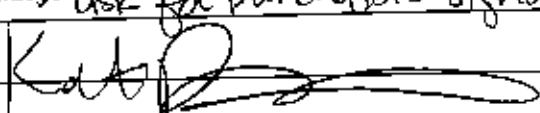


### COMPLIANCE CHECKLIST

Vendor: A+J Commercial  
 Vehicle Type: Dodge GR Caravan  
 Submission Time & Date: June 27th 2018  
 1:47:11 pm

Line Item # 1 - Minivan Side  
 Model: Grand Caravan  
 Bid Price: \$ 37,357.22

**Area of Compliance**

<b>All Addendums Included with Bid Packet -</b> Can't find	<b>Vendor Agreement -</b> ✓
Comments: addendums ✓ <sup>7/16</sup> <sub>OK</sub>	Comments:
<b>Bid Tab / Opp. List -</b> ✓	<b>Price Tab -</b> ✓ \$37,357.22
Comments:	Comments: ✓ <sub>OK</sub>
<b>Vendor Information -</b> ✓	<b>Purchasers Requirement -</b> No signature ✓ <sub>OK</sub>
Comments:	Comments: This was a question A+J asked via email. <del>was not</del>
<b>DBE Certification -</b> ✓	<b>FMVSS -</b> ✓
Comments:	Comments:
<b>Buy America -</b> ✓	<b>Bus Testing / Altoona -</b> ✓
Comments: Winamac, IN 7.21%	Comments:
<b>Clauses -</b> ✓ <b>Lobbying -</b> ✓ <b>Debarment -</b> ✓	<b>Debarment &amp; Suspension Check by WisDOT -</b>
Comments: also included Braun signature ✓	Comments:
<b>Diagrams / Brochure -</b> ✓	Source
Comments:	Source
<b>Reference List -</b> ✓	
Comments:	
Name 1 Innovative Services, Inc (WI) <sup>Nicole</sup>	Yes or No
Name 2 Clarity Care (WI)	Yes or No
Name 3 ORP Fleet, LLC (WI) (Tom)	Yes or No
Name 4 Van GO Taxi, LLC (WI)	Yes or No
<b>Bid review / Recommendation for award -</b>	
<b>Overall Comments:</b> Included warranties, previous contractor.	
<b>Review Summary:</b> ask for purchasers signature ✓ <sup>7/16</sup>	
<b>Signature:</b> 	<b>Date:</b> 7/24/18

## **Patterson, Katherine M - DOT**

---

**From:** John Smith <johns@aandjvans.com>  
**Sent:** Monday, July 16, 2018 10:30 AM  
**To:** Patterson, Katherine M - DOT; Corey Kupsh  
**Cc:** Tessmann, Danette - DOT  
**Subject:** RE: WisDOT HSV Solicitation #150164  
**Attachments:** DOC071618-07162018102305.pdf

Good Morning Katie,

Attached you will find the documents that I seemed to have forgotten to include.  
Thank you for the opportunity to rectify the omission and earn the bid award from WisDOT

*John Smith,*

Commercial Mngr., A & J Commercial  
888-775-7750 ext. 1104  
920-901-4234 cell

---

**From:** Patterson, Katherine M - DOT [mailto:Katherine.Patterson@dot.wi.gov]  
**Sent:** Monday, July 16, 2018 9:56 AM  
**To:** John Smith; Corey Kupsh  
**Cc:** Tessmann, Danette - DOT  
**Subject:** WisDOT HSV Solicitation #150164

Good morning,

After initial review of A&J's Side Load Minivan bid, WisDOT could not find the following documents:

- Addendum 1 signed by the bidder
- Addendum 2 signed by the bidder
- Purchaser's Certificate signed by the bidder

Please send these documents to me via email by Tuesday, July 17<sup>th</sup> at 12pm or your bid will be considered unresponsive.

Katie

**Katie Patterson**

Transit Section Lead Worker – Compliance and Oversight  
Bureau of Transit, Local Roads, Railroads and Harbors  
Wisconsin Department of Transportation  
4822 Madison Yards Way, Sixth Floor South  
Madison, WI 53705  
[katherine.patterson@dot.wi.gov](mailto:katherine.patterson@dot.wi.gov)  
(608) 264-7335

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

**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.

A & J Commercial  
Company's Name

John V. Smith  
Individual's Name

Commercial Manager  
Title

*John V. Smith*  
Authorized Signature

June 26, 2018  
Date

**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.

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

**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.

A & J Commercial

Company's Name

John V. Smith

Individual's Name

*John V. Smith*  
Authorized Signature

Commercial Manager  
Title

June 26, 2018

Date

**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.



WISCONSIN DEPARTMENT OF TRANSPORTATION

ADDENDUM #2
Purchasing Section
P.O. Box 7396
4822 Madison Yards Way - 8th Floor South
Madison, WI 53707

REQUEST FOR BID NO. 510164
DUE DATE: 6/27/2018 PRESENT DATE: 6/6/2018

COMMODITY OR SERVICE: Human Service Vehicles -
Rear and Side Loading Minivans and a Transit/Bariatric
Vehicle

RFB No. 510164: Questions & Answers - TRANSIT / BARIATRIC ACCESSIBLE VEHICLE

These questions were missed by WisDOT in the initial question submission.

- Please be advised that wheelchair securement manufacturers have tested to meet FMVSS requirements for a variety of vehicles. Please note the Ford Transit does not fit within this variety and individual installer should be required to provide independent testing data for this vehicle. We believe safety is of utmost importance to WisDot as well as subrecipients. Please require vendor to provide data displaying passed pull tests.
Answer: Vendor's may submit any additional documentation/testing/brochures/information about they have about their vehicle submitted for their bid as they desire.
Please be advised that aftermarket seating manufacturers have tested to meet FMVSS requirements for a variety of vehicles. Please note the Ford Transit does not fit within this variety and individual installer should be required to provide independent testing data for this vehicle. We believe safety is of utmost importance to WisDot as well as subrecipients. Please require vendor to provide data displaying passed pull tests.
Answer: Vendor's may submit any additional documentation/testing/brochures/information about they have about their vehicle submitted for their bid as they desire.

ALL OTHER PARTS OF THIS REQUEST FOR BID REMAIN UNCHANGED

The addenda have been received and considered in preparation of this RFB. Complete the acknowledgment by signing and inserting the date of the addenda and submitting the signed Addendum #1 with Bid. This addendum must be submitted with the Bid to be considered responsive.

We acknowledge: Addendum #1,

John V. Smith

Name
Signature
John V. Smith

Firm
A & J Commercial
333 W. Washington St.

Address
WI

State
jobna@aandjvans.com

Email

June, 26, 2018

Date
Commercial Manager

Title

Telephone
920-775-9333

City
Valders

City
54245

Zip
39-1509029

FEIN #

If you have submitted a proposal and wish to amend it or change it, please mark the envelope clearly "Amendment to RFB No. 510164". If you have submitted a proposal and have no changes, we will retain it in the file and open it on the due date.

For information concerning this addendum, contact: Kevin Diehl kevin.diehl@dot.wis.gov



WISCONSIN DEPARTMENT OF TRANSPORTATION

ADDENDUM #2
Purchasing Section
P.O. Box 7396
4822 Madison Yards Way - 8th Floor South
Madison, WI 53707

REQUEST FOR BID NO. 510164
DUE DATE: 6/27/2018 PRESENT DATE: 6/6/2018

COMMODITY OR SERVICE: Human Service Vehicles -
Rear and Side Loading Minivans and a Trans/H/Bariatric
Vehicle

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- Please be advised that wheelchair securement manufacturers have tested to meet FMVSS requirements for a variety of vehicles. Please note the Ford Transit does not fit within this variety and individual installer should be required to provide independent testing data for this vehicle. We believe safety is of utmost importance to WisDot as well as subrecipients. Please require vendor to provide data displaying passed pull tests.
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ALL OTHER PARTS OF THIS REQUEST FOR BID REMAIN UNCHANGED

The addenda have been received and considered in preparation of this RFB. Complete the acknowledgment by signing and inserting the date of the addenda and submitting the signed Addendum #1 with bid. This addendum must be submitted with the bid to be considered responsive.

We acknowledge: Addendum #1,

John V. Smith

Name: John V. Smith
Signature

Firm: A & J Commercial
Address: 333 W. Washington St.

Address: WI

State: johms@aandjvans.com

Email

June, 26, 2018

Date: Commercial Manager

Title

Telephone: 920-775-9333
Valders

City: 54245

Zip: 39-1509029

FEIN #

If you have submitted a proposal and wish to amend it or change it, please mark the envelope clearly "Amendment to RFB No. 510164". If you have submitted a proposal and have no changes, we will retain it in the file and open it on the due date.

For information concerning this addendum, contact: Kevin Diehl kevin.diehl@dot.wis.gov

RECEIVED AIRSOT PURCHASING  
18 JUN 27 PM 1:47:11

# APPENDIX H - PRICE SHEET

Vendor Name: A & J COMMERCIAL Opening Date: 27-Jun-18

Bid Number: 510164 Time: 2 P.M.

Line #	Name	MFR Name	Model Name	Delivery Days	Qty.	Unit	Price Year 1	Price Year 2	Price Year 3	Price Year 4	Price Year 5
001	Side Load Accessible Minivan	DODGE/BRAUN	DODGE GR. CARAVAN SE/BRAUN ADA SIDE ENTRY	180	1	ea.	\$37,357	\$37,731	\$38,108	\$38,489	\$38,874
002	Rear Load Accessible Minivan	DODGE/BRAUN	DODGE GR. CARAVAN SE/BRAUN ADA REAR ENTRY	180	1	ea.	\$37,986	\$38,366	\$38,750	\$39,137	\$39,529
3, BID 1	Transit Cargo Van - Bariatric Vehicle	FORD/A & J VANS	FORD TRANSIT 350/A & J Para-TRANSIT	180	1	ea.	\$46,830	\$47,298	\$47,771	\$48,249	\$48,731
3, BID 2	Transit Cargo Van - Bariatric Vehicle	FORD/ABILTRAX	FORD TRANSIT 350/ABILTRAX	180	1	ea.	\$52,508	\$53,033	\$53,563	\$54,099	\$54,640

For purposes of calculating the rate for option years for this RFB, include an annual rate increase of 1% each year for the remaining four option years. These rates are for evaluation and FTA procurement requirement purposes only. Lowest bid price will be evaluated on the price for "Price Year 1" ONLY.

The actual price for an a future option year shall be based upon the percent change in the PPI (1413 Truck and Bus Bodies) from the preceding year applied to the current contract year price to obtain the option year price. For the purpose of exercising service year options, WisDOT will recognize the change in PPI from April of the preceding year to April of the current contract year.





### Bidder Required Form

**Instructions:** Bidder is required to complete all sections of this form. (Note: If the agency checks the box preceding Section 5 indicating that section is not applicable to the bid/proposal, Bidder may skip Section 5. Bidder may not skip any other sections of this form).

To be completed by the agency:

Agency Name WI DOT	Solicitation Title HUMAN SERVICE VEHICLES - MINIVAN AND TRANSITS	Solicitation Reference Number 510164
-----------------------	---	---

#### Section 1: Bidder Information

Bidder/Proposer Company Name: A & J COMMERCIAL		E-Mail Address: johns@aandjvans.com
Phone Number: 920-775-9333	Toll Free Phone: 888-775-7750	Fax: 920-775-4104
Address: 333 W. WASHINGTON STREET		
City: VALDERS	State: WI	Zip: 54245
Mailing Address for Purchase Orders (if different than above)		
Address: SAME		
City:	State:	Zip:

#### Section 2: Bidder Contacts

List the name and title of the person to contact for questions related to each of the topics below:

Topic	E-Mail Address	Phone
Bid/Proposal JOHN V. SMITH	johns@aandjvans.com	920-901-4234
Affirmative Action Plan JACKIE BRENNAN	rental@aandjvans.com	920-775-9333
Orders and billing JOHN V. SMITH	johns@aandjvans.com	920-901-4234

#### Section 3: Bidder Reference

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name: INNOVATIVE SERVICES, INC.		
Address (including City, State, Zip): 445 S. MADISON STREET, GREEN BAY, WI 54301		
Contact Person: NICOLE WAGNER	E-Mail Address: nicolew@isiinc.org	Phone: 920-431-0962
List Product(s) and/or Service(s) Used: REAR ENTRY MINIVANS AND TRANSI		

Company Name:  
CLARITY CARE



Using the boxes below, indicate your agreement with the following statements:

- In the event the designation of confidentiality of this information is challenged, the bidder/proposer hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreeing to withhold the materials.
- The state considers other markings of confidential in the bid/proposal document to be insufficient. The bidder/proposer agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

**Agency Only:**

- Section 5 is not applicable to this bid/proposal. If this box is checked, Bidder may skip to Section 6.

**Section 5: Bidder Agreement: Wisconsin's Cooperative Purchasing Service**

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 68.0301(1) and (2), Wis. Stats.

Interested municipalities:

- Will contact the contractor directly to place orders referencing the state agency contract number; and
- Are responsible for receipt, acceptance, and inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in these services has no effect on awarding this contract.

Bidder: Please indicate your willingness to furnish the commodities or services to Wisconsin municipalities by checking the appropriate box below.

I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

A vendor in the service may specify a minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal charges for municipalities.

Special Conditions (if applicable):

**Section 6: Bidder Identification (Check all that apply)**

We claim minority bidder preference [Wis. Stats. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6<sup>th</sup> Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We claim disabled veteran owned business bidder preference [Wis. Stats. 16.75(3m)(b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6<sup>th</sup> Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**

We are a work center certified under Wis. Stats. S. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6<sup>th</sup> Floor, 101 E. Wilson St., Madison, WI 53703, (608) 266-5462.

**Section 7: Bidder Certifications**

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are equal. Materials covered in our bid were manufactured in whole or in substantial part in the United States.  Yes  No  Unknown

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition, that no attempt has been made to induce any other person or firm to submit or not to submit a bid, that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We certify that we are not currently engaged in a boycott of the State of Israel. Should we be awarded a contract, we understand that future engagement in a boycott of the State of Israel may result in contract termination.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid/Proposal and all terms of our bid.

**Section 8: Bidder Signature**

Name of Authorized Company Representative: John V. Smith	Title: Commercial Manager	Phone: 920-901-4234	Fax: 920-775-4104
Signature of Above 	Date: 6/26/2018	Email: johns@aandjvans.com	

**BIDS MUST BE SEALED & ADDRESSED TO AGENCY ADDRESS:**  Remove from bidder list for this commodity/service. (Return this page only.)

WI DOT  
 4822 Madison Yards Way, 8 South  
 Madison WI 53705

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # 510164  
 Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact the person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

**REQUEST FOR BID  
 THIS IS NOT AN ORDER**

**BIDDER (Name and Address)**  
 Bids MUST be in this office no later than:  
 Name A & J COMMERCIAL  
 Phone 920-775-9333 Date 6/26/2018  
 Quote Price and Delivery FOB

Item No.	Quantity and Unit	Description	Price Per Unit	Total
	1	MINIVAN, SIDE LOAD ENTRY	\$37,357.22	\$37,357.22

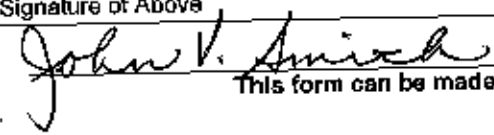
Payment Terms 30 DAYS FROM DELIVERY Delivery Time 180 DAYS

We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 206-5462.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States  
 Yes  No  Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury. We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative	Title	Phone	Fax
John V. Smith	Commercial Manager	920-775-9333	920-775-4104

Signature of Above	Date	Email:
	6/26/2018	johns@aadjvans.com

## STATE OF WISCONSIN

## REQUEST FOR BIDS (RFB) #510164 FOR HUMAN SERVICE VEHICLES – MINIVANS AND TRANSIT

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*Required Excel Documents Included as Separate Attachments*

APPENDIX H - PRICE SHEET  
VEHICLE SPECIFICATIONS

## 1.0 GENERAL INFORMATION AND SCOPE

**1.1 PURPOSE OF THE REQUEST FOR BIDS** The Wisconsin Department of Transportation, through its Purchasing Unit requests bids to establish a contract for the purchase of Human Service Vehicles through WisDOT for municipalities throughout the state of Wisconsin. The Wisconsin Department of Transportation is acting as agent for a group of private, non-profit organizations and public entities in this transaction in support of federally funded Section 53 programs.

The resulting contract shall be governed by the attached "Standard Terms and Conditions" unless specifically modified in this Request for Bid document. Conditions of bid that include "must" or "shall" describe a mandatory requirement.

**1.2 DEFINITIONS** The following definitions are used throughout the RFB documents:

- Agency – The Wisconsin Department of Transportation
- Bidder/Vendor – A company or individual submitting a bid response to this RFB
- Contractor – Bidder awarded the contract
- Department – The Wisconsin Department of Transportation
- DOT or WisDOT – The Wisconsin Department of Transportation
- HSV: Human Service Vehicle
- Purchasing – WisDOT Purchasing Unit
- RFB – Request for Bid
- State: State of Wisconsin
- Sub-Recipient – Organization or agency purchasing the vehicle from the contract

**1.3 SCOPE** The Department of Transportation (DOT) intends to use the results of this procurement to purchase a Model Year 2018 or newer. All component parts in the manufacturing of vehicles shall be new.

- Minivan, Lowered Floor, Rear Load Ramp
- Minivan, Side Load, Ramp
- Transit Cargo Van/Bariatric Vehicle

**1.4 OVERVIEW OF ADMINISTRATIVE AGENCY** The Department of Administration performs administrative and executive functions for the State of Wisconsin.

**1.5 CONTRACT TERM** WisDOT intends to utilize the results of this RFB to award a contract. Retain a copy of these bid documents and addenda for your files.

**1.5.1** The initial term for this contract will be for a one year period with four 1-year renewal options. Renewal options must be authorized by a mutual agreement of the Contractor and WisDOT

**1.5.2** As required by Wisconsin Statutes, continuance of a contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds and the termination of the contract by lack of appropriation shall be without penalty to WisDOT. WisDOT does not guarantee to purchase any specific quantity during each contract term.

**1.6 COOPERATIVE PURCHASING/VENDOR AGREEMENT** Wisconsin Statutes (s. 16.73, Wis. Stats.) established authority to allow Wisconsin Municipalities to purchase from State contracts. For cooperative bidding purposes, a Vendor Agreement is highly desired for this RFB. Please complete the Vendor Document portion of this package and return with your bid. Additional units may be purchased by agreeing to extend the contract to other state agencies and municipalities.

- 1.7 ESUPPLIER REGISTRATION** Registration on the State of Wisconsin's eSupplier system (<http://esupplier.wi.gov>) is available free of charge to all businesses and organizations what want to sell to the state. Registration allows a vendor to:

- 1.7.1** Register for a bidder's list for commodities/services that the vendor wants to sell to the state.
- 1.7.2** Receive automatic email notifications each time a state agency, including the University of Wisconsin System, posts a request for bid (RFB) or request for proposal (RFP) with an estimated value over \$25,000 in their designated commodity/service area(s).
- 1.7.3** Only vendors with a valid email address at the time the RFB/RFP is posted will receive email notifications of addendums/amendments. Vendors who obtain the RFB/RFP from a third party, though a public notice website (<http://publicnotices/wi.gov>) or other means assume responsibility for checking for updates on VendorNet to the RFB/RFP.
- 1.7.4** To obtain information on the state's bidder registration, please visit the eSupplier website at <http://esupplier.wi.gov> Assistance is available from the eSupplier information center at 1-800-482-7813, or in the Madison Area at 608-264-7898.

## 2.0 BID PROCEDURES AND INSTRUCTIONS

- 2.1 REASONABLE ACCOMMODATIONS** the Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a bid opening/vendor conference, contact Kevin Diehl, Purchasing Agent, [kevin.diehl@dot.wi.gov](mailto:kevin.diehl@dot.wi.gov) or 608-261-0124
- 2.2 BID REQUIREMENTS** Submit a hard copy of the original or file through eSupplier and a copy of the following required materials-Failure to provide these documents with your bid submittal may disqualify your bid. WisDOT encourages all bidders to print their submission double sided to save paper.
- 2.2.1** Bid signature page
  - 2.2.2** Bidder Required Form (DOA 3832)
  - 2.2.3** Addendum signature Page, if applicable
  - 2.2.4** Vendor responsibilities for delivery, inspection, and acceptance
  - 2.2.5** Price sheet (Excel document)
  - 2.2.6** Bid opportunity list
  - 2.2.7** Signed Federal certifications
  - 2.2.8** Vehicle information per specification requirements
  - 2.2.9** Two copies of complete specifications and a descriptive brochure or detail for the vehicle bid
  - 2.2.10** Manufacture's/Bidder's warranty statement
  - 2.2.11** An electronic device with an identical copy of the bid documents. This should be an USB flash drive.
  - 2.2.12** An electronic device with the redacted version of the bid documents (see 2.14).
- 2.3 BID SUBMISSION** Vendors must submit a sealed original, marked as such, and **one copy** of all materials required for acceptance of their bid by the deadline shown on the Request for Bid form to:

**Address**

WI Department of Transportation  
 4822 Madison Yards Way, 8<sup>th</sup> Floor South  
 Purchasing Unit  
 Madison, WI  
 53705



**2.3.1** Bids must be received by the purchasing agent in the above office. All bids must be time-stamped in by the State Purchasing Office prior to the stated opening time. Bids not so stamped will be considered late. Receipt of a bid by the State mail system does not constitute receipt of a bid by the State Purchasing Office, for purposes of this request for bids. Faxed and emailed bids are not accepted.

**2.3.2** All bids must be packaged, sealed, and show the following information on the **outside** of the package. Failure to put this information on the outside of the package may delay routing to the correct room and person.

- 2.3.2.1** Vendor's name and address
- 2.3.2.2** Purchasing agent's name: Kevin Diehl
- 2.3.2.3** RFB Title: Human Service Vehicles – Minivan and Transit Vehicles
- 2.3.2.4** RFB Number: 510164
- 2.3.2.5** Bid Due Date: June 27<sup>th</sup>, 2018 @2pm

**2.4 METHOD OF AWARD** The bid award will be made to the responsive and responsible bidder with the lowest total unit price for the first year of the contract.

**2.5 CALENDAR OF EVENTS** Listed below are important dates and times by which actions related to this Request for Bids (RFB) must be completed. In the event that the State finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFB.

Date	Event
06/06/2018	Last day for submitting "Approved Equal" requests and written questions
06/13/2018	Amendments will be Posted to eSupplier which will include answers to "Approved Equal" requests, answers to questions, and/or revisions to the solicitation
06/27/2018	Bid(s) due date
06/27/2018	Bid(s) opening at New Hill Farms at 2pm

**2.6 UNIT PRICE** Vendors must submit a total "unit price" in accordance with the specifications, special conditions, and bid document. Enter the unit price for each applicable item on the respective line on the attached "Bid Price Sheet" APPENDIX H (Excel form). All prices must be quoted in U.S. dollars.

**2.6.1** The quantity of "1 each" listed for the line item on the bid unit price sheet does not necessarily represent the quantity to be ordered, but are for bid unit price evaluation purposes only.

**2.6.2** For purposes of calculating the rate for option years for this RFB, include an annual rate increase of 1% each year for the remaining four option years (automatically calculated in the Excel document). **These rates are for evaluation and FTA procurement requirement purposes only and do not affect or will be totaled to determine the lowest responsible bid price.**

**2.6.3** Price quoted should include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to the outlined specifications.

**2.6.3.1** It is the intention of these specifications to provide and require a complete vehicle of the type prescribed ready for immediate operation.

**2.6.3.2** Any items omitted from the specification that are clearly necessary for the completion and operation of such equipment and its appurtenances shall be considered a portion of such equipment although not directly specified or called for in the specifications.

**2.7 ESTIMATED QUANTITIES** Estimations for WisDOT's projected needs are detailed below. These numbers are estimates only and do not guarantee a minimum or maximum number of vehicles ordered off the contract as programs and funding are ongoing and subject to change. Estimates are based on the number of vehicles ordered and delivered from the HSV contract in CY2017.

	<b>Contract Year</b>	<b>Optional Yr. 1</b>	<b>Optional Yr. 2</b>	<b>Optional Yr. 3</b>	<b>Optional Yr. 4</b>
<b>Vehicle Type</b>	<b>June 2018 – June 2019</b>	<b>June 2019 – June 2020</b>	<b>June 2020 – June 2021</b>	<b>June 2021 – June 2022</b>	<b>June 2022 – June 2023</b>
Minivan Side	20	20	20	20	20
Minivan Rear	30	30	30	30	30
2.8 Transit/ Bariatric	5	10	10	10	10

**ERNATE BIDS** Any alternate bid must be in compliance with the Approved Equals and Specifications in 2.12 All approved alternate bids must be submitted on a separate itemized bid sheet, identified as an alternate, and with vendor name and bid number on each page submitted.

**2.9 SIGNED REQUEST FOR BID SHEET:** Submit with bid a signed and completed Page 1 of this Request for Bid and all certifications required for bid submittal. Bids submitted in response to this RFB must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

By submitting a signed bid, the vendor's signatories certify that in connection with this procurement:

**2.9.1** the vendor's organization or an agent of the vendor's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition

**2.9.2** the prices quoted in the bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and

**2.9.3** no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

**2.10 MULTIPLE BIDS** Multiple bids from a vendor will be permissible, however each bid must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple bids. If submitting multiple bids, vendor must mail in responses, not submit through eSupplier.

**2.10.1** Vendor has to submit all document and certificates for each bid submission in separate packets and cannot double up on submitting one packet of required information for multiple bids.

**2.11 INCURRING COSTS,** the State of Wisconsin is not liable for any cost incurred by a vendor in the process of responding to this RFB.

**2.12 QUESTIONS AND APPROVED EQUAL REQUESTS** Any questions or approved equal requests concerning this RFB must be submitted in writing on or before 1:00 p.m. (CST), June 6, 2018 to: Kevin.Diehl@dot.wi.gov

- 2.12.1** Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFB document or the attached State of Wisconsin Contract at this point in the RFB process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the above-named individual of such error and request modification or clarification of the RFB document.
- 2.12.2** When not bidding on all particulars as specified, the bidder may offer that product to be an "or equal" product. All "or equal" alternate bids shall be pre-approved by a formal written bid amendment. Any requests must be fully supported by technical data, test results, or other pertinent information or evidence that the substitute offered is equal or better than the specification requirement.
- Failure to provide product information by June, 6, 2018 will result in disqualification of the "or equal" alternate bid. The Department of Transportation will be the sole judge of equivalency and acceptability.
- 2.12.3** In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on eSupplier.
- 2.12.4** From the date of release of this RFB, until a Letter of Intent is issued, all contacts with Department of Transportation regarding this RFB shall be made through the Purchasing Section. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other considerations.
- 2.12.5** Each bid shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.
- 2.13 NEWS RELEASES** News releases pertaining to the RFB or to the acceptance, rejection, or evaluation of bids shall not be made without the prior written approval of the State.
- 2.14 WISCONSIN PUBLIC RECORDS LAW** WisDOT and all records it retains are subject to Wisconsin Public Records law, sec. 19.31, et seq, Wis. Stats. WisDOT will advise bidder request for records it has designated as proprietary or confidential.
- 2.15 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION** If the bidder designates any information in the bid as proprietary and/or confidential, the bidder must submit, in addition to the copies listed in 2.2, one electronic copy of the bid with all proprietary and/or information redacted. This copy should be clearly marked as "REDACTED COPY" and submitted in the package containing the original bid(s). The documents should be saved as a Microsoft Word, Adobe PDF, or Microsoft Excel format and saved onto a USB flash drive.
- 2.16 ORDER OF PRECEDENCE** In the event of contract award, the contents of the RFB (including attachments), RFB addenda and revisions, the bid response from successful bidder, and additional terms agreed to, in writing, by WisDOT and the contractor shall become part of the contract.
- 2.16.1** The following priority for contract documents will be used if there are conflicts or disputes:
- 2.16.1.1** First, contract award document
  - 2.16.1.2** Second, official purchase order
  - 2.16.1.3** Third, bid response as accepted by WisDOT
  - 2.16.1.4** Fourth, WisDOT request for bid

### 3.0 BID ACCEPTANCE, EVALUATION AND CONTRACT AWARD

- 3.1 BID OPENING** Bids will be opened at 2pm (CST) on June 27, 2018 at 4822 Madison Yards Way, Madison, WI 53705, Only the names of the bidders may be read aloud at that time.
- 3.2 BID ACCEPTANCE** Bids which do not comply with instructions or are unable to comply with specifications contained in this RFB may be rejected by the State. The State may request reports on a vendor's financial stability and if financial stability is not substantiated may reject a vendor's bid. The State retains the right to accept or reject any or all bids, or accept or reject any part of a bid deemed to be in the best interest of the State. The State shall be the sole judge as to compliance with the instructions contained in this RFB.
- 3.3 BID EVALUATION:** Bids will be evaluated by the Department's purchasing agent and program manager to verify that they will meet all specified requirements in this RFB. This verification may include requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed products(s) and/or service(s), and reviewing results of past awards to the vendor by the State of Wisconsin.
- 3.4 RE-SOLICIT BID** Purchasing reserves the right to reject any or all bids and to re-advertise solicitation if necessary.
- 3.5 NOTIFICATION OF INTENT TO AWARD:** Any vendors who respond to this RFB, with a bid, will be notified in writing of the State's intent to award the contract(s) as a result of this RFB.
- 3.6 APPEALS PROCESS: (NOTE: PUT IN FOR SERVICES ONLY)** The appeals procedure applies to only those requests for bids that are greater than \$50,000. Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with:

**Address:**

WI Department of Transportation  
4822 Madison Yards Way, 8<sup>th</sup> Floor South  
Purchasing Unit  
Madison, WI  
53705

- 3.6.1** Written intent to protest must be received in his/her office no later than five (5) working days after the notices of intent to award are issued.
- 3.6.2** The written protest must be received in his/her office no later than ten (10) working days after the notices of intent to award are issued.
- 3.6.3** The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency, provided the appeal alleges a violation of a statute or a provision of the Wisconsin Administrative Code.
- 3.6.4** Subsequent protests can be submitted to: Federal Transit Administration, Region V Office, 200 West Adams Street, Suite 320, Chicago, Illinois 60606.

**3.7 CONTRACT AWARD** Contracts will be signed between WisDOT and the Vendor after the protest period is over. The Department will send a contract for the Vendor to sign and will return an executed copy.

**3.7.1** Vendors cannot accept purchase orders from sub-recipients until contracts are executed by WisDOT.

## **4.0 SPECIAL TERMS AND CONDITIONS**

**4.1 ORDERING** Successful bidders awarded a contract by the Wisconsin Department of Transportation will receive purchase orders from WisDOT Transit Staff and/or sub-recipients as needed during the contract term. There is no set schedule in place for purchase orders to be sent.

**4.1.1** Additional ordering from municipalities may occur provided a contract is active. WisDOT approval must be granted prior to the contractor's acceptance of a purchase order.

**4.1.2** Purchase orders should be made on a vehicle-by-vehicle basis

**4.2 DELIVERY** All documents must show the legal name of the sub-recipient. Below is a general list of required documents that may change depending on funding program and sub-recipient.

**4.2.1** When a delivery date cannot be met, vendors will contact WisDOT in writing a minimum of 15 days prior to the expected delivery date. Purchase orders or contracts may be cancelled without any cost or penalty to the ordering agency if the delivery is late or not revised in writing by WisDOT.

**4.2.2** The vehicle shall be delivered FOB to the destination shown on the purchase order, fully equipped in accordance with the specifications and proposal.

**4.2.3** Prior notice of intent to deliver vehicles must be given, at least one day in advance, to the contact person designated by the WisDOT Transit Section on its purchase order, during normal business hours

**4.2.3.1** Required delivery documents may change by funding program, type, and sub-recipient, so it is best to check with Transit Staff before vehicle is delivered.

**4.2.4** Certificate of Origin/Manufacturer's Certificate for the chassis

**4.2.5** Buy America Certificate and Documentation

**4.2.5.1** A final list of major components and sub-assemblies made in the U.S. and the calculated percentage for each item of total manufacturer's cost. Supplier can furnish this list, but must list percentages of components in the federal certificates in Appendix F

**4.2.5.2** The final assembly location (city, state, country)

**4.2.5.3** A list of the actual activities that took place during the final assembly

**4.2.5.4** The total cost of final assembly.

**4.2.6** FMVSS Certificate and Documentation

**4.2.6.1** Show sub-recipient location of FMVSS sticker

**4.2.7** Purchasers Certificate

2018 Human Service Vehicle Solicitation – Minivans and Transit Vehicle

#### 4.2.8 WisDOT Transit Delivery Documents

**4.2.9** An invoice must be sent to the organization named on the purchase order and WisDOT Transit staff before delivery is made or must be delivered with the vehicle

**4.2.9.1** Be sure to list any additional add-on items and registration fees on a separate invoice sheet.

**4.2.10** Vendor shall complete the Application of Title for sub-recipient (MV-1 or MV-11) and show WisDOT has the lien holder. Secured party number is 039337 and the address is WisDOT Bureau of Transit, Local Roads, Railroads and Harbors, 4822 Madison Yards Way, P.O. Box 7913, Madison, WI 53705.

**4.2.10.1** Vendor shall also provide the recipient with a temporary license plate.

**4.2.11** The vehicle is to be delivered having been properly serviced, including all lubricants (grease and oil) and fluids filled to the proper level; properly serviced shall mean the doors shall have been checked and properly adjusted, fittings are all accounted for, and all other mechanical adjustments made, so that the vehicle is fit and able to be put into immediate service.

**4.2.12** The authorized representative (which may be the truck transport delivery driver) present at the time of delivery must be able to educate the sub-recipient on the vehicle's features and must be able to demonstrate the vehicle's subsystems and equipment.

**4.2.13** At the time of delivery, the fuel tank must be a least one-fourth (1/4) full as indicated on the fuel gauge; if dual fuel tanks are present, the vehicle must have at least one-fourth (1/4) tank in each tank.

**4.3 SUPPORT DELIVERY DOCUMENTS** The following materials must accompany each delivered vehicle. Appendix E will have additional details on vehicle delivery and a checklist; updated delivery documents may be sent by Program Managers closer to the date of delivery. The omission of any of these materials may result in the vehicle not accepted.

**4.3.1** Warranty for vehicle and subsystems (see section 4.4)

**4.3.2** Owner's manual

**4.3.3** Scaled and dimensioned floor plans

**4.3.4** A copy of detailed maintenance and inspection schedule for the vehicle subsystems

**4.3.5** A label placed on the inside of the glove compartment or driver storage area of the vehicle giving a telephone number to call for technical assistance regarding the vehicle

**4.3.6** Written or video instructions on the use of mobility aid restraints and securement systems

**4.3.7** Written instructions on how to deploy and stow ramp that includes details regarding the ramp interlock system

**4.3.8** "as built" electrical manual

**4.3.9** "as built" parts manual

**4.3.10** Alignment report

#### 4.4 WARRANTY

- 4.4.1** All warranty work shall be at no cost to the sub-recipient or WisDOT and should be conducted so as to minimize the vehicle's out-of-transit service time
- 4.4.2** An owner's care book shall also be included with each vehicle; a copy of a detailed maintenance and inspection schedule supplied by the respective manufacturers of the vehicle and its subsystems (e.g. wheelchair ramp, etc.) shall be included with each vehicle.
- 4.4.3** A properly executed warranty must be delivered with each vehicle.
- 4.4.4** Bumper-to-bumper warranty shall apply for three years or 36,000 miles after delivery, whichever comes first.
- 4.4.4.1** This includes the vehicle body structure and internal structural elements of the vehicle be warranted against defects and loss of structural integrity (including corrosion damage) and fatigue failure.
- 4.4.4.2** Applies to all internal structure components that constitute the passenger compartment
- 4.4.4.2.1** any portion of the chassis that has been modified and integrated with the passenger compartment
- 4.4.4.2.2** the windshield frame (including area on both sides of the front cowling)
- 4.4.4.2.3** the driver's door and door frame
- 4.4.4.2.4** the chassis frame rails that support the passenger compartment
- 4.4.5** Corrosion protection warranty shall warrant that the vehicle be free of corrosion for five years or 100,000 miles.
- 4.4.5.1** This requirement does not apply to superficial corrosion to undercarriage components.
- 4.4.6** Non-OEM warranties (if provided) shall be free of defects as follows:
- 4.4.6.1** Alternator/Voltage Regulator – three years or 50,000 miles
- 4.4.6.2** Exterior LED lights – five years or 100,000 miles
- 4.4.6.3** HVAC System – three years or 50,000 miles
- 4.4.6.4** Wheelchair Ramp – three years or 36,000 miles (parts and labor) and five years or 100,000 miles for corrosion
- 4.4.7** All other equipment furnished under this contract shall be warranted for a minimum period of one year, regardless of mileage and include any defective materials and workmanship.
- 4.4.8** Where accessories are supplied, they must be compatible with the rest of the product warranties.
- 4.4.9** All warranty work must be performed within ten calendar days after the contractor or his designated dealer services receives the vehicle.

- 4.4.10** Vehicles delivered by driving them will have the warranty begin at the actual vehicle mileage at the time of final delivery at the sub-recipient's location; dealer is responsible for submitting chassis manufacturers Delayed Warranty Start application
- 4.4.11** If warranty work is required that cannot be repaired through normal efforts by a local dealer at the sub-recipient's location (after the final acceptance of the delivered vehicle, which includes thorough inspection and verification of equipment ordered and condition of the vehicle, and during the 3 year/36,000 miles after delivery bumper-to-bumper warranty period)
- 4.4.12** Sub-recipient shall consult with bidder to locate the nearest repair facility that can provide the repairs.
- 4.4.13** **A complete warranty plan shall be provided at bid submittal and, at minimum, shall address the following warranty activities**
- 4.4.13.1** Extension of the warranty period (i.e., due to lack of parts or information needed to complete the warranty repair).
  - 4.4.13.2** Conditions that cause voiding of the warranty
  - 4.4.13.3** Exceptions and additions to warranty (i.e., normal wear and tear, etc.)
  - 4.4.13.4** Procedures to follow when a warranty defect is detected
  - 4.4.13.5** Repair procedures including repairs performed by the vendor and repairs to be performed by the sub-recipient and how parts are to be supplied and which defective components are to be returned or examined by the vendor.
  - 4.4.13.6** Procedures for filing failure analysis reports of safety-related parts or major components removed from vehicles under the warranty period by the vendor to determine if a fleet defect could affect fleet operation
  - 4.4.13.7** Reimbursement for parts and labor
  - 4.4.13.8** Identification of locations/facilities for warranty repairs
  - 4.4.13.9** Maximum response time for delivery of OEM and non-OEM parts that are not in stock at warrant repair facilities
  - 4.4.13.10** Each vehicle delivered with warranty cards or such documents as are needed by the owner to obtain warranty services.
- 4.5 STATE PATROL INSPECTION** All vehicles specified in this document will be operated as "Human Service Vehicles" adhering to state standards covering design, constructions, and equipment of these vehicles as stated in Wisconsin Administrative Code, Chapter Trans 301.
- 4.5.1** All vehicles are subject to annual HSV inspections performed by the Wisconsin State Patrol (per s. 110.05, Wis. Stats.). The dealer will be responsible for correcting defects or code violations cited by Wisconsin State Patrol Inspector during an initial HSV inspection if the Department concludes that they were present when the vehicle was delivered and did not adhere to Trans 301.
- 4.6 REBATES** All bid prices are to be net to the Wisconsin Department of Transportation, including any applicable rebates or any price incentives. WisDOT will assign any rebates to the dealer/bidder, but shall



only sign any rebate form and shall not be responsible for any further activity in pursuit of the bidder receiving any rebate or incentive.

**4.7 FIRM CONTRACT PRICING** Price changes for each optional additional year will be determined at the end of the first year of the contract, and the end of any additional optional year renewals. Any change in price will be determined by using the Producer Price Index (PPI) line 1413 "Truck and Bus Bodies" from the Bureau of Labor Statistics (BLS) <http://www.bls.gov/ppi/>

**4.7.1** The 1 percent increase that is programmed into the Price Sheet Excel form is for procurement requirements only and will not be used to calculate future option year prices, only the PPI.

**4.8 OPTIONAL YEAR RENEWALS** Initial contract term shall be for one year, with four 1-year additional optional years. Prices for optional years will be determined as stated in 4.7.

**4.8.1** Vendors must also re-submit all required Federal (including Buy America, FMVSS, TVM, Purchaser's Agreement) and state documents to ensure that any new developments in the vehicles in the later years are still in compliance with federal and state regulations.

**4.8.1.1** It should be noted that FTA will require higher percentages of domestic content in all rolling stock vehicles in the next few years that is decided when the first vehicle from each contract is delivered

**4.8.1.1.1** 65 percent in FFY2018 and FFY2019

**4.8.1.1.2** 70 percent in FFY2020 and beyond

**4.9 CONTRACTOR MAJOR STRUCTURAL CHANGE** The contractor is required to provide the WisDOT Purchasing Section with a minimum of 90 days written advance notice of any planned or potential structural change resulting in a new entry (merger, buyout, acquisition, consolidation, etc.). The contractor may not assign the contract to the new entry without prior written approval from WisDOT, since the underlying procurement may be affected.

**4.10 CONTRACT CHANGES** WisDOT and vendor shall mutually agree when it is necessary to make changes in, additions to, or deletions from the work to be performed or the material to be furnished pursuant to applicable federal standards, laws and regulations, state vehicle regulations and laws, and the provisions of the contract documents.

**4.10.1** Any such changes which affect the contract price shall require approval by the Purchasing Unit.

## 5.0 PERFORMANCE REQUIREMENTS

### 5.0 GENERAL PERFORMANCE SPECIFICATIONS

**5.0.1** All proposed equipment must be capable of performing at an effectiveness level in accordance with manufacturer's specifications.

**5.0.2** All proposed equipment must be capable of performing all operations in accordance with manufacturer's advertised data sheets and technical publications.

**5.0.3** ASTM and American Welding Society welding standards and procedures

**5.1 STATE SAFETY REQUIREMENTS** All vehicles and equipment must conform to design and construction standards as stated in Trans 301 – Wisconsin Administrative Code. Additional details in vehicle spec section.

**5.2 FEDERAL SAFETY REQUIREMENTS** All vehicles and equipment must conform to design and construction standards listed below.

**5.2.1** Federal Motor Vehicle Safety Standards (FMVSS), including FMVSS 403 and FMVSS 404 regarding lift interlock devices

**5.2.2** 36 CFR Part 1192 and ADA

**5.2.3** 49 CFR Part 571

**5.2.4** 49 CRR Part 393

**5.2.5** SAE J2249

**5.2.6** 49 CFR 665

**5.2.7** FTA Bus Testing (Altoona Testing). Vendor may submit a hard or digital copy of test with bid.

## **6.0 COST, PAYMENT, AND CONDITION OF SALE INFORMATION**

**6.0 PRICING** Vendors must fully complete the cost sheet in APPENDIX H (Excel form).

**6.1 PAYMENT** Depending on program award funding source, payment will be made to vendors by the Wisconsin Department of Transportation or the sub-recipient when the vehicle and vehicle documents are delivered and accepted.

**6.1.1** All purchase orders must be issued by or approved by the Wisconsin Department of Transportation

**6.1.1.1** Transit Program Managers will inform vendor if payment will be from the Department or from the sub-recipient at the time the purchase order is placed.

**6.2 CONDITION OF SALE** Vehicles that have not met all required documents, certifications, and/or specifications will not be eligible for sale by vendor or payment by WisDOT.

## **7.0 TERMS AND CONDITIONS**

**7.0 BASIC STATE TERMS AND CONDITIONS** The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any proposal submitted responding to this RFB (Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681)) attached below. Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

**7.0.1** State 85.22 funds may be used to purchase vehicles off this contract

**7.1 FEDERAL FUNDING AND SPECIAL REQUIREMENTS** Federal grant monies fund this contract, in whole or in part (Section 5311, Section 5310, Section 5307 and Section 5339 – CFDA 20.509, 20.513, 20.507, and 20.526).

**7.1.1** As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements.

- 7.1.1.1 This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications
- 7.1.1.2 Requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS).

**7.1.2** It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract.

**7.1.3** A list of the Federal clauses and certifications applicable to this procurement is included at APPENDIX G and the full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is:  
<http://www.nationalrtap.org/home.aspx>

**7.2 CANCELLATION AND TERMINATION** This contract may be terminated by either party under the following conditions:

**7.2.1** WisDOT may terminate the contract at any time as its sole discretion by delivering 15 days written notice to the contractor. If the problem is service performance, contractor will be warned either verbally or in writing of unsatisfactory performance and intent to cancel this contract.

Contractor will be given a period to "cure" the performance. If the performance does not improve, contractor will be given 15 days written notice that the contract will be cancelled.

Upon termination, WisDOT's liability will be limited to the pro rata cost of the services performed as the date of termination.

**7.2.2** In the event the contractor terminates the contract, for any reason whatsoever, it will require a written certified letter notification delivered to the WisDOT Purchasing Agent no less than 60 days prior to said termination.

The contractor will, in turn, refund the Department (within 30 days of said termination) all payments made hereunder by the Department to the contractor for work not completed.

**7.2.3** If at any time to maintain the required Certifications of Insurance, Permits, Licenses, and Blanket Fidelity Bond, Federal Certifications, and State Certifications shall be cause for contract termination. If the contractor fails to maintain and keep in force the insurance as provided in the Standard Terms and Conditions, WisDOT has the right to cancel and terminate the contract without notice. Please see attachment for mandatory insurance requirements

**7.2.4** If at any time the contractor's performance threatens the health and/or safety of WisDOT, WisDOT has the right to cancel and terminate the contract without notice.

**7.2.5** If at any time a petition in bankruptcy shall be filed against the contractor and such petition is not dismissed within 90 days, or if a receiver or trustee of contractor's property is appointed and such appointment is not vacated within 90 days, WisDOT has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate this contract by giving 90 calendar days' notice in writing of such termination.

**7.2.6** Upon cancellation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/agreement and the transfer of all

aspects hereof, tangible or intangible, as may be necessary for the orderly, nondisruptive business continuation of each party.

**7.3 CERTIFICATION FOR COLLECTION OF SALES AND USE TAX** The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s.77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

**7.4 CONFIDENTIALITY**

**7.4.1** The contractor acknowledges that some of the data and documentation may become privy to the performance of this contract is of a confidential nature. Contractor shall make all reasonable efforts to ensure that it is or its employees and subcontractors do not disseminate such confidential information.

**7.4.2** Contractor or its employees may not reuse, sell, or make available, or make use in any format the data researched or compiled for this contract for any venture (profitable or not) outside this contract.

**7.4.3** Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or the manufacturer's, bidder's, or distributor's whereby contractor or any contractor's personal may gain access while engaged by the State or while on State premises.

**7.4.4** The restrictions herein shall survive the termination of this contract for any reason and shall continue in full force and effect and shall be binding upon the contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this contract on behalf of or under the rights of contractor following any termination. Contractor shall advise all contractor's agents, employees, successors, assigns, and subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by contractor, its agents, employees, successors, assigns, and subcontractors regarding the restrictions herein.



**Standard Terms And Conditions  
(Request For Bids / Proposals)**

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the

purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the

State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured

or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

**21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

**22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

**23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:

**23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

**23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

**23.3** The state reserves the right to require higher or lower limits where warranted.

**24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

**25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

**26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

**27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

**27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

**27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

**29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

**30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

**31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other sub-units, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

**32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

**33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is

transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 267-7577.

**34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

**35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.





**Supplemental Standard Terms and Conditions  
 for Procurements for Services**

**1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

**2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

**2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

**2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

**2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

**2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein,

but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

**3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

**3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

**3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

**4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This

prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance

with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor. The contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state

# APPENDIX A – VENDOR INFORMATION

State of Wisconsin  
DOA-3478 (R12/96)

Bid / Proposal # 510164

1. BIDDING / PROPOSING COMPANY NAME A & J COMMERCIAL  
 FEIN 39-1509029  
 Phone (920) 775-9333 Toll Free Phone (888) 775-7750  
 FAX (920) 775-4104 E-Mail Address johns@aandjvans.com  
 Address 333 W. WASHINGTON STREET  
 City VALDERS State WI Zip + 4 54245-0340

2. Name the person to contact for questions concerning this bid / proposal.

Name John V. Smith Title Commercial Manger  
 Phone (920) 901-4234 Toll Free Phone (888) 775-7750  
 FAX (920) 775-4104 E-Mail Address johns@aandjvans.com  
 Address 333 W. WASHINGTON STREET  
 City VALDERS State WI Zip + 4 54245-0340

3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.

Name Jackie Brennan Title Executive Assistant  
 Phone (920) 775-9333 Toll Free Phone (888) 775-7750  
 FAX (920) 775-4104 E-Mail Address rental@aandjvans.com  
 Address 333 W. WASHINGTON STREET  
 City VALDERS State WI Zip + 4 54245-0340

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.

Name John V. Smith Title Commercial Manager  
 Phone (920) 901-4234 Toll Free Phone (888) 775-7750  
 FAX (920) 775-4104 E-Mail Address johns@aandjvans.com  
 Address 333 W. WASHINGTON STREET  
 City VALDERS State WI Zip + 4 54245-0340

5. CEO / President Name Corey J. Kupsh

This document can be made available in accessible formats to qualified individuals with disabilities.

## APPENDIX B – VENDOR REFERENCE

State of Wisconsin  
DOA-3477 (R05/98)

Bid # 510164

Commodity / Service Minivan, Side Load Entry**FOR VENDOR:** A & J COMMERCIAL

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

**Company Name** INNOVATIVE SERVICES, INC.Address (include Zip + 4) 445 S. MADISON STREET, GREEN BAY, WI 54301Contact Person NICOLE WAGNER Phone No. 920-431-0962Product(s) and/or Service(s) Used REAR ENTRY MINIVANS & TRANSIT FULL SIZE**Company Name** CLARITY CAREAddress (include Zip + 4) 424 WASHINGTON AVE., OSHKOSH, WI 54901Contact Person JEFF STARK Phone No. 920-236-6560Product(s) and/or Service(s) Used TRANSIT FULL SIZE VANS**Company Name** ORP FLEET, LLCAddress (include Zip + 4) 1746 EXECUTIVE DR., OCONOMOWOC, WI 53063Contact Person TOM KOSTRIVAS Phone No. 414-333-1269Product(s) and/or Service(s) Used TRANSIT FULL SIZE VANS**Company Name** VAN GO TAXI, LLCAddress (include Zip + 4) 105 E. 2ND STREET, WAUNAKEE, WI 53597Contact Person JOHN VANDERBLOEMEN Phone No. (608) 849-7070Product(s) and/or Service(s) Used REAR ENTRY MINIVANS

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2018 Human Service Vehicle Solicitation – Minivans and Transit Vehicle

# APPENDIX C – VENDOR AGREEMENT

State of Wisconsin  
Department of Administration  
DOA-3333 (R03/2004)



Division of State Agency Services  
State Bureau of Procurement

## Vendor Agreement Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

Interested municipalities will contact the contractor directly to place orders referencing the state agency contract number; and are responsible for receipt, acceptance, inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below. A vendor's decision on participating in this service has no effect on awarding this contract.

**Mandatory:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.

**Optional:** Bidders/Proposers may or may not agree to furnish the commodities or services of this bid / proposal to Wisconsin municipalities.

A vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities. **Vendor: please check one of the following boxes in response.**

**I Agree** to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

**I Do Not Agree** to furnish the commodities or services to Wisconsin municipalities.

Name	Date	Signature
John V. Smith	6/26/2018	
Title	Phone	Email
Commercial Manager	920-901-4234	johns@aandjvans.com
Company Name	Bid Number	Commodity/Service
A & J Commercial	510164	MINVAN, SIDE LOAD ENTRY
Any Special Conditions		

This form can be made available in accessible formats upon request to qualified individuals with disabilities

## APPENDIX D – BID OPPORTUNITY LIST

INSTRUCTIONS: 49 Code of Federal Regulations Part 26.11 requires the Wisconsin Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to show all firms that are participating, or attempting to participate on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials and supplies on DOT-assisted projects, including DBEs and non-DBEs. For consulting companies, this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project.

**Vendors must complete and submit this form with all bids**

### PRIME CONTRACTOR

<b>Firm Name</b>	<b>City</b>	<b>State</b>
A & J VANS, INC. d.b.a. A & J COMMERCIAL	VALDERS	WI
<b>Phone</b>	<b>Email</b>	<b>DBE Status</b>
920-775-9333	johns@aandjvans.com	NONE
<b>Age of Firm</b>	<b>Type of Work</b>	
43 YEARS	Modifier of vehicles for persons with disabilities, dealer of accessible vehicle	
<b>Annual Gross Receipts</b>	<input type="checkbox"/>	<input type="checkbox"/>
< \$500,000	\$500,000 - \$1,000,000	\$1,000,001 - \$2,000,000
\$2,000,001 - \$5,000,000	> \$5,000,000	XX

### SUB CONTRACTOR (copy page if additional sub-contractors)

<b>Firm Name</b>	<b>City</b>	<b>State</b>
BRAUN CORPORATION	WINAMAC	IN
<b>Phone</b>	<b>Email</b>	<b>DBE Status</b>
800-946-7513		YES
<b>Age of Firm</b>	<b>Type of Work</b>	
45 YEARS	Manufacturer of products and vehicles for persons with disabilities	
<b>Annual Gross Receipts</b>	<input type="checkbox"/>	<input type="checkbox"/>
< \$500,000	\$500,000 - \$1,000,000	\$1,000,001 - \$2,000,000
\$2,000,001 - \$5,000,000	> \$5,000,000	XX

## APPENDIX E – VENDOR CHECKLIST FOR DELIVERY

The Wisconsin Department of Transportation will approve properly submitted invoices for payment upon receipt of written vehicle acceptance and required delivery documents from sub-recipient. Sub-recipient will inspect the vehicle upon delivery and contact Vendor directly to correct deficiencies.

### Before Delivery

- Make an appointment with sub-recipient to arrange time and place of delivery
- Send invoice and communicate via email delivery date to Transit Section Program Manager, Procurement Manager, and sub-recipient at least 1 day before delivery

### Delivery Day – Vehicle shall be fully equipped and in accordance with specifications and proposal

- Instruct sub-recipient on operation of vehicle and equipment
- Show sub-recipient FMVSS sticker location
- Provide sub-recipient and Transit Staff Post-Delivery FMVSS Documents
- Provide sub-recipient and Transit Staff Post-Delivery Buy America Documentation
- Provide sub-recipient and Transit Staff Certificate of Origin/Manufacturer's Certificate for the chassis
- Provide sub-recipient and Transit Staff Post-Delivery Purchasers Certificate
- Provide sub-recipient and Transit Staff copy of wheel alignment
- Provide sub-recipient all required warranties, user manuals, and training materials
- Complete Application for Title for sub-recipient (MV1 or MV11) and show WisDOT as a lien holder. Secured Party number 039337. Address is 4822 Madison Yards Way, P.O. Box 7913, Madison, WI 53705. Send copy to Transit Staff as well.
- Provide sub-recipient with a temporary license plate
- Remind sub-recipients about the requirement to have State Patrol inspect their HSV before their first plate renewal
- Gas tank should be at least ¼ full
- Arrange for correction of any identified defects or issues

### Post Delivery

- Assure any identified defects have been corrected
- Work with sub-recipient and WisDOT staff to receive prompt payment for vehicle

## APPENDIX F – PRE-AWARD FEDERAL CERTIFICATIONS

### INSTRUCTIONS

Complete all applicable certifications and return with your bid submission. All applicable certifications must be signed. Blank certifications that are required will result in a non-responsive bid.

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS FOR TRANSIT VEHICLE MANUFACTURERS (TVM)

The Contractor, subrecipient, or subcontractor 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 DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient seems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages, and/or
4. Disqualifying the contractor from bidding as non-responsible.

Each Subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, as a condition of being authorized to respond to this solicitation, the bidder on behalf of the Transit Vehicle Manufacturer, must certify by completing the form DBE Approval Certification, that the TVM has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.



### DBE Approval Certification

I hereby certify that the Transit Vehicle Manufacturer included in this bid has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

The Braun Corporation  
Manufacturer's Name

Scott Alexander Commercial Vehicle Inside Sales Manager  
Individual's Name Title

Scott Alexander June 15, 2018  
Authorized Signature Date

### 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.

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 \$100,000) 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 60 percent domestic content.

#### Buy American 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. There are two types of certifications:

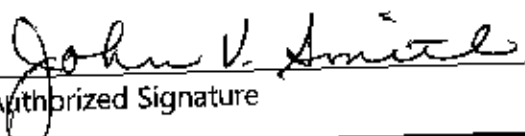
If the vehicles and related equipment that are offered are made in the U.S. or if the foreign content and final assembly location fall within the limits of the exception allowed by 49 U.S.C. 5323(j), complete the:

**"Certification of Compliance with 49 U.S.C. 5323(j)"**

If the vehicles and related equipment are not made in the U.S., but a vendor believes that the vehicles offered may possibly comply with the exceptions from "Buy America" that are set forth under 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D), complete the:

**"Certification of Non-Compliance with 49 U.S.C. 5323(j) "Exceptions to "Buy America"**

Exceptions can be granted only by the headquarters of the Federal Transit Administration upon request by the Wisconsin Department of Transportation. Vehicles and related equipment that do not comply with "Buy America" can only be purchased under a FTA approved exception. A vendor which anticipates noncompliance and submits a Certification of Non-Compliance will need to later be able to justify a request for an exception

<b>CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS</b>	
The bidder hereby certifies that it will comply with the requirements of Section 49 U.S.C. Section 5323(j)(2)(C), and the applicable regulations of 49 C.F.R. § 661.11:	
A & J Commercial	
Company's Name	
John V. Smith	Commercial Manager
Individual's Name	Title
	6/26/2018
Authorized Signature	Date

<b>For each vehicle supplied for this contract, the vendor attests that (CHECK ONE BOX)</b>	
XXXX	The subcomponents, as cost, are of U.S. origin or manufacture, is manufactured within the U.S., and will exceed the required Buy America percentages at the time of delivery. (65% FFY 2018 and 2019, 70% FFY 2020+) Final assembly (city and state): <u>WINAMAC, IN</u>
	The subcomponents, as cost, are of U.S. origin or manufacture, is manufactured within the U.S., but will be less than the Buy America percentages at the time of delivery. (65% FFY 2018 and 2019, 70% FFY 2020+) Final assembly (city and state): _____
	The vehicle contains subcomponents of domestic origin, however, the vehicle is NOT manufactured in the U.S. and attests that the U.S. content of subcomponents, by cost, is 71.21 %

## CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exemption to the requirement pursuant to 49 U.S.C. Section 5323(j)(2)(A), 5323(j)(2)(B), or and Section 5323(j)(2)(D), and the applicable regulations in 49 C.F.R. § 661.7.

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

The proposer 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 proposer 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 bake 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, the proposed total cost of final assembly.**

**Manufactures must submit documentation of the domestic content for each vehicle type. These documents should contain the required list of items under 49 C.F.R. part 661 and the additional information that is needed to satisfy all federal pre and post-delivery audit requirements. See Buy America Handbook as a reference. <https://www.transit.dot.gov/regulations-and-guidance/buy-america/buy-america-handbook>**

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

**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.

_____	
Company's Name	
_____	_____
Individual's Name	Title
_____	_____
Authorized Signature	Date

**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.

The manufacturer's self-certification information of compliance or a statement from the manufacturer of exemption from compliance must be submitted with the bid

**PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

The bidder hereby certifies that the vehicles to be provided:

MINIVAN, SIDE LOAD ENTRY

(the general description of vehicles) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, part 571 and that it has submitted the manufacturer's self-certification information with the bid as required by Title 49 C.F.R, Part 663 – Subpart D.

A & J Commercial

Company's Name

John V. Smith

Commercial Manager

Individual's Name

Title

*John V. Smith*

6/26/2018

Authorized Signature

Date

**PRE-AWARD CERTIFICATION OF FMVSS  
INAPPLICABILITY**

The bidder hereby certifies that the vehicles to be provided:

(general description of vehicles) will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571 and that it has submitted the manufacturer's statement of exemption with the bid.

Company's Name

Individual's Name

Title

Authorized Signature

Date

**BUS TESTING**

For Low-Floor Vans, Mini Buses, Medium Buses, Low-Floor Medium Buses and Large Buses Not Originally Built as School Buses

This procurement will use federal funds provided by the Federal Transit Administration (FTA), which makes the purchase of these vehicles subject to the bus testing requirements under 49 C.F.R., Part 665. Copies relevant federal regulations are attached to provide background information on this and other FTA requirements.

A vendor, whose response to this request for bids includes the above-mentioned types of vans and buses, must submit with the bid a completed Certificate of Compliance with the bus testing requirements and a copy of the test report.

**CERTIFICATE OF COMPLIANCE WITH 49 C.F.R. PART 665 – BUS TESTING**

The bidder hereby certifies that these low-floor vans and buses being offered in response to this request for bids are in compliance with the regulations in 49 C.F.R., Part 665 and that a copy of the test report or documentation that vehicles qualify for consideration under grandfathering has been provided with the bid.

A & J Commercial

Company's Name

John V. Smith

Commercial Manager

Individual's Name

Title

*John V. Smith*  
Authorized Signature

6/26/2018

Date

**LOBBYING - 31 U.S.C. 1352, 49 C.F.R. Part 19 & 49 C.F.R. 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 C.F.R. 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.

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

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

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

for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

### CERTIFICATE OF COMPLIANCE WITH LOBBYING

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

A & J Commercial

Company's Name

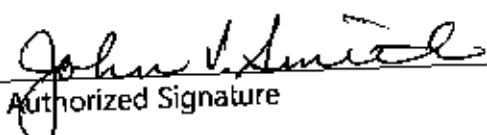
John V. Smith

Commercial Manager

Individual's Name

Title

6/26/2018

  
Authorized Signature

Date

### GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (Non-Procurement) 49 C.F.R. PART 29 and EXECUTIVE ORDER 12549

#### Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the state of Wisconsin may pursue available remedies,



including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the state of Wisconsin if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier, covered transaction, participant, persons, lower tier covered transaction, principal, proposal and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact the State of Wisconsin for assistance in obtaining a copy of those regulations
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the state of Wisconsin.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause title –Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the state of Wisconsin may pursue available remedies including suspension and/or debarment

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transaction"**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its principals [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

A & J Commercial

Company's Name

John V. Smith

Commercial Manager

Individual's Name

Title

*John V. Smith*

6/26/2018

Authorized Signature

Date

## APPENDIX G - FEDERAL CLAUSES

### **FEDERAL CLAUSES**

\*\* updated 09/2017

#### **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

##### **FTA Master Agreement**

Federal grant monies fund this contract, in whole or in part (Section 5310 – CFDA 20.513, Section 5311 – CFDA 20.509). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$100,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/home.aspx>.

#### **FLY AMERICA REQUIREMENTS**

**49 U.S.C. 540118  
41 CFR Part 301-10**

##### **Applicability to Contracts**

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

**Flow Down Requirements:** The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

**Model Clause/Language:** The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

**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.

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.- 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.

### **BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)**

**49 CFR Part 661**

#### **Applicability to Contracts**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

**Flow Down Requirements:** The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

**Mandatory Clause/Language:** The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

**Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

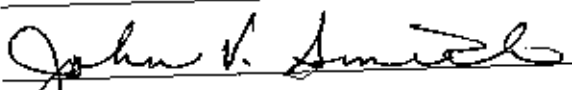
A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied

by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS.**

***Certificate of Compliance with 49 U.S.C. 5323(j)(1)***

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

Name John V. Smith  
Signature   
Title Commercial Manager  
Date 6/26/2018  
Company Name A & J Commercial

***Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)***

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

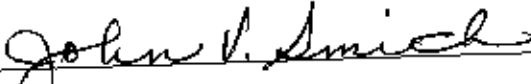
Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Company Name \_\_\_\_\_

**CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT.**

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

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

Name John V. Smith

Signature 

Title Commercial Manager

Date 6/26/2018

Company Name A & J Commercial

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

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

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

**CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. 1241  
46 CFR Part 381**

**Applicability to Contracts:** The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

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

### **ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.  
49 CFR Part 18**

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

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.

### **CLEAN WATER REQUIREMENTS**

**33 U.S.C. 1251**

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

**Flow Down Requirements:** The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

**Model Clause/Language:** While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

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

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

### **BUS TESTING**

**49 U.S.C. 5318(e)  
49 CFR Part 665**

**Applicability to Contracts:** The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

**Flow Down Requirement:** The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

**Model Clause/Language:** Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

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

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



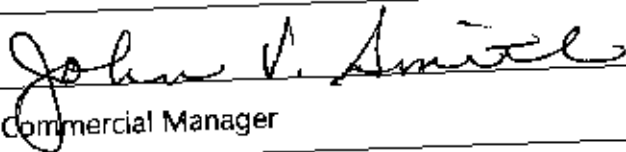
components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

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

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

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

Name John V. Smith

Signature 

Title Commercial Manager

Date 6/26/2018

Company Name A & J Commercial

**PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS**

49 U.S.C. 5323  
49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language: Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

Specific language for the Buy America certification is mandated by FTA regulation,

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

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

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

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

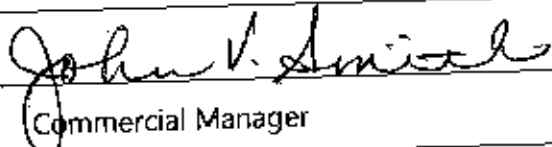
#### **BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

#### **Certificate of Compliance**

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

Name John V. Smith

Signature 

Title Commercial Manager

Date 6/26/2018

Company Name A & J Commercial

**Certificate of Non-Compliance**

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

Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Company Name \_\_\_\_\_

**LOBBYING**

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

**Applicability to Contracts:** The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

**Flow Down Requirement:** The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

**Mandatory Clause/Language:** Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq. ]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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.

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

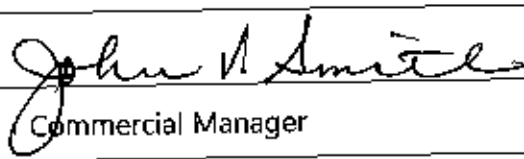
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Name John V. Smith

Signature 

Title Commercial Manager

Date 6/26/2018

Company Name A & J Commercial

### **ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**  
**18 CFR 18.36 (i)**  
**49 CFR 633.17**

**Applicability to Contracts:** Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

**Flow Down Requirement:** FTA does not require the inclusion of these requirements in subcontracts.

**Model Clause/Language:** The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

**Access to Records -** The following access to records requirements apply to this Contract:

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

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

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

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

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

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

7. FTA does not require the inclusion of these requirements in subcontracts.

## Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<p><u>I State Grantees</u></p> <p>a. Contracts below SAT (\$100,000)</p> <p>b. Contracts above \$100,000/Capital Projects</p>	<p>None</p> <p>None unless<sup>1</sup> non-competitive award</p>	<p>Those imposed on state pass thru to Contractor</p>	<p>None</p> <p>Yes, if non-competitive award or if funded thru<sup>2</sup> 5307/5309/5311</p>	<p>None</p> <p>None unless non-competitive award</p>	<p>None</p> <p>None unless non-competitive award</p>	<p>None</p> <p>None unless non-competitive award</p>
<p><u>II Non State Grantees</u></p> <p>a. Contracts below SAT (\$100,000)</p> <p>b. Contracts above \$100,000/Capital Projects</p>	<p>Yes<sup>3</sup></p> <p>Yes<sup>3</sup></p>	<p>Those imposed on non-state Grantee pass thru to Contractor</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

## **FEDERAL CHANGES**

### **49 CFR Part 18**

**Applicability to Contracts:** The Federal Changes requirement applies to all contracts.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

**Flow Down Requirement:** The Federal Changes requirement flows down appropriately to each applicable changed requirement.

**Model Clause/Language:** No specific language is mandated. The following language has been developed by FTA.

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.

## **CLEAN AIR**

### **42 U.S.C. 7401 et seq**

### **40 CFR 15.61**

### **49 CFR Part 18**

**Applicability to Contracts:** The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

**Flow Down Requirement:** The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

**Model Clauses/Language:** No specific language is required. FTA has proposed the following language.

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

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

## **RECYCLED PRODUCTS**



**42 U.S.C. 6962  
40 CFR Part 247  
Executive Order 12873**

**Applicability to Contracts:** The Recycled Products requirements apply to 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 fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

**Flow Down Requirement:** These requirements flow down to all to all contractor and subcontractor tiers.

**Model Clause/Language:** No specific clause is mandated, but FTA has developed the following language.

**Recovered Materials -** 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.

### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

#### **Background and Application**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

#### **CLAUSE LANGUAGE**

##### **Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may

require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

Applicability to Contracts Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

**No Obligation by the Federal Government.**

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

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS  
AND RELATED ACTS**

**31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307**

**Applicability to Contracts:** These requirements are applicable to all contracts.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

**Flow Down Requirement:** These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

**Model Clause/Language:** These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

**TERMINATION**

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

**Applicability to Contracts:** All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including

the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**Flow Down Requirement:** The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

**Model Clause/Language:** FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

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

b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

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

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

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

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

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

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

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

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

2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

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

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

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

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

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

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

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

#### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

**2 CFR part 180**

**2 CFR part 1200**

**2 CFR § 200.213**

**2 CFR part 200 Appendix II (I)**

**Executive Order 12549**

**Executive Order 12689**

**Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, 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) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

**Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

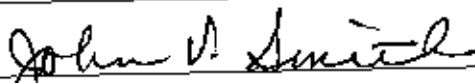
- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:  
The certification in this clause is a material representation of fact relied upon by the WisDOT. If it is later determined by the WisDOT that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the WisDOT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Name

John V. Smith

Signature



Title

Commercial Manager

Date

6/26/2018

Company  
Name

A &amp; J Commercial

### **CIVIL RIGHTS REQUIREMENTS**

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

**Applicability to Contracts:** The Civil Rights Requirements apply to all contracts.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

**Flow Down Requirement:** The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

**Model Clause/Language:** The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

#### **Civil Rights - The following requirements apply to the underlying contract:**

The following requirements apply to the underlying contract:

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

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

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.



(which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

### **BREACHES AND DISPUTE RESOLUTION**

#### **49 CFR Part 18 FTA Circular 4220.1F**

**Applicability to Contracts:** All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

**Flow Down:** The Breaches and Dispute Resolutions requirements flow down to all tiers.

**Model Clauses/Language:** FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

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

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

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

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

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

### DISADVANTAGED BUSINESS ENTERPRISE (DBE)

#### 49 CFR Part 26

Background and Applicability: The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

#### Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

#### Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.1 %.

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 DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as WisDOT deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 calendar days after the contractor's receipt of payment for that work from the WisDOT. In addition, is required to return any retainage payments to those subcontractors within 10 calendar days after incremental acceptance of the subcontractor's work by the WisDOT and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify WisDOT, 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 WisDOT.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

#### **FTA Circular 4220.1F**

**Applicability to Contracts:** The incorporation of FTA terms applies to all contracts.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

**Flow Down Requirement:** The incorporation of FTA terms has unlimited flow down.

**Model Clause/Language:** FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**ADA ACCESS****49 USC 531 (d)**

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

**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.

**WisDOT Human Service Minivan Side Load Entry Specifications  
3 Ambulatory, 1 Wheelchair, 1 Driver Configuration**

**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 CFR 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](#)

**1.0 DIMENSIONS** Checkbox

*Vehicle must at least meet the minimum measurement requirements below*

	<i>Requirement</i>	<i>Specification of Requirement</i>	
1.1	GVWR	10,000 pounds	Maximum
1.2	Wheelbase	118 inches	Minimum
1.3	Length	200 inches	Minimum
1.4	Width	78 inches	Minimum
1.5	Ground Clearance	5 inches	Minimum

**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>	
2.1	Engine Type	V6	Minimum

2018 Human Service Vehicle Solicitation Specs – Minivans and Transit 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 least 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. 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	Tire Inflation Kit		
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*

Requirement	Specification of Requirement	
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*

Requirement	Specification of Requirement	
6.1	Locks and Ignition	Single Key Operation

2018 Human Service Vehicle Solicitation Specs – Minivans and Transit Vehicle

Configuration should allow at least 3 ambulatory passengers, 1 wheelchair, and 1 driver. A middle 2-passenger foldup seat is to be included when the wheelchair position is not occupied. 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	Cloth
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 Passenger Fold-Away Seats	Fold-away or Flip-up seat type - Two passenger When folded and stowed, seats should 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.
10.8 Middle Passenger Fold-away Seat Covers	Vinyl
10.9 Middle Passenger Fold-Away Seat Belts	To include seatbelts that conform with 49 CFR 571.209

2018 Human Service Vehicle Solicitation Specs – Minivans and Transit Vehicle

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 CEILING**

*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*



2018 Human Service Vehicle Solicitation Specs – Minivans and Transit Vehicle

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*

Requirement	Specification of Requirement
17.1	Driver's and Front Passenger Window Lightly tinted
17.2	Passenger Windows Tint Deep tinted
17.3	Passenger Windows Flip open glass type windows
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
17.7	Rear Window Wiper

**18.0 HUMAN SERVICE VEHICLE PACKAGE**

*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
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. <span style="float: right;">Minimum</span>
	2A-10 BC Rating <span style="float: right;">Minimum</span>
	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:
	Reflex 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

2018 Human Service Vehicle Solicitation Specs – Minivans and Transit Vehicle

19.1	Lowered Floor	Floor in passenger seating area shall be lowered to provide at minimum vertical clearance of 56 inches in the wheelchair securements areas and ramp service door	
		Lowered floor assembly shall be corrosion-resistant coated metal	
		Lowered floor assembly must be joined to the body frame members in a manner to provide a leak-proof and dust-proof floor	

**20.0 ACCESSIBILITY PACKAGE - SIDE LOADING RAMP**

*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	Manual fold out		
20.1	Ramp	Ramp will be on the curb-side of the vehicle	
		Side 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	
20.2	Ramp Deployment	Fold out	
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 29 inches	minimum
	Ramp Length	The length of the ramp shall be at least 48 inches	minimum
20.6	Ramp Weight Capacity	800lbs	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.	
20.1	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.	
		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.	

**21.0 ACCESSIBILITY PACKAGE - RAMP DOORWAY**

*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		
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

2018 Human Service Vehicle Solicitation Specs – Minivans and Transit Vehicle

		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

**MANUFACTURER'S**

**SIGNED**

**DOCUMENTS**

International Corporate Headquarters:  
The Braun Corporation  
631 W. 11th Street  
PO. Box 310  
Winamac, IN 46996 USA  
1-800-THE LIFT  
(574) 946-6153  
FAX: (574) 946-4670

 **THE BRAUN CORPORATION.**  
"Providing Access to the World"



[www.braunlift.com](http://www.braunlift.com)

**FEDERAL MOTOR VEHICLE SAFETY STANDARDS**  
**Compliance Certification**  
**(Pre-Award)**

**Purchaser: State of Wisconsin**

As required by Title 49 of the CFR, Part 663 – Subpart D, The Braun Corporation certifies that the vehicle/vehicles proposed comply with the relevant Federal Motor Vehicle Safety Standards (FMVSS) issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Signed:  Scott Alexander

Title: Commercial Vehicle Inside Sales Manager

Date: 6/15/18



### FAIR AND LOANING INFORMATION

SECURITY TOTAL 7 SECURITY 2 60455

The combined weight of occupants and cargo should never exceed 5000 lbs. for this vehicle.

TYPE	SEAT	SEAT BELT WEIGHT	SEAT WEIGHT
FRONT	2	280 lbs.	350 lbs.
REAR	3	210 lbs.	310 lbs.
TRUCK	1	210 lbs.	310 lbs.

### THE BRAIN CORPORATION

831 W. 11th Street, Wichita, Kansas 67202

This vehicle was offered by THE BRAIN CORPORATION in  
and an advanced deposit is applicable  
Federal Motor Vehicle Safety Bureau and their Performance Standards  
affected by the alteration and is listed in  
10/20/11

Vehicle Type: MPV  
VIN: [REDACTED]

Available Payment Options: 1105 US\$ Monthly Payments and More

International Corporate Headquarters:  
The Braun Corporation  
631 W. 11th Street  
P.O. Box 310  
Winamac, IN 46996 USA  
1-800-THE LIFT  
(574) 946-6153  
FAX: (574) 946-4670

 **THE BRAUN  
CORPORATION.**  
"Providing Access to the World"



[www.braunlift.com](http://www.braunlift.com)

### **ADA CERTIFICATION**

The Braun Corporation hereby certifies that the conversions being proposed (delivered) will comply with all applicable specifications of the Americans with Disabilities Act.

Signed:  \_\_\_\_\_ Scott Alexander

Title: Commercial Vehicle Inside Sales Manager

Date: June 15, 2018

International Corporate Headquarters:  
The Braun Corporation  
631 W. 11th Street  
PO Box 310  
Winamac, IN 46996 USA  
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## TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF COMPLIANCE WITH SUBPART D, 49 CFR PART 26

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

### TRANSIT VEHICLE MANUFACTURER CERTIFICATION

The Braun Corporation, a TVM, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year 2018 (October 1, 2017 to September 30, 2018) and has been approved or not disapproved by FTA.

Signed:  Scott Alexander

Title: Commercial Vehicle Inside Sales Manager

Date: June 15, 2018



International Corporate Headquarters:  
The Braun Corporation  
637 W. 11th Street  
PO Box 310  
Wiramac, IN 46996 USA  
1-800-THE LIFT  
(574) 946-6153  
FAX: (574) 946-4670

 **THE BRAUN  
CORPORATION.**  
"Providing Access to the World"



[www.braunlift.com](http://www.braunlift.com)

**Warranty:**

The vehicles being proposed would include the following

- \* Chassis: OEM 3 year 36,000 mile Basic Limited Warranty
- \* Chassis: OEM 5 year 100,000 mile Power train Warranty
- \* Conversion: 3 year 36,000 mile
- \* (See attached conversion warranty)

Signed:  Scott Alexander

Date: June 15, 2018

Title: Commercial Vehicle Inside Sales Manager



# PERRY JOHNSON REGISTRARS, INC.

## Certificate of Registration

*Perry Johnson Registrars, Inc., has audited the Quality Management System of:*

**The Braun Corporation  
d.b.a. BraunAbility**

**631 West 11th Street, P.O. Box 310, Winamac, IN 46994 United States**

*(Hereinafter called the Organization) and hereby declares that  
Organization is in conformance with:*

**ISO 9001:2015**

*This Registration is in respect to the following scope:*

**Design, Manufacture and Assembly of Wheelchair Accessible Vehicles, Wheelchair Lifts For  
Vehicle Applications, Wheelchair Toppers, and Other Mobility Products**

*This Registration is granted subject to the system rules governing the Registration referred to above, and the  
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*

*Terry Boboige*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PIR)  
755 West Big Beaver Road, Suite 1340  
Troy, Michigan 48064  
(248) 958-9388



*The use of the UKAS accreditation symbol is in respect to the activities covered by the Accreditation Certificate Number 0105.*

*The validity of this certificate is dependent upon ongoing surveillance.*

Effective Date:  
July 31, 2017

Revision Date:  
September 5, 2017

Expiration Date:  
July 30, 2020

Certificate No.:  
C2017-00015-R1

International Corporate Headquarters:  
The Braun Corporation  
631 W. 11th Street  
PO. Box 310  
Winamac, IN 46996 USA  
1-800-THE LIFT  
(574) 946-6153  
FAX: (574) 946-4670

[www.braundlift.com](http://www.braundlift.com)

 **THE BRAUN  
CORPORATION.**  
"Providing Access to the World"



#### Reference List

Illinois Dept. of Transportation  
Division of Public & Intermodal Transportation  
300 West Adams St., 2<sup>nd</sup> Floor  
Chicago, IL 60606  
Contact: Mike Healy  
Phone: 312-793-2184

California Department of Transportation  
Headquarters  
Division of Mass Transportation  
1120 N Street, MS 39  
Sacramento, CA 95814  
Contact: Frank J. Nevitt IV  
Phone: 916-654-9495

Louisiana Department of Transportation & Development  
8900 Jimmy Wedell Drive  
Baton Rouge, LA 70807  
Contact: Tina Athalone  
Phone: 225-274-4361

Indiana Department of Transportation – Public Transit Section  
100 North Senate, 9<sup>th</sup> Floor  
Indianapolis, IN 46204  
Contact: Brian Jones  
Phone: 317-232-1493

International Corporate Headquarters:

The Braun Corporation  
631 W. 11th Street  
P.O. Box 310  
Winamac, IN 46996 USA  
1-800-THE LIFT  
(574) 946-6153  
FAX: (574) 946-1670

[www.braunlift.com](http://www.braunlift.com)

 **THE BRAUN CORPORATION.**  
"Providing Access to the World"



## Altoona Bus Test Certification

The Braun Corporation states that a model 2008 Entervan III, gasoline powered, converted minivan has been submitted to the Altoona Bus test Center for a 4 yr./100,000 mile Surface Transportation and Uniform Relocation Assistance Act (STURAA) test. The test vehicle is constructed using a 2008 Dodge Grand Caravan SE mini-van. Test results will be provided to the agency after completion and prior to delivery.

Test #PIT-BT-R0901

Signed:  Scott Alexander

Title: Commercial Vehicle Inside Sales Manager

Date: June 15, 2018

The manufacturer's self-certification information of compliance or a statement from the manufacturer of exemption from compliance must be submitted with the bid

**PRE-AWARD FMVSS COMPLIANCE CERTIFICATION**

The bidder hereby certifies that the vehicles to be provided:

Human Services Minivan side load

(the general description of vehicles) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, part 571 and that it has submitted the manufacturer's self-certification information with the bid as required by Title 49 C.F.R. Part 663 - Subpart D.

The Braun Corporation  
Company's Name

Scott Alexander  
Individual's Name

Commercial Vehicle Inside Sales Manager  
Title

*Scott Alexander*  
Authorized Signature

June 15, 2018  
Date

**PRE-AWARD CERTIFICATION OF FMVSS  
INAPPLICABILITY**

The bidder hereby certifies that the vehicles to be provided:

[Redacted]

(general description of vehicles) will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571 and that it has submitted the manufacturer's statement of exemption with the bid.

Company's Name

Individual's Name

Title

# Pre-Award Buy America Certification

Manufacturer: The Braun Corporation  
 Bid No. 510164  
 Description: Minivan Side Load Entry  
 Recipient: WisDOT  
 Vtn: Pre-Award

Final assembly activities completed at: The Braun Corporation  
631 West 11th Street  
Winamac, IN 46996  
Assembled in US

FINAL ASSEMBLY POINT

Component	Manufacturer	Country of Origin	Yes/ No	% of Total Cost	Yes/No
Chassis	Chrysler	U.S.	NO	49.83%	Windsor, Ontario, Canada
Pre-Final Assembly	The Braun Corporation	U.S.	YES	7.09%	Winamac, IN
Interior Panels	Medallion Plastics	U.S.	YES	2.25%	Mishawaka, IN
Misc. Stamped Parts	Quality Tool and Stamping	U.S.	YES	1.61%	Muskegon Heights, MI
Misc. Fabricated Parts	Morr/Ryde	U.S.	YES	1.23%	Elkhart, IN
Floor/Sub-Floor	Standard Integrated	U.S.	YES	1.11%	Winamac, IN
Exterior Panels	Star Design, LLC	U.S.	YES	0.82%	Elkhart, IN
Misc. Stamped Parts	Logan Stamping	U.S.	YES	0.64%	Logansport, IN
Tie-down Belts & Track	Q'Straint	U.S.	YES	0.44%	Ft. Lauderdale, FL
Steel	Joseph T. Ryerson	U.S.	YES	0.59%	Lisle, IL
Ramp/Misc. Components	Duramold Casting	U.S.	YES	0.36%	South Bend, IN
Brake/Fuel Lines	Cooper-Standard	U.S.	YES	0.28%	Fairview, MI
Fuel Tube	Ontario, Inc	U.S.	YES	0.25%	Warren, MI
HVAC Lines	Hutchinson	U.S.	YES	0.21%	Livingston, TN
Misc. Components	Standard Industrial	U.S.	YES	0.28%	Winamac, IN
Misc. Components	Fastenal	U.S.	YES	0.18%	Chicago, IL
Misc. Plastic	Hammer	U.S.	YES	0.14%	Elkhart, IN
Center Seat	Freedman Seating	U.S.	YES	3.23%	Chicago, IL
Securement Belts (Max)	Q'Straint	U.S.	YES	0.67%	Ft. Lauderdale, FL
Total Percentage of Vehicle Manufactured in U.S.				<b>71.21%</b>	

Description of final assembly activities detailed on following attachment.

Cost of final assembly as related to cost of vehicle (percentage): 5.68%

Signature:   
 Scott Alexander

Title: Commercial Vehicle Inside Sales Manager

Date: 6/18/2018

Authorized Signature

Date

**BUS TESTING**

For Low-Floor Vans, Mini Buses, Medium Buses, Low-Floor Medium Buses and Large Buses Not Originally Built as School Buses

This procurement will use federal funds provided by the Federal Transit Administration (FTA), which makes the purchase of these vehicles subject to the bus testing requirements under 49 C.F.R., Part 665. Copies relevant federal regulations are attached to provide background information on this and other FTA requirements.

A vendor, whose response to this request for bids includes the above-mentioned types of vans and buses, must submit with the bid a completed Certificate of Compliance with the bus testing requirements and a copy of the test report.

**CERTIFICATE OF COMPLIANCE WITH 49 C.F.R. PART 665 - BUS TESTING**

The bidder hereby certifies that these low-floor vans and buses being offered in response to this request for bids are in compliance with the regulations in 49 C.F.R., Part 665 and that a copy of the test report or documentation that vehicles qualify for consideration under grandfathering has been provided with the bid.

The Braun Corporation

Company's Name

Scott Alexander

Individual's Name

Commercial Vehicle Inside Sales Manager  
Title

  
Authorized Signature

June 15, 2018

Date

**LOBBYING - 31 U.S.C. 1352, 49 C.F.R. Part 19 & 49 C.F.R. 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 C.F.R. 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.

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL Disclosure Form to Report Lobbying, in accordance with its instructions (as amended by Government-wide Guidance for New Restrictions on Lobbying 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subaward at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by



the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

### CERTIFICATE OF COMPLIANCE WITH LOBBYING

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

The Braun Corporation  
Company's Name

Scott Alexander  
Individual's Name

Commercial Vehicle Inside Sales Manager  
Title

Scott Alexander  
Authorized Signature

June 15, 2018  
Date

### GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (Non-Procurement) 49 C.F.R. PART 29 and EXECUTIVE ORDER 12549

#### Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the state of Wisconsin may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the state of Wisconsin if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier, covered transaction, participant, persons, lower tier covered transaction, principal, proposal and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 C.F.R. Part 29). You may contact the State of Wisconsin for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the state of Wisconsin.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause title -Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the state of Wisconsin may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transaction"**

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its principals (as defined at 49 C.F.R. § 29.105(p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

The Braun Corporation

Company's Name

Scott Alexander

Individual's Name

Commercial Vehicle Inside Sales Manager

Title



Authorized Signature

June 15, 2018

Date

# APPENDIX G - FEDERAL CLAUSES

## FEDERAL CLAUSES

\*\* updated 09/2017

### SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

#### **FTA Master Agreement**

Federal grant monies fund this contract, in whole or in part (Section 5310 - CFDA 20.513, Section 5311 - CFDA 20.509). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$100,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/home.aspx>.

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### FLY AMERICA REQUIREMENTS

49 U.S.C. §40118  
41 CFR Part 301-10

#### Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language: The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

**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.

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.- 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.

### **BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)  
49 CFR Part 661**

#### **Applicability to Contracts**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

**Flow Down Requirements:** The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

**Mandatory Clause/Language:** The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

**Buy America -** The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15-passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied

by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS.**

***Certificate of Compliance with 49 U.S.C. 5323(j)(1)***

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

Name Scott Alexander  
 Signature *Scott Alexander*  
 Title Commercial Vehicle Inside Sales Manager  
 Date June 15, 2018  
 Company Name The Braun Corporation

***Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)***

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

Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Company Name \_\_\_\_\_

**CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT.*****Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).***

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

Name Scott Alexander  
 Signature *Scott Alexander*  
 Title Commercial Vehicle Inside Sales Manager  
 Date June 15, 2018  
 Company Name The Braun Corporation

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

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

Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Company Name \_\_\_\_\_

**CARGO PREFERENCE REQUIREMENTS**

46 U.S.C. 1241  
 46 CFR Part 381

**Applicability to Contracts:** The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

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

### **ENERGY CONSERVATION REQUIREMENTS**

42 U.S.C. 6321 et seq.  
49 CFR Part 18

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

**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.

### **CLEAN WATER REQUIREMENTS**

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.



**Flow Down Requirements:** The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

**Model Clause/Language:** While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

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

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

### **BUS TESTING**

**49 U.S.C. 5318(e)**

**49 CFR Part 665**

**Applicability to Contracts:** The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

**Flow Down Requirement:** The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

**Model Clause/Language:** Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors. Bus Testing Certification and language therein are merely suggested.

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

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

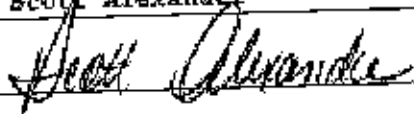
components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

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

The undersigned (Contractor/Manufacturer) certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

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

Name Scott Alexander

Signature 

Title Commercial Vehicle Inside Sales Manager

Date June 15, 2018

Company Name The Braun Corporation

#### PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

49 U.S.C. 5323  
49 CFR Part 663

Applicability to Contracts: These requirements apply only to the acquisition of Rolling Stock/Turnkey.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$5,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Model Clause/Language: Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.

Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

Specific language for the Buy America certification is mandated by FTA regulation.

"Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended,"

49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

**Pre-Award and Post-Delivery Audit Requirements** - The Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

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

(1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

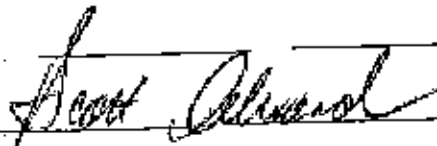
**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

**Certificate of Compliance**

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

Name Scott Alexander

Signature 

Title Commercial Vehicle Inside Sales Manager

Date June 15, 2013

Company Name The Braun Corporation

**Certificate of Non-Compliance**

The Bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(6) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Company  
Name \_\_\_\_\_**LOBBYING**

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

**Applicability to Contracts:** The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

**Flow Down Requirement:** The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

**Mandatory Clause/Language:** Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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.

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

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

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

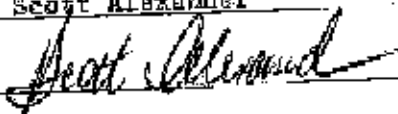
The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

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

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

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

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 801, et seq., apply to this certification and disclosure, if any.

Name Scott Alexander  
 Signature   
 Title Commercial Vehicle Inside Sales Manager  
 Date June 15, 2018  
 Company Name The Braun Corporation

### **ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325  
 18 CFR 18.36 (f)  
 49 CFR 633.17**

**Applicability to Contracts:** Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

**Flow Down Requirement:** FTA does not require the inclusion of these requirements in subcontracts.

**Model Clause/Language:** The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

**Access to Records -** The following access to records requirements apply to this Contract.

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

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

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is 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 records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1)) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Original Contract	By Law	By Executive Order	Administrative Order	By Regulation or Executive Order	By Executive Order
<p><b>I State Grantees</b></p> <p>a. Contracts below SAT (\$100,000)</p> <p>b. Contracts above \$100,000/Capital Projects</p>	<p>None</p> <p>None unless<sup>1</sup> non-competitive award</p>	<p>Those imposed on state pass thru to Contractor</p>	<p>None</p> <p>Yes, if non-competitive award or if funded thru<sup>2</sup> 5307/5309/5311</p>	<p>None</p> <p>None unless non-competitive award</p>	<p>None</p> <p>None unless non-competitive award</p>	<p>None</p> <p>None unless non-competitive award</p>
<p><b>II Non State Grantees</b></p> <p>a. Contracts below SAT (\$100,000)</p> <p>b. Contracts above \$100,000/Capital Projects</p>	<p>Yes<sup>3</sup></p> <p>Yes<sup>3</sup></p>	<p>Those imposed on non-state Grantee pass thru to Contractor</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (f)



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### FEDERAL CHANGES

#### 49 CFR Part 18

**Applicability to Contracts:** The Federal Changes requirement applies to all contracts.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

**Flow Down Requirement:** The Federal Changes requirement flows down appropriately to each applicable changed requirement.

**Model Clause/Language:** No specific language is mandated. The following language has been developed by FTA.

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.

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### CLEAN AIR

#### 42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

**Applicability to Contracts:** The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

**Flow Down Requirement:** The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

**Model Clauses/Language:** No specific language is required. FTA has proposed the following language.

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

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

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### RECYCLED PRODUCTS

**42 U.S.C. 6962  
40 CFR Part 247  
Executive Order 12873**

**Applicability to Contracts:** The Recycled Products requirements apply to 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 fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

**Flow Down Requirement:** These requirements flow down to all to all contractor and subcontractor tiers.

**Model Clause Language:** No specific clause is mandated, but FTA has developed the following language.

**Recovered Materials -** 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.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**Background and Application**

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government," 40 USC 3701(b)(1)(B)(ii) and (b)(2); 29 CFR 5.2(h); 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000," 40 USC 3701(b)(3)(A)(ii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items," 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

**CLAUSE LANGUAGE**

**Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may

require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

### NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

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

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS  
AND RELATED ACTS**

**31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307**

**Applicability to Contracts:** These requirements are applicable to all contracts.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

**Flow Down Requirement:** These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

**Model Clause/Language:** These requirements have no specified language, so FTA proffers the following language.

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

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

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

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

**TERMINATION**

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

**Applicability to Contracts:** All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including

the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**Flow Down Requirement:** The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

**Model Clause/Language:** FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. **Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. **Termination for Default (Breach or Cause) (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

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

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

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

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

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

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

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

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

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

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

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

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

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

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

#### GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 CFR part 180

2 CFR part 1206

2 CFR § 200.213

2 CFR part 200 Appendix II (E)

Executive Order 12549

Executive Order 11689

**Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). In accordance with the OMB guidelines at 2 C.F.R. part 180, The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, 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) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

**Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:  
The certification in this clause is a material representation of fact relied upon by the WisDOT. If it is later determined by the WisDOT that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the WisDOT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Name

Scott Alexander



Signature



Title

Commercial Vehicle Inside Sales Manager

Date

June 15, 2018

Company  
Name

The Braun Corporation

**CIVIL RIGHTS REQUIREMENTS**

29 U.S.C. § 623, 42 U.S.C. § 2000  
 42 U.S.C. § 6102, 42 U.S.C. § 12112  
 42 U.S.C. § 12132, 49 U.S.C. § 5332  
 29 CFR Part 1630, 41 CFR Parts 60 et seq.

**Applicability to Contracts:** The Civil Rights Requirements apply to all contracts.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

**Flow Down Requirement:** The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

**Model Clause/Language:** The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

**Civil Rights - The following requirements apply to the underlying contract:**

The following requirements apply to the underlying contract:

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

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

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq.

(which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

## BREACHES AND DISPUTE RESOLUTION

### 49 CFR Part 18 FTA Circular 4220.3F

**Applicability to Contracts:** All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

**Flow Down:** The Breaches and Dispute Resolutions requirements flow down to all tiers.

**Model Clauses/Language:** FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

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

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

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

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

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

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

### 49 CFR Part 26

**Background and Applicability.** The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

#### Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

#### Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%.

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 DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as WisDOT deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 calendar days after the contractor's receipt of payment for that work from the WisDOT. In addition, is required to return any retainage payments to those subcontractors within 10 calendar days after incremental acceptance of the subcontractor's work by the WisDOT and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify WisDOT, 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 WisDOT.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

#### **FTA Circular 4220.1F**

**Applicability to Contracts:** The incorporation of FTA terms applies to all contracts.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

**Flow Down Requirement:** The incorporation of FTA terms has unlimited flow down.

**Model Clause/Language:** FTA has developed the following incorporation of terms language:

**Incorporation of Federal Transit Administration (FTA) Terms -** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**ADA ACCESS****49 USC 531 (d)**

**Applicability to Contracts:** The ADA Access Requirements apply to all contracts.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

**Flow Down Requirement:** The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

**Model Clause/Language: ADA Access.** The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

**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.

---

## APPENDIX F – PRE-AWARD FEDERAL CERTIFICATIONS

### INSTRUCTIONS

Complete all applicable certifications and return with your bid submission. All applicable certifications must be signed. Blank certifications that are required will result in a non-responsive bid.

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS FOR TRANSIT VEHICLE MANUFACTURERS (TVM)

The Contractor, subrecipient, or subcontractor 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 DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient seems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages, and/or
4. Disqualifying the contractor from bidding as non-responsive.

Each Subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).


Pursuant to Title 49, Code of Federal Regulations, Part 26.49, as a condition of being authorized to respond to this solicitation, the bidder on behalf of the Transit Vehicle Manufacturer, must certify by completing the form DBE Approval Certification, that the TVM has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

**"Certification of Compliance with 49 U.S.C. 5323(j)"**

If the vehicles and related equipment are not made in the U.S., but a vendor believes that the vehicles offered may possibly comply with the exceptions from "Buy America" that are set forth under 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D), complete the:

**"Certification of Non-Compliance with 49 U.S.C. 5323(j) "Exceptions to "Buy America"**

Exceptions can be granted only by the headquarters of the Federal Transit Administration upon request by the Wisconsin Department of Transportation. Vehicles and related equipment that do not comply with "Buy America" can only be purchased under a FTA approved exception. A vendor which anticipates noncompliance and submits a Certification of Non-Compliance will need to later be able to justify a request for an exception

<b>CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS</b>	
The bidder hereby certifies that it will comply with the requirements of Section 49 U.S.C. Section 5323(j)(2)(C), and the applicable regulations of 49 C.F.R. § 651.11:	
<u>The Braun Corporation</u>	
Company's Name	
<u>Scott Alexander</u>	<u>Commercial Vehicle Inside Sales Manager</u>
Individual's Name	Title
	<u>June 15, 2018</u>
Authorized Signature	Date

<b>For each vehicle supplied for this contract, the vendor attests that (CHECK ONE BOX)</b>	
<input checked="" type="checkbox"/>	The subcomponents, as cost, are of U.S. origin or manufacture, is manufactured within the U.S., and will exceed the required Buy America percentages at the time of delivery. (65% FFY 2018 and 2019, 70% FFY 2020+) Final assembly (city and state): <u>Winona, Ind. La</u>
<input type="checkbox"/>	The subcomponents, as cost, are of U.S. origin or manufacture, is manufactured within the U.S., but will be less than the Buy America percentages at the time of delivery. (65% FFY 2018 and 2019, 70% FFY 2020+) Final assembly (city and state): <u>Winona, Ind. La</u>
<input type="checkbox"/>	The vehicle contains subcomponents of domestic origin, however, the vehicle is NOT manufactured in the U.S. and attests that the U.S. content of subcomponents, by cost, is <u>0</u> %

## CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exemption to the requirement pursuant to 49 U.S.C. Section 5323(j)(2)(A), 5323(j)(2)(B), or and Section 5323(j)(2)(D), and the applicable regulations in 49 C.F.R. § 661.7.

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

The proposer 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 proposer 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, the proposed total cost of final assembly.

Manufacturers must submit documentation of the domestic content for each vehicle type. These documents should contain the required list of items under 49 C.F.R. part 661 and the additional information that is needed to satisfy all federal pre and post-delivery audit requirements. See **Buy America Handbook** as a reference. <https://www.transit.dot.gov/regulations-and-guidance/buy-america/buy-america-handbook>

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

#### 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.

The Braun Corporation  
Company's Name

Scott Alexander  
Individual's Name

Commercial Vehicle Inside Sales Manager  
Title

Scott Alexander  
Authorized Signature

June 15, 2018  
Date

#### 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.

**VEHICLE  
SPECIFICATIONS  
&  
BROCHURES**

BRAUN CHRYSLER-DODGE-JEEP-RAM  
1101 SOUTH MONTICELLO ST  
WINAMAC, IN 469867747

Configuration Preview

*Side Entry*

Date Printed: 2018-06-16 10:30 AM VIN:  
Estimated Ship Date: VON:

Quantity: 1  
Status: BA - Pending order  
FAN 1: 66233 The Braun Corporation  
FAN 2:  
Client Code:  
Bid Number:  
PO Number:

Sold to: BRAUN CHRYSLER-DODGE-JEEP-RAM (44343)  
1101 SOUTH MONTICELLO ST  
WINAMAC, IN 469867747

Ship to: THE BRAUN CORPORATION  
631 W. 11TH STREET  
WINAMAC, IN 46996

CONTACT: KARLA DAGUE (TF022)

Vehicle: 2019 GRAND CARAVAN SE (RTKH63)

	Sales Code	Description
Model:	RTKH63	GRAND CARAVAN SE
Package:	29S	Customer Preferred Package 29S
	ERB	3.6L V6 24V VVT Engine
	DG2	6-Speed Automatic 6ZTE Transmission
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat
	APA	Monotone Paint
	H7	Cloth Low-Back Bucket Seats
	-X1	Black/Lt Graystone
Options:	NHK	Engine Block Heater
	CEP	Light Graystone Seats
	ANR	Mobility Prep with Load Leveling
	5N6	Easy Order
	4FM	Fleet Option Editor
	4FT	Fleet Sales Order
	142	Zone 42-Detroit
	4EA	Sold Vehicle
Non Equipment:	4FP	Fleet Pool Pre-Sold Vehicle
	4WA	Misc Commercial Account
Special Equipment:	80715A	
Discounts:	YGE	5 Additional Gallons of Gas
Destination Fees:		

Order Type: Fleet PSP Month/Week:  
Scheduling Priority: 1-Sold Order Build Priority: 01  
Customer Name: BID SE  
Customer Address: 631 W 11TH ST  
WINAMAC IN 46996 USA

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

# Commercial Side-Entry

## Dodge



BraunAbility applies our extensive personal mobility product experience to the Commercial market with the Commercial Side-Entry conversion. If you want a wheelchair accessible vehicle that's functional, practical, safe, and reliable, while retaining its style, comfort, and convenience, this is the right vehicle for your fleet.

Safety has always been a top priority at BraunAbility. The Dodge Commercial Side-Entry conversion has been crash tested and certified to meet or exceed all applicable requirements of the Federal Motor Vehicle Safety Standards (FMVSS).

### MANUAL DOOR

The conversion features an ADA compliant manual driver and passenger sliding door with 56-1/4" vertical opening.



### MANUAL RAMP

The 30" wide foldout ramp makes it easy to load and unload wheelchair users. The swing-out feature allows for easy ambulatory access to the vehicle.



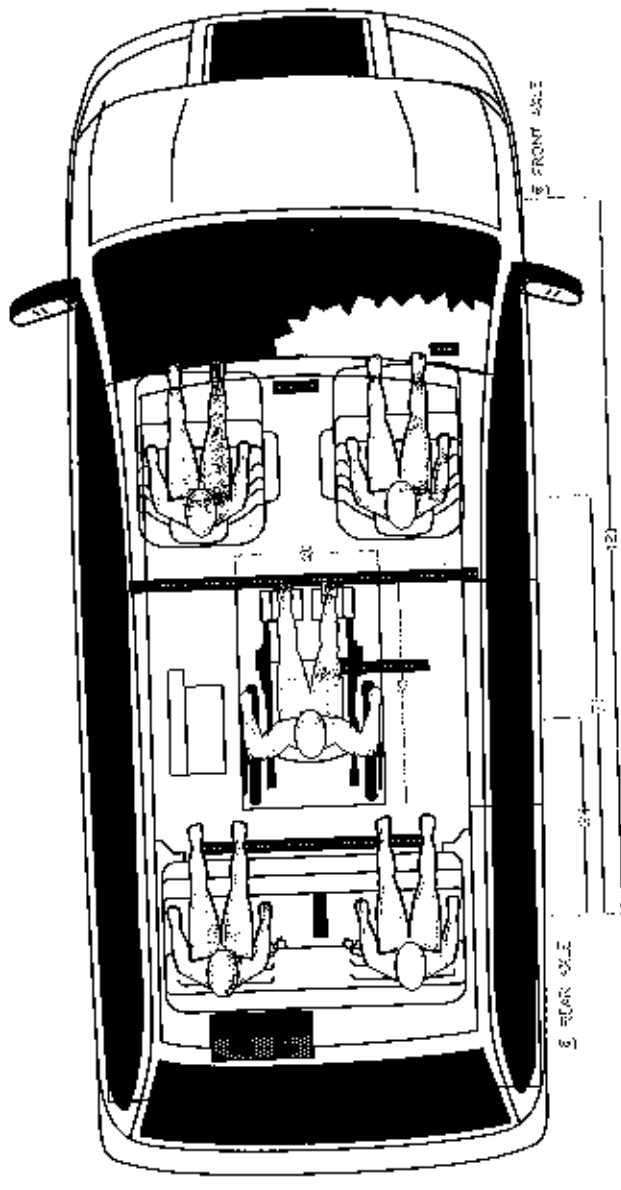
Commercial Vehicles



# BraunAbility<sup>®</sup>

*Life is a Moving Experience<sup>™</sup>*

SEATING OPTION: (3) AMBULATORY PASSENGERS, (1) MOBILITY AID PASSENGER, AND THE DRIVER



CONFIDENTIAL PROPRIETARY INFORMATION  
DO NOT COPY WITHOUT PERMISSION OF  
*The Brown Corporation*  
Wingspan, Indiana 46996

EXCESSIVE WEIGHT  
EXCESSIVE HEIGHT  
EXCESSIVE WIDTH  
EXCESSIVE LENGTH  
EXCESSIVE WEIGHT  
EXCESSIVE HEIGHT  
EXCESSIVE WIDTH  
EXCESSIVE LENGTH

DESIGN/APP  
CIVIL  
MACH  
ELEC  
MECH/ENGR

SCALE  
1:100

DATE

BY

NO.

REV.

DATE

BY

NO.

REV.

DATE

BRAIN CHRYSLER RT ADA INTERVAN CV  
35268 SEATING OPTION

# **OPERATOR'S MANUAL**

**"Providing Access to the World"**

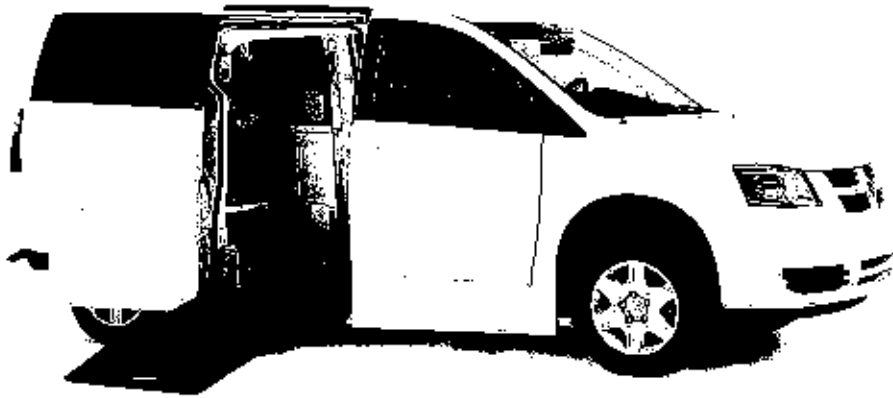


**Over 300 Braun  
Dealers Worldwide**



2011 & Up Chrysler  
Foldout Lowered Floor  
Minivan Conversion  
**Public Use**

*Operator's  
Manual*



36924 Rev A



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**Safety Precautions** ..... 8

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    Entrance Lighting ..... 9

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Braun® lowered floor minivan conversions are designed to provide mobility independence for wheelchair passengers.

Familiarity with proper operation and maintenance procedures will help ensure safe, troublefree operation.

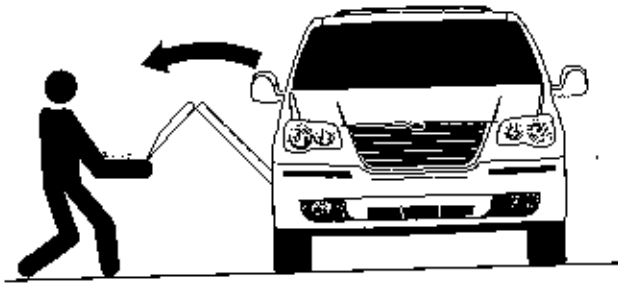
The Braun Corporation encourages transit personnel (drivers and wheelchair attendants) to review the material contained in this manual with your sales representative, before attempting operation. Any questions or concerns can be addressed at that time.

This manual addresses public use conversion standard features as well as options (as available). Refer to the instructions applicable for your vehicle and disregard information that does not apply. Contact the Customer Experience Group at 1-800-488-0359 if any of this information is not understood.

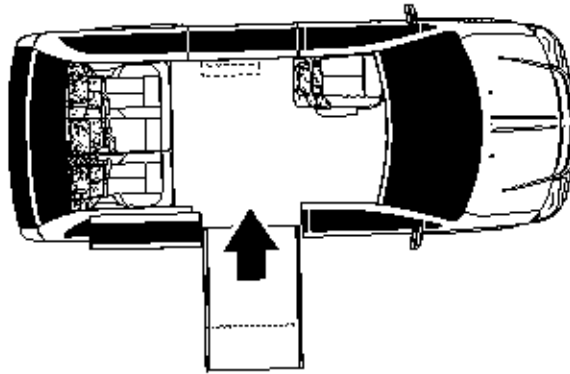
Store this manual in the vehicle along with your Chrysler owner's manual.

If you experience an operation problem or there is any sign of wear, damage, or other abnormal condition, contact your sales representative or call 1-800-488-0359. One of our Customer Experience Group representatives will direct you to a Braun authorized service center.

**3** Use hand hold to unfold the ramp



**4** Allowing easy entrance!

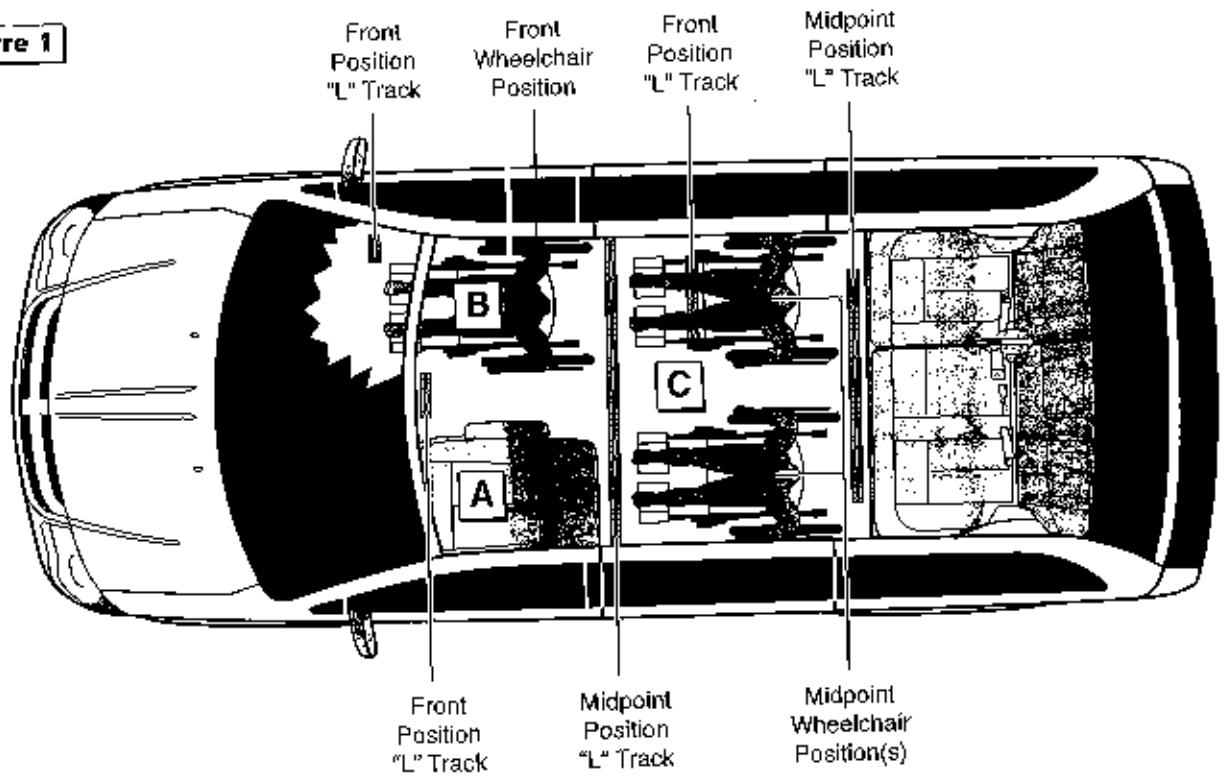


**Terminology**

The term deploy (unfold) indicates the lowering motion of the ramp to the deployed position. Stow (fold) is the raising motion of the ramp to the vertical (stowed) position.

Note: Ramp operation details provided on pages 10-15.

**Figure 1**



**Before Operation**

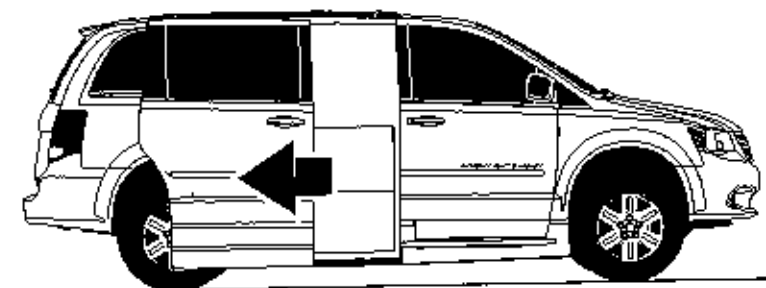
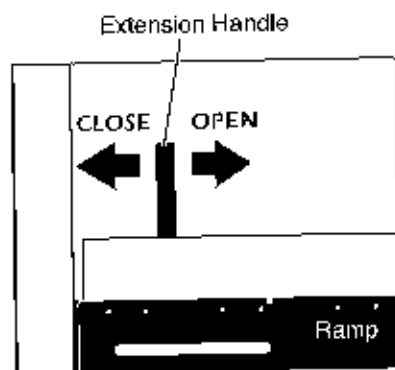
Before utilizing conversion features, park the vehicle on a level surface away from vehicular traffic. Place the vehicle transmission in Park and engage the parking brake.

**Park Interlock:** The passenger side slide door must be fully closed before the transmission can be shifted out of Park.

**Slide Door Operation**

Open the passenger side slide door from inside or outside using the OEM door handles. Always open the door smoothly. Avoid using excessive force when opening and closing the door.

**Note:** The ramp obstructs access to the inside door handle. The OEM handle has been equipped with an extension handle.



**Entrance Lighting**

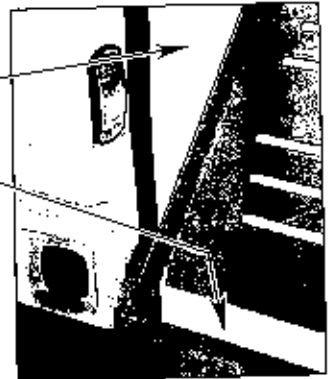
The conversion is equipped with entrance lighting that functions in sync with the OEM interior lights (activated by doors, lift gate or dimmer control).

**Ramp Operation Safety**

Be certain there is adequate clearance outside the vehicle before deploying the ramp. Keep clear of area in which the ramp operates. Be certain no person or obstruction is within the path of the ramp when deploying or stowing the ramp. Keep clear of all ramp moving parts. Do not attempt to grip or hold the ramp or ramp folding mechanism during operation.



Keep body parts and obstructions clear of the area in which the ramp operates.



### Ramp Passenger Safety

Wheelchair passengers and attendants (when applicable), must use basic common sense and good judgment regarding ramp safety. Each wheelchair passenger has a unique set of physical abilities, combined with the physical characteristics of his or her wheelchair, that dictate the method in which he or she will enter and exit the conversion. Consequently, the procedures for safe operation outlined in this manual are general in nature. Wheelchair attendants should be instructed on any special needs and/or procedures required for safe transport of wheelchair passengers.

Follow all safety instructions regarding torso restraints, stability, balance, weight distribution and use of attendants as specified in the owner's manual supplied with your wheelchair. Determine, establish and practice ramp boarding and exiting procedures under the direction of your health care professional, your wheelchair representative, and your Braun sales representative to ensure your ability to do so safely.

Never board the conversion ramp if you or your attendant are intoxicated. The wheelchair should be positioned in the center of the ramp at all times. You must be able to clearly view the ramp whenever boarding and exiting the vehicle. The wheelchair passenger and/or attendant must ensure the ramp is fully deployed before exiting the vehicle.

It is the responsibility of the wheelchair operator to enter and exit the conversion on the ramp in the safest manner.

**Wheelchair-Equipped Occupant Seat Belts:** Wheelchair passengers should position and buckle their wheelchair-equipped seat belt (torso restraint), as specified by the

#### **▲WARNING**

**Position and fasten the wheelchair-equipped occupant seat belt before loading onto the wheelchair ramp. Failure to do so may result in serious bodily injury and/or property damage.**

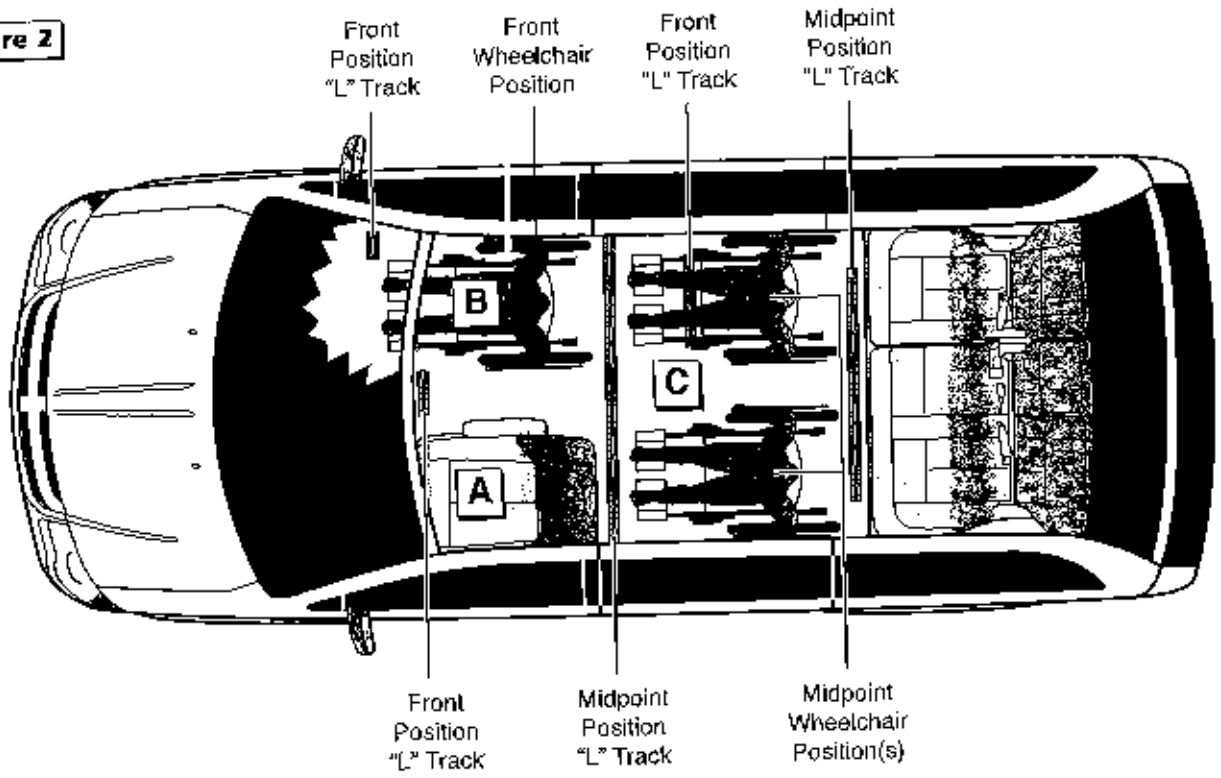
The aid of an attendant stabilizing the wheelchair is recommended for optimum safety. Wheelchair passengers who intend to enter and exit their conversion without the assistance of an attendant must determine the safest and most practical method and orientation of entering and exiting based on the physical characteristics of their personal wheelchair and his or her physical capabilities to maintain stability while the wheelchair is in motion on the ramp.

**Wheelchair Attendants:** When assisting a wheelchair occupant, remember to use good body mechanics. When the wheelchair is on the ramp, the attendant must grasp the push handles (or other) securely. Detachable wheelchair parts such as arms or leg rests must never be used for hand holds or lifting supports. Doing so could result in the detachable parts being inadvertently detached from the wheelchair resulting in possible injury to the wheelchair occupant and/or the attendant.

**Wheelchair Orientation and Securement During Transport:** The wheelchair and occupant must face the front of the vehicle and must be secured using the Forward-Facing Wheelchair and Occupant Belt and Track System when riding in the conversion. See pages 16-29 for details.



**Figure 2**



**Occupant Restraint**

**OEM Lap and Shoulder Belt**

One adjustable lap belt extension is supplied for use with the OEM lap and shoulder belt (shown at right). The extension belt is equipped with a keeper fitting (attachment) which installs in the vehicle-mounted "L" track. A female receptacle is positioned on the opposite end of the extension for attachment to an OEM factory-installed upper torso lap and shoulder belt.

The adjustable lap belt extension is supplied with all conversions. A rigid cable style lap belt extension is available as an option (non adjustable). Attachment procedures are identical for both types of lap belt extensions. See

the illustrations on pages 24 and 25 and photos on page 29.

Operate the OEM lap and shoulder belt as instructed in your Chrysler owner's manual. Connect the OEM lap and shoulder belt to the lap belt extension. Position the upper torso (shoulder) belt across the center of the shoulder. Position the lap belt low across the front of the pelvis (near hip). See the illustrations on pages 24 and 25 and photos on page 29.

Follow all restraint safety precautions and instructions provided in the OEM owners manual and supplied by the belt manufacturer.

Adjustable  
Lap Belt  
Extension  
(supplied)



Rigid  
Lap Belt  
Extension  
(optional)



Note: An adjustable lap belt extension is supplied. A rigid lap belt extension is available as an option.

Connect the adjustable shoulder belt upper pin fitting to the wall-mounted shoulder belt adaptor female fitting (engage pin in slot). Connect the shoulder belt lower slotted female fitting to the lap belt buckle pin fitting (engage pin in slot). Adjust shoulder belt as needed using belt adjuster. See photos at left and illustrations on pages 26 and 27.

#### **Belt and Track Maintenance**

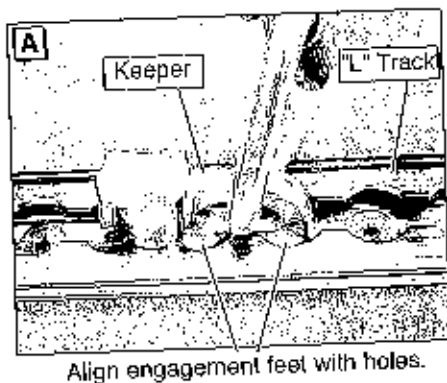
Inspect belt assemblies frequently. Any defects such as belt cuts, fraying or malfunctioning call for replacement of the entire belt assembly. "L" track must be clean and not worn, bent or otherwise damaged (prohibiting proper belt attachment). If there is any sign of damage, wear, abnormal condition or improper operation of bells, belt hardware (hooks, keepers, latch plate, receptacle), or track, discontinue use and replace components immediately.

Follow all inspection and maintenance instructions supplied by the belt manufacturer. Severe conditions (weather, environment, heavy usage, etc.) may require more frequent inspections. Exposure to severe conditions will dramatically reduce the life of the system.

#### **▲WARNING**

No product developed to date can guarantee successful securement of the wheelchair, even at low speeds, in the event of an accident. The Wheelchair and Occupant Belt/Track System does meet the most widely referenced Federal Motor Vehicle Safety Standards used for contemporary restraint equipment. However, this equipment does not ensure stability of the wheelchair in the event of an accident at any speed.

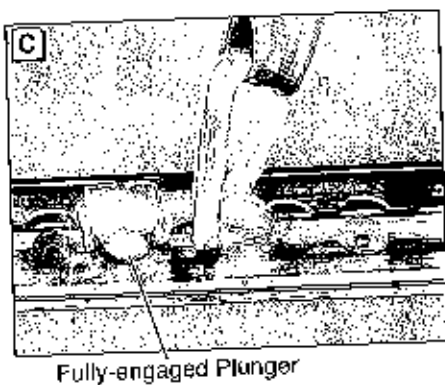
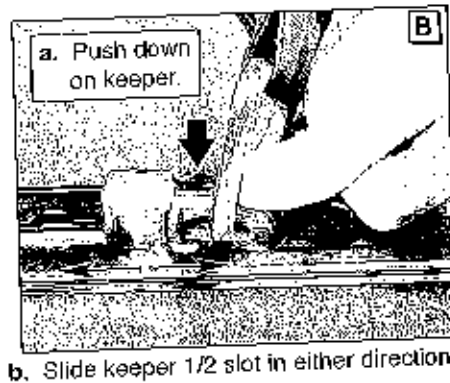
Keep belts clear of sharp objects. Do not alter belts.



**Keeper Fitting and "L" Track Attachment Instructions**

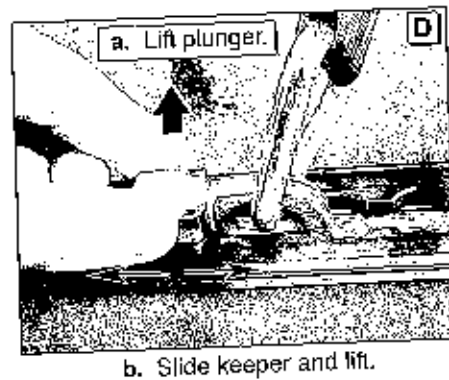
**To Engage Keeper Fitting:**

1. Insert keeper fitting into track (align two engagement feet with holes in track). See Photo A.
2. Push down on fitting and slide fitting 1/2 slot in either direction until it clicks and locks in position (see Photos B and C). Pull firmly on belt to ensure fitting is locked in track.



**To Release Keeper Fitting:**

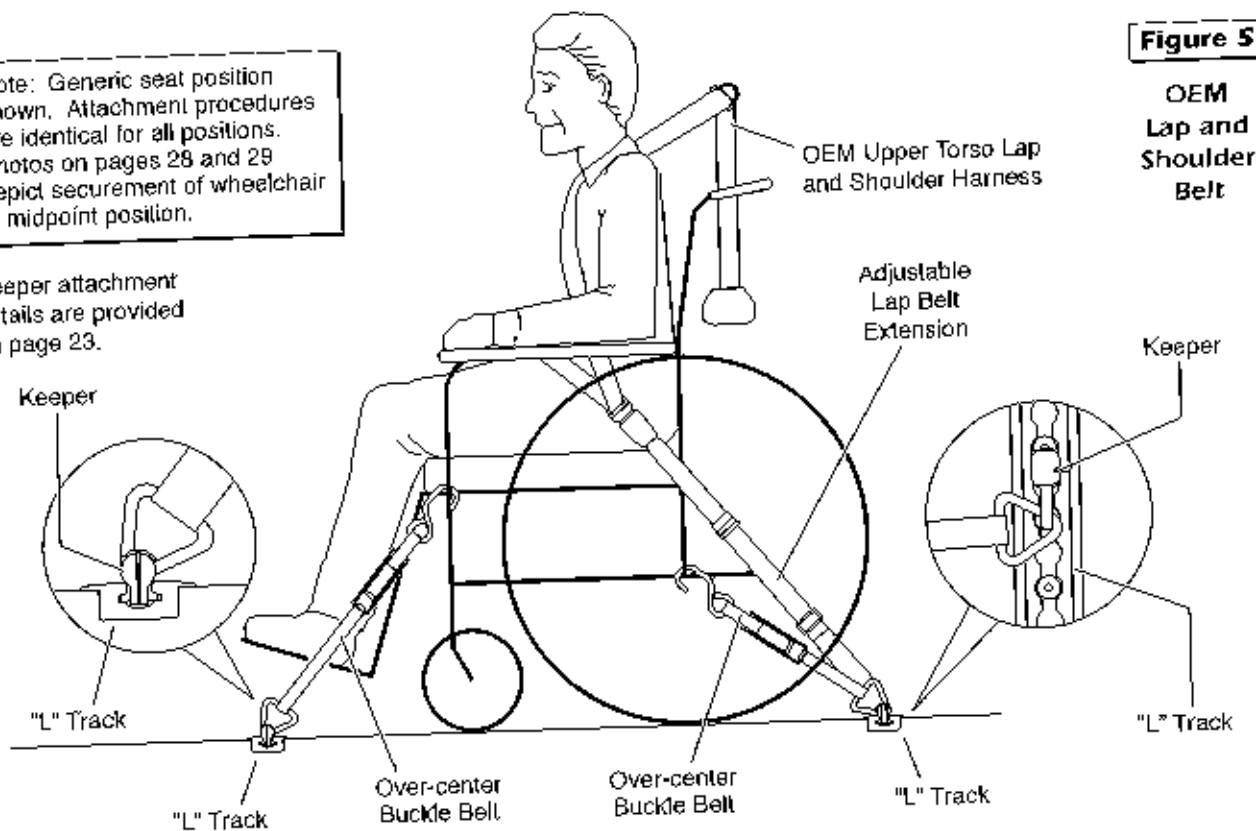
1. Lift plunger and slide fitting 1/2 slot in either direction and lift fitting out of track.



**Figure 5**

Note: Generic seat position shown. Attachment procedures are identical for all positions. Photos on pages 28 and 29 depict securement of wheelchair in midpoint position.

Keeper attachment details are provided on page 23.

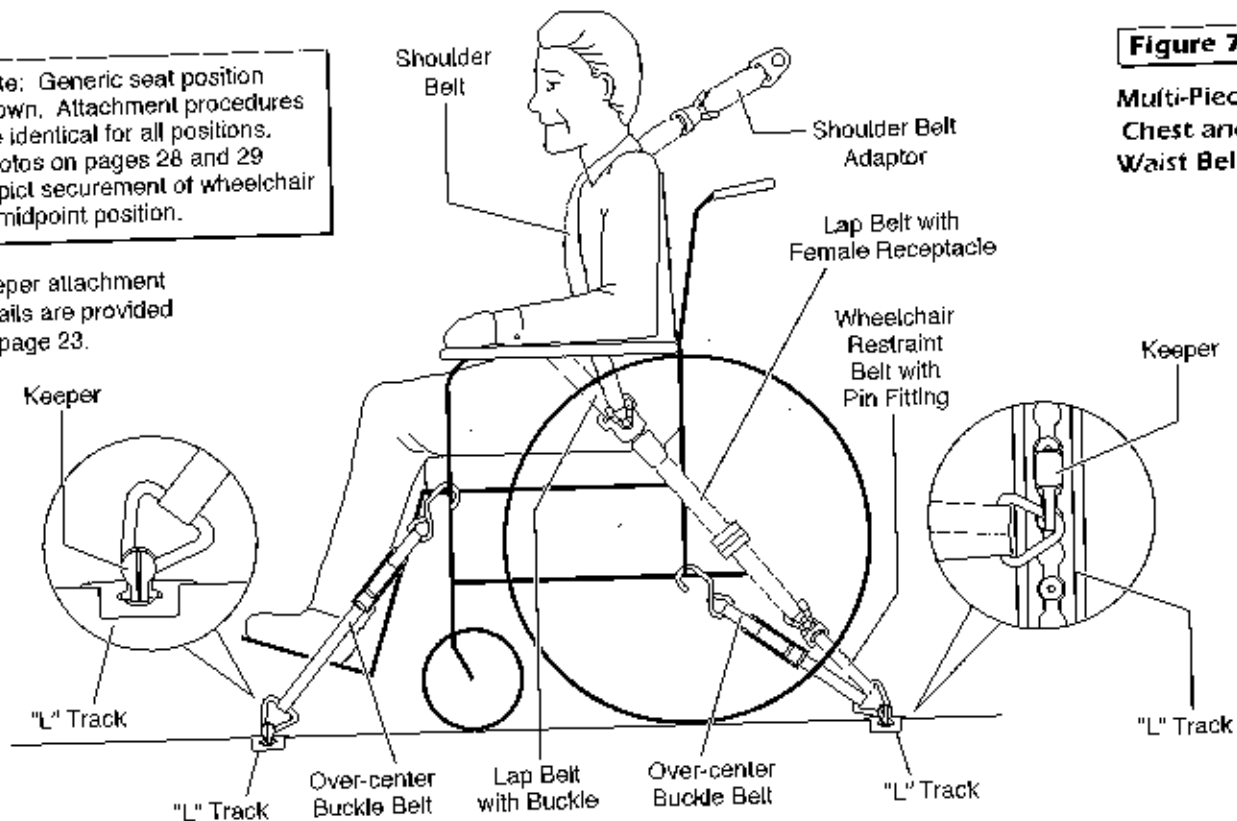


Note: Generic seat position shown. Attachment procedures are identical for all positions. Photos on pages 28 and 29 depict securement of wheelchair in midpoint position.

Keeper attachment details are provided on page 23.

**Figure 7**

**Multi-Piece Chest and Waist Belts**





Extension Belt

Extension Belt



Receptacle

Chrysler Lap and Shoulder Belt

## Lap and Shoulder Belt Attachments

Refer to Photos K-N.

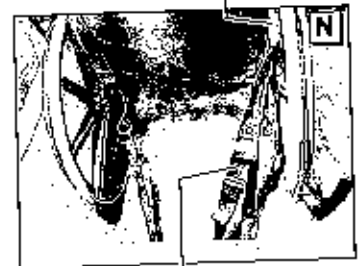
1. Position and connect the adjustable lap belt extension keeper fitting (attachment) to appropriate track anchorage point (slots). Attach keeper as detailed on page 23. Pull firmly on belt to ensure fitting is locked in track.
2. Connect the lap and shoulder belt to the lap belt extension (insert latch plate in female receptacle). Position the upper torso (shoulder) belt across the center of the shoulder. Position the lap belt low across the front of the pelvis (near hip). See Photos K-N.

Wheelchair occupant restraints should not be held away from the body by wheelchair components such as wheelchair armrests or wheels.

Chrysler Lap and Shoulder Belt



Receptacle



Extension Belt

When positioning seats, it is your responsibility to reconnect all seat electrical harnesses. Failure to properly connect power seat electrical harnesses may result in power seat functions being disabled and/or the air bag light illuminating.

**▲WARNING**

**Connect front seat wiring harness plug to socket provided at top of seat base before removing front seat. Failure to do so may result in serious bodily injury and/or property damage.**

**Heated Seats:** The OEM heated seat option for front seats is interfaced in the driver seat electrical wiring harness. The passenger seat heated seat feature is disabled if the driver seat is removed ("B" pillar harness disconnected).

**Adjustable Pedals:** Like the heated seat option, the OEM adjustable pedals feature is interfaced in the driver seat electrical wiring harness. When the driver seat is removed, the adjustable brake and accelerator pedal feature is disabled.

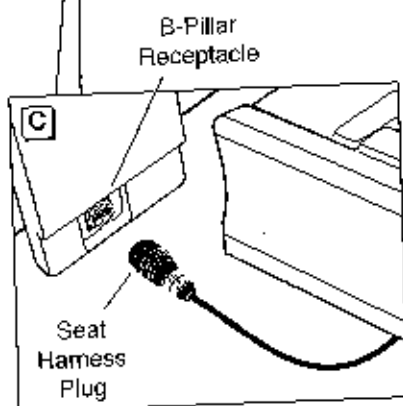
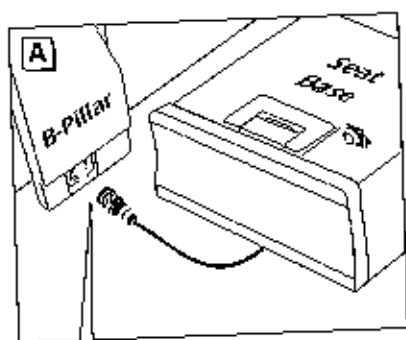
Contact your sales representative or call the Customer Experience Group at 1-800-488-0359 if any of this information is not understood.

**Floor Mats:** The floor mats supplied with this vehicle were specifically designed for use on the OEM (non-modified) vehicle floor in conjunction with OEM seats. The floor mats are not compatible for use with conversion front seat bases (with riser).

Do not use a floor mat at the front driver seat position when the conversion seat is installed. Improperly fitted and/or secured floor mats can potentially interfere with the operation of the accelerator or brake pedals, resulting in an accident.

Contact your sales representative or call the Customer Experience Group at 1-800-488-0359 if any of this information is not understood.



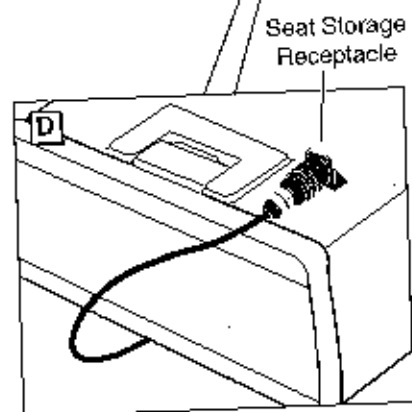
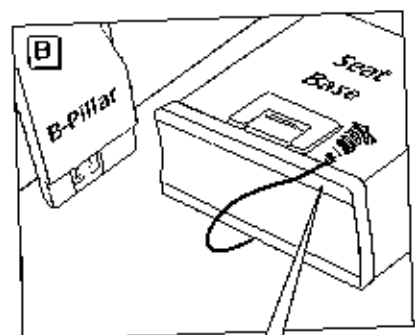


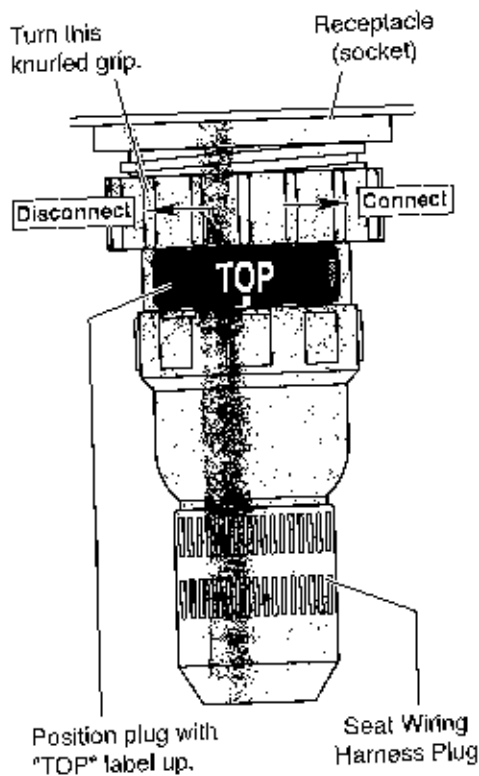
### Front Seat Wiring Harnesses and Receptacles

An electrical harness receptacle is located to the rear of each seat base in the wall (at "B" pillar). See Figures A and C. The seat wiring harness plug connects to the receptacle socket (screw-on connector details on pages 34 and 35).

Before removing seats, be certain seat wiring harnesses are disconnected.

When seats are removed, the seat electrical harness plug must be connected to the receptacle provided in the seat base. See Figures B and D.





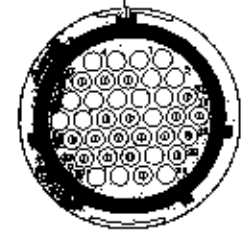
### Screw-on Connectors

**To Connect:** Align the seat harness connector by positioning the plug with the "TOP" label facing up. Align the seat harness connector alignment keys (guides) with the receptacle socket alignment slots (will only connect one way).

Carefully insert the seat harness plug in the receptacle socket. Turn seat harness connector large diameter knurled grip clockwise fully (turn gripper nearest to socket).

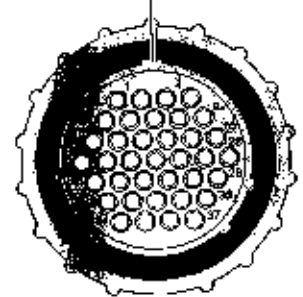
**To Disconnect:** Turn seat harness connector large diameter knurled grip counterclockwise and disengage connectors.

Alignment Slot  
(at 12 o'clock)

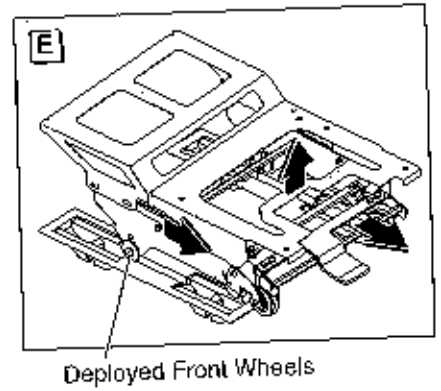
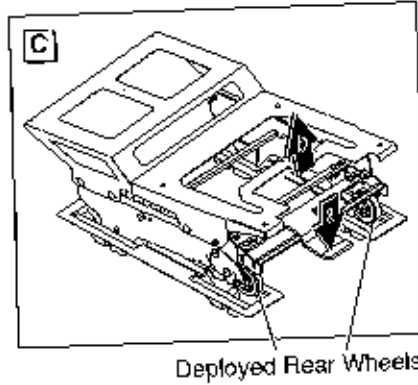
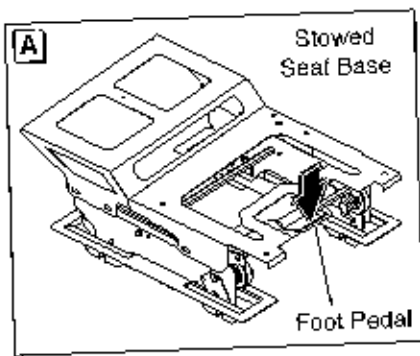


Receptacle Socket

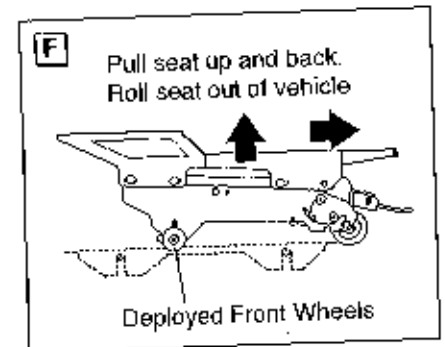
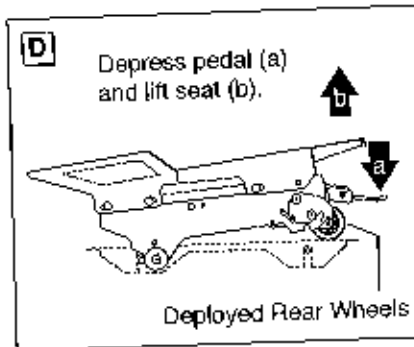
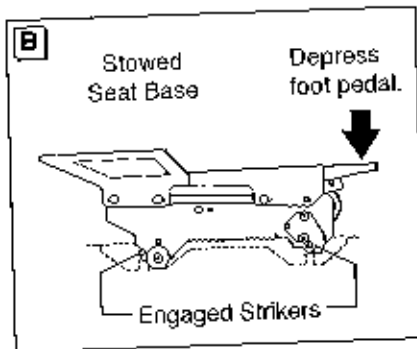
Alignment Key

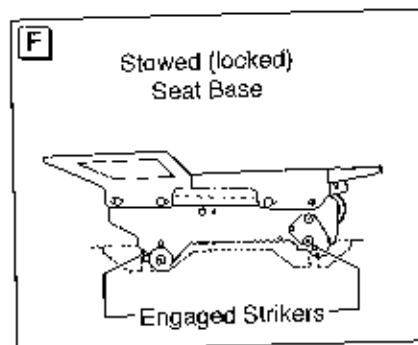
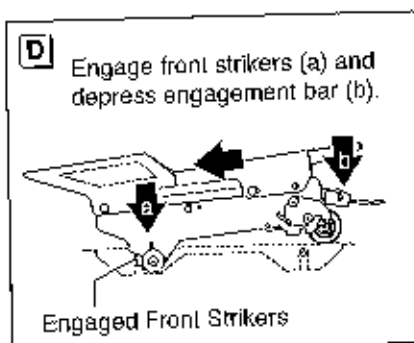
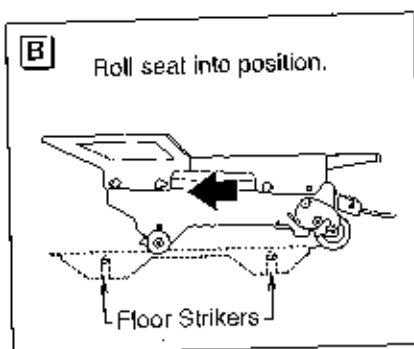
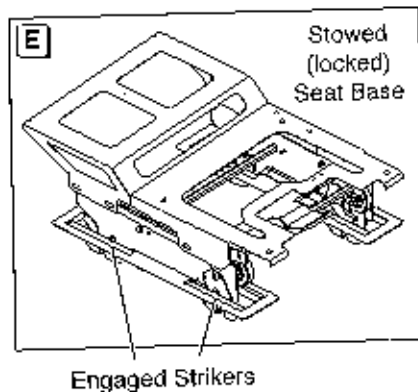
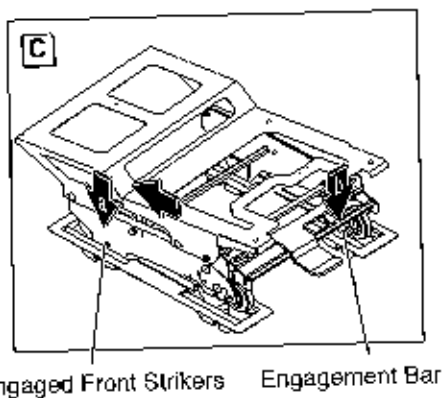
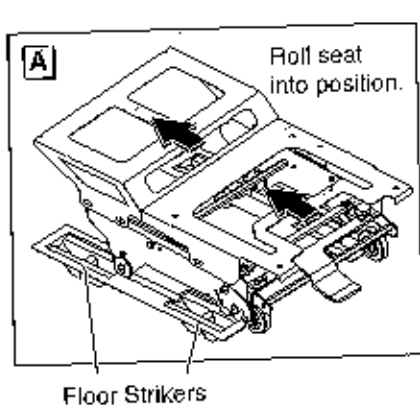


Seat Harness Plug



Illustrations depict seat base only.



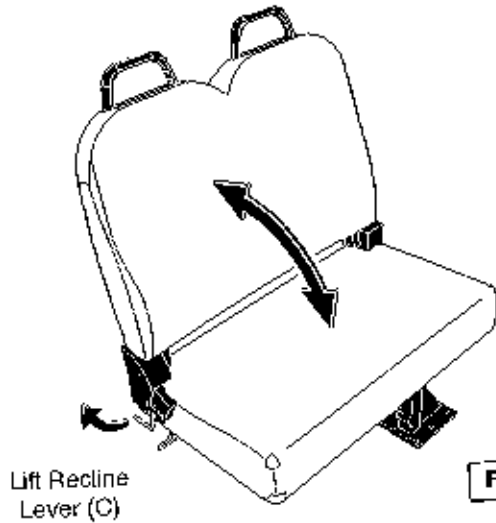


**Seatback**

To Deploy (Raise) Seatback: To Stow (Lower) Seatback:

Lift recline lever (C) and raise seatback rearward to vertical position. Ensure latch engagement.

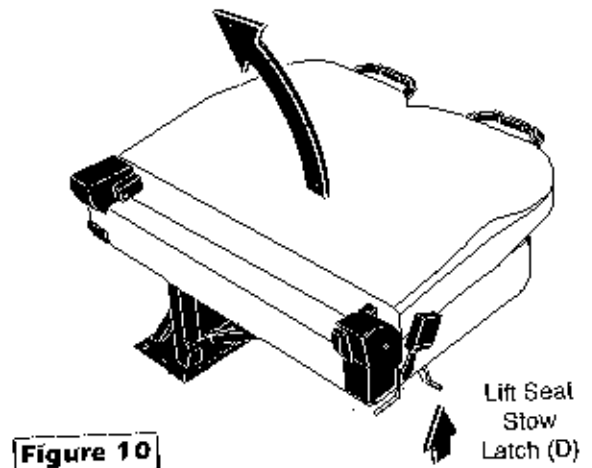
Lift recline lever (C) and lower seatback forward to horizontal position. Ensure latch engagement.



**Stow (Raise) Seat**

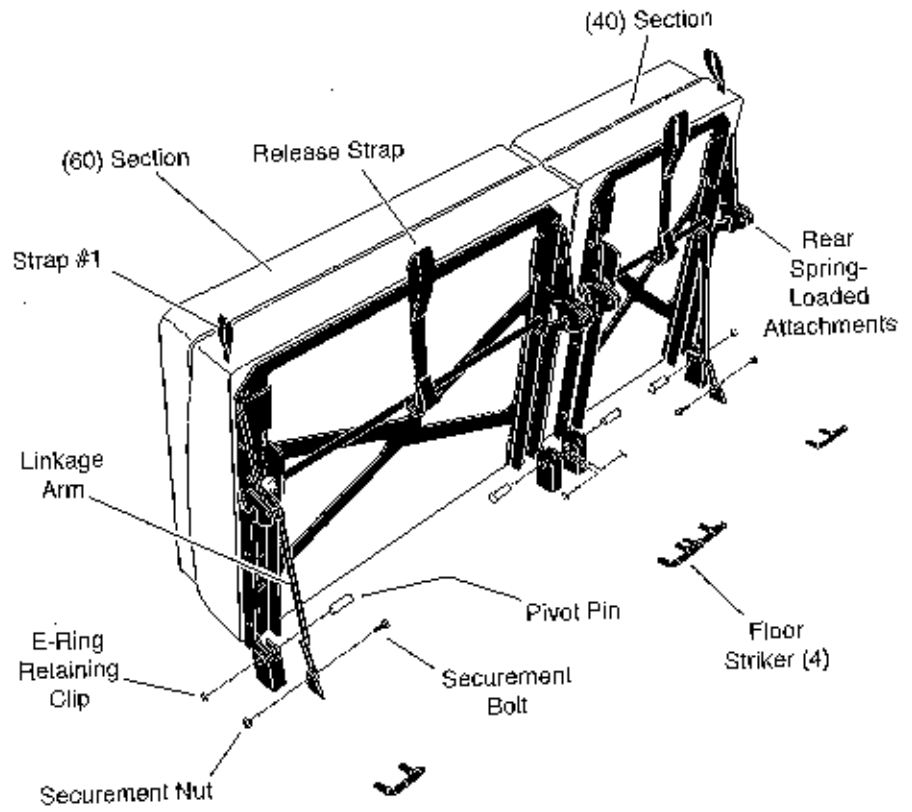
To Stow (Raise) Seat:

1. Lift seat stow latch (D) and lift seat to full vertical position (ensure vertical position (ensure locked)).
2. Rotate truss lock (A) clockwise to lock seat. See Figure 8.



3. Remove the bolt securing the linkage arm to the floor-mounted bracket.
4. Remove E-ring retaining clips from the pivot pins securing the front floor mounts.
5. Remove the pivot pins.
6. Carefully remove seat.

**Third Row Seat Installation:**  
Reverse removal procedures.





can attract dirt or other contaminants which could result in wear or damage to components.

Generally inspect the ramp assembly, fold arm and fold arm bearing for positive securement, alignment, wear or other possible damage. Discontinue ramp operation if there is any sign of damage, wear, abnormal condition or improper operation:

Inspect and clean as detailed frequently and routinely (minimum four weeks or 100 cycle intervals). Lubricate as specified approximately every three months. Note: These intervals are a general guideline and will vary according to frequency of use and conditions. Exposure to severe conditions (weather, environment, heavy usage, etc.) may require

inspection and maintenance procedures to be performed more often.

Preventive maintenance visual inspections, cleaning and lubrication procedures do not take the place of the procedures specified in the Maintenance and Lubrication Schedule provided in the service manual. The procedures outlined in the Maintenance and Lubrication Schedule must be performed at the recommended scheduled intervals by an authorized Braun Corporation service representative who has attended and been certified by The Braun Corporation Sales and Service School.

If there is any sign of damage, wear, abnormal condition or improper operation, discontinue conversion use immediately.

Contact your sales representative or call 1-800-488-0359. One of our Customer Experience Group representatives will direct you to a Braun authorized service center.

**⚠ WARNING**

Maintenance and lubrication procedures must be performed by authorized service personnel as specified in the applicable conversion service manual. Failure to do so may result in serious bodily injury and/or property damage.



## AUXILIARY POWER SUPPLY / BELOW FLOOR OBSTRUCTIONS

**Fuse Blocks:** Two fuse blocks are provided for use as an auxiliary power source (one Ignition fuse block and one Battery fuse block).

The Battery fuse block provides power at all times (independent of the vehicle ignition). The Ignition fuse block supplies power only when the vehicle ignition is on.

The installer is responsible for supplying the correct gauge wire and fuse for the particular device to be attached to the fuse block (as specified by the manufacturer of the device).

**Ignition Fuse Block:** The total maximum load must not exceed 30 amperes.

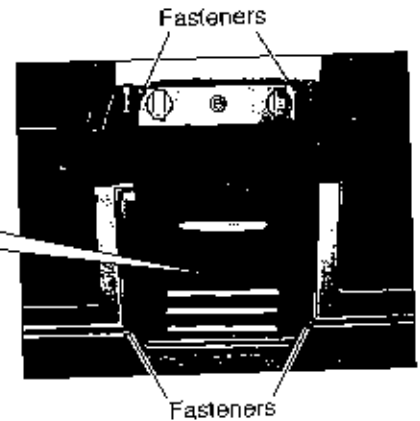
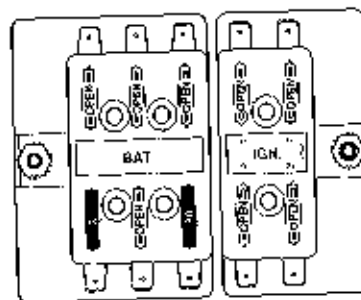
**Battery Fuse Block:** The total maximum load must not exceed 40 amperes.

Note: If installing an auxiliary electrical device that requires more than a 30 ampere ignition or 40 ampere battery power source, an alternative power source must be provided.

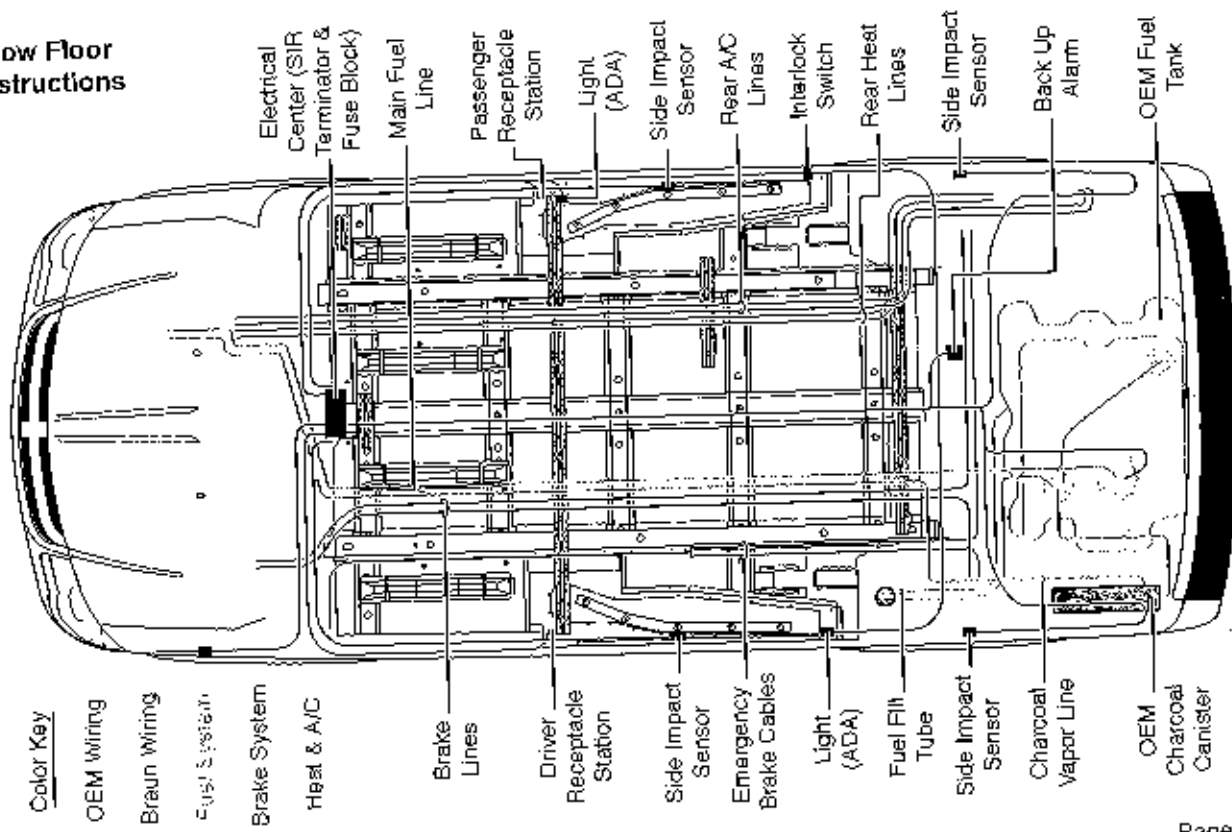
**Fuse Block Access:** The fuse blocks are located at the bottom of the center console. Remove bottom console panel (2 fasteners per side).

Note: The fuse blocks are part of an electrical assembly. Two grounding studs are also provided.

Under Dash Fuse Blocks



**Below Floor Obstructions**



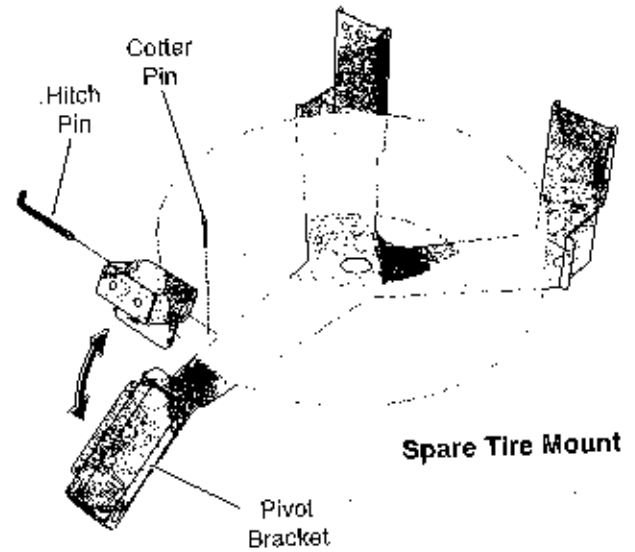
**Spare Tire Removal:** Remove the cotter pin from the hitch pin. Remove the hitch pin. Rotate (lower) the pivoting bracket to the open position. Slide tire out of mount.

**Note:** The OEM jack can be used to relieve pressure on the hitch pin. A jack engagement notch is provided at bottom of the pivot bracket. Position jack (engage bracket). Jack up to relieve pressure. Remove the hitch pin. Slowly lower tire. Rotate (lower) the pivot bracket to the open position. Slide tire out of mount.

**Note:** Use the jack handle to pry brackets apart (if needed). Three slots are provided in the pivot bracket for disengagement from upper bracket. Insert handle in slot and pry down from upper bracket.

**Stowing the Spare Tire:** Reverse removal procedures. **Note:** The OEM jack can be used to raise the tire and pivot bracket into position when storing the tire. Keep hands clear.

**Caution:** Keep clear of pivot bracket, upper bracket and tire mount. Sudden movement of storage brackets and tire may occur.



**Towing with a Lowered Floor Conversion**

Use of a lowered floor conversion vehicle for towing is prohibited.

**Transporting a Lowered Floor Conversion**

In case of service, The Braun Corporation recommends that lowered floor conversion vehicles be transported on a trailer rather than towed with one set of wheels suspended and the other set of wheels remaining in road contact.



**Trailer Transport**

**"Providing Access to the World"**



**Over 300 Braun  
Dealers Worldwide**

# WARRANTIES

# Limited Warranty

Braun® Public Use

Lowered Floor Minivan Conversion

34941 Rev A

## WARRANTY AND REGISTRATION INSTRUCTIONS

Examine your lowered floor minivan conversion for any damage. Should any damage have occurred during delivery, notify the carrier at once with any claims.

Review the service agreement, delivery checklist and warranty registration form with your sales representative. The form must be signed by the consumer and retailer. A hard copy is available upon request.

The warranty registration form must be processed electronically by the sales representative to activate the warranty. This Warranty Booklet contains detailed terms and provisions applicable to this vehicle.

Record the last eight digits of the vehicle identification number (VIN) in the space provided for future reference. This information must be provided when filing a warranty claim or ordering parts.

**BraunnAbility**  
Warranty Registration Form

Vehicle Information:  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_  
VIN: \_\_\_\_\_

Dealer Information:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Warranty Details:  
Type: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
End Date: \_\_\_\_\_

Signature Section:  
Consumer: \_\_\_\_\_  
Retailer: \_\_\_\_\_

Additional sections include a table for recording vehicle specifications and a section for recording the last eight digits of the VIN.

Vehicle Identification Number (VIN) \_\_\_\_\_



**WHAT BRAUN WILL DO TO CORRECT PROBLEMS**

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the warranty coverage periods, it will be repaired or replaced, at Braun's option, without charge to the owner, in accordance with the terms, conditions and limitations of this limited warranty.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

**HOW TO GET SERVICE**

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above;
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect;
3. Promptly schedule an appointment with and take the product to an authorized service center for service; and
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; Customer Experience Group 1-800-488-0359.

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

**EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY**

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: any rental or other commercial use or purchase of the product (as defined in this warranty), misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

**LEGAL REMEDIES**

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend any warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period, this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.



## Consolidated List of Debarred Contractors

This page was formerly named ERD-10908-P (Revised: 07/2016)

This list has been prepared in accordance with the provisions of § 66.0903(12) and 103.49(7), Wis. Stats., and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Jim Chiolino, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3345. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

### Cause Code: 1 = Failure to Pay Straight Time; 2 = Failure to Pay Overtime; 3 = Kickback; 4 = Payroll Records

Name of Contractor	Address	Effective Date	Termination Date	Cause Code	Date of Violation(s)	Terminations/Deviations
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Frattney St Milwaukee, WI 53212 OR 8095 NW 64th St Miami, FL 33166	11/1/14	10/31/17	1, 2 and 4	2011-2012	None
Abel, Mike	See, Abel Electric, Inc.					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Alpha Electric, LLC	350 Business Park Dr Sun Prairie, WI 53590	8/1/15	7/31/18	4	2014	None
Arnie Christiansen Mason Contractors, LLC	2304 65th Dr Frankville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011	None



Wisconsin). **Comuníquese con la División de Derechos Iguales al (608) 264-8752 para pedir información en un formato alternativo, incluida la traducción a otro idioma.**

DWD yog ib tus tswv hauj lwmm thiab muab kev pab muaj vaj huam sib luag rau sawv daws. Yog koj muaj ib tus mob xiam oob qhab tsis taus thiab xav tau kev pab rau daim ntawv no, thov hu rau 7-1-1 rau Wisconsin Relay Service. Thov hu rau Fab Salt Xyuas Key Muaj Cai Sib Txig ntawm (608) 264-8752 mus thov kom muab daim ntawv no kho ua lwmm hom kom koj nyeem tau, nrog rau qhov kom muab txhais ua lwmm hom lus.

**A NEW WAY TO SIGN IN** - If you already have a SAM account, use your **SAM email** for login.gov.

[Log In](#)  
[Login.gov FAQs](#)

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements coming in June.

# Entity Dashboard

[Entity Overview](#)

[Entity Registration](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[Excluded Family Members](#)

[RETURN TO SEARCH](#)

**A&J Vans Inc.**

DUNS: 093421964 CAGE Code: 4AQU6

Status: Active

Expiration Date: 07/23/2019

Purpose of Registration: All Awards

333 W Washington St  
Valders, WI, 54245-9201,  
UNITED STATES

## Entity Overview

### Entity Registration Summary

Name: A&J Vans Inc.  
Doing Business As: A & J Mobility  
Business Type: Business or Organization  
Last Updated By: COREY KJRSH  
Registration Status: Active  
Activation Date: 07/23/2018  
Expiration Date: 07/23/2019

### Exclusion Summary

Active Exclusion Records? No



[Search Records](#)  
[Data Access](#)  
[Check Status](#)  
[About](#)  
[Help](#)

[Disclaimers](#)  
[Accessibility](#)  
[Privacy Policy](#)

[FAPIS.gov](#)  
[GSA.gov/TAE](#)  
[GSA.gov](#)  
[USA.gov](#)

IBM v1.P.14.20160629-1105

WWW5

This is a U.S. General Services Administration Federal Government computer system that is "FOI OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**Patterson, Katherine M - DOT**

**From:** Nicole Wagner, <nicolew@isinc.org>  
**Sent:** Monday, July 16, 2018 11:11 AM  
**To:** Patterson, Katherine M - DOT  
**Subject:** RE: WISDOT Human Service Vehicle Bid #150164 - Reference Check A&J Commercial

Please see below

*Nicole Wagner  
Accounting Clerk*

*445 South Madison Street  
Green Bay, WI 54301  
920.431.0962 Ext. 1232*

*\*\*\*In every person... A possibility\*\*\**

**From:** Patterson, Katherine M - DOT <Katherine.Patterson@dot.wi.gov>  
**Sent:** Monday, July 16, 2018 11:08 AM  
**Cc:** Tessmann, Danette - DOT <Danette.Tessmann@dot.wi.gov>  
**Subject:** WISDOT Human Service Vehicle Bid #150164 - Reference Check A&J Commercial

Good morning,

The Wisconsin Department of Transportation has solicited bids for a Human Service Vehicle - Side Load Mini Van, and A&J Commercial has submitted a bid and has listed your company as a reference. Would you take a few moments to answer the following questions regarding the vendor. Your email response is appreciated by Friday July, 20<sup>th</sup> if possible.

- a.) Has the vendor performed satisfactorily on contracts with your company? Yes
  - b.) Were there any incidents that would bring the vendor's present responsibility and technical capability into question? No
  - c.) Did the vendor have the financial and technical capabilities of performing the contract? Yes
  - d.) Does the vendor have any outstanding code violations, improper business practices, or similar history of non-compliance? No
  - e.) Did you use any references (e.g., Better Business Bureau, Business Licenses, Dunn and Bradstreet, etc.) to determine vendor responsibility? If so, please list references used. No
- Thank you for your input. Please let me know if you have any questions.

Katie

Katie Patterson



**Patterson, Katherine M - DOT**

**From:** Tom Kostivas <z06911m3@yahoo.com>  
**Sent:** Monday, July 16, 2018 11:52 AM  
**To:** Patterson, Katherine M - DOT  
**Subject:** RE: WisDOT Human Service Vehicle Bid #150164 - Reference Check A&JCommercial

A & J Vans has performed with excellent result. We have had problems with any of your requests. If you need anything else please feel free to contact me. Thanks, Tom.

Tom Kostivas  
Throttestop  
20 Victory Lane  
Elkhart Lake, WI 53020  
p: 920-876-2277  
c: 414-333-1269

**From:** Patterson, Katherine M - DOT  
**Sent:** Monday, July 16, 2018 11:07 AM  
**Cc:** Tessmann, Danette - DOT  
**Subject:** WisDOT Human Service Vehicle Bid #150164 - Reference Check A&JCommercial

Food morning,

The Wisconsin Department of Transportation has solicited bids for a Human Service Vehicle - Side Load Mini Van, and A&J Commercial has submitted a bid and has listed your company as a reference. Would you take a few moments to answer the following questions regarding the vendor. Your email response is appreciated by Friday July, 20<sup>th</sup> if possible.

a.) Has the vendor performed satisfactorily on contracts with your company?

b.) Were there any incidents that would bring the vendor's present responsibility and technical capability into question?

c.) Did the vendor have the financial and technical capabilities of performing the contract?

d.) Does the vendor have any outstanding code violations, improper business practices, or similar history of non-compliance?

e.) Did you use any references (e.g., Better Business Bureau, Business Licenses, Dunn and Bradstreet, etc.) to determine vendor responsibility? If so, please list references used.

Thank you for your input. Please let me know if you have any questions.

Katie

Katie Patterson

Transit Section Lead Worker - Compliance and Oversight  
Bureau of Transit, Local Roads, Railroads and Harbors