

City of Waukesha
Contract to Purchase Paratransit Vans

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and the following Contractor:

Contractor Name: A & J Vans, Inc.
Authorized Representative of Contractor: Travis Pfile
Contractor Address: 333 Washington St, Valders, WI 54245
Contractor Telephone: 920.775.9333
Contractor Email: travisp@aandjvans.com

Recitals

The City published a Request for Proposals, referred to as the RFP, for the purchase of paratransit vans. The RFP contained a specific scope of work to be incorporated into the successful Contractor's contract.

The Contractor submitted a proposal in response to the RFP, and was selected by the City to be awarded the contract for the Project.

The Contractor is willing to provide the equipment and perform the services according to the requirements stated in the RFP and the Contractor's responsive Proposal, and to accept the award of the contract for the Project.

Now, therefore, the City and the Contractor agree and contract as follows:

- 1. Scope of Work.** The Contractor shall perform the following Work, according to the terms and conditions of this Contract:

General Provisions

The Contractor shall supply one to six vehicles and other related equipment and services as described in this agreement and meets the requirements of Appendix A. For each bus order, the Contractor has supply the City a Build Spec that includes technical specification and a list of components of the vehicle(s) as presented in Appendix B. The Build Spec in Appendix B shall serve as the base vehicle for this agreement. Modifications to the base vehicle can be made to future orders over the term of the agreement upon mutual written agreement of the City and the Contractor. The City will issue a purchase order for each vehicle order.

The vehicle must comply with Federal Motor Vehicle Safety Standards and state standards listed in TRANS 301 of the Wisconsin Administrative Code. Secondary manufacturer shall affix a sticker certifying compliance in accordance with FMVSS rules. Contractor will incorporate in its vehicle the latest technological advancements in the art of manufacturing to achieve maximum service life and superior appearance.

All materials used in the construction of vehicles shall conform to ASTM, SAE, or similar association published standards. Manufactures standards that exceed any of the specification requirements shall be construed as acceptable. All materials and parts shall remain heavy duty-first quality to the maximum available and never downgraded to a lesser quality to meet the minimum needs of these specification requirements.

The body shall be built with suitable and easily accessible compartments provided for all apparatus, sound-deadening insulation wherever needed, and all operating devices so mounted as to reduce and keep all noises and vibrations to an absolute minimum, inside and outside the vehicle.

The Contractor will allow a resident inspector to be on-site during vehicle modification if the Transit Commission wishes to be on-site.

The Contractor shall furnish the recipients with an estimated delivery schedule within 30 calendar days from date of order.

The Contractor must be a motor vehicle dealer licensed to sell the vehicles throughout the life of this agreement as the vehicles will be titled in the State of Wisconsin.

All accessible vehicles sought in this agreement and all items specified under this part shall at a minimum meet requirements of C.F.R. Part 38 Subpart B - Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles; <https://www.govinfo.gov/content/pkg/CFR-2017-title49-vol1/xml/CFR-2017-title49-vol1-part38.xml>.

Delivery and Acceptance

Vehicles are to be delivered to the Waukesha Transit Commission headquarters at 2311 Badger Drive, Waukesha, WI 53188. Delivery of vehicles must occur on weekdays from 8 am – 4 pm Central time.

Each vehicle shall be delivered in new condition, ready for operation, and the vendor shall assume all responsibility and liability incident to said delivery.

Transit Commission staff shall have authority to inspect all materials, equipment and workmanship and shall have the authority to reject all materials, equipment and workmanship that does not conform to the specifications or that is defective.

A vehicle shall be considered delivered and accepted when it has been determined that the vehicle meets or exceeds all contract specifications. A vehicle which does not meet specifications or is found to have flaws or damage will not be accepted, and it shall be the responsibility of the proposer/manufacture to put the vehicle into acceptable condition. Recipient will notify the dealer/manufacture of non-acceptance.

Acceptance of delivery or placement in operation of any vehicle shall not release the proposer/manufacture from liability for and repair or replacement of faulty design, workmanship or materials appearing even after final payment has been made.

Warranty

The entire OEM vehicle (bumper to bumper) shall be warranted for a minimum of three (3) years or 36,000 miles. The power train warranty (chassis, engine, and transmission) shall be for a minimum 5 years or 60,000 miles.

The entire vehicle shall be warranted to be free of corrosion for five years or 100,000 miles. (This requirement does not apply to superficial corrosion to undercarriage components.)

Non-OEM Component Warranties

The following non-OEM components, if provided, shall be warranted to be free from defects as follows:

- Alternator/Voltage Regulator - three (3) years or 50,000 miles
- Exterior LED Lights - five (5) years or 100,000 miles
- HVAC System – three (3) years or 50,000 miles
- Wheelchair Lift - five (5) years or 15,000 cycles for the following power train parts: cable, cylinder, flow control, gear box, motor, pump, hydraulic hose and fitting, parts and labor; three (3) years or 10,000 cycles for remaining components, parts and labor; five (5) years or 100,000 miles for corrosion.
- Wheelchair Ramp - three years or 36,000 miles, parts and labor; five years or 100,000 miles for corrosion.

All other equipment furnished under this contract shall be warranted for a minimum period of one (1) year, regardless of mileage. This guarantee shall include defective materials and workmanship.

Where accessories are to be supplied, they must be compatible with the rest of the product warranties.

All warranty work must be performed within ten (10) calendar days after the contractor or his designated dealer receives the vehicle. If the contractor fails to abide by the terms and conditions as set forth in this clause, the Transit Commission may have all necessary warranty work performed by a local service facility or have its staff perform the work and charged back to the contractor.

2. **Term.** The term of this Contract shall be for five years commencing from the date of execution.
3. **Cooperation by City.** The City shall cooperate with Contractor in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
4. **Invoices.** The price per vehicle ordered shall to be a fixed price at \$65,000.00 for 180 days from execution. No commissions will be paid. Upon the expiration of the fixed price period, the price will be indexed according to the U.S. Bureau of Labor Statistics Department Producers Price Index for Van Bodies (WPU14130141) on an annual basis for up to five (5) years. Further adjustments to the price of the vehicle may be made due to modifications of the vehicle or vehicle components agreed upon by both parties in writing over the life of this agreement. The Contractor shall invoice the City the cost of the vehicle(s) as detailed in the purchase order issued for each vehicle purchase.

Payments shall be made within 30 days after vehicle delivery and acceptance. Payments shall be made to the following address:

Waukesha Metro Transit
Attention: Kari Bloedow, Finance Director
2311 Badger Drive
Waukesha, WI 53188-5932

5. **Permits and Licenses.** Contractor shall be responsible, at Contractor's expense, for obtaining all permits and licenses required for the performance of the Work.
6. **Insurance.** Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during Contractor's performance of its obligations under this Contract. Contractor shall require all subcontractors to maintain equal insurance. Policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement making the City and Waukesha County, and their respective officers, officials and employees, additional insureds. Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Umbrella, \$5,000,000.
 - d. Worker compensation, statutory requirements.
7. **Indemnification.** Contractor shall indemnify and hold the City and the City's officers, officials, and employees harmless from any and all damages, causes of action, judgments, obligations and all other liabilities caused by

the Contractor's negligent acts or omissions in the performance of its obligations under this contract, including court costs and reasonable attorney fees.

8. **Integration.** This Contract constitutes the agreement of the parties formed by the City's RFP and the Contractor's responsive proposal; however, in the event of any conflict between the RFP, Contractor's proposal, and this Contract, this Contract shall control. Reference may be made to the RFP and Contractor's proposal only for interpretation in the event of an ambiguity in this Contract. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.
9. **Relationship of Parties.** The City and the Contractor are independent contractors, and this Contract shall not be construed to create a partnership, joint venture or any other relationship creating vicarious liability or authority for either party to bind the other to contract.
10. **Financial Assistance Contract.** Contractor shall comply with all terms and conditions required of third-party contractors by current contracts between the City, the Federal Transit Administration, and the Wisconsin Department of Transportation, as shown in Appendix C, which is incorporated into this Contract.
11. **Termination.** The City may terminate this Contract before its termination date in accordance with the Federal Termination Clauses in Appendix C in this Contract without cause by giving written notice to A & J Vans, Inc. at any time.
12. **Assignment Prohibited.** This Contract, and the Contractor's responsibility to perform the Work under this Contract, may not be assigned by the Contractor without the City's written consent, which shall not be unreasonably withheld, conditioned or delayed.
13. **Notices.** Notices to the Contractor shall be mailed to the address shown in the preamble to this Contract. Notices to the City shall be mailed or personally delivered to the attention of Brian Engelking, Transit Manager, Waukesha Transit Commission, 2311 Badger Drive, Waukesha, Wisconsin 53188.
14. **Audit and Inspection of Records.** The Contractor shall permit an authorized representative of the City to inspect and audit all data and records of the Contractor relating to its performance under this Agreement. The right of audit and inspections shall extend to authorized representatives of the U.S. Department of Transportation, the Wisconsin Department of Transportation, and the Comptroller General of the United States. The right to audit and inspect records shall extend until the expiration of three (3) years after the final payment under this agreement.

The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that the City, the Wisconsin Department of Transportation, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontracts, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontractor.

The periods of access and examination described above, for records which relate to appeals, litigation of the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

15. **Corporate Authorization.** The person executing this Contract on behalf of the Contractor represents and warrants that he or she is duly authorized to do so, and that this Contract is a binding obligation of the Contractor.
16. **Costs of Enforcement.** The parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching party will pay the non-breaching party's costs incurred in such

legal action, including actual attorney fees. If judgment is taken against the breaching party, then such actual costs of enforcement will be added to the non-breaching party's judgment.

- 17. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the parties to this Contract.
- 18. **Severability.** If any term of this Contract is unenforceable under law for any reason, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it shall be so severed, and the remainder of this Contract shall remain in effect and enforceable.
- 19. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the Circuit Court for Waukesha County, Wisconsin. The parties consent to personal jurisdiction in Wisconsin, and waive all jurisdictional defenses.

A & J Vans, Inc.

Print name: _____
Title: _____
Date: _____

Print name: _____
Title: _____
Date: _____

City of Waukesha

Shawn N. Reilly, Mayor
Date: _____

Attest: Gina L. Kozlik, City Clerk
Date: _____

**APPENDIX A
PARATRANSIT VAN
TECHINCAL SPECIFICATION**

Configuration: 6 Ambulatory, 1 Wheelchair, 1 Driver

0.0 STATE AND FEDERAL MEASUREMENT AND COMPONENT STANDARDS

Requirement guides

Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 requirements

[WI Trans 301](#)

[36 CFR Part 1192](#)

[36 CRF 1192 Subpart B](#)

[SAE J2249](#)

[CFR 49 Part 571](#)

[Federal ADA - FTA Page](#)

[CFR 49 Part 393](#)

Welding Standards

Welding procedures used throughout the vehicle including materials, methods and personnel will be in accordance with ASTM and American Welding Society Standards.

[ASTM](#)

[American Welding Society](#)

Bus testing

The Transit vehicle must have been tested at the Altoona Bus Testing Center and pass all performance standards.

[FTA Bus Testing Page](#)

[49 CFR 665](#)

DIMENSIONS

Vehicle must at least meet the minimum measurement requirements below.

	<i>Requirement</i>	<i>Specification of Requirement</i>	
1.1	GVWR	12,000 pounds	Maximum
1.2	Wheelbase	147 inches	Minimum
1.3	Length	235.5 inches	Minimum
1.4	Width	97 inches	Minimum

1.5	Ground Clearance	5 inches	Minimum
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2.0 POWER TRAIN

Must meet Federal EPA 50 State Emissions Levels. Must be low emissions vehicle compliant. If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

<i>Requirement</i>	<i>Specification of Requirement</i>
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2.1	Engine Type	V6	
2.2	Engine Size	3.6 liter	Minimum
2.3	Fuel	Gas	
2.4	Horsepower	275 hp	Minimum
2.5	Transmission	Automatic	
2.6	Transmission	6 speed	Minimum
2.7	Wheel drive	RWD	
2.8	Engine Block Heater and Cord		
2.9	Engine Cooling Protection	Maximum available, protected up to -30 degrees F	

3.0 CHASSIS

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

<i>Requirement</i>	<i>Specification of Requirement</i>
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3.1	Alternator	150 amp	Minimum
3.2	Anti-Lock Breaks		
3.3	Battery	760 CCA	Minimum
3.4	Breaks	Should be the heaviest-duty 4 wheel disc break system available for stop and go operation.	
3.5	Bumpers	Vehicle shall be equipped with front and rear bumpers properly attached to the vehicle to be effective in the event of an accident.	
3.6	Exhaust	Stainless Steel The exhaust system which includes the exhaust manifolds, joining gaskets, piping leading from the exhaust manifold, muffler, catalytic converter, and tail pipe may not enter the vehicle at any location The exhaust system pipes shall be of nonflexible tubing	

The exhaust system pipes shall extend to but not beyond the rear limit of the pumper or to the body limits.

The complete exhaust system shall be tightly connected and free from leaks and shall be properly insulated from the electrical wirings or combustible part of the vehicle

3.7 Fuel Tank Capacity 24 gallons Minimum

3.8 Fuel Tank and Lines Fuel systems and tanks shall be maintained free of leaks

All fuel lines shall be fastened in a manner that will prevent wear

3.9 Power Steering

3.10 Suspensions Must be capable to handle the wheelchair ramp and wheelchair modifications to vehicle

3.11 Shocks

3.12 Sealing, Rust Proofing, and Undercoating All exposed floor seams shall be sealed with an industrial grade butyl sealant or equivalent which conforms to ASTM C920; the entire surface of exterior floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas (if any), and a fresh application of undercoating over the entire surface; undercoating material will be non-hardening and non-chipping and shall comply with current Federal and State flammability standards; no warranties will be reduced or limited by the application of undercoating.

4.0 WHEELS AND TIRES

The front and rear tires shall have tread depth of at depth 2/32 inches around the periphery. Vehicle may not be operated with regrooved, recapped, or retreaded tires on the front wheel or tires in poor condition. No spare tire is required. If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

Requirement Specification of Requirement

4.1 Tires Tubeless

4.2 Tire Count 4

4.3	Tire Mounting	OEM Mountings	
4.4	Tire Type	All Season	
4.5	Wheel Diameter	16 inch	Minimum
4.6	Wheel Type	Steel	
4.7	Sidewall	Black	
4.8	Spare Tire		
4.9	Wheel Covers (hubcaps)	4	

5.0 STEERING

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

	<i>Requirement</i>	<i>Specification of Requirement</i>
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5.1	Steering wheel	Tilt and/or telescoping
5.2	Cruise Control	

6.0 LOCKING SYSTEM

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

	<i>Requirement</i>	<i>Specification of Requirement</i>
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6.1	Locks and Ignition	Single Key Operation
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6.2	Remote Keyless Entry
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6.3	Power door locks
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7.0 GAUGES AND WARNINGS

All gauges or instruments shall be mounted in such a manner that each is clearly visible to the seated driver. If a specific description of a required option is not listed, OEM standard is sufficient. If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

	<i>Requirement</i>	<i>Specification of Requirement</i>
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7.1	Fuel
7.2	Oil Pressure
7.3	Water Temp.
7.4	Ammeter or Voltmeter
7.5	Door Ajar Warning

7.6 Low Pressure Tire Warning

7.7 Key in Ignition Warning

7.8 Lights-on Warning

8.0 AIRBAGS

OEM standard airbag number and configuration is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

9.0 EXTERIOR

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

Requirement Specification of Requirement

9.1 Single Color Exterior Finish

9.2 Headlights Halogen or LED

9.3 Daytime Running Lamps Must have DRLs

9.4 LED Break Lights

10.0 SEATS, COVERS, SEATBELTS

Configuration should allow for 6 ambulatory passengers, 1 wheelchair passenger, and 1 driver simultaneously. A middle and third row seats are to be included with a wheelchair position. If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

Requirement Specification of Requirement

10.1 Driver Seat Manufacturers standard to include:

Ability to recline
High backed
Upgraded lumbar support

10.2 Driver Seat Cover Vinyl

10.3 Driver Seatbelt to include retractable three point seat belt and conform to 49 CFR 571.209

10.4 Front Passenger Seat Manufacturers standard to include:

		High back
		Ability to recline
10.5	Front Passenger Seat Cover	Vinyl
10.6	Front Passenger Seat Belt	Include retractable three point seat belt with extension to be modified floor if needed conform to 49 CFR 571.209
10.7	Middle and Third Row Passenger Seats	Second and third row passenger seats shall be configured as illustrated in the floor plan on page 22. All seats shall be forward facing and securely fastened to that part or parts of the body which support them. Seat height should not exceed OEM distance from floor when measured at 16 inches in front of seat Headroom should be equal to or exceeding OEM measurement
10.8	Middle and Third Row Seats Cover	Vinyl
10.9	Middle and Third Row Seatbelts	To include seatbelts that conform with 49 CFR 571.209 Shoulder harnesses for the outboard positions Seats should not obstruct the minimum size of the wheelchair space for forward most wheelchair, when occupied.
10.10	Middle and Third Row Passenger Seats - 2 Passenger Foldaway	No seats shall be permitted in the wheelchair space (for one wheelchair). The second and third row passenger seats shall not obstruct the minimum size of the wheelchair space. Shall be designed and constructed to inhibit passenger limbs from becoming lodged between the seat cushion and seat back Working mechanisms shall be covered or placed so as not to be a tripping hazard the bottom of the seats shall be covered with sheet metal or other material of equal strength and durability and any sharp edges padded to prevent injury or snagging. The seat shall be designed and constructed to rise to a vertical position automatically when not occupied. A passenger seat cushion retention system shall be employed to prevent passenger seat cushions from disengaging from seat frames in event of accident.

- 10.12 Middle and Third Row Passenger - 2 Passenger Foldaway Seat Cover Vinyl
- 10.13 Middle and Third Row Passenger - 2 Passenger Foldaway Seat Belts To include seatbelts that conform with 49 CFR 571.209
- 10.14 Extenders 2 Seatbelt extenders to be made from the same manufacturer as main belts

11.0 INTERIOR LIGHTS

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

<i>Requirement</i>	<i>Specification of Requirement</i>
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- 11.1 Dome Light Front and rear

12.0 MIRRORS

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

<i>Requirement</i>	<i>Specification of Requirement</i>
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Each vehicle with a GVWR of 12,000 lbs. or less that have:

- 12.1 Rear View Mirror
- 12.2 Side View Mirrors One shall be on the right side and one on the left side of the vehicle
Side mirrors shall be heated

13.0 INTERIOR ELECTRONICS - MISC.

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

<i>Requirement</i>	<i>Specification of Requirement</i>
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- 13.1 OEM AM/FM Radio with front and rear speakers
- 13.2 Windshield Defroster Must meet Trans 301 requirements:

All defrosting equipment shall keep the windshield and the glazing to the left and right of the driver clear of fog and frost.

The defrosters outlets may not obstruct the drivers view

Fans may be used in addition to defrosters, but shall be mounted so as not to obstruct the drivers view

Shall include windshield and rear window defroster

13.3 Rear Defroster

13.4 Backup Camera and Monitor

Monitor must not obstruct the driver's view through the windshield

13.5 Power Point for Aux Power in place of Cigarette Lighter

13.6 Backup Warning Signal

Vehicle must be equipped with an electrically operated back-up alarm which produces an intermittent audible signal when the vehicle's transmission is shifted to reverse

14.0 HEATING AND COOLING

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

Requirement

Specification of Requirement

14.1 Air Conditioning Front and Rear

Must include rear air conditioning vents

14.2 Heater

OEM Standard is acceptable, if it meets minimum requirements of Trans 301:

Heater shall maintain the inside of the temperature of not less than 50 degrees Fahrenheit throughout the vehicle at the average minimum January temperatures established by the U.S. Department of Commerce, Weather Bureau, for the area in which the vehicle will be operated

The heater hose shall be adequately supported to guard against excessive wear or abrasion and may not interfere with or restrict the driver.

Heater hose or lines inside the driver or passenger compartment shall be shielded to prevent accidental contact by driver or passengers.

14.3	Insulation	Heaviest duty insulation when possible	
15.0	FLOORING AND CELLING		
	<i>If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements</i>		
	<i>Requirement</i>	<i>Specification of Requirement</i>	
15.1	Flooring Underlayment	Flooring underlayment shall be laid without gaps or openings. Edges shall be sealed prior to being attached to the lowered metal floor 3/8 marine grade plywood	Minimum
15.2	Floor and Floor Covering	Nonslip floor covering (not mats) or 2 mm thick commercial grant vinyl transit floor covering wherever the driver or passengers normally place their feet or utilize floor spaces to get to their seats Seams shall be filled with color matching material so as to be tight against any influx or seepage of moisture Flooring covering shall be thoroughly secured into position throughout the entire floor area Shall possess anti-skid properties	
15.3	Insulation	Heavy duty insulation when possible. Shall minimize interior noise	
15.4	Headliner	Shall be full length	
16.0	DOORS		
	<i>If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements</i>		
	<i>Requirement</i>	<i>Specification of Requirement</i>	
16.1	Number of Doors	4 (driver, front passenger, curbside sliding passenger, rear)	Minimum
16.2	Lockable rear door with inside lock/release.		

- 16.3 Power Lock with Remote
- 16.4 Doorways and Openings Vehicles shall have all opening between the engine and passenger compartments adequately sealed to prevent engine fumes from entering the passenger compartment.

All doors shall have weather shield or weather striping to prevent drafts, or inclement weather from entering the vehicle

Vehicle shall be free of rust or rusted areas which could permit the entrance of foreign substance into the interior of the vehicle.
- 16.5 Insulation Heavy duty insulation when possible
- 16.6 Grab bars Shall be on the left and right rear passenger entrances and attached to pillar
- 16.7 Headliner Shall cover panels on doors and body sides
- 16.8 Running Boards
- 17.0 WINDOWS AND WINDSHIELD

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

	<i>Requirement</i>	<i>Specification of Requirement</i>
17.1	Driver's and Front Passenger Window	Lightly tinted
17.2	Passenger Windows Tint	Standard Tint
17.3	Passenger Windows	OEM windows a
17.4	Power Windows	Driver and Front passenger only
17.5	Windshield Wiper	Shall have at least 2 speeds or a variable speed motor
17.6	Windshield Washer	

18.0 HUMAN SERVICE VEHICLE PACKAGE

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

<i>Requirement</i>	<i>Specification of Requirement</i>	
18.1 Fire Extinguisher	Mounted and removable. Can be mounted in the luggage area provided there is an indication someplace on the dash that the fire extinguisher is so located.	
	Must be in a bracket or receptacle to secure it to the vehicle	
	Metal body Extinguisher	
	5 lbs.	Minimum
	2A-10 BC Rating	Minimum
	Dry Chemical	
	Fully Charged and Sealed	
	CO2 extinguishers are PROHIBITED	
18.2 Webbing Cutter	An emergency webbing cutter must be provided	
18.3 Warning Triangles - Reflective	Must follow specs from CFR 49 Part 571:	
	Reflective material and fluorescent material that shall be affixed to both faces of the warning device	
	The warning device shall be designed to be erected, and replaced in its container, without the use of tools	
	Instructions for each warning device shall include a recommendation that the driver activate the vehicular hazard warning signal lamps before leaving the vehicle to erect the warning device	
	Instructions for each warning device shall include a recommendation that the driver activate the vehicular hazard warning signal lamps before leaving the vehicle to erect the warning device	
	Part of the warning device shall form an equilateral triangle that stands in a plane not more than 10° from the vertical, with the lower edge of the base of the triangle horizontal and not less than 1 inch above the ground.	
	Each of the three sides of the triangular portion of the warning device shall not be less than 17 and not more than 22 inches long, and not less than 2 and not more than 3 inches wide	

18.4	First Aid Kit	<p>Kit shall be moisture and dust proof</p> <p>Shall include at minimum:</p> <p>Adhesive Bandage, 1 inch (2) packets</p> <p>Bandage Compress, 2 inch (2) packets</p> <p>Bandage Compress, 4 inch (4) packets</p> <p>Gauze Compress, 24 inch x 24 inch minimum (1) packet</p> <p>Triangular Bandage, 40-inch (1) packet</p> <p>All units shall be in a sanitized package</p>	<p>Minimum</p> <p>Minimum</p> <p>Minimum</p> <p>Minimum</p> <p>Minimum</p>
18.5	Blood Borne Pathogens Kit	<p>Kit shall be moisture and dust proof</p> <p>Kit shall include at a minimum:</p> <p>Vinyl Glovers (1) pair</p> <p>Red Bio Bag (1)</p> <p>Twist Tie (1)</p> <p>Facemask (1)</p> <p>Biohazard Pickup Scoop (1)</p> <p>Disinfecting or Sanitizing Wipe (2)</p>	<p>Minimum</p> <p>Minimum</p> <p>Minimum</p> <p>Minimum</p> <p>Minimum</p> <p>Minimum</p>

First Aid Kit and Bloodborne Pathogen Kits May Be Combined if One Kit Fulfills All Requirements

18.6	Emergency Exit - 10,000 pounds or less	<p>Each Vehicle of 10,000 pounds or less GVWR need not have a specific emergency exit providing there are 2 separate openings where persons could exit the vehicle under normal circumstances</p>
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All doors shall be capable of being opened easily from the inside and outside including the rear door of a vehicle

19.0 ACCESSIBILITY PACKAGE - FLOOR

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

<i>Requirement</i>	<i>Specification of Requirement</i>
19.1	<p>Floor Height</p> <p>Floor in passenger seating area shall be at least a minimum vertical clearance of 56 inches in the wheelchair securements areas and ramp service door</p>
19.20	<p>Lowered Floor (if required)</p> <p>Any lowered floor assembly (if required) shall be corrosion-resistant coated metal</p> <p>Any lowered floor assembly (if required) must be joined to the body frame members in a manner to provide a leak-proof and dust-proof floor</p>

20.0 ACCESSIBILITY PACKAGE - CURBSIDE LOADING RAMP

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

	<i>Requirement</i>	<i>Specification of Requirement</i>	
20.1	Ramp	Ramp will be on the curbside side of the vehicle Curbside ramp may not be attached to the exterior of the body, but shall be completely contained and securely fastened within the perimeter of the vehicle body when not in operation. When not in use the ramp should be able to be slid out of the way of the passenger side door for ambulatory passenger use without needing deployment.	
20.2	Ramp Deployment	Power deployment with manual back up.	
20.3	Ramp Surface	Non-skid surface that extends across the full length and width of the ramp or bridge plate	
20.4	Ramp Width	The width of a ramp and bridge plates shall be at least 34 inches	minimum
20.5	Ramp Length	The length of the ramp shall be at least 55 inches	minimum
20.6	Ramp Weight Capacity	800 pounds	minimum
20.7	Ramp Slope (to roadways or curbs)	Shall be 1:6 maximum as measured to ground level with the non-rail vehicle resting on a flat surface.	maximum
20.8	Ramp Illumination	Illumination shall be provided at ramps, bridge plates, doorways, and boarding areas. Lights shall be shielded so as not to project directly into the eyes of entering and exiting passengers Illumination on walking surface of ramp shall be lighted with foot-candles (22 lux) minimum of illumination	minimum
20.9	Exterior Illumination for Ramp	Where doorways have ramps, illumination shall be 1 foot-candle (11 lux) minimum for distance of 3 feet measured beyond the outside edge of ramp or bridge plate.	
20.10	Control Interlock	Ramp door shall be interlocked with the vehicle transmission to ensure the vehicle cannot be shifted out of park while the door is open.	

21.0 ACCESSIBILITY PACKAGE - RAMP DOORWAY

If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

	<i>Requirement</i>	<i>Specification of Requirement</i>
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21.1	Doorway with Ramp	Vertical clearance at doorways with ramp shall be measured from the inside finished edge of the door opening to the highest point of the deployed ramp below	minimum
		Vehicle clearance at doorways shall be at least 56 inches for small non-rail vehicles	minimum
21.2	Doorway Width	Doorway shall provide a clear opening of at least 32 inches	minimum
21.3	Doorway Thresholds	Thresholds at doorway shall be marked by a stripe. Stripe shall be 1 inch wide minimum and contrast with the rest of the walking surface.	minimum

22.0 ACCESSIBILITY PACKAGE - WHEELCHAIR POSITION AND SECUREMENT

Configuration should allow for a default 1 wheelchair position behind the drivers seat, with the middle and rear ambulatory seats. Preferably 2 passenger seats is to be included in the middle row and 4 passenger seats in third row. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

	<i>Requirement</i>	<i>Specification of Requirement</i>	
22.1	Wheelchair Space	There shall be one wheelchair space	Minimum
		Wheelchair spaces shall be 30 inches wide by 48 inches in length	
22.2	Wheelchair Securements Orientation	Wheelchair securement system shall secure the wheelchair so the occupant faces the front of the vehicle	
22.3	Wheelchair Securements	<p>The wheelchair shall be secured to the vehicle with a fastening device with sufficient strength to :</p> <p>Retain the chair in the even the vehicle overturns</p> <p>prevent the chair from moving</p> <p>Prevent the chair's wheels from leaving the floor in the vent of a sudden stop or start</p> <p>Wheelchair securement shall have a four-point securement (two in front and two in back)</p> <p>Securements should be interchangeable to eliminate the confusion of a left, right, rear, or front location</p> <p>The device should be a webbing belt system that secures the wheelchair to the floor</p> <p>There may be no wheelchair attachment to any door</p> <p>Webbing belt shall be free of any tears or damage</p>	

Webbing belt used to secure the wheelchair to the floor may not be used to secure the passenger to the wheelchair

22.4 Wheelchair Retractors (driver side)

Securing retractors shall be automatic self-tensioning and self-locking

Shall have dual tensioning knobs to provide additional tensioning if needed

Shall have a positive lock indicator that indicates when fitting is locked in anchorage

Securements should be interchangeable to eliminate the confusion of a left or right

Retractors should have a low profile to allow retractors to fit under most footrests

Retractors should have a foot release lever to eliminate the stress of bending down.

Retractors shall have a floor anchorage attachment consisting of an L-Track fitting which shows a positive locking indicator along the with a four stud, double plunger attachment for added strength

The attachment device securing the wheelchair to the retractor shall have a J-style hook application for ease of attachment and to make the retractors totally universal in floor location

The retractor should be of material design to eliminate rust and corrosion

22.5 Wheelchair - Seat and Shoulder Belts

An independent lap and shoulder (3-point) restraint system which complies with 49 CFR 571.209, and ANSI/RESNA WC18 (or SAE J2249) shall be provided for each wheelchair occupant

Seat belts and shoulder belts shall not be used in place of wheelchair securement systems.

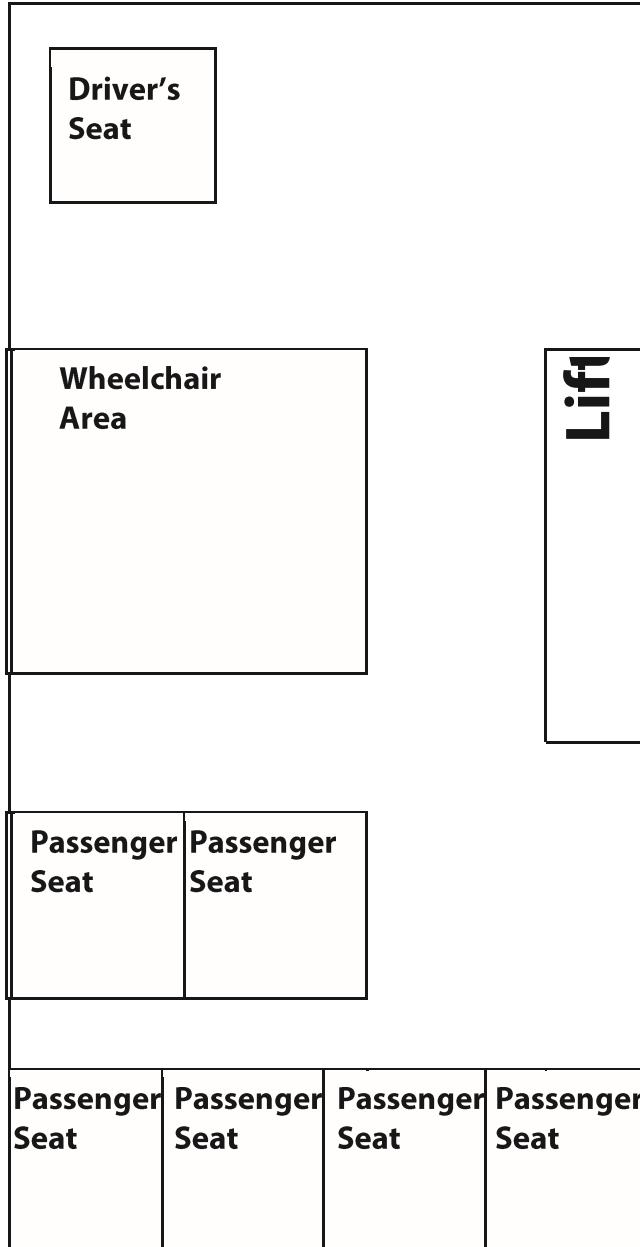
Components shall be easily identified as to their location as follows: "front" "rear" "lap" or "shoulder"

Forward facing wheelchair restraints shall have all components dynamically tested at 30mph 20g force condition, which an impact sled at a test facility such as the University of Michigan's Transportation Research Institute or a reputable equivalent, on both a child stroller type wheelchair and a battery-powered electric wheelchair

- 22.6 Stowage When wheelchair securement systems are not in use, the systems shall not protrude into the wheelchair space and shall not interfere with passenger movement or pose a hazard.
- Storage container must meet 49 CFR 571.302 flammability standards
- 22.7 Wheelchair Design Load On non-rail vehicles with GVWR less than 30,000 lbs., wheelchair securement systems shall restrain a force in the forward longitudinal direction of 5,000 lb. minimum for each wheelchair
- 22.8 Wheelchair Movement Wheelchair securement system shall limit the movement of an occupied wheelchair to 2 inches maximum in any direction when secured in accordance with the manufacturer's instructions and when the vehicle is operating in a normal conditions maximum

**Seat Layout
NOT DRAWN TO SCALE**

**1 Wheelchair Position
6 Ambulatory Seat Positions**



**Appendix B
Build Spec
2019 Ford Transit Passenger Van Mid-Roof 15 Passenger Wagon 148" WB**

Exterior Dimensions

2019 Ford Transit Passenger Van	
Length (Regular, Long, Long-EL)	Long
Roof (Low, Medium, High)	Medium
[in.]	
Wheelbase	147.6
Length	235.5
Height	99.2
Width -	Excluding Mirrors 81.3
Width -	Including Mirrors 97.4
Width -	Mirrors Folded 83.2
Front Track	68.2
Rear Track	68.6
Front Overhang	40.3
Rear Overhang	47.6
Load Height (Curb)	28.8
Side Cargo Door Opening Height	63
Side Cargo Door Opening Width - Hinged -	
Side Cargo Door Opening Width - Sliding	51.2
Rear Cargo Door Opening Height	62.8
Rear Cargo Door Opening Width	59.8

Interior Dimensions *Spacing based on OEM spec but has been modified with wheelchair addition.

2019 Transit Passenger Van	
Length (Regular, Long, Long-EL)	Long
Roof (Low, Medium, High)	Medium
[in.]	
Head Room - First Row	52
Head Room - Second Row (where applicable)	55.8
Head Room - Third Row (where applicable)	55.8
Head Room - Fourth Row (where applicable)	55.8
Head Room - Fifth Row (where applicable)	52.6
Leg Room - First Row (Max.)	41.3
Leg Room - Second Row (where applicable)	33.7
Leg Room - Third Row (where applicable)	35.6
Leg Room - Fourth Row (where applicable)	35.6
Leg Room - Fifth Row (where applicable)	35.6
Hip Room - First Row	60.7
Hip Room - Second Row (where applicable)	69.6
Hip Room - Third Row (where applicable)	67.3
Hip Room - Fourth Row (where applicable)	68
Hip Room - Fifth Row (where applicable)	61
Shoulder Room - First Row	67.9
Shoulder Room - Second Row (where applicable)	71.4
Shoulder Room - Third Row (where applicable)	67
Shoulder Room - Fourth Row (where applicable)	67.8
Shoulder Room - Fifth Row (where applicable)	60.8

Cargo Length Front (at Floor)	141.7
Cargo Length Front (at Belt)	132.8
Cargo Width Between Wheelhouse (SRW/DRW)	53.7
Cargo Height Maximum	67.6

Capacities

2019 Transit Passenger Van	
Length (Regular, Long, Long-EL)	Long
Roof (Low, Medium, High)	Medium Cu. ft.
Cargo Volume Behind First Row (range)	291.8 - 324.7
Cargo Volume Behind Second Row (range)	195.5 - 228.5
Cargo Volume Behind Third Row (range)	133.9 - 166.9
Cargo Volume Behind Fourth Row (range)	72.8 - 93.9
Cargo Volume Behind Fifth Row	20.5

Engine Specifications

Engine type	3.7L Ti-VCT V6
Displacement	227/3,731
Horsepower (hp @ rpm)	275 @ 6,000
Torque (lb.-ft. @rpm)	260 @ 4,000
Compression ratio	10.5:1
Bore x stroke (in.)	3.76 x 3.41
Valvetrain	DOHC, 4 valve per cylinder
Fuel delivery	Sequential multiport electronic
Transmission type	6-speed automatic Selectshift with OD
Engine block material	Aluminum
Cylinder head material	Aluminum

*90% of peak torque available in the 1,500 - 2,500 rpm range

Chassis Specifications

Front suspension	Independent MacPherson-strut
Rear suspension	Leaf springs
Shocks absorbers	Heavy-Duty gas
Brakes	4-wheel Anti-Lock Disc
Steering	Hydraulic Power Rack and Pinion

Mobility Lift

Brand	Braun
Model	NCL919IBRP-2
Weight Capacity	800 pounds
Position in Vehicle	Passenger side slide door

Mobility Wheelchair Securement

Brand	Q'straint Retractable with 3 points seatbelt
Model	Q-8101-A1-L

Vehicle Modifications

Remaining Seats	Remaining rear seats all Ford OEM
Floor Covering	Rubber flooring to meet spec on thickness
Wheelchair Positions	1 Position behind driver front seat

Appendix C

Required Federal Certifications and Clauses

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1. Notification of Federal Participation

This project is expected to be funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. § 5307, 5337 and/or 5339 . This notification of federal participation will be included in each subcontract financed in whole or in part with federal assistance provided by FTA.

2. Full and Open Competition

In accordance with 49 U.S.C. § 5325(h), all procurement transactions shall be conducted in a manner that provides full and open competition.

3. Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

4. Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the municipal corporation to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the municipal corporation and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. No Obligation by the Federal Government

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

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

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

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this procurement. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

7. Access to Records

The following access to records requirements apply to this Contract:

(a) Where the Purchaser is not a State but a local government and is the FTA Recipient or a Subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) Where the Purchaser is a State and is the FTA Recipient or a Subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

(c) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(d) Where any Purchaser which is the FTA Recipient or a Subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(e) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(f) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(g). FTA does not require the inclusion of these requirements in subcontracts.

8. Federal Changes

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

9. Disadvantaged Business Enterprise

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Waukesha Transit Commission's goal for participation of Disadvantaged Business Enterprises (DBE) is 1.5%.

(b) The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) If a separate contract goal has been established, Bidders/Offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

(d) If no separate contract goal has been established, the successful Bidder/Offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(e) The Contractor must promptly notify the Recipient whenever a DBE Subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE Subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE Subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Recipient.

PROMPT PAYMENT AND RETURN OF RETAINAGE

The Contractor is required to pay its Subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Recipient. In addition, the Contractor may not hold retainage from its Subcontractors or must return any retainage payments to those Subcontractors within 30 days after the Subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those Subcontractors within 30 days after incremental acceptance of the Subcontractor's work by the Recipient and Contractor's receipt of the partial retainage payment related to the Subcontractor's work.

10. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the Recipient to be in violation of FTA terms and conditions.

11. Energy Conservation

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

12. Recycled Products

All contracts for items designated by the EPA, when the Purchaser or Contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

13. Clean Water Requirements

Pursuant to 33 U.S.C. 1251, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the municipal corporation and understands and agrees that the municipal corporation shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

14. Clean Air

Pursuant to 42 U.S.C. 7401 et seq, 40 CFR 15.61, 49 CFR Part 18, Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the municipal corporation and understands and agrees that the municipal corporation will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

15. Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

16. Breaches and Dispute Resolution

Pursuant to 49 CFR Part 18, FTA Circular 4220.1F, disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the municipal corporation's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the municipal corporation's CEO. In connection with such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the municipal corporation's CEO shall be binding upon Contractor and Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the municipal corporation, Contractor shall continue performance under this contract while matters in dispute are being resolved.

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

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

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the municipal corporation or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

17. Termination

(a) Termination for Convenience. The Recipient may terminate this contract, in whole or in part, at any time by written notice to Contractor when it is in the Recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the Recipient. If Contractor is in possession of any of the Recipient's property, Contractor shall account for same, and dispose of it as the Recipient directs.

(b) Termination for Default [Breach or Cause]. If Contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and Contractor fails to perform in the manner called for in the contract, or if Contractor fails to comply with any other provisions of the contract, the Recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to Contractor setting forth the manner in which Contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Recipient that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Contractor, the Recipient, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

(c) Opportunity to Cure. The Recipient in its sole discretion may, in the case of a termination for breach or default, allow Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the Recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the Recipient setting forth the nature of said breach or default, the Recipient shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Recipient from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach. In the event that the Recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

(e) Termination for Convenience (Professional or Transit Service Contracts). The Recipient, by written notice, may terminate this contract, in whole or in part, when it is in the Recipient's interest. If the contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(f) Termination for Default (Supplies and Service). If Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall deliver to Contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the

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

(g) Termination for Default (Transportation Services). If Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while Contractor has possession of the Recipient goods, Contractor shall, as directed by the Recipient, protect and preserve the goods until surrendered to the Recipient or its agent. Contractor and the Recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the Recipient's convenience.

(h) Termination for Default (Construction). If Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if Contractor fails to comply with any other provisions of this contract, the Recipient may terminate this contract for default. The Recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the Recipient resulting from Contractor's refusal or failure to complete the work within specified time, whether or not Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

(1) Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

(2) Contractor, within 10 days from the beginning of any delay, notifies the Recipient in writing of the causes of delay. If in the Recipient's judgment, delay is excusable, the time for completing the work shall be extended. The Recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the Recipient's convenience.

(i) Termination for Convenience or Default (Architect & Engineering). The Recipient may terminate this contract in whole or in part, for the Recipient's convenience or because of Contractor's failure to fulfill contract obligations. The Recipient shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Contractor shall

(1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the Recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for Contractor's failure to fulfill contract obligations, the Recipient may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by the Recipient. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the Recipient's convenience.

(j) Termination for Convenience or Default (Cost-Type Contracts). The Recipient may terminate this contract, or any portion of it, by serving a notice of termination on Contractor. The notice shall state whether termination is for convenience of the Recipient or for default of Contractor. If termination is for default, the notice shall state the manner in which Contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the Recipient, or property supplied to Contractor by the Recipient. If termination is for default, the Recipient may fix the fee, if the contract provides for a fee, to be paid to Contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the Recipient and the parties shall negotiate the termination settlement to be paid to Contractor. If termination is for the Recipient's convenience, Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the Recipient determines that Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of Contractor, the Recipient, after setting up a new work schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

18. Civil Rights Requirements

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements.

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

(i.) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, Contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

(ii.) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(iii.) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, Contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

19. Real Property

Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

20. Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

21. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to:

(a) 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) Furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.); and

(c) 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.

22. Fly America Requirements

The Contractor 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 Subrecipients of Federal funds and their Contractors 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 Contractor 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 Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

23. Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

24. Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible Contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for Contractor pursuant to this contract. If Contractor is on the Comptroller General's list of ineligible Contractors for federally financed or assisted construction, the municipal corporation shall cancel, terminate or suspend this contract.

25. Transit Vehicle Manufacturer (TVM) Certification

This procurement is subject to the provisions of 49 CFR Section 26.49.

Please read, sign and date the certification below and return it with your bid proposal.

**Transit Vehicle Manufacturer (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 a current annual DBE goal to the Federal Transit Administration, and that it is eligible to bid on federally funded transit procurements.

The bidder, if a non-vehicle manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirements of 49 CFR Section 26.49 and is eligible to bid on federally funded transit procurements.

Manufacturer: _____

Manufacturer Representative Signature: _____

Dealer: _____

Dealer Representative Signature: _____

Date: _____

26. Buy America

This procurement is subject to Federal law which makes the purchase of American made products a requirement. The law is found under 49 U.S.C. 5323(j), and the related regulations are written under Title 49 of the Code of Federal Regulations, Part 661. The law and regulations establish a general requirement as well as certain exceptions.

(a) The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may 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, include microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 65 percent domestic content.

(b) Vendor Requirement - A vendor who wishes to respond to this request for bids must submit with the bid a certificate (or certificates) covering all of the vehicles offered: "Certification of Compliance with 49 U.S.C. 5323(j)"

Please read, sign and date the certification on the following page and return it with your bid proposal.

Compliance with Buy America CERTIFICATION

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

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

Signature_____ Date_____

Title_____ Company Name_____

The bidder will also provide a detailed list of all the major components and subassemblies (see list below) of the vehicle and the calculated percentage for each item of total manufacturer's cost that was made in the United States. The bidder will make available to the Contracting Officer, upon request, any and all costs and other documentation to support this listing in order to comply with 49 C.F.R. Part 661. The list of items is as follows:

Engines, transmissions, front axle assemblies, rear suspension assemblies, air compressor and pneumatic systems, generator/alternator and electrical systems, steering system assemblies, front and rear air brake assemblies, heating systems, passenger seats, driver's seat assemblies, window assemblies, entrance and exit door assemblies, door control systems, destination sign assemblies, interior lighting assemblies, front and rear end cap assemblies, front and rear bumper assemblies, specialty steel (structural steel tubing, etc.), aluminum extrusions, aluminum, steel or fiberglass exterior panels, interior trim, flooring, floor coverings, fire hoses, and wheelchair assemblies.

The manufacturer's information must also include:

- The proposed final assembly location;
- A list of activities that will take place during final assembly; and
- The proposed total cost of final assembly.

This list will be requested at least two times during the procurement process: (1) Prior to award of the contract; and, (2) within thirty (30) days following the manufacturer's assembly of the first vehicle awarded in the base contract. Subsequent post-delivery "Buy America" audit listings for the contract options will be provided by the proposer awarded the contract, if requested.

27. PURCHASER'S REQUIREMENTS

49 C.F.R 663 - Subpart B requires that the products bid are the same as described in the bid solicitation specifications and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Please read, sign and date the certification below and return it with your bid proposal.

Pre-Award Purchaser's Requirement CERTIFICATION

The bidder hereby certifies that the vehicles to be provided: _____

(Number and general description of vehicles)

From: _____
(Manufacturer)

are the same products described in the solicitation specifications and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Signature: _____

Typed Name: _____

Title: _____

Company: _____

Date: _____

28. Federal Motor Vehicle Safety Standards (FMVSS)

49 C.F.R. 663 - Subpart D requires that the vehicles to be provided will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571 or that the vehicles will not be subject to FMVSS regulations.

Pre-Award FMVSS CERTIFICATION

The bidder hereby certifies that the vehicles to be provided: _____

(Number and general description of vehicles)

From: _____
(Manufacturer)

will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, part 571 and that it has submitted the manufacturer's self-certification information with the bid.

Signature: _____

Typed Name: _____

Title: _____

Company: _____

Date: _____

29. Government-Wide Debarment and Suspension

(a) Background and Applicability: In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions." Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified.

They do this by (1) Checking the Excluded Parties List System, (2) Collecting a certification from that person, or (3) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required; 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

(b) Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(c) Suspension and Debarment

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

Please read, sign and date the certification on the following page and return it with your bid proposal.

Government-Wide Debarment and Suspension CERTIFICATION

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, 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.

Signature of Contractor's Authorized Official

DATE _____

Name and Title of Contractor's Authorized Official

30. Lobbying

Pursuant to 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20, Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$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.

Please read, sign and date the certification on the following page and return it with your bid proposal.

Lobbying CERTIFICATION

I, _____, hereby certify
Name and Title of Authorized Official

On behalf of _____ that:
Name of Bidder/Company Name

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 any agency, a Member of Congress, and 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.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or Print Name _____

Signature of Authorized Representative _____ Date _____