND SERVICE FACILITY\_\_\_\_\_

ADDRESS\_\_\_\_\_

CONTACT NAME\_\_\_\_\_TELEPHONE\_\_\_\_\_

VEHICLE PARTS PROVIDER:\_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME:\_\_\_\_\_TELEPHONE:\_\_\_\_\_

**B. VEHICLE BODY & COMPONENT**

VEHICLE LOCATION: \_\_\_\_\_

WARRANTY AND SERVICE FACILITY\_\_\_\_\_

ADDRESS\_\_\_\_\_

CONTACT NAME\_\_\_\_\_TELEPHONE\_\_\_\_\_

VEHICLE PARTS PROVIDER:\_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME:\_\_\_\_\_TELEPHONE:\_\_\_\_\_

**C. VEHICLE AIR CONDITION**

VEHICLE LOCATION: \_\_\_\_\_

WARRANTY AND SERVICE FACILITY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_

VEHICLE PARTS PROVIDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**D. VEHICLE WHEEL CHAIR LIFT OR RAMP**

VEHICLE LOCATION: \_\_\_\_\_

WARRANTY AND SERVICE FACILITY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_

VEHICLE PARTS PROVIDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**E. VEHICLE CAMERA SYSTEM**

VEHICLE LOCATION: \_\_\_\_\_

WARRANTY AND SERVICE FACILITY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_

VEHICLE PARTS PROVIDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE \_\_\_\_\_

**F. VEHICLE SIGNAGE**

VEHICLE LOCATION: \_\_\_\_\_

WARRANTY AND SERVICE FACILITY\_\_\_\_\_

ADDRESS\_\_\_\_\_

CONTACT NAME\_\_\_\_\_TELEPHONE\_\_\_\_\_

VEHICLE PARTS PROVIDER:\_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME:\_\_\_\_\_TELEPHONE\_\_\_\_\_

**G. VEHICLE ENGINE**

VEHICLE LOCATION: \_\_\_\_\_

WARRANTY AND SERVICE FACILITY\_\_\_\_\_

ADDRESS\_\_\_\_\_

CONTACT NAME\_\_\_\_\_TELEPHONE\_\_\_\_\_

VEHICLE PARTS PROVIDER:\_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME:\_\_\_\_\_TELEPHONE\_\_\_\_\_

**H. VEHICLE TRANSMISSION**

VEHICLE LOCATION: \_\_\_\_\_

WARRANTY AND SERVICE FACILITY\_\_\_\_\_

ADDRESS\_\_\_\_\_

CONTACT NAME\_\_\_\_\_TELEPHONE\_\_\_\_\_

VEHICLE PARTS PROVIDER:\_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME:\_\_\_\_\_TELEPHONE\_\_\_\_\_

This form must be reproduced and completed for any additional vehicle warranty/facility information.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

## 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.

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Date

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Printed Name of Person Bidding

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Signature

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Title

**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.

_____	_____
Date	Printed Name of Person Bidding
	_____
	Authorized Signature
	_____
	Title

**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.

_____	_____
	Printed Name of Person Bidding
_____	_____
Date	Signature
	_____
	Title

## **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 60 percent domestic content. Certification requirement for procurement of buses, other rolling stock and associated equipment:

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

\_\_\_\_\_



## **2.7 BUS TESTING PROVISION**

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

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

### **CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Bidder/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

**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.

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Date

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Printed Name of Person Bidding

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Signature

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Title

## **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 up to the recipient.

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

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(To be submitted with each bid or offer exceeding \$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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Bidder's Authorized Official  
Name and Title of Bidder's Authorized Official  
Date

## **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.

Signature\_\_\_\_\_

Title\_\_\_\_\_

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

Date\_\_\_\_\_

## **APPENDIX E**

### **MAINEDOT TERMS AND CONDITIONS**

- **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 MaineDOT's Fleet Representative**

The Vendor shall promptly notify MaineDOT's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and MaineDOT's Fleet Representative shall promptly negotiate in

good faith to resolve the dispute. MaineDOT's Fleet Representative will promptly issue a decision.

#### **Review by Director**

If the Vendor desires a review of MaineDOT's Fleet Representative's decision, then the Vendor shall promptly request in writing that MaineDOT'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.

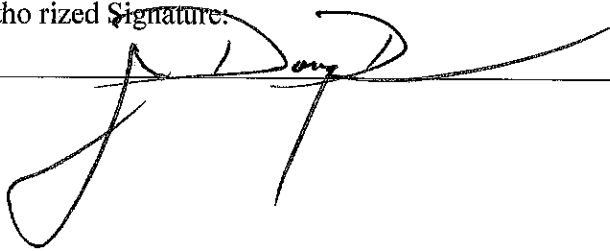
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE**

Bidder's Organization Name: <b>Alliance Bus Group, Inc .</b>		
Chief Executive - Name/Title: <b>J. Doug Dunn - Chief Executive Officer</b>		
Tel: <b>770-305-0060</b>	Fax: <b>770-305-0061</b>	E-mail: <b>DougDunn@AllianceBusGroup.com</b>
Headquarters Street Address: <b>1926 Hyannis Court</b>		
Headquarters City/State/Zip: <b>College Park, GA, 30337</b>		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: <b>Jim Bosari - National Accounts Manager</b>		
Tel: <b>603-402-7025</b>	Fax: <b>603-880-9258</b>	E-mail: <b>JimBosari@AllianceBusGroup.com</b>
Street Address: <b>13 Rebel Road</b>		
City/State/Zip: <b>Hudson, NH, 03051</b>		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- 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; and
- 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; and
- 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: <b>J. Doug Dunn</b>	Title: <b>Chief Executive Officer</b>
Authorized Signature: 	Date: <b>9/10/18</b>

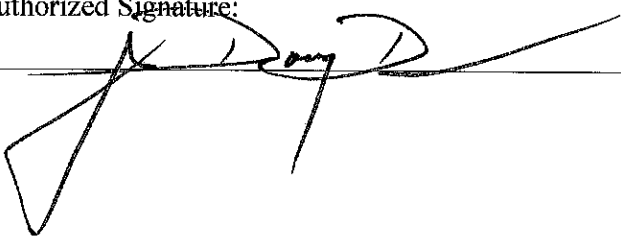
### Debarment, Performance, and Non-Collusion Certification

*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: <b>J. Doug Dunn</b>	Title: <b>Chief Executive Officer</b>
Authorized Signature: 	Date: <b>9/10/18</b>

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

**RFQ # 17A18062900000000000692**

**TECHNICAL SPECIFICATIONS**

**CUTAWAY ACCESSIBLE BUS**

**TWENTY-FOUR AMBULATORY PASSENGERS AND  
TWO WHEELCHAIR SECUREMENT POSITIONS  
AND TWENTY-SIX AMBULATORY PASSENGERS**

**GENERAL**

**a. Purpose**

The following specifications are for a two different configured current model cutaway bus. The buses must be current model compliant with all ADA regulations. Appendix # 1 Bus #1 shall be equipped with a curbside rear wheelchair lift. The Floor Plan #1 identifies the twenty-four ambulatory passengers plus two (2) wheelchair positions bus. Appendix # 1 Bus #2 identifies the twenty-six ambulatory passengers minus the Wheel Chair Lift, Wheel Chair doors, Wheel Chair restraints, Passenger A/C, MorRyde System, Foldaway Seats, with a 34" minimum hip to knee seating. 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.

**1.2 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 shall be ISO 9001:2000 certified. The bidder shall submit with bid documentation certifying ISO registration.

**1.3 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 5 Year, 150,000 mile vehicle.

**1.4 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.

### **1.5 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.

### **1.6 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.

### **1.7 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. 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.

### **1.8 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 of 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.

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.

**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 two (2) year of contract award. The price(s) of any buses ordered by the Department after the initial two (2) year firm/fixed price period shall be that quoted (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. However, in no event will the price(s) for any purchase order release exceed, by more than five percent (5%) increase over the remaining three (3) years of the five (5) year contract.

Define the mechanics of price adjustment.

**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



APPENDIX C

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

Municipality Political Subdivision and School District  
Participation Certification

RFQ # 17A18062900000000000692

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 Agreement pricing. A bidder's willingness to extend Agreement pricing to these entities will be taken into consideration in making awards.

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: **Alliance Bus Group, Inc.**

Address:

**1926 Hyannis Court, College Park, GA, 30337**

Signature: 

Date: **9/10/13**

## **APPENDIX D**

### **FEDERAL REQUIREMENTS AND CERTIFICATIONS**

#### **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**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the successful bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, disability, or sexual preference. In addition, the successful bidder agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the successful bidder agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, age, or sexual preference. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

In addition, the successful bidder agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the successful bidder agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the successful bidder agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

#### Contract Work Hours and Safety Standards (If Applicable)

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.

### **1.3 FLY AMERICA REQUIREMENTS:**

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

### **1.4 CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSELS:**

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

### **1.5 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS:**

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

(1) Buy America Requirements: The 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.

#### **1.6 CLEAN AIR:**

(1) The successful bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The successful bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The successful bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **1.7 CLEAN WATER:**

(1) The successful bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The successful bidder agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The successful bidder also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **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 OBLIGATION BY THE FEDERAL GOVERNMENT.:**

(1) The Purchaser and successful bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, successful bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The successful bidder agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

(1) The successful bidder 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 successful bidder 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 successful bidder further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The successful bidder also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the successful bidder, to the extent the Federal Government deems appropriate.

(3) The successful bidder 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 preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The successful bidder shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions

#### **1.13 SUSPENSION AND DEBARMENT**

This contract is a covered transaction for purposes of 49 CFR Part 29, Executive orders 12549 &

12689, and 31 U.S.C 6101.. As such, the successful bidder is required to verify that none of the successful bidder, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

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

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

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

## **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.**

**ALL CERTIFICATIONS MUST BE COMPLETED & SIGNED.**

**2.1 CERTIFICATE OF ELIGIBILITY**

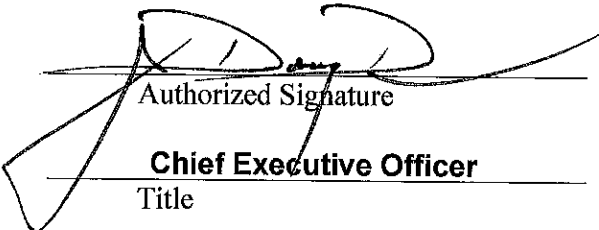
The Alliance Bus Group, Inc. (Company name) hereby certifies that it:

- (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.

9/10/18  
Dated

J. Doug Dunn  
Printed Name of Person Bidding

  
Authorized Signature

Chief Executive Officer  
Title

**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.

9/10/18  
Dated

J. Doug Dunn

Printed name of Person Bidding

  
Authorized Signature

Chief Executive Officer

Title

**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.

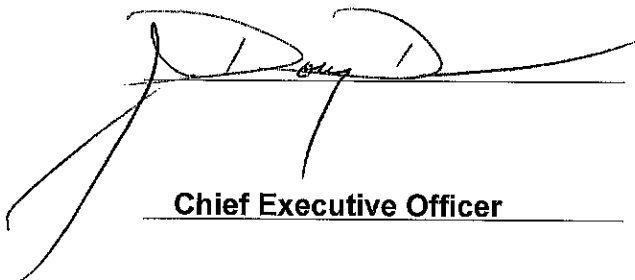
Please certify that vehicle being bid meets all Federal and State Safety Standards, Federal Noise & Exhaust/Emissions Standards, ADA regulations, ALL according to regulations cited above.

9/10/18

Date

J. Doug Dunn

Printed Name of Person Bidding

  
Chief Executive Officer

Signature

Title

**2.5 DISADVANTAGED BUSINESS/WOMEN OWNED BUSINESS ENTERPRISE GOALS      N/A**

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.

_____	_____
Date	Printed Name of Person Bidding
	_____
	Authorized Signature
	_____
	Title

**TRANSIT VEHICLE MANUFACTURERS (TVM)**

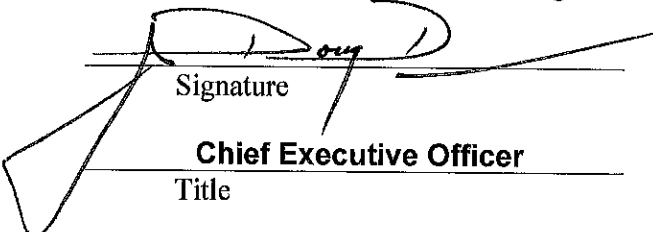
**Certification of Compliance with Disadvantaged Business Regulations**

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.

_____	_____
<b>J. Doug Dunn</b>	Printed Name of Person Bidding
_____	_____
<i>9/10/18</i>	
Date	Signature
	_____
	<b>Chief Executive Officer</b>
	_____
	Title

**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 60 percent domestic content. Certification requirement for procurement of buses, other rolling stock and associated equipment:

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

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

Date

Signature

Company Name

**Alliance Bus Group, Inc.**

Title

**Chief Executive Officer**

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

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

Date

Signature

Company Name

Title

## **2.7 BUS TESTING PROVISION**

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

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

### **CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Bidder/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: 9/19/18  
Signature: [Signature]  
Company Name: Alliance Bus Group, Inc.  
Title: Chief Executive Officer

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

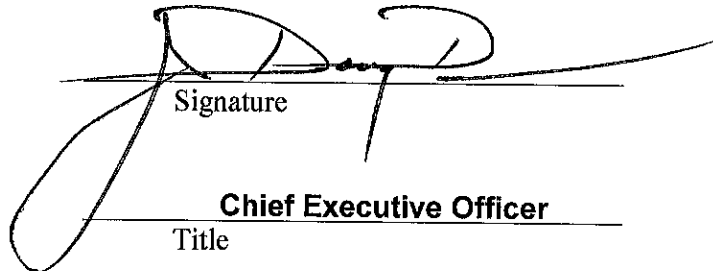
**2.8 SPECIFICATION COMPLIANCE**

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.

9/10/18  
Date

J. Doug Dunn  
Printed Name of Person Bidding

  
Signature

Chief Executive Officer  
Title

## **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 up to the recipient.

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

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(To be submitted with each bid or offer exceeding \$100,000)

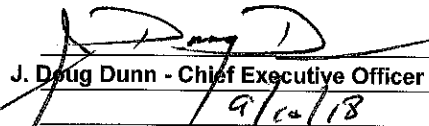
The undersigned [Bidder] certifies, to the best of his or her knowledge and belief, that:

- (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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

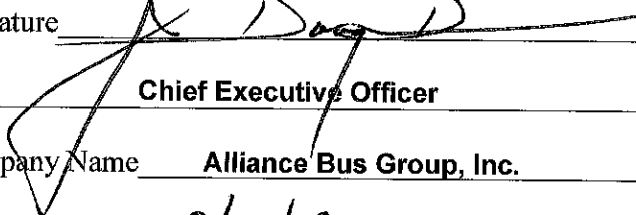
The Bidder, Alliance Bus Group, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

 Signature of Bidder's Authorized Official  
J. Doug Dunn - Chief Executive Officer Name and Title of Bidder's Authorized Official  
9/10/18 Date

## 2.10 RECYCLED PRODUCTS:

(42 U.S.C. 6962; 40 CFR Part 247; 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. Part 247.

Signature   
Title Chief Executive Officer  
Company Name Alliance Bus Group, Inc.  
Date 9/10/18





U.S. Department  
Of Transportation  
**Federal Transit  
Administration**

Headquarters

East Building, 5<sup>th</sup> Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

September 1, 2017

Brad Lupo, DBELO  
Champion Bus/General Coach America, Inc.  
331 Graham Road  
Imlay City, MI 48444

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2018

Dear Mr. Lupo:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Champion Bus/General Coach America's Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2018 for the period of October 1, 2017–September 30, 2018. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your FY 2018 DBE goal and determined that it is compliant with DOT's DBE regulations. You are eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2018 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by December 1, 2017. This report should reflect all FTA-funded contracting activity for the second period of FY 2017 (i.e., from April 1 to September 30).

Please also be mindful that your FY 2019 DBE goal methodology must be submitted to FTA by August 1, 2018. Any updates to the program plan must be submitted to FTA as they occur. Thank you for your cooperation. If you have any questions regarding this approval, please contact the FTA DBE Team via e-mail at [FTATVMSubmissions@dot.gov](mailto:FTATVMSubmissions@dot.gov).

Sincerely,

John Day  
Program Manager for Policy and Technical Assistance  
Office of Civil Rights

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.

\_\_\_\_\_  
Signature of Bidder's Authorized Official  
\_\_\_\_\_  
Name and Title of Bidder's Authorized Official  
\_\_\_\_\_  
Date

## 2.10 RECYCLED PRODUCTS:

(42 U.S.C. 6962; 40 CFR Part 247; 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 CFR Part 247.

Signature Kurt Nagy  
Title Champion Brand Manager  
Company Name Champion Bus, Inc.  
Date 8/24/18

## **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 up to the recipient.

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

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(To be submitted with each bid or offer exceeding \$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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

MFG  
The Bidder, Champion Bus, Inc., 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.

Kurt Nagy MFG Signature of Bidder's Authorized Official  
Kurt Nagy, Champion Brand MFG Name and Title of Bidder's Authorized Official  
2/24/18 Date MFG

## 2.10 RECYCLED PRODUCTS:

(42 U.S.C. 6962; 40 CFR Part 247; 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. Part 247.

Signature \_\_\_\_\_

Title \_\_\_\_\_

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

Date \_\_\_\_\_

**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 60 percent domestic content. Certification requirement for procurement of buses, other rolling stock and associated equipment:

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

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

Date 8/24/08

Signature Kurt Nagy

Company Name Champion Bus, Inc.

Title Champion Brand Manager

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

## 2.7 **BUS TESTING PROVISION**

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

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

### **CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Bidder/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: 8/24/98  
Signature: Kent Nagy  
Company Name: Champion Bus, Inc.  
Title: Champion Brand Manager

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

## **APPENDIX E**

### **MAINEDOT TERMS AND CONDITIONS**

- **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 MaineDOT's Fleet Representative**

The Vendor shall promptly notify MaineDOT's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and MaineDOT's Fleet Representative shall promptly negotiate in

good faith to resolve the dispute. MaineDOT's Fleet Representative will promptly issue a decision.

**Review by Director**

If the Vendor desires a review of MaineDOT's Fleet Representative's decision, then the Vendor shall promptly request in writing that MaineDOT'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.

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

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

## **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 taking price and delivery into consideration.**

**The following abbreviations must be used:**

<b>X</b>	<b>Standard or as specified</b>
<b>N/A</b>	<b>Not Available</b>
<b>DI</b>	<b>Dealer Installed</b>
<b>AE</b>	<b>Approved Equal</b>

	<b>2.0 DIMENSIONS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>2.1</b>	Wheelbase- 205 minimum	X	237"	
<b>2.2</b>	Overall Height - 128" maximum excluding A/C	X	120"	

2.3	Overall Length - 396" maximum	A/E	405"	410 with help bumpers
2.4	Interior Length - 277" minimum, from behind driver to rear wall	X	276"	
2.5	Exterior Width - 96" maximum excluding mirrors	X	95"	
2.6	Interior Width - 90" minimum (at the floor line)	X	90"	
2.7	Interior Height @ Center aisle - 76" minimum	A/E	75"	
2.8	Entrance Door (Clear Opening) - 40" width, 75" height	A/E	40"	37" Between Hand Rail
2.9	First Step - 11.5" maximum ground to first step	X		
2.10	Step Tread Depth - 9" minimum	X		
2.11	Step Riser Height - 9" maximum, step width 40" minimum	A/E	10.5"	
2.12	GVWR - 19,500 lbs. minimum	X	19,500 lbs	
2.13	Knee Room - 28" minimum, hip to knee	X		
<b>3.0 CHASSIS</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
3.1	Chassis shall be a current model year, dual rear wheel commercial truck chassis. Vehicle must meet current Federal and State emission standards.	X		
<b>4.0 POWER PLANT</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
4.1	Engine shall be a Gas V8 or V10 with spin-on throw away type oil filter and a disposable dry air cleaner.	X	V10	
4.2	Engine compartment shall be insulated from the passenger compartment to absolutely	X		

	minimize coach interior noise level, heat and fumes. Engine compartment shall be insulated to reduce interior noise to below 78 decibels.			
4.3	Engine shall be equipped with engine oil cooler and an OEM engine block heater.	X		
4.4	Transmission shall be an electronic 5-speed with overdrive, and shall be removable without disturbing engine drive. An auxiliary transmission oil cooler shall be installed in front of the radiator as an OEM option (Heavy Duty Service Package).	X		
	<b>5.0 COOLING SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
5.1	Cooling system shall incorporate an overflow tank as well as radiator fan equipped with viscous fan clutch. System shall be protected to -35 degree Fahrenheit, utilizing extended life coolant. Antifreeze coolant strength shall be checked and labeled on the coolant reservoir.	X		
5.2	All coolant lines are to be secured and protected from sharp edges, by running a large heater hose over existing heater hoses for protection.	X		
	<b>6.0 FUEL SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
6.1	Fuel tank shall be a minimum (40) gallon capacity, internally baffled to prevent surging. Tank shall be mounted inside frame rails.	X		
	<b>7.0 EXHAUST SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
7.1	There shall be an OEM heat shield installed on the fuel tank.	X		
7.2	Exhaust tail pipe shall extend to the rear, street side/left of the vehicle beyond body side panel and shall be constructed using	X		



	exhaust tubing with a tapered cut on bottom side of pipe. Exhaust hangers shall be spaced 30" on center and 10 inches from the tip this is in reference to the bus manufacturer modified exhaust.			
	<b>8.0 FRONT AXLE</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>8.1</b>	Heaviest axle available with gas pressurized shock absorbers.	X		
<b>8.2</b>	Front suspension shall be equipped with anti-sway bar.	X		
	<b>9.0 REAR AXLE AND FINAL DRIVE</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>9.1</b>	Rear axle capacity shall be supplied by manufacturer and matched to vehicle chassis specifications previously described at 205" wheelbase and 19,500 minimum GVWR).	X	237"	
<b>9.2</b>	A Mor/Ryde or approved equal, suspension system shall be installed that improves ride quality, and reduced road shock.	X		
<b>9.3</b>	Rear axle ratio shall be determined by the manufacturer and based on type of service, geographical area, and additional economic factors recommended. (Preferred ratio 4.88)	X	4.88	w/Limited Slip
<b>9.4</b>	Rear heavy duty gas pressurized shock absorbers.	X		
	<b>10.0 PROPELLER SHAFT/DRIVE LINE</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>10.1</b>	Drive shaft shall be heavy duty type with needle bearing universal joints, or equivalent.	X		
<b>10.2</b>	Drive shaft guards shall be installed to prevent it from striking floor of 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).			
	<b>11.0 STEERING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
11.1	Power Steering is required.	X		
11.2	Steering mechanism shall be self-centering requiring little or no effort to bring 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 vehicle packet.	X		
	<b>12.0 BRAKES</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
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, offer as option.	X		
12.4	Braking system shall be adequate for the GVWR of the bid vehicle.	X		
	<b>13.0 WHEELS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
13.1	Vehicle shall be equipped with six (6) heavy, OEM ventilated pressed steel wheels, 19.5" diameter and 6" width, single front and dual rear. All wheels to be interchangeable. All wheels to be painted white.	X		

	<b>14.0 TIRES</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>14.1</b>	225/70/19.5 Load Range E minimum. Total of six (6) all season radial tires with mud and snow designation. All tires and wheels to be spin balanced and aligned. A spare tire shall be provided that matches all other vehicle tires and shall be mounted on wheel, balanced and painted to match other wheels and shipped loose in bus.	X		
<b>14.2</b>	Lead wheel weights will not be accepted. Steel weights or less toxic wheel weight alternatives shall be supplied.	X		
	<b>15.0 BUMPERS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>15.1</b>	Vehicle shall be provided with manufacturer's standard front bumper with rear energy absorption type bumper, Romeo Rim Energy Absorbing Bumper System or approved equal.	X		
<b>15.2</b>	Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be transmitted directly to chassis frame.	X		
<b>15.3</b>	Rear bumper shall incorporate anti-ride device to prevent standing on rear bumper and shall be integral to bus body.	X		
<b>15.4</b>	Rear bumper safety sensor systems, OEM installed sensor if available from the chassis manufacturer.	X		
	<b>16.0 ELECTRICAL SYSTEMS AND COMPONENTS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>16.1</b>	The electrical system shall comply with all applicable FMVSS and shall conform also 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	X		

	vehicle.			
<b>16.2</b>	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		
<b>16.3</b>	One (1) 200 AMP alternator minimum. Alternator must be sufficient to operate all electrical equipment on vehicle including lift without drain in battery.	X		240 amp 6.8L 377 amp Dual 6.7L
<b>16.4</b>	Dual (2) batteries (GLASS MAT) with a combined capacity of no less than 1300 CCA. Primary and secondary battery shall be at 750 CCA and both be located in fully enclosed stainless steel battery compartment with stainless steel slide out tray both batteries shall be matching manufacture and CCA. A battery compartment located adjacent to the passenger's entrance door battery compartment shall be stainless steel, or painted with acid resistant paint. All battery connections require battery anti-corrosion treatment.	X		
<b>16.5</b>	Electrical switch panel shall be console/dash mounted and within easy reach of driver. It shall include all switches which will include: passenger compartment lighting, air conditioning, and heating both dash and rear factory installed equipment and wheelchair safety interlock ETC. All switches shall be back lit for night operation, professionally labeled switches, controls or gauges are not to be installed above the driver's head or above the OEM Dash.	X		
<b>16.6</b>	A warning light and audible buzzer indicating rear door ajar condition	X		

	shall be located in switch panel or dash.			
<b>16.7</b>	Wiring to be routed in a split open-type loom and secured to the body or frame with straps in order to prevent snagging and chafing. Plastic sleeves shall protect wires that penetrate steel member. 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.	X		
<b>16.8</b>	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. Circuit breakers shall be manual resettable type and designed specifically for each circuit. All body circuit panels shall have an accurate ledger, professionally labeled and installed on circuit panel door.	X		
<b>16.9</b>	A master electrical component compartment located in a weather protected compartment with access from the interior of the bus shall be provided.	X		
<b>16.10</b>	All switches provided by bus body manufacturer shall be transit grade rocker type, identifiable with universal symbols indicating function, and shall be LED back-lit. Decals or any other "stick-on" type labels will be rejected.	X		
<b>16.11</b>	Heavy duty 12-volt horn shall be provided and installed so it is protected from wheel wash. A back-up alarm shall be provided.	X		
<b>16.12</b>	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. Schematic may be	X		

	contained on CD or conventional paper manual.			
	<b>17.0 INSTRUMENT AND CONTROLS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>17.1</b>	Following gauges and/or controls are to be provided;	X		
	a. Ignition Key Switch	X		
	b. Speedometer with Recording Odometer	X		
	c. Tachometer (If Optional)	X		
	d. Voltmeter	X		
	e. Oil Pressure Gauge and Warning Lamp	X		
	f. Fuel Tank Level Gauge; Low Fuel Warning Light	X		
	g. Engine Temperature Gauge	X		
	h. Headlight High Beam Indicator	X		
	i. Parking Brake "on" Indicator Light	X		
	j. Directional Signal and Flasher Action Light	X		
	k. Check Fuel Cap	X		
	l. Fasten Safety Belt Warning Light	X		
<b>17.2</b>	All instruments to be grouped on a single panel in full view of driver.	X		
<b>17.3</b>	Visual/audible warning system (apart from gauges already listed) shall be supplied to alert driver of an operational failure.	X		
<b>17.4</b>	The following controls, in addition to normal steering, braking and transmission functions are to be provided:	X		
	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 Exterior light 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. Body master disconnect switch, on positive side of system, readily accessible and manually operated by driver	X		
	<b>18.0 BODY CONSTRUCTION</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>18.1</b>	Body Structure: Vehicle shall be built as an integral unit and adequately reinforced at all joints and corners where stress concentration may occur; body shall be built to adequately carry required loads and withstand road shock. Documentation is required that vehicle meets FMVSS 220 Roll Over Certification. Such certification must be provided with bid submission. Written documentation should be included in bid package that the vehicle being bid has been certified and in compliance with the required standard(s).	X		
<b>18.2</b>	Body structure must incorporate an integrally welded steel body framing for the floor, end caps, sidewalls, and roof.	X		
<b>18.3</b>	Floor framing description, method of assembly, steel cross sections, and gauge of steel must all be included in full description submitted as indicated at end of Section 18.	X		
<b>18.4</b>	Tubular wall structures shall be jig-welded, with impact rails incorporated into the walls at floor and seat area.	X		
<b>18.5</b>	Roof structure shall be same jig-welded construction. Complete description, including size of tubing, metal gauge submitted with total body construction detail. Roof structure must conform to appropriate FMVSS. An illustration of the framing construction must be submitted.	X		
<b>18.6</b>	Body steel cage frame which would consist of floor, side walls, roof, from front to rear, and will be welded together resulting in a one-piece body frame structure. No other method of assembly will be acceptable.	X		

18.7	Zinc coating or equal shall be applied to all steel structural members including all components listed in 18.6, when assembly has been completed.	A/E		Approved with A/E
18.8	Vehicle body shall be bolted to frame structure as recommended by chassis manufacturer.	X		
18.9	Sidewalls and roof shall be insulated with high density polyurethane foam insulation. <b>Specify R value.</b>	X		
18.10	All securing and fastening hardware (nuts, bolts, clips, clamps) shall be stainless steel, zinc or cadmium plated phosphate coated to aid in corrosion prevention.	X		
18.11	Exterior side walls shall be smooth side sheets with no exposed fasteners. <b>Specify exterior wall material.</b>	X		
18.12	Wheelhouses are to be constructed and reinforced to prevent deflection with ample clearance provided for tires under a load and operating on both smooth and rough terrain.	X		
18.13	A clear paint protection film shall be installed on the front corner of body of the passenger's side, ahead of passenger's entry door and on driver side behind the driver's door to protect from high volume of stone and road debris for damaging body panels.	X		
18.14	Removable splash aprons (Mud Flaps) shall be installed at each wheel opening and must extend beyond the outer surface of the tires and not to interfere with any repairs and/or replacement.	X		
18.15	Vehicle, entire under body frame, shall be undercoated and applied at the time of manufacture. Description of undercoating type and make will be included with full bus	X		



	body description provided by bidding vendor.			
18.16	All exterior metal trim shall be stainless steel, polished aluminum or chrome plated.	X		
18.17	Gutters shall be installed the full body length of vehicle and over all windows and doors in such a way that water is diverted to the rear of the vehicle.	X		
<b>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 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.</b>				
	<b>19.0 DOORS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
19.1	Doors of the bid vehicle shall include: Driver's door, entrance door, accessible entrance door, and rear emergency door.	X		
19.2	Driver's Door shall be chassis manufacturer's standard door. An external step shall be provided for driver's ease and convenience in accessing vehicle. If OEM chassis manufacturer does not offer a built-in step as part of the chassis construction, an additional step, minimum of 7" of safe useable area must be provided. <b>The construction information of an added step, if necessary, should be submitted with bid.</b>	X		
19.3	Passenger's entrance door shall be a two leaf, electrically operated, driver controlled door. Size, make, and model of the motor used shall be included with bid, and shall meet the minimum measurements outlined under Sec. 2.0 Dimensions, and listed here. Door glass panes should be 1/8" thick, tinted with AS-2 rated tempered safety glass. Door framing (door trim) shall be stainless steel frame and be located directly adjacent to the driver's seat. This	X		

	<p>specification refers to the doorway framing and not the door panels. Door entrance shall have a clear opening of a minimum of 40" width and a minimum door height of 75". Doors must be installed in such way no 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. A hinged door must be supplied to access the door mechanism.</p> <p><b>Specifications of door and framing must be submitted with the bid.</b></p>			
19.4	<p>Stepwell Assembly shall be constructed of 12-gauge stainless steel. Stepwell shall meet the dimensions as outlined in Section 2.0. Steps shall be fully recessed, enclosed and protected from weather. Steps shall be covered with non-skid textured (or ribbed) treads with yellow step nosing. Treads should be fully secured to step to prevent lifting. Step well to be heated to prevent ice buildup with the installation of step heater(s) installed directly under step tread in the first two steps from the bottom. Warm Welcome acceptable or an approved equal. ADA required hand rails left and right will be installed in entry and shall be stainless steel.</p>	X		
19.5	<p>Rear Emergency Door: A key locking rear emergency door measuring a minimum 32" wide and 54" in height and be key locking from the exterior. A door ajar warning light and buzzer located in driver's area door shall be provided with upper and lower door glass. In addition, windows in rear body panels one on each side of the door. These windows shall be a minimum of 7" in width and 24" high and matching in height, the door glass. Emergency exits shall be labeled on the interior of the vehicle. Door framing shall be constructed using stainless steel this refers to the framing of the doorway and not the door. Door to be constructed of 14-</p>	X		

	gauge steel framing and outer skin consistent with the body construction. Full length piano hinge shall be provided as well as high density foam insulation, a rubber gasket, all around to seal the door from water seepage. A gas pressurized strut rod is required to hold the door open when in use shall be provided. <b>Specifications of door and framing must be submitted with the bid.</b>			
19.6	Lift Access Door: A key locking lift access door(s) shall be located behind the rear axle. Door shall measure minimum of 57" in height and a clear opening width that will accommodate the lift being offered in bid. Door framing shall be constructed using stainless steel. A gas pressurized strut rod is required to hold the door open when in use shall be provided. <b>Specifications of door and framing must be submitted with the bid.</b>	X		
19.7	All Door-way framing (Trim) shall be stainless steel. As in the previous door specifications, this refers to the door framing trim and not the door(s). Door(s) to be constructed with outer skin consistent with the body construction. Full length piano hinge shall be provided and door shall be insulated with high density foam; rubber gasket used to seal door against water seepage.	X		
19.8	Roof Hatch: One (1) roof hatch/ventilator shall be installed in location determined by manufacturer not to interfere with roof mounted air conditioning unit. Hatch to be Specialty, Tran spec or an approved equal. A red small LED light shall be installed at the emergency exit.	X		
<b>20.0 WINDSHIELD AND WINDOWS</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
20.1	Windshield to be OEM standard and shall 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's side window to be OEM standard roll down type.	X		
20.4	Passenger windows shall be transit type and not a single sliding school bus type and shall comply with all applicable FMVSS. Windows shall have an opening capability for ensured ventilation with an upper "T" sliding design. Windows shall be safety glass with an AS-3 marking, dark tinted to a maximum of 31% light transmission.	X		
20.5	Emergency push out windows shall comply in quantity with FMVSS217 and clearly labeled with visible operating instructions. A red small LED light shall be installed above each emergency push out window and any emergency exit.	X		
20.6	The transition panel located between the right front wheel and the entrance door shall have an AS-2 rated glass window for driver's view of the right side of vehicle and shall offer a minimum of 300 square inches of glass.	X		
<b>21.0 HEATERS</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
21.1	Front heater shall be OEM manufacturer's high output heater with defroster. Auxiliary heaters shall be a minimum of two (2) 65,000 BTU with insulated lines and a booster pump. Heater units shall be located under seat(s) in passenger compartment and not to interfere with ambulatory traffic. Total heat BTU shall be sufficient to heat vehicle size.	X		
21.2	Two (2) water shut-off valves shall be installed outside the vehicle under driver's seat and shall be ¼ turn gate valves, or ball	X		

	type valves.			
<b>21.3</b>	Heaters individually controlled with three position switches; high, low, off, and back-lite labeled front and rear. Switches shall be located in the switch panel in driver's area.	X		
	<b>22.0 AIR CONDITIONING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>22.1</b>	Dual air conditioning systems are required with separate compressors. A OEM dash air conditioning system shall be supplemented with a passenger air conditioning system of no less than 90,000 BTU, the BTU rating shall be recommended by manufacturer for service area and climate in Maine. Both systems shall be separately controlled by switches in the driver's area and should offer a minimum of two speed fan control. Temperature shall be controlled by infinite position rotary control. Passenger's air conditioning shall be a dual fan/condenser and shall be roof mounted.	X		
<b>22.2</b>	Return and drain hoses from evaporator shall be routed internally of the vehicles rear wall.	X		
<b>22.3</b>	Product literature detailing manufacturer's specification for both types of systems must be provided with the proposal and should support the BTU capacity for the system selected.	X		
	<b>23.0 INTERIOR LIGHTING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>23.1</b>	Interior lighting shall include a driver's compartment dome light instrument panel lights, switch panel back-lighting, six (6) minimum recessed or low profile mounted lights, in passenger compartment, and two (2) hooded 2 foot-candles of illumination measured stepwell lights that automatically illuminate when passenger door is opened. Interior lighting shall consist of LED lights.	X		

23.2	All egress locations shall be designated and identified with a small red LED light illuminated when vehicle is in operation.	X		
	<b>24.0 EXTERIOR LIGHTING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
24.1	All exterior lights shall meet State, Federal and MaineDOT requirements. All applicable exterior lights, i.e. Lift Access door, entrance must be in compliance with the ADA requirements and be LED type. (Headlights Exempt)	A/E	Chassis Directional Lights	Approved in A/E
24.2	Single rectangular halogen headlamps of sealed beam type are required with high and low beam controlled by turn signal lever. Daytime running lights shall be provided if available from 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 shall be of LED type.	X		
24.5	All lights (marker, turn signals, taillights, clearance etc.) shall be flush or low profile mounted.	X		
24.6	Two (2) back up lights shall be provided with a center brake light that operates in conjunction with corner brake lights.	X		
24.7	Two (2) flush or low floor mounted two foot-candles of illumination measured LED lights shall be installed at the ambulatory entrance door illuminate the landing area and shall be activated automatically upon opening entrance door.	X		
24.8	A license plate bracket with light shall be provided on rear of vehicle and a front license plate bracket for the front.	X		

	25.0 FLOOR CONSTRUCTION/COVERING	Abbreviation	Actual Dimension	Notes
25.1	5/8" minimum thickness marine grade plywood sub floor or approved equal all edges sealed to prevent entry of moisture. Subfloor shall be Screwed and glued to frame members. Transit grade non-skid flooring shall be used over sub floor material aisle. Flooring shall be cemented with waterproof adhesive to the plywood and have welded seams to create a one piece covering. No floor carpeting will be accepted. Flooring shall be "cove" mounted up side walls a minimum of 5". Any deviation from this installation will be unacceptable.	X		
	26.0 INTERIOR	Abbreviation	Actual Dimension	Notes
26.1	Interior shall provide an aesthetically pleasing atmosphere. School bus type interior is not acceptable. <b>Specify all Interior Material.</b>	X		
26.2	Walls shall be finished in a durable material coordinated with the vehicle's color scheme, white or light gray.	X		
26.3	Headliner shall also be OEM compatible with vehicle's colors and shall be cloth covered insulated for absorption of interior noise.	X		
26.4	Headliner shall also be compatible with vehicle's colors and shall be covered with a padded vinyl fabric for absorption of interior noise.	X		
26.5	Side and rear walls and roof shall be insulated with description of insulation materials, with r-factor of 6 and installation process being part of the body details.	X		
26.6	Fuel tank access panel shall be installed in floor.	X		

26.7	Stanchions shall be installed that are constructed of 1 ¼" seamless stainless steel. Vertical stanchions, with modesty panels to be located at top left of step well and behind the driver. All modesty panels shall be padded and matching vinyl covered. A clear plexiglass partition shall be installed above the modesty panel behind the driver.	X		
26.8	All stanchions to be secured to solid structure framing and not simply attached to ceiling or wall panels with sheet metal screws.	X		
	<b>27.0 SEATING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
27.1	Driver's seat shall be Chassis OEM seat with a Chassis OEM adjustable power base, fully padded, shock absorbing seat of heavy duty fire resistant construction, equipped with retractable lap and shoulder safety restraint; upholstery shall be standard OEM material. Standard arm rest adjustable fore and aft, recline, and lumbar support. All seat mechanism must be covered and not exposed.	A/E		Approved A/E Standard Ford OEM Driver Seat Grey Cloth
27.2	<p>Passenger Seats shall be fully contoured 2pt mid-high, Freedman or approved equal. Seats shall have individual backs and bottoms cushions with level 4 upholstery. The first row of seating will be designated by a sign as priority seating. Two (2) foldaway two point seats in the rear rows with the same level 4 upholstery. Each passenger seating style will be determined by the end user, all seat costs shall be included in the seating options 38.0.</p> <p>Passenger seat layout See floor layout Attachment #1.</p>	X		
27.3	A minimum of 28" hip to knee space including those seats mounted behind the	X		



	modesty panel. See Appendix 1 Floor plan #2 for alternative hip to knee spacing of 34".			
27.4	Seat belt extensions shall be provided for each individual seat on each vehicle. Length of extensions to be longest available per seat configuration.	X		
27.5	Grab handle shall be installed on aisle seats, at the top of aisle seat. And two continuous ceiling mounted assist rail on each side of the passenger's area aisle.	X		
27.6	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, independent of the seat. Belts must not be able to fall to the floor. All USR and release buckles must not be rigid design that will cause injury to the passengers. <b>Description of the USR and release buckle must be provided with bid.</b>	X		
	<b>28.0 SAFETY EQUIPMENT</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
28.1	Each vehicle will be equipped with the following:	X		
	a. Triangle Reflector Flare Kit	X		
	b. 5# Rechargeable ABC Type Fire Extinguisher with holder	X		
	c. 24 piece First Aid Kit w/CPR mouthpiece	X		
	d. Back Up Alarm	X		
	e. Seat Belt Cutter	X		
	f. Evac-Aid evacuation blanket or Approved Equal	X		
	g. Body Fluid Clean Up Kit	X		
	h. Wheel chocks and holders	X		
	i. Securement and location of safety equipment (with the exception of the back-up alarm) shall be in secure and accessible location to the driver.	X		

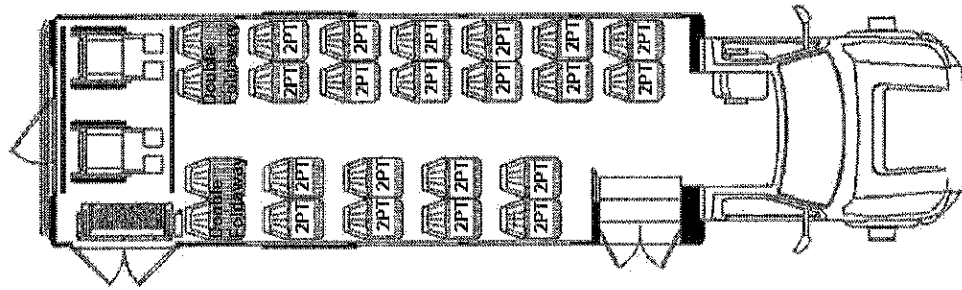
	<b>29.0 MIRROR</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>29.1</b>	Exterior rear view mirrors shall be 7"x10" dual glass (one convex lens), heated, remote left and right. A four-way adjustable Interior rear view mirror installed above the center windshield shall be convex for driver's view of bus interior.	X		
	<b>30.0 MUD FLAPS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>30.1</b>	Mud flaps shall be installed behind front and rear wheels, flaps shall be positioned in such manner that they or outside the tire envelope to prevent road debris hitting body panels. Bracing may be required to prevent mud flap from sailing.	X		
	<b>31.0 EXTERIOR, PAINT, GRAPHICS, LETTERING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>31.1</b>	Buses shall be white unless an agency desires a solid exterior color. (Reference to Section # 37 General Options Pricing)	X		
	<b>32.0 RUSTPROOFING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>32.1</b>	Manufacturer's full rust proofing package: When a vehicle is rust proofed in accordance with this standard, rustproof and/or bidder shall furnish written warranty stating the period of time the rust proofing will protect vehicle (maximum warranty period offered by manufacturer is required). Warranty shall include a detailed outline of all warranty limitations. Defective material and workmanship shall be replaced or repaired by the rustproof manufacturer at no Charge in accordance with the warranty. No materials from the rustproof process shall restrict any vents or air conditioning drainage tube. Inspection to insure a clear drain will be done at factory and before delivery.	X		

	<b>33.0 BODY/CHASSIS WARRANTY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
	Manufacturer will provide a minimum standard warranty coverage on parts and labor, warranty to cover all components and parts on the bus body. Chassis will be warranted under OEM standard warranties. Bus body manufacturer shall provide a minimum standard warranty coverage.	X		
	<b>34.0 MISCELLANEOUS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>34.1</b>	OEM AM/FM/CD digital radio shall be provided. Radio shall include clock as part of the radio and not a separate item. There shall be a minimum of four (4) speakers to be installed in passenger compartment.	A/E		AM/FM MP3 CLOCK MP3 APPROVED A/E
<b>34.2</b>	Key locking storage area with hinged cover installed overhead of driver in the header area. <b>(No Glued Hinges)</b>	X		
<b>34.3</b>	12-volt cell phone power charging outlet	X		
<b>34.4</b>	Driver side adjustable sun visor	X		
	<b>35.0 WHEELCHAIR SECUREMENT AREA - RESTRAINTS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>35.1</b>	Wheelchair securement positions shall be both located in rear of vehicle. Area must have a clear floor area of 30" x 48" (ADA requirement 28.23.d.2) per securement.	X		
<b>35.2</b>	Wheelchair Restraint(s) shall be Q-Straint QRT-360 Series type or approved equal and shall secure wheelchair in a forward-facing position. Wheelchair occupant belt shall be provided as well as a retractable shoulder belt in compliance with ADA. Under seat mounted restraint holder (TDSS) shall be provided for belt storage when not in use.	X		
<b>35.3</b>	Floor restraint system must be manufactured by the same company manufacturing the securement system and	X		

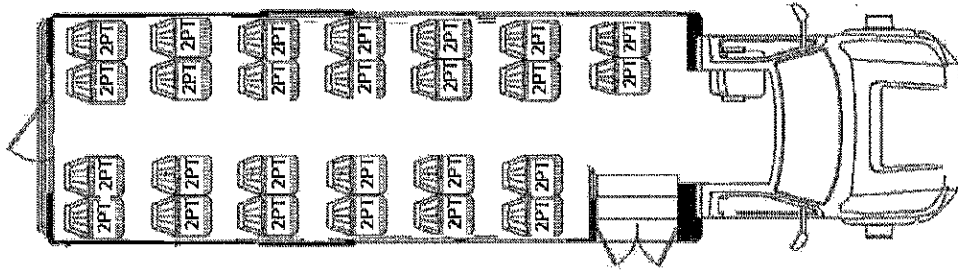
	should be flush mounted. Q-Straint QRT 360 Series should be appropriate for use with a "Slide and Click" or approved equal type.			
	<b>36.0 WHEELCHAIR LIFT</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>36.1</b>	1000 lbs. (Braun Century 2) or an approved equal Commercial wheelchair lift shall be in compliance with USDOT Rules and Regulations 49CFR, Part 38, ADA, 1990.covering platform. Further it shall comply with NHTSA Rule 403/404.	X		
<b>36.2</b>	Lift shall be inter-locked with the vehicle transmission ensuring that the vehicle cannot be moved when the lift is not in a stow position, ADA38.23.b.2.	X		
<b>36.3</b>	Lift platform shall be illuminated by LED lights mounted on the lift itself as well as two exterior lights located below window level which are shielded to protect the eyes of passengers while entering or leaving the lift area, ADA 38.31.	X		
<b>36.4</b>	A light on the dash shall be provided to indicate door is open. An interior light should activate when the door(s) are open to illuminate the wheelchair area from above the lift.	X		
<b>ADA REQUIRMENTS SHALL SUPERCEDE ALL SPECIFICATIONS NOTED HERE.</b>				
<b>36.5</b>	Hand held 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		
<b>36.6</b>	Manual back-up system provided to ensure operation of lift in case of electrical failure. System shall be reliable and allow manual raising and lowering the lift while occupied.	X		

	Back-up system shall fold and unfold platform. Pump shall be integrated with hydraulic power pack system so that no hydraulic lines or fittings are required for fluid transfer.			
36.7	Platform shall be steel construction with a see-through grating allowing improved visibility and safer use. Platform shall have a minimum usable wheelchair passage width of 33" and a minimum usable length of 52" requiring a 57" vertical clear door opening. Sides of platform shall be a minimum of 2.5" high.	X		
36.8	Platform shall be automatically folded and unfolded and fully automatic operation. Platform shall allow both inboard and outboard facing of wheelchair and mobility aid users.	X		
36.9	Outer barrier shall be mechanically activated and must be in vertical position prior to platform movement. The Inner and Outer barrier shall be sole outboard retention device and shall 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 and a minimum of 8" in length and include handrail restraint. They shall withstand a 100lb. force in any direction without permanent deformation.	X		
36.10	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		
	<b>37.0 GENERAL OPTIONS PRICING</b>	<b>Price</b>	<b>Notes</b>	

»	Contact name, title and telephone number for parts and service. Warranty service and warranty parts form included in bid package MUST be complete and returned in order for bid to be determined responsive.	X	
»	Literature/Brochure/Specifications shall be provided for Wheelchair Securement System, Wheelchair Lift, Air Conditioning, Heaters, Seating, Under seat retractors and release buckle, Interior and Exterior wall material, and Bus body door specifications.	X	
»	Manuals to be provided with vehicle shall include a Parts Manual, Service Manual and an "As Built" Wiring Schematic. One set of manuals per agency and one for MDOT for the initial purchase. Manuals may be provided in conventional paper manual or CD.	X	
»	Recommended service and maintenance schedule for chassis, body and components.	X	
»	Warranty Descriptions on Chassis, Body and all Sub-Components	X	
»	Extended Warranty Descriptions on Chassis, Body and all Sub-Components	X	
	<b>39.0 TRAINING</b>	<b>Abbreviation</b>	<b>Notes</b>
<b>39.1</b>	Vehicle operators 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 of the Body, chassis, and low floor units (if appropriate) and shall be conducted for appropriate staff members and at their facility.	X	



**Floor Plan #1**



**Floor Plan #2**

	The following equipment is to be bid as option with prices. List is not limited to, but should include, all items so marked throughout the specifications:		
The following seat options shall reflect the cost difference between the seats specified in 27.2.			
37.1	Seating Options: Priced per seat not per double seat.		Freedman
»	Integrated 3pt seat	\$367.20	
»	Integrated 3pt seat with CRS 225 hook and tether	\$403.20	
»	Integrated 3pt child restraint seat	\$483.00	
»	3pt foldaway seat	\$591.60	
37.2	Exterior Bid as Option Pricing:		
»	One Contrast Stripe	\$650.00	
»	Two Contrast Stripes	\$950.00	
»	Solid Color Exterior Paint	\$5,500.00	
»	Lettering (Per Letter)	\$18.00	
»	Fleet Number	\$18.00	Per Number
»	Additional studded snow tire and wheel mounted in compliance to Section 13.1 (priced each)	950.00d/ea. Studded snow tire not available. Providing Goodyear G622 225/70R-19.5 G range Traction	GoodYear
37.3	Two-way radio pre-wire: Pre-wire shall consist of roof ground antenna with pull wire, 10ga. Power and ground wire, and 14ga activation wire routed to center of dash area with extra wire to allow placement options.	\$120.00	
37.4	DVR interior surveillance camera system with a minimum three (3) year Warranty. REI, Pro Vision, or approved equal. Provide pricing for each of the following options.		REI
»	Two Camera System	\$2,243.00	
»	Three Camera System	\$2,414.00	
»	Four Camera System	\$2,585.00	



	SD Card interior surveillance camera system with a minimum three (3) year Warranty. REI, Pro Vision, or approved equal. Provide pricing for each of the following options.		REI
»	Two Camera System	\$1,737.00	
»	Three Camera System	\$2,008.00	
»	Four Camera System	\$2,157.00	
»	Backup camera integrated in the rear-view mirror.	\$550.00	Rosco
»	Backup camera with separate monitor.	\$475.00	
37.5	PA system with hand held microphone, Internal & External speakers, must have switches to control interior speakers and exterior speakers individually and all speakers together.	\$531.60	With OEM Ford radio must use seprated system can not tie into OEM radio for PA
37.6	Vehicle battery jump start connection (i.e. Anderson 350 or approved equal) readily accessible in the front near the engine grill.	\$175.00	
37.7	Destination Signage, Mobilite	\$4,687.20	
37.8	Fare Box Diamond NV with Two Vaults	\$1,533.60	
37.9	Fare Box Diamond SV with Two Vaults	\$1,969.20	
37.10	ADA fixed route vehicle requirements including but not limited to, pull cords or buttons, touch tape in the wheel chair areas, an overhead stop request sign with auditory stop indication.	\$716.40	2 Push buttons for ADA positions
37.11	Chassis Manufacturer's Extended Warranty	See Attached Ford ESP	
37.12	Body Manufacture Extended Warranty	\$1,663.00	3 Year/36,000 \$100.00 Deductable
37.13	Bike Rack, two position front mounted stainless steel, Sport Works.	\$2,508.00	
37.14	Overhead Luggage racks with reading lights	\$1915.00	
37.15	Automatic Tire Chains	\$3,384.00	

37.16	Removable Curbside Exterior XL Snow board rack and Two XL ski racks. MDOT will work with successful bidder with the rack design and mounting.		\$250.00 per ski or board Min 4
37.17	Diesel Engine	\$8,000.00	
	<b>38.0 BID SUBMISSION REQUIREMENTS</b>	<b>Abbreviation</b>	<b>Notes</b>
38.1	The following is a checklist required for this bid to assist in assuring that the bid is complete. This information is in addition to and all documentation found within the specifications.	X	
»	Theoretical Weight Analysis Worksheet is required for all vehicles and supplied with vehicle final paper work.	X	
»	Altoona Test on BID VEHICLE	X	
»	Complete informational document on chassis, body construction, and body materials.	X	
»	A fully dimensioned floor plan portraying the arrangement of seats, wheelchair positions, passenger assists, wheelchair lift, modesty panels and doorways.	X	
»	A weight analysis worksheet exhibiting individual wheel and axle weights. The weight analysis shall be applicable to the vehicle bid and shall exhibit compliance with weight limitations of the chassis manufacturer.	X	
»	Bus body electrical system description, IN ADDITION TO WIRING "AS BUILT SCHEMATIC"	X	
»	FMVSS Certifications	X	
»	Bus Body Manufacturer's Quality Assurance procedures "in plant"	X	
»	QVM certification from chassis manufacturer	X	
»	References of bidder's customers currently using same type of vehicle bid. Should include contact name, telephone and date of delivery.	X	



REV Bus Group  
Imlay City

**Nick Reno**

*Supervisor of Product Services*

**REV Bus Group – Imlay City**

**T** (810) 724-3986 ext. 415

**C** (810) 272-6598

### 2.3 VEHICLE PERFORMANCE AND WARRANTY DATA

The information provided on this form will be used in determining operating costs of the vehicle. Bid must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid. THIS FORM MUST BE REPRODUCED AND COMPLETED FOR EACH CATEGORY OF VEHICLES BID.

Twenty-Four Ambulatory Passengers and Two Wheelchairs and Twenty-Six  
1. VEHICLE CATEGORY: Ambulatory Passengers.

2. DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)

The warranty policy described in the "Warranty Program Outline" is intended to cover the reasonable cost of making repairs to your bus for parts that fail within the designated Warranty period. Once the Warranty Administrator has received your completed repair order and the old part(s), a claim will be filed accordingly, and upon receipt of a credit from the bus manufacturer, we will credit your account.

3. VEHICLE INFORMATION:

YEAR 2019 VEHICLE MAKE Ford Champion Defender

VEHICLE MODEL F-550

EPA MILEAGE RATING: CITY 5.39 HWY 9.79

4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED FOR BOTH CHASSIS AND BODY

## 5. BASIC VEHICLE WARRANTY DESCRIPTION

COMPONENT	MANUFACTURER	YEAR	MILES-CYCLES
<b>CHASSIS: (BUMPER/BUMPER)</b>	Ford	2019	36 months -36,000 miles
<b>TRANSMISSION:</b>	Ford	2019	5 Yr - 60,000 miles
<b>ENGINE:</b>	Ford	2019	5 Yr - 60,000 miles
<b>ENGINE COMPONENTS:</b>	Ford	2019	5 Yr - 60,000 miles
<b>CORROSION:</b>	Ford	2019	5 Yr
<b>ROADSIDE ASSISTANCE / TOWING:</b>	Ford	2019	5 Yr - 60,000 miles
<b>SAFETY RESTRAINT SYSTEM:</b>	Ford	2019	5 Yr - 60,000 miles
<b>ALTERNATORS:</b>	Ford	2019	3 Yr - 36,000 miles
<b>EMISSIONS:</b>	Ford	2019	8 Yr - 80,000 miles
<b>BUS BODY:(BASIC BODY)</b>			
<b>STRUCTURE</b>	Champion	2019	5 Yr - 75,000 miles
<b>CORROSION</b>	Champion	2019	3 Yr - 75,000 miles
<b>PAINT</b>	Champion	2019	1 Year
<b>SUSPENSION SYSTEMS:</b>	MOR/RIDE	2019	1 Yr - Parts & Labor 3 Yr - 70,000 miles Parts Only
<b>LIFTS:</b>	Braun	2019	3 Yr
<b>LIFT COMPONENTS:</b>	Braun	2019	3 Yr
<b>DOORS:</b>	A&M	2019	1 Yr

COMPONENT	MANUFACTURER	YEAR	MILES-CYCLES
<b>ELECTRICAL SYSTEM:</b>	Precision Works	2019	Parts & Labor - 1 Yr - 12,000 miles Parts Only - 2 Yr - 24,000
<b>SEATS:</b>	Freeman	2019	
<b>COVERS &amp; UPHOLSTERY - LEVEL</b>	Level 4	2019	2 Yr
<b>FRAME</b>	Freeman	2019	5 Yr
<b>FOAM</b>	Freeman	2019	5 Yr
<b>AIR CONDITIONING:</b>	ACC - Valeo	2019	3 Yr - 75,000 miles 2 Yr
<b>HEATERS:</b>	Pro Air	2019	2 yr
<b>WEBASTO HEATERS:</b>	Webasto	2019	2 Yr
<b>AUDIO EQUIPMENT:</b>	Ford OEM	2019	3 Yr - 36,000 miles
<b>VISUAL EQUIPMENT:</b>	REI	2019	3 Yr
<b>RESTRAINT SYSTEM:</b>	Q-Straint 360	2019	3 Yr
<b>UNDER COATING:</b>			
<b>SIGNAGE:</b>	Twin Vision Mobilite	2019	1 Yr

<b>LIGHTING:</b>	Sound Off		5 Yr
<b>WINDOWS/GLASS:</b>	Hehr		1 Yr.

**NAME/LOCATION OF REPAIR FACILITY(S) (BOTH AUTHORIZED**

**WARRANTY,PARTS &**

**SERVICE PER REQUESTED LOCATION).** These facilities must be located within a 75-mile radius

of the vehicle location:

**A. VEHICLE CHASSIS**

VEHICLE LOCATION: WMTS - RTP

WARRANTY AND SERVICE FACILITY: Prime Ford - Saco

ADDRESS: 857 Portland Road, Saco, ME

CONTACT NAME: Jessica Drost

TELEPHONE: 207-282-0300

VEHICLE PARTS PROVIDER: Prime Ford

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**B. VEHICLE BODY & COMPONENT**

VEHICLE LOCATION: WMTS & RTP

WARRANTY AND SERVICE FACILITY: W.C. Cressey & Son\_\_

ADDRESS: 2 Commerce Drive, Kennebunk, ME

CONTACT NAME: Brian Cressey

TELEPHONE: 207-985-6111

VEHICLE PARTS PROVIDER: Alliance Bus Group, Inc.

ADDRESS: 13 Rebel Road, Hudson, NH 03051

CONTACT NAME: Theresa Belinsky

TELEPHONE:603-886-0880

**C. VEHICLE AIR CONDITION**

VEHICLE LOCATION: WMTS & RTP

WARRANTY AND SERVICE FACILITY: Ray Truck Service

ADDRESS: 305 Bradley Street, Saco, ME

CONTACT NAME \_\_\_\_\_ TELEPHONE: 207-282-0059

VEHICLE PARTS PROVIDER: Alliance Bus Group, Inc.

ADDRESS: 13 Rebel Road, Hudson, NH 03051

CONTACT NAME: \_\_\_\_\_ TELEPHONE: 603-886-0880

**D. VEHICLE WHEEL CHAIR LIFT OR RAMP**

VEHICLE LOCATION: W.C. Cressey & Son - RTP & WMTS

WARRANTY AND SERVICE FACILITY: W.C. Cressey & Son

ADDRESS: 2 Commerce Drive, Kennebunk, ME

CONTACT NAME: Brian Cressey TELEPHONE: 207-985-6111

VEHICLE PARTS PROVIDER: Brian Cressey

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**E. VEHICLE CAMERA SYSTEM**

VEHICLE LOCATION: RTP & WMTS

WARRANTY AND SERVICE FACILITY: W.C. Cressey & Son

ADDRESS: 2 Commerce Drive, Kennebunk, ME

CONTACT NAME: Brian Cressey TELEPHONE: 207-985-6111

VEHICLE PARTS PROVIDER: REI through Cressey

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**F. VEHICLE SIGNAGE**



VEHICLE LOCATION: RTP & WMTS

WARRANTY AND SERVICE FACILITY: W.C. Cressey & Son

ADDRESS: 2 Commerce Drive, Kennebunk, ME

CONTACT NAME: Brian Cressey

TELEPHONE: 207-985-6111

VEHICLE PARTS PROVIDER: Twin Vision through Cressey

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE \_\_\_\_\_

**G. VEHICLE ENGINE**

VEHICLE LOCATION: RTP & WMTS

WARRANTY AND SERVICE FACILITY: Prime Ford, Saco

ADDRESS: 857 Portland Road, Saco, ME

CONTACT NAME: Jessica Prost

TELEPHONE: 207-282-0300

VEHICLE PARTS PROVIDER: Ford

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE \_\_\_\_\_

**H. VEHICLE TRANSMISSION**

VEHICLE LOCATION: RTP & WMTS

WARRANTY AND SERVICE FACILITY: Prime Ford, Saco

ADDRESS: See Above

CONTACT NAME \_\_\_\_\_

TELEPHONE \_\_\_\_\_

VEHICLE PARTS PROVIDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE \_\_\_\_\_

This form must be reproduced and completed for any additional vehicle warranty/facility information.



## Selected Equipment & Specs

### Dimensions

- \* Exterior length: 290.7"
- \* Exterior width: 80.0"
- \* Wheelbase: 205.0"
- \* Rear track: 74.0"
- \* Rear tire outside width: 93.9"
- \* Front legroom: 43.9"
- \* Front hiproom: 62.5"
- \* Passenger volume: 64.6cu.ft.
- \* Maximum cargo volume: 11.6cu.ft.
- \* Cab to axle: 120.0"
- \* Exterior height: 81.5"
- \* Front track: 74.8"
- \* Turning radius: 28.8'
- \* Min ground clearance: 8.3"
- \* Front headroom: 40.8"
- \* Front shoulder room: 66.7"
- \* Cargo volume: 11.6cu.ft.

### Powertrain

- \* Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection
- \* federal
- \* Rear-wheel drive
- \* Fuel Economy Cty: N/A
- \* Recommended fuel : diesel
- \* TorqShift 6 speed automatic transmission with overdrive
- \* Limited slip differential
- \* Fuel Economy Highway: N/A

### Suspension/Handling

- \* Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- \* Firm ride Suspension
- \* Front and rear 19.5 x 6 argent steel wheels
- \* Dual rear wheels
- \* Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- \* Hydraulic power-assist re-circulating ball Steering
- \* LT225/70SR19.5 GBSW AS front and rear tires

### Body Exterior

- \* 2 doors
- \* Turn signal indicator in mirrors
- \* Chrome bumpers
- \* Clearcoat paint
- \* 2 front tow hook(s)
- \* Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- \* Black door mirrors
- \* Trailer harness
- \* Front and rear 19.5 x 6 wheels

### Convenience

- \* Manual air conditioning with air filter
- \* Cruise control with steering wheel controls
- \* Driver and passenger 1-touch up
- \* Remote power door locks with 2 stage unlock and illuminated entry
- \* Manual telescopic steering wheel
- \* 911 Assist emergency SOS
- \* AppLink smart device integration
- \* Front cupholders
- \* Driver and passenger door bins
- \* Supplemental heater
- \* Power front windows
- \* Driver and passenger 1-touch down
- \* Manual tilt steering wheel
- \* Day-night rearview mirror
- \* Wireless phone connectivity
- \* 2 1st row LCD monitors
- \* Passenger visor mirror
- \* Upfitter switches

### Seats and Trim

- \* Seating capacity of 3
- \* 4-way driver seat adjustment
- \* 4-way passenger seat adjustment
- \* Cloth seat upholstery
- \* Front 40-20-40 split-bench seat
- \* Manual driver lumbar support
- \* Centre front armrest with storage

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Equipment & Specs (cont'd)

### Entertainment Features

- \* AM/FM stereo radio
- \* Steering wheel mounted radio controls
- \* Streaming audio
- \* SYNC external memory control
- \* 4 speakers
- \* Fixed antenna

### Lighting, Visibility and Instrumentation

- \* Halogen aero-composite headlights
- \* Fully automatic headlights
- \* Light tinted windows
- \* Tachometer
- \* Outside temperature display
- \* Trip odometer
- \* Delay-off headlights
- \* Variable intermittent front windshield wipers
- \* Front reading lights
- \* Compass
- \* Trip computer

### Safety and Security

- \* 4-wheel ABS brakes
- \* 4-wheel disc brakes
- \* Dual front impact airbag supplemental restraint system with passenger cancel
- \* Power remote door locks with 2 stage unlock and panic alarm
- \* MyKey restricted driving mode
- \* Brake assist
- \* Driveline traction control
- \* Remote activated perimeter/approach lighting
- \* Security system with SecuriLock immobilizer
- \* Manually adjustable front head restraints

### Dimensions

#### General Weights

Curb	7888 lbs.	GVWR	19500 lbs.
Payload	11760 lbs.		

#### Front Weights

Front GAWR	7000 lbs.	Front curb weight	4619 lbs.
Front axle capacity	7000 lbs.	Front spring rating	7000 lbs.
Front tire/wheel capacity	7500 lbs.		

#### Rear Weights

Rear GAWR	14706 lbs.	Rear curb weight	3269 lbs.
Rear axle capacity	14706 lbs.	Rear spring rating	15000 lbs.
Rear tire/wheel capacity	15000 lbs.		

#### Trailer Type

Harness	Yes	Trailer sway control	Yes
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#### General Trailering

5th-wheel towing capacity	23500 lbs.	Gooseneck towing capacity	23500 lbs.
Towing capacity	18100 lbs.	GCWR	32000 lbs.

#### Fuel Tank type

Capacity	40 gal.
----------	---------

#### Off Road

Min ground clearance	8 "
----------------------	-----

#### Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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#### Rear Frame

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Sutton Ford Lincoln, Inc.  
21315 Central Avenue, Matteson, Illinois, 604432893  
Office: 708-720-8000  
Fax: 708-425-4290

**2019 F-550 Chassis, SD Regular Cab**  
4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Equipment & Specs (cont'd)

Height loaded	29 "	Height unloaded	34 "
---------------	------	-----------------	------

### Powertrain

#### Engine Type

Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
Ignition	Compression	Injection	Diesel direct injection
Liters	6.7L	Orientation	Longitudinal
Recommended fuel	Diesel	Valves per cylinder	4
Valvetrain	OHV	Forced induction	Intercooled turbo

#### Engine Spec

Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"

#### Engine Power

Output	330 HP @ 2,600 RPM	Torque	750 ft.-lb @ 2,000 RPM
--------	--------------------	--------	------------------------

#### Alternator

Type	Dual	Amps	377
------	------	------	-----

#### Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual

#### Engine Extras

Block heater	Yes
--------------	-----

#### Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

#### Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

#### Transmission Torque Converter

Stall ratio	1.90
-------------	------

#### Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
------------------------	-----	--------------------------	-------------

#### Drive Type

Type	Rear-wheel
------	------------

#### Drive Feature

Limited slip differential	Mechanical	Traction control	Driveline
---------------------------	------------	------------------	-----------

#### Drive Axle

Ratio	4.88
-------	------

#### Exhaust

Material	Stainless steel	System type	Single
----------	-----------------	-------------	--------

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## Selected Equipment & Specs (cont'd)

### Emissions

CARB Federal

### Fuel Economy

Fuel type Diesel

### Engine Retarder

Type Yes

## Driveability

### Brakes

ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear

### Brake Assistance

Brake assist Yes

### Suspension Control

Ride Firm

### Front Suspension

Independence	Mono-beam non-independent	Anti-roll bar	Regular
--------------	---------------------------	---------------	---------

### Front Spring

Type	Coil	Grade	Regular
------	------	-------	---------

### Front Shocks

Type HD

### Rear Suspension

Independence	DANA 130 rigid axle	Type	Leaf
Anti-roll bar	Regular		

### Rear Spring

Type	Leaf	Grade	HD
------	------	-------	----

### Rear Shocks

Type HD

### Steering

Activation	Hydraulic power-assist	Type	Re-circulating ball
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### Steering Specs

# of wheels	2
-------------	---

## Exterior

### Front Wheels

Diameter	19.5"	Width	6.00"
----------	-------	-------	-------

### Rear Wheels

Diameter	19.5"	Width	6.00"
Dual	Yes		

### Spare Wheels

Wheel material	Steel
----------------	-------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Equipment & Specs (cont'd)

### Front and Rear Wheels

Appearance	Argent	Material	Steel
------------	--------	----------	-------

### Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		

### Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		

### Spare Tire

Mount	Frame mounted	Type	Full-size
-------	---------------	------	-----------

### Wheels

Front track	74.8"	Rear track	74.0"
Turning radius	28.8'	Wheelbase	205.0"
Rear tire outside width	93.9"		

### Body Features

Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
Front tow hook(s)	2		

### Body Doors

Door count	2
------------	---

### Exterior Dimensions

Length	290.7"	Body width	80.0"
Body height	81.5"	Cab to axle	120.0"
Axle to end of frame	47.2"	Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to front axle	38.3"	Cab to end of frame	167.2"
Front bumper to back of cab	123.7"		

## Safety

### Airbags

Driver front-impact	Yes	Passenger front-impact	Cancellable
---------------------	-----	------------------------	-------------

### Seatbelt

Height adjustable	Front
-------------------	-------

### Security

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

## Seating

### Passenger Capacity

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Equipment & Specs (cont'd)

Capacity	3		
<b>Front Seats</b>			
Split	40-20-40	Type	Split-bench
<b>Driver Seat</b>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual
<b>Passenger seat</b>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
<b>Front Head Restraint</b>			
Control	Manual	Type	Adjustable
<b>Front Armrest</b>			
Centre	Yes	Storage	Yes
<b>Front Seat Trim</b>			
Material	Cloth	Back material	Carpet
<b>Convenience</b>			
<b>AC And Heat Type</b>			
Air conditioning	Manual	Air filter	Yes
Supplemental heater	Yes		
<b>Audio System</b>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
<b>Audio Speakers</b>			
Speaker type	Regular	Speakers	4
<b>Audio Controls</b>			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
<b>Audio Antenna</b>			
Type	Fixed		
<b>LCD Monitors</b>			
1st row	2	Primary monitor size (inches)	4.2
<b>Cruise Control</b>			
Cruise control	With steering wheel controls		
<b>Convenience Features</b>			
Retained accessory power	Yes	12V DC power outlet	2
Emergency SOS	911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfitter switches	Yes
<b>Door Lock Activation</b>			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes		
<b>Instrumentation Type</b>			

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Sutton Ford Lincoln, Inc.  
21315 Central Avenue, Matteson, Illinois, 604432893  
Office: 708-720-8000  
Fax: 708-425-4290

**2019 F-550 Chassis, SD Regular Cab**  
4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Equipment & Specs (cont'd)

Display	Analog		
<b>Instrumentation Gauges</b>			
Tachometer	Yes	Engine temperature	Yes
Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
<b>Instrumentation Warnings</b>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		
<b>Instrumentation Displays</b>			
Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
<b>Instrumentation Feature</b>			
Trip computer	Yes	Trip odometer	Yes
<b>Steering Wheel Type</b>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<b>Front Side Windows</b>			
Window 1st row activation	Power		
<b>Window Features</b>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		
<b>Front Windshield</b>			
Wiper	Variable intermittent		
<b>Rear Windshield</b>			
Window	Fixed		
<b>Interior</b>			
<b>Passenger Visor</b>			
Mirror	Yes		
<b>Rear View Mirror</b>			
Day-night	Yes		
<b>Headliner</b>			
Coverage	Full	Material	Cloth
<b>Floor Trim</b>			
Coverage	Full	Covering	Vinyl/rubber
<b>Trim Feature</b>			
Gear shift knob	Urethane	Interior accents	Chrome
<b>Lighting</b>			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes

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**2019 F-550 Chassis, SD Regular Cab**  
4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Equipment & Specs (cont'd)

### *Storage*

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Illuminated	Yes	Instrument panel	Bin
Dashboard	Covered		

### *Legroom*

Front	43.9"
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### *Headroom*

Front	40.8"
-------	-------

### *Hip Room*

Front	62.5"
-------	-------

### *Shoulder Room*

Front	66.7"
-------	-------

### *Interior Volume*

Passenger volume	64.6 cu.ft.
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**2019 F-550 Chassis, SD Regular Cab**  
4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Options

Code	Description
<b>Base Vehicle</b>	
F5G	Base Vehicle Price (F5G)
<b>Packages</b>	
660A	Order Code 660A <i>Includes:</i> - Engine: 6.8L 3-Valve SOHC EFI NA V10 - Transmission: TorqShift 6-Speed Automatic (6R140) Includes SelectShift. - 4.88 Axle Ratio - GVWR: 18,000 lbs Payload Package - Tires: 225/70Rx19.5G BSW AS - Wheels: 19.5" Argent Painted Steel - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo Includes 4-speakers.
<b>Powertrain</b>	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility.</i> <i>Includes:</i> - Dual 76-AH 750 CCA Batteries
44W	Transmission: TorqShift 6-Speed Automatic (6R140). Includes SelectShift.
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>
<b>Wheels &amp; Tires</b>	
TFB	Tires: 225/70Rx19.5G BSW AS
64Z	Wheels: 19.5" Argent Painted Steel
512	Spare Tire, Wheel & Jack Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack
<b>Seats &amp; Seat Trim</b>	
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
<b>Other Options</b>	

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**2019 F-550 Chassis, SD Regular Cab**  
4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Options (cont'd)

Code	Description
PAINT	Monotone Paint Application
205WB	205" Wheelbase
96V	XL Value Package <i>Includes:</i> - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player <i>Includes 4 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> - XL Decor Group - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry
41H	Engine Block Heater
61J	6-Ton Hydraulic Jack
67B	Dual Extra Heavy-Duty Alternators (Total 377-Amps)
41A	Rapid-Heat Supplemental Cab Heater <i>Includes:</i> - Dual Extra Heavy-Duty Alternators (Total 377-Amps)
585	Radio: AM/FM Stereo/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>

## Fleet Options

525_	Steering Wheel-Mounted Cruise Control
942	Daytime Running Lamps (DRL) (LPO) Requires valid FIN code. <i>The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL). Includes on/off cluster controllable.</i>
556	Driver/Pass. Side Airbags/Curtains Delete (LPO) Requires valid FIN code.
17F	XL Decor Group

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**2019 F-550 Chassis, SD Regular Cab**  
4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Options (cont'd)

Code	Description
	<i>Includes:</i> - Chrome Front Bumper
<b>Emissions</b>	
425	50-State Emissions System
<b>Interior Colors</b>	
1S_02	Medium Earth Gray
<b>Primary Colors</b>	
Z1_01	Oxford White
<b>Upfit Options</b>	
S15	19.5X6 WHITE STL WHLS 019 F SD <i>Minimum Order Quantity: 5</i> <i>This option releases 19.5 x 6 inch white steel wheels for 2019, F450/550 Super Duty XL, Chassis cab.</i>

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## Selected Equipment & Specs

### Dimensions

- \* Exterior length: 290.7"
- \* Exterior width: 80.0"
- \* Wheelbase: 205.0"
- \* Rear track: 74.0"
- \* Rear tire outside width: 93.9"
- \* Front legroom: 43.9"
- \* Front hiproom: 62.5"
- \* Passenger volume: 64.6cu.ft.
- \* Maximum cargo volume: 11.6cu.ft.
- \* Cab to axle: 120.0"
- \* Exterior height: 81.5"
- \* Front track: 74.8"
- \* Turning radius: 28.8'
- \* Min ground clearance: 8.3"
- \* Front headroom: 40.8"
- \* Front shoulder room: 66.7"
- \* Cargo volume: 11.6cu.ft.

### Powertrain

- \* 288hp 6.8L SOHC 30 valve V-10 engine with SMPI
- \* federal
- \* Rear-wheel drive
- \* Fuel Economy Cty: N/A
- \* Recommended fuel : regular unleaded
- \* TorqShift 6 speed automatic transmission with overdrive
- \* Limited slip differential
- \* Fuel Economy Highway: N/A

### Suspension/Handling

- \* Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- \* Firm ride Suspension
- \* Front and rear 19.5 x 6 argent steel wheels
- \* Dual rear wheels
- \* Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- \* Hydraulic power-assist re-circulating ball Steering
- \* LT225/70SR19.5 GBSW AS front and rear tires

### Body Exterior

- \* 2 doors
- \* Turn signal indicator in mirrors
- \* Chrome bumpers
- \* Clearcoat paint
- \* 2 front tow hook(s)
- \* Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- \* Black door mirrors
- \* Trailer harness
- \* Front and rear 19.5 x 6 wheels

### Convenience

- \* Manual air conditioning with air filter
- \* Power front windows
- \* Driver and passenger 1-touch down
- \* Manual tilt steering wheel
- \* Day-night rearview mirror
- \* Wireless phone connectivity
- \* 2 1st row LCD monitors
- \* Passenger visor mirror
- \* Upfitter switches
- \* Cruise control with steering wheel controls
- \* Driver and passenger 1-touch up
- \* Remote power door locks with 2 stage unlock and illuminated entry
- \* Manual telescopic steering wheel
- \* 911 Assist emergency SOS
- \* AppLink smart device integration
- \* Front cupholders
- \* Driver and passenger door bins

### Seats and Trim

- \* Seating capacity of 3
- \* 4-way driver seat adjustment
- \* 4-way passenger seat adjustment
- \* Cloth seat upholstery
- \* Front 40-20-40 split-bench seat
- \* Manual driver lumbar support
- \* Centre front armrest with storage

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## Selected Equipment & Specs (cont'd)

### Entertainment Features

- \* AM/FM stereo radio
- \* Steering wheel mounted radio controls
- \* Streaming audio
- \* SYNC external memory control
- \* 4 speakers
- \* Fixed antenna

### Lighting, Visibility and Instrumentation

- \* Halogen aero-composite headlights
- \* Fully automatic headlights
- \* Light tinted windows
- \* Tachometer
- \* Compass
- \* Trip computer
- \* Delay-off headlights
- \* Variable intermittent front windshield wipers
- \* Front reading lights
- \* Oil pressure gauge
- \* Outside temperature display
- \* Trip odometer

### Safety and Security

- \* 4-wheel ABS brakes
- \* 4-wheel disc brakes
- \* Dual front impact airbag supplemental restraint system with passenger cancel
- \* Power remote door locks with 2 stage unlock and panic alarm
- \* MyKey restricted driving mode
- \* Brake assist
- \* Driveline traction control
- \* Remote activated perimeter/approach lighting
- \* Security system with SecuriLock immobilizer
- \* Manually adjustable front head restraints

### Dimensions

#### General Weights

Curb	7164 lbs.	GVWR	19500 lbs.
Payload	12510 lbs.		

#### Front Weights

Front GAWR	6500 lbs.	Front curb weight	4016 lbs.
Front axle capacity	7000 lbs.	Front spring rating	6500 lbs.
Front tire/wheel capacity	7500 lbs.		

#### Rear Weights

Rear GAWR	14706 lbs.	Rear curb weight	3148 lbs.
Rear axle capacity	14706 lbs.	Rear spring rating	15000 lbs.
Rear tire/wheel capacity	15000 lbs.		

#### Trailer Type

Harness	Yes	Trailer sway control	Yes
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#### General Trailering

5th-wheel towing capacity	20200 lbs.	Gooseneck towing capacity	20200 lbs.
Towing capacity	18100 lbs.	GCWR	28000 lbs.

#### Fuel Tank type

Capacity	40 gal.
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#### Off Road

Min ground clearance	8 "
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#### Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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#### Rear Frame

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**2019 F-550 Chassis, SD Regular Cab**  
4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Equipment & Specs (cont'd)

Height loaded 29 " Height unloaded 34 "

### Powertrain

#### Engine Type

Block material	Iron	Cylinders	V-10
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	6.8L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	3	Valvetrain	SOHC

#### Engine Spec

Bore	3.55"	Compression ratio	9.2:1
Displacement	415 cu.in.	Stroke	4.16"

#### Engine Power

Output	288 HP @ 4,000 RPM	Torque	424 ft.-lb @ 3,000 RPM
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#### Alternator

Type	HD	Amps	240
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#### Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	HD

#### Engine Extras

Block heater	Yes
--------------	-----

#### Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

#### Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

#### Transmission Torque Converter

Stall ratio	1.90
-------------	------

#### Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty		

#### Drive Type

Type	Rear-wheel
------	------------

#### Drive Feature

Limited slip differential	Mechanical	Traction control	Driveline
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#### Drive Axle

Ratio	4.88
-------	------

#### Exhaust

Material	Stainless steel	System type	Single
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## Selected Equipment & Specs (cont'd)

### Emissions

CARB

Federal

### Fuel Economy

Fuel type

Gasoline

### Driveability

#### Brakes

ABS

Type

4-wheel  
4-wheel disc

ABS channels  
Vented discs

3  
Front and rear

#### Brake Assistance

Brake assist

Yes

#### Suspension Control

Ride

Firm

#### Front Suspension

Independence

Mono-beam non-independent

Anti-roll bar

Regular

#### Front Spring

Type

Coil

Grade

Regular

#### Front Shocks

Type

HD

#### Rear Suspension

Independence

DANA 130 rigid axle

Type

Leaf

Anti-roll bar

Regular

#### Rear Spring

Type

Leaf

Grade

HD

#### Rear Shocks

Type

HD

#### Steering

Activation

Hydraulic power-assist

Type

Re-circulating ball

#### Steering Specs

# of wheels

2

### Exterior

#### Front Wheels

Diameter

19.5"

Width

6.00"

#### Rear Wheels

Diameter

19.5"

Width

6.00"

Dual

Yes

#### Spare Wheels

Wheel material

Steel

#### Front and Rear Wheels

Appearance

Argent

Material

Steel

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4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Equipment & Specs (cont'd)

### Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		

### Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		

### Spare Tire

Mount	Frame mounted	Type	Full-size
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### Wheels

Front track	74.8"	Rear track	74.0"
Turning radius	28.8'	Wheelbase	205.0"
Rear tire outside width	93.9"		

### Body Features

Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
Front tow hook(s)	2		

### Body Doors

Door count	2
------------	---

### Exterior Dimensions

Length	290.7"	Body width	80.0"
Body height	81.5"	Cab to axle	120.0"
Axle to end of frame	47.2"	Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	167.2"
Front bumper to back of cab	123.7"		

### Safety

#### Airbags

Driver front-impact	Yes	Passenger front-impact	Cancellable
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#### Seatbelt

Height adjustable	Front
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#### Security

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

### Seating

#### Passenger Capacity

Capacity	3
----------	---

#### Front Seats

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## Selected Equipment & Specs (cont'd)

Split	40-20-40	Type	Split-bench
<b>Driver Seat</b>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual
<b>Passenger seat</b>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
<b>Front Head Restraint</b>			
Control	Manual	Type	Adjustable
<b>Front Armrest</b>			
Centre	Yes	Storage	Yes
<b>Front Seat Trim</b>			
Material	Cloth	Back material	Carpet
<b>Convenience</b>			
<b>AC And Heat Type</b>			
Air conditioning	Manual	Air filter	Yes
<b>Audio System</b>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	External memory control	SYNC
<b>Audio Speakers</b>			
Speaker type	Regular	Speakers	4
<b>Audio Controls</b>			
Steering wheel controls	Yes	Voice activation	Yes
Streaming audio	Bluetooth yes		
<b>Audio Antenna</b>			
Type	Fixed		
<b>LCD Monitors</b>			
1st row	2	Primary monitor size (inches)	4.2
<b>Cruise Control</b>			
Cruise control	With steering wheel controls		
<b>Convenience Features</b>			
Retained accessory power	Yes	12V DC power outlet	2
Emergency SOS	911 Assist	Wireless phone connectivity	Bluetooth
Smart device integration	App link	Upfitter switches	Yes
<b>Door Lock Activation</b>			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes		
<b>Instrumentation Type</b>			
Display	Analog		
<b>Instrumentation Gauges</b>			
Tachometer	Yes	Oil pressure	Yes

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## Selected Equipment & Specs (cont'd)

Engine temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

### Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		

### Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes

### Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
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### Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

### Front Side Windows

Window 1st row activation	Power
---------------------------	-------

### Window Features

1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		

### Front Windshield

Wiper	Variable intermittent
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### Rear Windshield

Window	Fixed
--------	-------

## Interior

### Passenger Visor

Mirror	Yes
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### Rear View Mirror

Day-night	Yes
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### Headliner

Coverage	Full	Material	Cloth
----------	------	----------	-------

### Floor Trim

Coverage	Full	Covering	Vinyl/rubber
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### Trim Feature

Gear shift knob	Urethane	Interior accents	Chrome
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### Lighting

Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes

### Storage

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes

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4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Equipment & Specs (cont'd)

Illuminated Dashboard	Yes Covered	Instrument panel	Bin
<i>Legroom</i>			
Front	43.9"		
<i>Headroom</i>			
Front	40.8"		
<i>Hip Room</i>			
Front	62.5"		
<i>Shoulder Room</i>			
Front	66.7"		
<i>Interior Volume</i>			
Passenger volume	64.6 cu.ft.		

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**2019 F-550 Chassis, SD Regular Cab**  
4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Options

Code	Description
<b>Base Vehicle</b>	
F5G	Base Vehicle Price (F5G)
<b>Packages</b>	
660A	Order Code 660A <i>Includes:</i> - Engine: 6.8L 3-Valve SOHC EFI NA V10 - Transmission: TorqShift 6-Speed Automatic (6R140) <i>Includes SelectShift.</i> - 4.88 Axle Ratio - GVWR: 18,000 lbs Payload Package - Tires: 225/70Rx19.5G BSW AS - Wheels: 19.5" Argent Painted Steel - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Radio: AM/FM Stereo <i>Includes 4-speakers.</i>
<b>Powertrain</b>	
99Y	Engine: 6.8L 3-Valve SOHC EFI NA V10
44P	Transmission: TorqShift 6-Speed Automatic (6R140) <i>Includes SelectShift.</i>
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>
<b>Wheels &amp; Tires</b>	
TFB	Tires: 225/70Rx19.5G BSW AS
64Z	Wheels: 19.5" Argent Painted Steel
512	Spare Tire, Wheel & Jack Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack
<b>Seats &amp; Seat Trim</b>	
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>
<b>Other Options</b>	
PAINT	Monotone Paint Application
205WB	205" Wheelbase
96V	XL Value Package

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4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Options (cont'd)

Code	Description
	<i>Includes:</i> - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player <i>Includes 4 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> - XL Decor Group - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control
90L	<b>Power Equipment Group</b> <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry
41H	<b>Engine Block Heater</b>
61J	<b>6-Ton Hydraulic Jack</b>
585	<b>Radio: AM/FM Stereo/MP3 Player</b> <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>
<b>Fleet Options</b>	
525_	<b>Steering Wheel-Mounted Cruise Control</b>
942	<b>Daytime Running Lamps (DRL) (LPO)</b> <b>Requires valid FIN code.</b> <i>The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL). Includes on/off cluster controllable.</i>
556	<b>Driver/Pass. Side Airbags/Curtains Delete (LPO)</b> <b>Requires valid FIN code.</b>
17F	<b>XL Decor Group</b> <i>Includes:</i> - Chrome Front Bumper
<b>Emissions</b>	
425	<b>50-State Emissions System</b>
<b>Interior Colors</b>	
1S_02	<b>Medium Earth Gray</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Sutton Ford Lincoln, Inc.  
21315 Central Avenue, Matteson, Illinois, 604432893  
Office: 708-720-8000  
Fax: 708-425-4290

**2019 F-550 Chassis, SD Regular Cab**  
4x2 SD Regular Cab 205" WB DRW XL(F5G)  
Price Level: 925 Quote ID: ABG082018

## Selected Options (cont'd)

Code	Description
<b>Primary Colors</b>	
Z1_01	Oxford White
<b>Upfit Options</b>	
S15	19.5X6 WHITE STL WHLS 019 F SD <i>.Minimum Order Quantity: 5</i> <i>This option releases 19.5 x 6 inch white steel wheels for 2019, F450/550 Super Duty XL, Chassis cab.</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



# CHAMPION®

REV GROUP

## MANUFACTURER'S LIMITED WARRANTY

### FOR THE CHAMPION PRODUCT LINE

MANUFACTURED BY CHAMPION BUS, Inc.

Dear Champion Customer,

Welcome to your new Champion Bus. We thank you for your decision to purchase this world class product. This document outlines the warranty coverage offered with every new Champion vehicle.

For more information, or if you have questions regarding your coverage, please call Champion Customer Care at (844) 4-REV-BUS, or (844) 473-8287.

#### DEFINITIONS:

**Conversion Warranty** - This is the warranty provided by Champion for all additional components, body structure, and assembly of the finished Champion Product (the "Product") and is comprised of the following:

- **Champion Basic New Vehicle Limited Warranty** – the standard warranty covering the original Purchaser only within the terms outlined later in this document.
- **Champion Body Structure Limited Warranty** – the warranty covering the body structure of the conversion portion of the finished Product under the terms outlined later in this document. This warranty is offered to the original Purchaser only.
- **Champion Paint Limited Warranty** – the warranty covering the exterior paint on the finished Product. This coverage is applicable to the original retail Purchaser only and is prorated after thirty-six (36) months.

**Chassis Warranty** - This is the warranty provided by the chassis manufacturer (e.g. Ford, General Motors, Freightliner, or International).

**Third-Party Warranty(ies)** – These are warranties provided on specific systems or components installed on the Champion Product that remain warranted by the component supplier. For example, these items may include A/C units, wheelchair lifts, tires or seating systems where the supplier provides service and support directly to the end-user.

**Product** - All vehicles, parts and components manufactured by Champion Bus, Inc. d/b/a REV Bus Imlay City, a wholly owned subsidiary of REV Group, Inc.

**Purchaser** - The individual, group, company, or other legal entity that purchases, at retail, a new Champion Product as the end-user either from an authorized Champion Dealer, or directly from Champion.





**CHAMPION**®  
**REV GROUP**

**STANDARD WARRANTY TERMS:**

**1. Champion Warranty**

The Champion Basic New Vehicle Limited Warranty period runs for one (1) year from the original date of retail purchase by the Product's first Purchaser, or for twelve-thousand (12,000) odometer miles, whichever occurs first.

Champion provides additional coverage for those components defined under the Champion Body Structure Limited Warranty, and the Champion Paint Limited Warranty outlined herein for a period of five (5) years from the original date of retail purchase by the Product's first Purchaser, or one hundred thousand miles (100,000), whichever occurs first.

During these specified warranty periods, Champion agrees to provide coverage for parts and labor to perform repairs necessary subject to the items and limitations of this warranty agreement. Specific warranty details are described later in this document within the sections **"What is Covered by this Warranty"** and **"What is Not Covered by this Warranty"**.

**2. Chassis Warranty**

The Product's Chassis is covered exclusively by the warranty provided by the Original Equipment Manufacturer (OEM) (e.g. Ford, General Motors, Freightliner, International, etc.) and is not warranted by Champion. Please consult the warranty documents available from the chassis OEM.

If you have questions on warranty coverage between the Champion Warranty and Chassis Warranty, please contact Champion Customer Care at (844) 4-REV-BUS, or (844) 473-8287.

**3. Third-Party Warranty**

In many cases, components such as air conditioning units, wheelchair lifts, tires and other non-Champion components are installed during manufacturing and carry their own unique warranty coverage.

While Champion Customer Care will assist wherever possible, these individual components shall be warranted by the respective supplier per the terms and conditions of each respective warranty, and shall not be the responsibility of Champion. Under these circumstances, a supplier's warranty statement will be provided with each new Champion Product and will be available upon request.



# CHAMPION®

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## CHAMPION CONVERSION WARRANTY STATEMENT:

Champion warrants each new Product will be free of defects in materials and workmanship used during the conversion manufacturing process. Warranty coverage is provided based on ordinary use and service within the expressed time and mileage limits set forth herein. In the event your vehicle requires repairs, the following terms and conditions shall apply:

## WARRANTY TERMS AND CONDITIONS

The following Terms and Conditions apply to all Champion warranties described herein:

### 1. **Disclaimer of Warranty.**

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 2. **Limitation of Remedies.**

In no case shall Champion be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the bus body or any associated equipment, cost of capital, cost of any substitute bus body, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury.

In the event this provision is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Warranty, but this Warranty will be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein.

### 3. **Warranty Claim Procedure.**

The Purchaser must notify Champion Customer Care, or an authorized Champion Warranty Provider, of a potential Warranty Claim prior to the initiation of any warranty work. Within a reasonable time of receipt of the notification, Champion, or its authorized Warranty Provider, will provide the Purchaser with further instructions on how to proceed with such warranty claim.

Any notice of a warranty claim and all other warranty correspondence must be sent to Champion Warranty Department, 331 Graham Rd. Imlay City, MI 48444. Champion may designate new or additional addresses and will notify the Purchaser in the event of such change.

### 4. **Time Limit for Bringing Suit.**

Any action for breach of warranty must be commenced within twelve (12) months following delivery of the Product or within one (1) month following the first twelve thousand (12,000) miles, whichever comes first.



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5. **No Other Warranties.**

Unless modified in writing and signed by both parties' authorized representatives, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all the prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice issued pursuant to the sale of this bus body) relating to the subject matter of this agreement.

No employee of REV, Champion or any other party is authorized to make any warranty in addition to or in lieu of those made in this agreement.

6. **Warranty Registration.**

Warranty Registration is required to activate coverage on new Products. Upon receipt of a Champion Product, and within two weeks of delivery, Purchaser or Dealer is required to submit the final Product acceptance and warranty registration to Champion Customer Care, Attn: Product Services.

It is the obligation of the Purchaser to sign the customer acceptance card and return it to Champion Customer Care within the two weeks following retail purchase and delivery. The customer acceptance and warranty registration must be on file for any warranty claim to be considered.



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## CHAMPION BASIC NEW VEHICLE WARRANTY:

### 1. What is Covered by this Warranty.

Champion Basic New Vehicle Warranty provides coverage for the original Purchaser, beginning on the original date of purchase. Champion warrants that the Product, and all other original components manufactured by Champion, are free from defects in materials used and workmanship during the final conversion process.

If, within any of the applicable Champion warranty periods, a defect in material or workmanship is discovered, the Purchaser shall contact Champion Customer Care, or an authorized Champion Warranty Provider for inspection and warranty claim authorization before proceeding with repairs. In no event shall such notification be received later than one (1) month after the applicable warranty period or one month after the applicable mileage, whichever comes first.

Within a reasonable time of receipt of such notification, Champion will work to correct any covered defect in material or workmanship with either new or used replacement parts, at Champion's option. Such repair, including both parts and labor, is at Champion's expense.

### 2. What is Not Covered by this Warranty

Champion does not warrant the following:

- Any product, components or parts not manufactured by Champion, including but not limited to the chassis or any chassis part;
- Damage caused by use of the bus body for purposes other than those for which it was designed;
- Damage caused by accident or the negligence of the Purchaser or any third party;
- Damage caused by disasters such as fire, flood, wind, and lightning;
- Damage caused by the Purchaser's failure to provide normal preventive maintenance as customarily accepted in the industry or as set forth in maintenance guidelines;
- Filters, belts or other parts which are a part of normal maintenance replacement;
- Damage caused by unauthorized or improper installation of attachments, repairs, modifications or alterations;
- Damage caused by replacement of original parts or components with unauthorized substitutes;
- Damage during shipment;
- Any other abuse or misuse by the Purchaser or Operator;
- Towing, Rentals, Travel Expenses or Loss of Revenue;
- Damage caused by exposure to contaminants, corrosives, salt, chemicals, irradiation or environmental or atmospheric conditions; and
- Any and all claims relating to Tires. Such claims are solely the responsibility of the manufacturer.



## CHAMPION BODY STRUCTURE LIMITED WARRANTY:

Champion Body Structure Limited Warranty period runs for five (5) years from the original date of purchase by the Product's first Purchaser, or one hundred thousand (100,000) odometer miles, whichever occurs first. Champion warrants, to the original Purchaser only, the structural integrity of the conversion structure as outlined below. All claims made under the Body Structure Limited Warranty require prior written authorization from Champion Customer Care.

### **1. What is covered by this Warranty:**

"Body Structure" as defined for this warranty coverage is limited to structural components manufactured by Champion used to build the Product body only. This includes:

- Steel Cage
- Side Walls
- Roof Structure
- Front and Rear Roof Caps
- Subfloor Structure
- Modifications to OEM Chassis frame

### **2. What is Not Covered by this Warranty:**

This warranty does not provide coverage for the following structural components:

- Any product, components or parts not manufactured by Champion, including but not limited to the chassis or any chassis part;
  - Damage caused by use of the bus body for purposes other than those for which it was designed;
  - Damage caused by accident or the negligence of the Purchaser or any third party;
  - Damage caused by disasters such as fire, flood, wind, and lightning;
  - Damage caused by the Purchaser's failure to provide normal preventive maintenance as customarily accepted in the industry or as set forth in maintenance guidelines;
  - Damage caused by unauthorized or improper installation of attachments, repairs, modifications or alterations;
  - Damage caused by replacement of original parts or components with unauthorized substitutes;
  - Damage resulting from a lack of maintenance to caulking, seals, or cracking of fiberglass
  - Damage during shipment;
  - Any other abuse or misuse by the Purchaser or Operator;
  - Towing, Rentals, Travel Expenses or Loss of Revenue;
  - Damage caused by exposure to contaminants, corrosives, salt, chemicals, irradiation or environmental or atmospheric conditions; and
- Any and all claims relating to Tires. Such claims are solely the responsibility of the manufacturer.



# CHAMPION®

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## CHAMPION PAINT LIMITED WARRANTY:

### 1. What is Covered by this Warranty.

Champion warrants, to the original Purchaser only, that the exterior paint is free from defects in material and workmanship and further warrants that the bus body will remain free from paint defects throughout the duration of the Champion Paint Limited Warranty period.

The Champion Paint Limited Warranty period runs for five (5) years from the original date of retail purchase by the original Purchaser, or one hundred thousand (100,000) odometer miles, whichever occurs first. However, after the first three (3) years, or thirty-six thousand (36,000) odometer miles, the coverage will be prorated in accordance with the schedule below:

Time Period (both conditions must be true)	Coverage
≤36 months and ≤36,000 miles	100% materials and labor are covered
≤48 months and ≤70,000 miles	50% materials and 50% labor are covered
≤60 months and ≤100,000 miles	50% materials and 25% labor are covered

The Champion Paint Limited Warranty provided herein shall cover and extend to the following properties of the paint system:

- Loss of adhesion of the paint system resulting in rust.
- Cracking of the paint system.
- Loss of adhesion of any element of the paint system.

If Purchaser discovers a defect in material or workmanship within this warranty period, it must promptly notify Champion Customer Care in writing. In no event shall Champion be obligated to accept such notification unless it is received by Champion Customer Care not later than one month following the expiration of the warranty period.

Within a reasonable time after such notification, Champion will work to correct any defect in material or workmanship. Such repair, including both paint materials and labor, is at Champion's expense according to the schedule listed above.

All warranty work is subject to Champion's, or its agent's, prior examination and approval and will be performed by an authorized Champion service provider, or its agents at service centers designated by Champion, or its paint vendor.

All costs related to transportation to and from the designated service center will be at the Purchaser's sole expense and is not included as a cost of repair covered by this warranty. These remedies are the Purchaser's exclusive remedies for breach of warranty.



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## 2. What is Not Covered by This Warranty:

Champion does not warrant:

- The exterior finish on trim or any fiberglass components, including but not limited to hardware moldings, windows, mirrors, lights and other appointments and accessories;
- Any product finishes, component finishes or finishes of parts not manufactured by Champion, including the chassis;
- Damage caused by use of the bus body for purposes other than those for which it was designed;
- Damage caused by accident or the negligence of the Purchaser or any third party or by disasters such as fire, flood, wind, lightning, acid rain, and industrial fallout;
- Damage caused by the Purchaser's failure to provide normal preventive maintenance as customarily accepted in the industry or as set forth in maintenance guidelines;
- Damage caused by unauthorized or improper installation of attachments, repair, modifications or alterations;
- Damage caused by replacement of original parts or components with unauthorized substitutes;
- Damage during shipment;
- Damage caused by abrasion or external foreign objects;
- Decals, stickers, name plates, pin stripes, or damage caused by application or removal of the same;
- Damage resulting from dissimilar metal contact corrosion, or crevice corrosion;
- Abuse or misuse by the Purchaser or Operator; and
- Damage caused by exposure to contaminants, corrosives, salt, chemicals, irradiation or environmental or atmospheric conditions.
- Damage caused by adhesive decals, vinyl wraps, or other non-factory graphics installations.
- Towing, Rentals, Travel Expenses or Loss of Revenue;

## **WARRANTY COVERAGE OF MAJOR COMPONENTS**

*These service numbers are to be called **PRIOR** to completing warranty work on the product. CBI - (800) 776-4943 ext 562*

COMPONENT	Service Number	TIME	MILES
Basic Body	CBI	1 YR	12,000 *3
Structure	CBI	5 YR	75,000 *2
Corrosion	CBI	3 YR	75,000 *2
Paint	CBI	1 YR	UNLIMITED *2
<b>CHASSIS:</b>	Local Dealer		<b>OEM MANUFACTURER</b>
<b>TRANSMISSION:</b>	Local Dealer		<b>OEM MANUFACTURER</b>
<b>ELECTRICAL:</b>			
Precision Works – Electrical Center Board & A/C Panel	CBI	LABOR-1YR PARTS - 2YR	LABOR - 12,000 *3 PARTS - 24,000 *3
Intermotive	(530) 823-1048	2 yrs	UNLIMITED w/registration*3
Harris Battery <small>*Form can be emailed by Champion Warranty Dept</small>	(800) 367-7670	1 YR	UNLIMITED
<b>HEATING &amp; COOLING:</b>			
ACC Climate Control	(800) 462-6322	3YR 2 YR	75,000 *3 UNLIMITED
Trans Air	(800) 673-2446	2 YR	UNLIMITED *3 Except Installation is 1YR or 12,000 miles through ACC
Carrier Components Only	(717) 767-6531	2 YR	UNLIMITED *3 Except Installation is 1YR or 12,000 miles through ACC
American Cooling Technology (ACT)	(877) 228-4247	2 YR	UNLIMITED *3 Except Installation is 1YR or 12,000 miles through ACC
PRO AIR	CBI	2 YR	UNLIMITED *3 Except Installation is 1YR or 12,000 miles
WEBASTO HEATERS	(800) 432-8371	2 YR	UNLIMITED
ESPAR HEATERS - Airtronic	(800) 387-4800	2 YR	2,000 hours *3
THERMA-TECH	CBI	1 YR	UNLIMITED *1 Except Installation is 1YR or 12,000 miles



<b>SEATS:</b>			
<b>1) FREEDMAN SEATING:</b>			
• Covers & Upholstery – Level 1 & 2	CBI	1 YR	UNLIMITED *2
• Covers & Upholstery – Level 3-6	CBI	2 YR	UNLIMITED *2
• Frame (Excluding recliner mechanism)	CBI	5 YR	UNLIMITED *2
• Foam	CBI	5 YR	UNLIMITED *2
<b>DOORS:</b>			
A&M Systems Door Motor	CBI	1 YR	UNLIMITED *2
Bode	CBI	1 YR	UNLIMITED *1
Challenger Doors	CBI	2 YR	UNLIMITED *3
<b>AUDIO &amp; VISUAL EQUIPMENT</b>			
REI – Radio Engineering, Inc.	(877) 726-4617	1 YR	UNLIMITED *1
<b>SUSPENSION SYSTEMS:</b>			
GRANNING	CBI	1 YR	24,000 *3
MOR/RIDE	CBI	1 YR 3 YR	LABOR 70 MILES PARTS *3
DALLAS-SMITH	CBI	3 YR	36,000 *2 COMPONENTS ONLY
<b>ALTERNATORS:</b>			
LEECE-NEVILLE	(866) 288-9853	1 YR	100,000 *2
PENNTX	(877) 590-7366	18 MO	75,000 *2
K.E.I.	(318) 765.6855	3 YR	100,000 *2
<b>LIFTS:</b>			
BRAUN	(800) 843-5438	3 YR	UNLIMITED
RICON	(800) 322-2884	1 YR 5YR	UNLIMITED UNLIMITED
**PARTS & LABOR ***POWERTRAIN PARTS – ONLY			
MAXON	(800) 227-4116	3 YR	18,000 Lift/Lower Cycles
<b>LIGHTS:</b>			
SOUNDOFF SIGNAL	CBI	1 YR	12,000 *1
• LED	(800) 338-7337	5 YR	UNLIMITED *1
TRUCKLITE	(800) 562-5012		CONTACT TRUCKLITE *1
OPTRONICS	CBI	1 YR	12,000
• LED		LIFETIME	UNLIMITED *2,4

\*1 – Part Replacement/Repair by factory

\*2 – Repair and Replace, Parts & Labor

\*3 – Repair, Replace and Troubleshooting

\*4 – .3 Hrs of Labor plus U.S. Ground Freight, Factory Installed Part Only

# STATE OF MAINE

## GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

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.