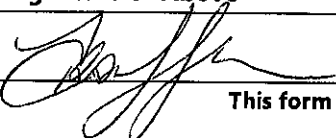


<b>BIDS MUST BE SEALED &amp; ADDRESSED TO:</b> <a href="https://esupplier.wi.gov/">https://esupplier.wi.gov/</a>		<input type="checkbox"/> Remove from bidder list for this commodity/service. (Return this page only.)		
		Bid documents must be plainly marked with due date and Request for Bid #510366		
<b>REQUEST FOR BID</b> THIS IS NOT AN ORDER		Late bids will be rejected. Bids must be submitted separately in eSupplier. 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 <b>sixty (60) days</b> from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.		
<b>BIDDER Name and Address !</b>		<b>BIDS MUST BE IN ESUPPLIER NO LATER THAN: 8/12/2020, 2:00 P.M. CST</b>		
A & J VANS INC. 333 W WASHINGTON ST. VALDERS, WI 54245		<b>Name</b>	A & J VANS, INC.	
		<b>Phone</b>	920-775-9333	<b>Date</b> 08/10/2020
		<b>Quote Price and Delivery FOB</b>		
<b>Item No.</b>	<b>Quantity</b>	<b>Description</b>	<b>Price Per Unit</b>	<b>Total</b>
LINE 10		HONEYCOMB MEDIUM BUS 10/2	\$12,014. <sup>00</sup>	\$
			\$	\$
			\$	\$
<b>Payment Terms</b>			<b>Delivery Time (Days)</b>	180
<input type="checkbox"/> 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) 266-5462.				
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 <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Unknown</b>				
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.				
<b>Name of Authorized Company Representative</b>		<b>Title</b>	<b>Phone</b>	
TRAVIS PFILE		COMMERCIAL MANAGER	920-775-9333	
<b>Signature of Above</b>		<b>Date</b>	<b>Email:</b>	
		08/10/2020	TRAVISP@AJMOBILITY.COM	

This form can be made available in alternate formats to individuals with disabilities upon request.

## APPENDIX B – 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> A & J VANS, INC	<b>City</b> VALDERS	<b>State</b> WISCONSIN		
<b>Phone</b> 920-775-9333	<b>Email</b> TRAVISP@AJMOBILITY.COM		<b>DBE Status</b> ACTIVE	
<b>Age of Firm</b> 45 YEARS	<b>Type of Work</b>	MODIFIER OF VEHICLES FOR PERSONS WITH DISABILITIES		
<b>Annual Gross Receipts</b>				
< \$500,000	<input type="checkbox"/>	\$500,000 - \$1,000,000	<input type="checkbox"/>	\$1,000,001 - \$2,000,000 <input type="checkbox"/>
\$2,000,001 - \$5,000,000	<input type="checkbox"/>	> \$5,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<b>Firm Name</b> DIAMOND COACH	<b>City</b> Oswego	<b>State</b> KS		
<b>Phone</b> 800.442.4645	<b>Email</b> apease@diamondcoach.com		<b>DBE Status</b> ACTIVE	
<b>Age of Firm</b> 32 YEARS	<b>Type of Work</b>	BUS BODY MANUFACTURER		
<b>Annual Gross Receipts</b>				
< \$500,000	<input type="checkbox"/>	\$500,000 - \$1,000,000	<input type="checkbox"/>	\$1,000,001 - \$2,000,000 <input type="checkbox"/>
\$2,000,001 - \$5,000,000	<input type="checkbox"/>	> \$5,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>



### 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 WISDOT	Solicitation Title 2020 HUMAN SERVICES VEHICLES	Solicitation Reference Number 510366
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#### Section 1: Bidder Information

Bidder/Proposer Company Name:  
A & J VANS, INC

E-Mail Address:  
TRAVISP@AJMOBILITY.COM

Phone Number: 920-775-9333	Toll Free Phone: 888-775-7750	Fax: 920-7775-4104
-------------------------------	----------------------------------	-----------------------

Address:  
333 W WASHINGTON STREET

City: VALDERS	State: WI	Zip: 54245
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#### Mailing Address for Purchase Orders (if different than above)

Address:

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:

<b>Bid/Proposal</b> TRAVIS PFILE COMMERCIAL	Phone: 262343-2520
Email: TRAVISP@AJMOBILITY.COM	
<b>Affirmative Action Plan</b> JACKIE BRENNAN ADMIN ASST	Phone: 920-775-9333
Email: JACKIEB@AJMOBILITY.COM	
<b>Orders and billing</b> TRAVIS PFILE COMMERCIAL	Phone: 920-775-9333
Email: TRAVISP@AJMOBILITY.COM	

**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 like 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:**

ORP FLEET LLC

Address (including City, State, Zip):

1746 EXECUTIVE DRIVE, OCONOMOWOC, WI 53066

Contact Person:

NANCY LUDIN

E-Mail Address:

NANCY.LUDIN@ORP.COM

Phone:

262-569-5527

List Product(s) and/or Service(s) Used:

BUSES / A &amp; J PARA-TRANSIT

**Company Name:**

CLARITY CARE

Address (including City, State, Zip):

424 WASHINGTON AVE, OSHKOSH, WI 54901

Contact Person:

JEFF STARK

E-Mail Address:

JEFF.STARK@CLARITYCARE.ORG

Phone:

920-236-6560

List Product(s) and/or Service(s) Used:

A &amp; J PARA-TRANSIT

**Company Name:**

PROHEALTH CARE

Address (including City, State, Zip):

725 AMERICAN DRIVE, WAUKESHA, WI 53188

Contact Person:

ALEXANDER WALKER

E-Mail Address:

ALEXANDER.WALKER@PHCI.ORG

Phone:

262-409-7014

List Product(s) and/or Service(s) Used:

A &amp; J PARA-TRANSIT

**Company Name:**

CATHOLIC CHARITIES

Address (including City, State, Zip):

426 S YELLOWSTONE DRIVE, MADISON, WI 53717

Contact Person:

CLAIRE SHURTZ

E-Mail Address:

CSHURTZ@CCMADISON.ORG

Phone:

608-826-8092

List Product(s) and/or Service(s) Used:

A &amp; J PARA-TRANSITS / BUSES

**Section 4: Designation of Confidential and Proprietary Information**

The attached material submitted in response to this bid/proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats., as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

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. 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, 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 prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). 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 certify that we are in compliance with applicable State of Wisconsin non-discrimination/affirmative action requirements as described in State Standard Terms and Conditions, form DOA-3054.

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**

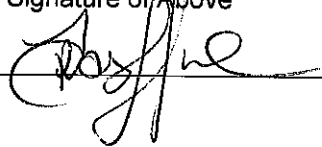
Name of Authorized Company Representative:  
TRAVIS PFILE

Title:  
COMMERCIAL  
MANAGER

Phone:  
920-775-9333

Fax:  
920-775-4104

Signature of Above



Date:  
8/10/2020

Email:  
TRAVISP@AJMOBILITY.COM

This document can be made available in alternate formats to individuals with disabilities upon request.



State of Wisconsin  
Department of Transportation  
4822 Madison Yards Way  
Madison, WI 53705

**ADDENDUM NO. 1**

**REQUEST FOR BID NO. 510366**

**BID DATE DUE 8/12/2020 @ 2:00 PM CST**

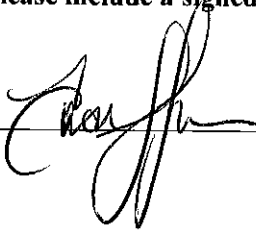
**DATE 7/24/2020**

**COMMODITY: Human Service Vehicle - Medium Buses and Rear Load Wagon Van**

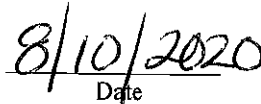
**REVISION:**

See attached.

**Please include a signed copy of this bid addendum with your bid response.**



Signature



Date

For further information concerning  
this addendum contact:

**John Remy**  
Wisconsin Department of Transportation  
Division of Business Management  
Bureau of Financial Management  
Purchasing Section

Phone: 608-264-7204

**QUESTIONS AND ANSWERS FOR SOLICITATION NUMBER 510366**  
**2020 HUMAN SERVICE VEHICLES – MEDIUM BUSES AND REAR LOAD WAGON/VAN**  
**ROUND ONE – JULY 24<sup>TH</sup>, 2020**

**GENERAL QUESTIONS – Vehicle Specifications – Solicitation Requirements**

**IMPORTANT--Please do NOT email or call WisDOT Transit staff concerning this solicitation or the submittal process. Any contact with Transit staff will result in your bid being disqualified.**

**eSupplier Instructions**

Vendors must use the eSupplier System (<https://esupplier.wi.gov>) to respond to this solicitation. eSupplier is more efficient overall and affords Vendors a higher degree of control. The eSupplier Sourcing Event number for this solicitation is 11477. The date stamp for eSupplier will be stamped at the time of submission and serves as documentation of a timely submittal. Vendors should allow ample time to enter their eSupplier response.

Required materials shall be received for acceptance of their Bid by the date and time (8/12/2020 at 2pm central) listed on the Bid cover sheet or through eSupplier. Proposals received after that time and date will be rejected. In-person, USPS, courier, Faxed and e-mailed Bids are not accepted.

There are typically four reasons a file would fail to upload to eSupplier:

- The file name is too long. File names must be no longer than 64 characters, including the file extension (e.g., ".docx") and cannot contain special characters (e.g., commas or percent signs).
- The file is too large. The maximum file size is 80MB.

- The file has macros included and enabled. Since these files may contain viruses, the eSupplier system will not allow them.
- The file type is not supported. While most file types may be uploaded, some types, like videos, will not save successfully.

**If none of these conditions apply and you still cannot upload a file, contact STAR Support for assistance at [STARSupport@wisconsin.gov](mailto:STARSupport@wisconsin.gov) or (844) 947-7827.**

Please Note: When all responses have been entered and saved, click the Submit button to send your response to the State. Click Submit on the pop-up window to confirm. You should receive a confirmation message that it has been submitted.

**4.3 - Delivery Support** - Please amend to require only Wisconsin state sales licensed personnel with the contracted organization to deliver and demonstrate the proper operation with the sub-recipient on the vehicles features as there have been multiple complains of vehicles being delivered by transporters or delivery drivers with no explanation of the vehicle.

Request denied. But, vehicle delivery **MUST** be completed by a person **able to educate the sub-recipient on the vehicle's features and must be able to demonstrate the vehicle's subsystems and equipment.** This requirement isn't "only if the sub-recipient wants to" Somebody must show the sub-recipient how the vehicle works and go over the vehicle with them **at the time of delivery.**

## GENERAL QUESTIONS – Vehicle Specifications

Please accept that the price quoted will include all items of labor, materials, tools, and equipment with the exceptions of options, registration, title, license and/or taxes and fees applicable to the location as required by the state of Wisconsin as these costs vary based on municipality. - Approved. Additional options (approved by WisDOT), registration, title, license, taxes, a fees should be not included in bid submissions and need to be invoiced separately when vehicles are delivered.

## LINE 2 – REAR LOAD WAGON/VAN

### GENERAL

Based on the request from sub-recipients in the WisDOT meeting, it was verbally discussed that wheelchairs and wheelchair users are requiring larger, wider and more heavy-duty space accommodations in order to provide transportation. The previous bid spec awarded vehicle required a minimum ramp width of 34 inches to ensure maximum ridership and availability to passengers whose wheelchair widths are larger than 30 inches. The interior floor space has also been reduced in this bid creating a smaller area for wheelchairs and increasing the possibility of denied rides for persons with disabilities. This bid has also decided to completely eliminate a wheel chair rider compared to the previous bid.

Previous spec from 2018 BID # 275038 page 73-74 item #50-51:

*"50) Manual, fold-up ramp with a non-skid surface and spring assisted; the ramp shall have a usable width of 34" (minimum), and a length of 48" (minimum), and meet all requirements of ADA; it shall be located at the rear of the vehicle; the rear opening shall have a 34" (minimum) opening and shall permit the deployment of the ramp at all times; the ramp must meet the requirements of TRANS 301; lighting shall be provided to illuminate the ramp area as required by ADA Part 1192.31©*

*51) Wheelchair positions shall be forward facing and shall provide a flooring space area of at least 32" x 48" for each position as required by ADA and as specified in TRANS 301; the vehicle shall have the ability to handle up to two wheelchairs, with both position meeting the 32" x 48" requirement."*

The entire purpose of the mobility transit vehicle is to provide paratransit services to persons with disabilities as outlined in Sec. 12143 from the Federal ADA

Sec. 12143. Paratransit as a complement to fixed route service

*(a) General rule - It shall be considered discrimination for purposes of section 12132 of this title and section 794 of title 29 for a public entity which operates a fixed route system (other than a system which provides solely commuter bus service) to fail to provide with respect to the operations of its fixed route system, in accordance with this section, paratransit and other special*

*transportation services to individuals with disabilities, including individuals who use wheelchairs that are sufficient to provide to such individuals a level of service*

*(1) which is comparable to the level of designated public transportation services provided to individuals without disabilities using such system;*

*(c) Required contents of regulations*

*(1) Eligible recipients of service - The regulations issued under this section shall require each public entity which operates a fixed route system to provide the paratransit and other special transportation services required under this section*

*(A)*

*(i) to any individual with a disability who is unable, as a result of a physical or mental impairment (including a vision impairment) and without the assistance of another individual (except an operator of a wheelchair lift or other boarding assistance device), to board, ride, or disembark from any vehicle on the system which is readily accessible to and usable by individuals with disabilities;*

*(ii) to any individual with a disability who needs the assistance of a wheelchair lift or other boarding assistance device (and is able with such assistance) to board, ride, and disembark from any vehicle which is readily accessible to and usable by individuals with disabilities if the individual wants to travel on a route on the system during the hours of operation of the system at a time (or within a reasonable period of such time) when such a vehicle is not being used to provide designated public transportation on the route; and*

*(iii) to any individual with a disability who has a specific impairment-related condition which prevents such individual from traveling to a boarding location or from a disembarking location on such system;*

*(B) to one other individual accompanying the individual with the disability; and*

*(C) to other individuals, in addition to the one individual described in subparagraph (a), accompanying the individual with a disability provided that space for these additional individuals are available on the paratransit vehicle carrying the individual with a disability and that the transportation of such additional individuals will not result in a denial of service to individuals with disabilities.*

Based on the information provided of the previous bid specification, we request that WisDOT make reasonable modification to amend the minimum specification of the minivan and take the

necessary steps to ensure that individuals with disabilities are not excluded, denied services or otherwise treated differently because of the absence of available wheelchair space by instating the previous minimum requirements published in bid 275038. These accommodations are outlined in Sec. 12182 from the Federal ADA.

## Sec. 12182. Prohibition of discrimination by public accommodations

### *(2) Specific prohibitions*

#### *(A) Discrimination*

*For purposes of subsection (a) of this section, discrimination includes*

*(ii) a failure to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages, or accommodations;*

*(iii) a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden;*

The Human Service Vehicle (HSV) contract is not a paratransit contract (Sec. 12143 from the Federal ADA). WisDOT does not directly provide fixed-route or paratransit service in the state. The vehicles on the HSV contract are intended to be used by individuals with disabilities, seniors, and the general public but are purchased by a variety of entities such as municipalities and senior centers.

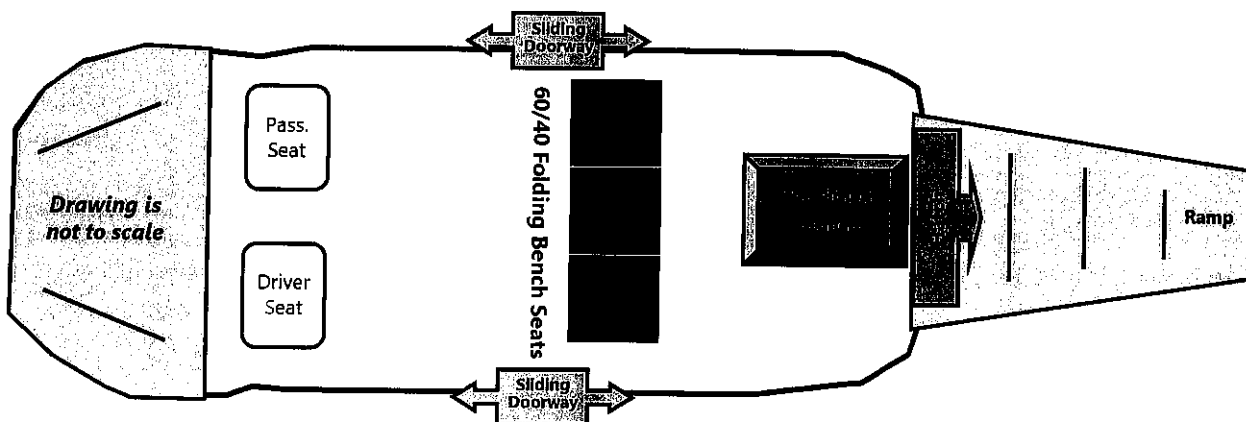
The Dodge Caravan minivan has been discontinued so WisDOT is unable to re-bid for this vehicle type. The (#510366) solicitation seeks an alternate replacement for the minivan, whether it be a van, wagon, or other type of vehicle. Since Federal Transit Administration (FTA) funds are used by sub-recipients to purchase the vehicles awarded from the solicitation, vehicles must meet *all* FTA requirements, including ADA, Altoona Testing, and "Buy America" requirements. Since there are not a lot of vehicles, especially vans or smaller buses, that meet Buy America requirements, WisDOT is searching for a replacement that can meet the needs of our sub-recipients and fulfill FTA mandates.

At this time, WisDOT is currently aware of only (1) one vehicle option that may be eligible to replace the Dodge Caravan minivan. This one vehicle option is only available in a single wheelchair rear load style. If this vehicle does not meet *all* FTA requirements (including ADA, Altoona Testing, and Buy America requirements), WisDOT will not be able to award any rear load van type vehicle until FTA approves an acceptable vehicle.

**General - 5.3.7 Altoona Testing/Bus Safety** - Given the current situation with COVID-19, Altoona is back logged on testing as they were with the Ford E Series cutaway chassis, the minivan is currently awaiting testing and will be Altoona tested but is not yet at this time. Please accept the passing results of the Altoona test at a later date before the first vehicle is delivered to the recipient. – Vehicle must be Altoona Test approved at the time of bid submission.

Please accept OEM standard as sufficient. - If a specific description of a required option is not listed, OEM standard is sufficient

**0.1 – Proposed floor plan** – Floor plan could not be loaded on the website. Please request the floorplan for viewing. Please approve the attached floor plan for the line 2 conversion category. This conversion provides for transport of 2 passengers seated in mobility aids, in addition to the driver and front passenger. When carrying 1 passenger seated in a mobility aid, this conversion would accommodate 3 ambulatory passengers in addition to the driver. Proposed floor plan is below:



**0.6 – Exterior** - The exterior skin would be provided as per the OEM chassis manufacturer - Approved

**1.1 – GVWR: 5450 pounds** - Request approval of OEM GVWR of 6,055# - Approved

**1.2 – WHEELBASE: 120.6 inches** - Request approval of OEM wheelbase of 121.6" - Approved

120.6" please accept this as a minimum requirement. – 120.6 inches wheelbase is the minimum requirement.

**1.3 - OVERALL LENGTH: 190 inches** - Request approval of OEM overall length of 203.6" - 203.6" length is approved

**1.4 - OVERALL EXTERIOR WIDTH WITH MIRRORS: 84.1 inches** - Request approval of OEM overall exterior width with mirrors 79.6" - Approved

**1.5 - INTERIOR HEIGHT: 41.9 inches** - interior height for wheelchair securement area shall be a minimum of 56" to remain in compliance with ADA requirements. - Approved

**2.2 - ENGINE SIZE: 2.0L GDI I-4** - Please accept the 2.0L engine as a minimum requirement as trim options and packages may require an upgraded engine option to meet other specs. – 2.0L may be a minimum requirement.

**2.2 - ENGINE SIZE: 2.0L GDI I-4** - Please amend to a minimum V6 engine to ensure the vehicle has enough power to safely operate with the additional weight of the wheelchair conversion. – V6 engine is acceptable

Request approval of OEM 3.6 L V-6 24V VVT gasoline ESS (engine start/stop) engine - Acceptable

**2.5 - FUEL TANK: 15.8 gallons** - 15.8 gallons. Please approve as a minimum requirement. - Approved



Request approval of 19-gallon fuel tank - Approved

**2.6 - FUEL CAP** - Request approval for OEM cap less fuel fill tube. This OEM design prevents the addition of a locking fuel cap. - Approved

**2.7 – TRANSMISSION: 8 speed automatic** - Request approval of OEM 9 speed automatic, electronically controlled transmission. - Approved

**2.8 – ALTERNATOR: Heavy Duty 220 amp** - Request approval of OEM 180-amp heavy duty alternator - Approved as long as it can meet the requirements of the vehicle and added modifications.

Please approve the OEM heavy duty alternator. – Approved as long as it can meet the requirements of the vehicle and added modifications.

**2.10 - ENGINE BLOCK HEATER** - Please remove this option as the minivan has a much smaller engine that does not require a block heater to assist the engine in reaching optimal temperature in cold climates. - Approved

**2.13 – BATTERIES: Heavy duty 80 amp** - Request approval of OEM 12-volt dual battery configuration consisting of one 650 CCA battery and a second 200 CCA battery. - Approved

**3.0 - FRAME** - Please accept a uni-body construction frame as minivans are not built with a body on frame similar to buses and trucks. – Uni-body construction is allowed but vehicle does not specifically have to be a minivan.

**3.5 - BUMPERS** - Please approve the minivan absorption impact OEM bumper for front and rear. - Approved

Request approval of OEM front and rear body-colored low impact bumpers. - Approved

**3.6 - EXHAUST SYSTEMS: The exhaust tailpipe shall terminate at the left rear corner of the vehicle**  
- Please approve the Wisconsin Trans 301 requirements for an exhaust system

Trans 301.18 Exhaust system. The exhaust system which includes the exhaust manifolds, joining gaskets, piping leading from the exhaust manifold, muffler, catalytic converter, and tail pipe may not enter the HSV at any location. The exhaust system pipes shall be of nonflexible tubing. The exhaust system pipes shall extend to, but not beyond the rear limit of the bumper or to the body limits on the left side of the bus behind the driver's compartment, or may exit to the right side of the vehicle to the rear of the rear wheel. The complete exhaust system shall be tightly connected and free from leaks and shall be properly insulated from the electrical wirings or any combustible part of the vehicle.

History: Cr. Register, March, 1982, No. 315, eff. 4-1-82; am. Register, April, 1997, No. 496, eff. 5-1-97.

- Approved

Please approve the exhaust to exit on either the left or right side of the rear of the vehicle. – Approved. Must follow Wisconsin Trans Rules 301

Please approve the exhaust to exit from the rear of the vehicle. - Approved. Must follow Wisconsin Trans Rules 301

**3.9 – 3.10 – SUSPENSION: Independent MacPherson strut suspension w/stabilizer bar and Twist-beam rear suspension w/stabilizer bar** - Please approve the use of OEM suspension with the addition of electronic stability control for added safety. - Approved

**3.10 - SUSPENSION SYSTEM REAR: Twist-beam rear suspension w/stabilizer bar** - Request approval for OEM rear independent suspension, including rear trailing arm suspension, rear coil springs, and gas pressurized rear shocks. - Approved

**4.2 - TIRE COUNT: Six** - Please amend to 4 tires as minivans are not produced with 6 tires. – Approved. Four tires are the minimum requirement.

**4.2 - TIRE COUNT: Six** - OEM vehicle is produced with 4 tires; not 6. Please approve 4 tires. – Approved. Four tires are the minimum requirement.

**4.3 – WHEELS: Painted white and 16 inch** - Please amend to a black steel wheel as the white painted wheels are standard on a bus but not on minivans and small automobiles. – Black steel wheels are approved.

Please accept a 17-inch black steel wheel to allow for a larger front brake system giving more stopping power and safety by shorting stopping distances. – 17-inch wheels are approved.

Request approved equal for OEM 17" steel rims/black – Approved.

**4.6 - VALVE STEM** - Request approved equal for OEM rubber valve stem. – Approved.

Please amend to OEM rubber valve stem without the need of an extender as the OEM extends outward past the hubcap for accessibility. – Approved.

**7.9 - FUSES AND RELAYS: The panel shall be accessible through a non-locking door** - Please accept the OEM fuse box in lieu of a circuit box door. Circuit box doors are used on bus body whereas minivans use the OEM electrical layout. – OEM fuse box is allowed.

This conversion does not require the addition of a separate fuse panel, so there would not be need for a "circuit box door"; please delete from this item from this specification. - Approved

**9.6 - OUTSIDE DOOR LIGHTS** - Please remove this option as minivans do not have outside door lights. – Outdoor lights are not required.

**9.5 - BRAKE LIGHT AND BACK UP: A center-top 7 inch round third brake light shall be provided and it shall be an LED fixture** - Please accept the OEM SAE standard LED/bulb style brake lights and back up lights as a 7" round brake light would obstruct the rear view. - Approved

Request approval of OEM exterior lighting package. - Approved

**10.1 - INTERIOR LIGHTS: Vehicles shall incorporate side and/or center ceiling mounted interior lighting and shall be LED fixtures.** - Request approval of OEM interior lighting package. -  
Approved

**11.2 - DRIVER SEAT: 6 way adjustable seat** - Please accept the OEM standard 4-way adjustable seat -  
Approved

**11.4 - PASSENGER SEATS** - Please approve the Wisconsin Trans 301 requirements for 2 flip-up seats in lieu of a bench seat to allow additional wheelchair seating and wheelchair space

Trans 301.29 Seating.

- (1) All seats shall be forward facing and securely fastened to that part or parts of the body which support them. A passenger seat cushion retention system shall be employed to prevent passenger seat cushions from disengaging from seat frames in event of accident.
- (2) The top corners and at least 10 inches of the top of the back surface of the seat backs shall be padded sufficiently to reduce the likelihood of injury. Hand holds may be incorporated on a seat back. These holds are exempt from the padding requirement.
- (3) For purposes of this subsection, a "foldaway seat" is a single or double seat designed so the seat back folds down or the seat bottom folds up and includes seats where the entire folded assembly may lock securely along the interior wall of the vehicle. Foldaway seats shall comply with the requirements in 49 CFR 571.207. A "flip-up seat" may be used at a side emergency door location. A flip-up seat shall conform to the following requirements:
  - (a) The automatic flip-up seat shall be designed and constructed to inhibit passenger limbs from becoming lodged between the seat cushion and seat back.
  - (b) The working mechanism under the seat shall be covered to eliminate any tripping hazard.
  - (c) The bottom of the flip-up seat shall be covered with sheet metal or other material of equal strength and durability and any sharp edges padded to prevent injury or snagging clothing.
  - (d) The seat shall be designed and constructed to rise to a vertical position automatically when not occupied.
- (4) All passengers aboard an HSV shall be seated in a permanently mounted seat. The department shall interpret the removable seat in a van as being a permanently mounted seat. This subsection does not apply to persons transported in a wheelchair or some other device which would make this provision impractical.
- (5) Rear or center facing seats in a station wagon are not permitted.

History: Cr. Register, March, 1982, No. 315, eff. 4-1-82; am. (2) and (4), r. and recr. (3), cr. (5), Register, April, 1997, No. 496, eff. 5-1-97.

– 2 flip-up seats are allowed.

**11.4. - PASSENGER SEAT** - Please amend the use of two single fold seats in the mid row to allow a for an additional wheelchair position and the option of a double bench fold seat in the 3rd row . – Two single fold seats are allowed.

Request approval of revised seating diagram (item 0.1). The OEM quad bucket seats (2) would be mounted on bases that fold towards the outside of the van to create additional space if needed. The back of the seat folds down flat and the entire seat assembly flips to the side and stores between the lowered floor area and the sliding door. – OEM quad bucked seats (2) are allowed.

**12.3 - EXTERIOR SIDE MIRRORS:** There shall also be 2 exterior clear view outside rearview mirrors, one to the left and one to the right of the driver and The right outside mirror mounts shall include a side angle adjustable convex mirror to provide an additional close-in field of vision located so as not to reduce the visual field of the flat surfaced mirror - Please approve the Wisconsin Trans 301 requirements for mirrors

Trans 301.26 Mirrors.

(1) HSV mirrors shall comply with the requirements of 49 CFR 571.111. In addition, every HSV with a GVWR of more than 10,000 pounds shall have an interior rearview mirror at least 6 x 30 inches overall. There shall also be 2 exterior clear view outside rearview mirrors, one to the left and one to the right of the driver. Area of each mirror shall be not less than 50 square inches overall. Each mirror shall be firmly supported and adjustable to give driver clear views past left rear and right rear of vehicle. The right outside mirror mounts shall include a side angle adjustable convex mirror to provide an additional close-in field of vision located so as not to reduce the visual field of the flat surfaced mirror below 50 square inches, or as an option, have a front mounted mirror; these shall provide a view from the service door rearward.

(2) Each HSV with a GVWR of 10,000 pounds or less shall have:

(a) One interior rearview mirror.

(b) Two outside rearview mirrors. One shall be on the right side and one on the left side of the vehicle.

(3) Every HSV except an automobile or station wagon transporting minors shall be equipped with a 7 inch cross-view mirror providing a reflection of the road from the front bumper to a point where direct observation is possible.

(4) Mirrors which are cracked, broken, or clouded shall be replaced.

History: Cr. Register, March, 1982, No. 315, eff. 4-1-82; am. (1), Register, April, 1997, No. 496, eff. 5-1-97. - Approved

**12.3 - EXTERIOR SIDE MIRRORS** - Please remove the use of a large cross view mirror as this a bus requirement but not for small automobiles. - Approved

**12.3 - EXTERIOR SIDE MIRRORS** - Please approve a small convex mirror for blind spot viewing. - Approved

**13.4 - POWER POINT FOR AUX POWER IN PLACE OF CIGARETTE LIGHTER** - Please accept OEM option of USB and/or 12v power adapters for versatile options of a power source. - Approved

Please accept OEM convenience group including (2) 12V DC power outlets. – Approved

**14.1 - AIR CONDITIONING AND HEATING: Dual Zone Front Auto Temperature Control. Rear Seat Climate Control (rear compartment A/C and Heater with manual rear controls)** - Please accept OEM standard heating and A/C control system as the rear seats do not have a climate-controlled option of heated or cooled seats. – Approved. Seats do not have to be heated or cooled or climate controlled.

Please accept OEM front standard heating and A/C control system which provides single driver control for the heat and A/C. - Approved

**15.2 - FLOOR AND FLOOR COVERING** - Please accept driver and front passenger floor could include custom fit, flexible all season floor mats, made of an advanced Thermoplastic Elastomer (TPE). Mats are manufactured in America to ISO 9001 standards, and meet FMVSS 302 standards. – Floor mats are not approved as we have had complaints that wheelchairs and passengers' trip on them.

**15.3 - LOWERED FLOOR:** *Floor shall be lowered to allow rear ramp and additional room for wheelchair passenger, Lowered portion of the floor shall be in the rear of the vehicle (where wheelchair securements are located) and have a length of 51 inches, 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* - Please amend the lowered floor assembly joined to a uni-body as the minivan does not have a frame rail to connect to. – Uni-body is allowed

The current lowered portion of the floor to be in the rear of the vehicle and have a length of 51 inches only allows single wheelchair seating denying ridership compared to the current Line 2 minivan previously on the state bid which requires 2 wheelchair riders. Please amend to 98 inches from 51 inches to allow for 2 wheelchair positions as stated on page 4 of the bid "Line 2: Wagon/Van, Accessible, Gas, Rear Load Ramp (4/2 Passenger Seating)" as this would meet the minimum specification to adhere to Federal ADA. – 98 inches is allowed.

**17.3 - PASSENGER WINDOWS:** *Shall be slider type* - Please accept OEM style windows as minivans do not offer the same slider style as used on buses but still retain the tempered safety glass with OEM. – OEM windows are approved.

Request approval of OEM window package. – OEM windows are approved.

**17.3 - PASSENGER WINDOWS"** *Shall be slider type* - Please amend to the OEM window package (not slider type). - Approved

**20.1 - RAMP GENERAL** - Please accept the ramp in a secure position without the use of padding as the ramp folds to insure there is not contact with head impact and would only contact the lower rear most part of approved W/C18/19 wheelchairs. – Approved.

Please amend the ramp to be used without padding as the ramp does not have the same option for padding as the bus lift does. – Approved.

Please amend the minimum ramp capacity be set at 1,000# as requested by many recipients to provide access to a broader rider base and allow larger and heavier wheelchair occupants decreasing the number of denied riders – Ramp may be 1,000 pounds.

**20.4 - RAMP SURFACE/PLATFORM: Shall be 1:6 maximum as measured to ground level with the non-rail vehicle resting on a flat surface.** - Request approval of ramp slope < or = 10 degrees from vehicle to ground. - Approved

**20.5 - RAMP WIDTH: 30 inches** - Please amend ramp width be increased to 34", thereby providing access to a broader rider base and allow larger and wider wheelchair occupants decreasing the number of denied riders – 34-inch-wide ramp is approved

**20.6 - RAMP LENGTH: 56 inches** - Request approval of 60" ramp length to create an easier slope for moving wheelchair passengers in/out of the vehicle. – 60-inch-long ramp is approved.

**20.7 - VISUAL AND AUDIO WARNINGS: An audible warning signal shall be activated in the vehicle in the event that the rear hatch is opened and the interlock is not engaged.** - Request approval of the OEM interlock. The OEM interlock automatically engaged; therefore, there would not be the possibility of "an audible warning signal activating in the vehicle in the event that the rear hatch is opened and the interlock not engaged." - Approved

**21.2 - RAMP DOORWAY: Shall have a minimum 58-inch door height and Shall have a minimum 52-inch door width.** - Request approval of 56" rear door entry height as required by ADA. - Approved

Request clarification of rear entry door width. Does WisDOT desire width at floor level (pan), or width of the OEM hatch? The conversion width at ramp level is 34"; OEM door width is 49". – OEM door width is approved at 49 inches.

**21.2 - RAMP DOORWAY: Shall have a minimum 52-inch door width** - Please accept the OEM door width of 49". – OEM door width is approved at 49 inches.



**22.1 - WHEELCHAIR POSITION : One space in the rear of the vehicle and Forward facing, behind the driver seat-** The spec states for the wheelchair position to be behind the driver seating position but the current floorplan places a bench seat behind the driver. Please amend the spec to call for 2 wheelchair positions to allow for wheelchair seating directly behind the driver/passenger front row seat. – The vehicle drawing in the specifications is a sample layout. Only one wheelchair position is required. Vendor may submit (In Appendix G) their layout for wheelchair position and ambulatory seats.

**22.1 - WHEELCHAIR SPACE** - Request that specification be revised to allow for (2) forward facing wheelchair securement locations. This flexible (2) wheelchair securement configuration, combined with the flip-n-fold 2nd row bucket seating, provides maximum use of the mini-van, and provides a more efficient transportation option. – Bucket seating request is allowed. Only one wheelchair position is required.

**22.4 - WHEELCHAIR RETRACTORS (FRONT AND REAR): Retractors shall have a floor anchorage attachment consisting of an L-Track fitting which shows a positive locking indicator along with a four-stud, double plunger attachment for added strength** - Please approve the change from L-track fitting to Q'Straint Slide-N-Click fitting. This fitting is a more secure fitting with easier operation and will not collect debris and dirt reducing the chance of corrosion. – Slide and Click fittings are accepted.

**22.2, 22.3, 22.4 - WHEELCHAIR SPACE: Retractors shall have a floor anchorage attachment consisting of an L-Track fitting which shows a positive locking indicator along with a four-stud, double plunger attachment for added strength** - Request approved equal status for Q'Straint slide-n-click fittings in lieu of L-series track. A WC18 self-tensioning retracting system shall be provided for each wheelchair securement position. – Slide and Click fittings are accepted.

**22.4 - WHEELCHAIR SECUREMENT** - WC19 is a wheelchair standard and would not apply to the wheelchair securement system. Please remove reference to WC19 standard. – WC19 reference can be removed.

## LINE 9 – MEDIUM BUS (10/2 SEATING)

**1.2 - Wheelbase -176 inches** Is 176" a maximum or minimum. Suggest Maximum. 176 inches is accepted but should be the minimum. We do not want a smaller body or chassis on this line item.

**1.3 - Overall Length 261 inches** - Is 261" a minimum. Most buses this size are nominally 264"-308" overall in length. - 261 inches length is accepted and will serve as a minimum.

**3.6 – Exhaust: Stainless steel** *The vehicle shall be equipped with a heavy duty, corrosion resistant exhaust system which meets or exceeds FMVSS and EPA noise level and exhaust emission (smoke and noxious gas) requirements* - The Ford OEM exhaust system is not stainless steel. It uses aluminized steel. Please approve the Ford OEM exhaust system material. Our standard exhaust extension components are the same material used by Ford OEM to avoid galvanic corrosion caused by connecting dissimilar metals. Please approve. – Request approved.

**4.3 - Wheels** - 16inch x 16 inch Please correct. OEM wheels are 6" x 16", not 16" x 16" – The painted steel wheel shall be 16 inches by 16 inches. 6 inches by 16 inches seems too small for the requirements.

**4.4 - Wheel Covers (hubcaps)** - Please clarify. Are 4 Hubcaps required per bus? They are listed but no specification is provided. – This specification can be eliminated. Hubcaps are not required.

**4.6 - Valve Stems - Metal stems Stem extenders.** Please clarify, are Ford OEM valve stems acceptable, or is WISC DOT specifying aftermarket valve stem extenders? Ford OEM valve stems are long enough to service tires. – Aftermarket stem extenders are approved. Stem extenders was one of the most popular requests by sub-recipients in the latest survey.

**4.7 - Passenger Cowl - Passenger side cowl protection from stones thrown from front wheels.** Section 4.8 specifies front and rear mud flaps. The front mud flaps protect both sides of the transition/cowls, passenger side and driver side. Please approve front mud flaps on our Phoenix model, as acceptable or more fully clarify what is required. – Mud flaps are approved.

**6.2 - Remote Keyless Entry** - Ford does not offer remote keyless entry on a cutaway chassis with passenger side door delete. We can provide a key fob that operates the curbside ambulatory power passenger entry door. Please delete this requirement or change to apply not to the Ford chassis driver's door, but instead apply to the door in the stepwell. – OEM key entry is approved. Does not have to be remote keyless.

**6.3 - Power door locks** - Ford does not offer power door locks on a cutaway chassis with passenger side door delete. Please delete requirement, since it is not available. - Power locks on doors are not required

**7.6 - Low Pressure Tire Warning OEM** - An OEM tire pressure monitoring system is not available on a DRW chassis with a Shuttle Bus Prep Package. Please delete. – Requirement is deleted.

**9.6 - Brake Lights - A center-top 7 inch round third brake light shall be provided and it shall be an LED fixture** Our center-top third brake light is 4" round please approve. – Approved.

**11.1- Driver Seat** - FTA foam Throughout the specification WISCDOT requires that the bus meet the fire standard FMVSS 302. FTA Foam is not available on the Ford OEM chassis driver seat. FTA foam is only available on an aftermarket driver seat such as Freedman, Recaro, or USSC. Please delete the FTA foam requirement. FTA foam does not hold up as well as standard FMVSS 302 foam. Please clarify. – FTA foam requirement can be eliminated for this line.

**11.6 - Passenger Seats Foldup/down - Line 9: "There should be 6 double and flip down/up seats."; or Line 11: "There should be 7 double and flip down/up seats."** Using Freedman Seating terminology a flip seat and a foldaway seat are different. It appears to us that WISCDOT does not want flip down/up seats but wants foldaway seats. Please clarify, is our understanding correct, that WISCDOT wants all six double midback seats for HSV Line 9 [see drawing 1] and for HSV 11 all seven double midback seats [see drawing 2] to be foldaway and also have 3 Point seatbelts? Please confirm that all foldaway seats are to have 3 point seatbelts which is a change from previous contracts, or clarify. Also, both Line 9 and 11 specified seating plans could be accomplished with only two double foldaway seats and the rest of the seats could be fixed/stationary which would save WISCDOT substantial cost [see drawings 3 and 4]. Please clarify. – Correct, to clarify we would like foldaway seats. Six double midback seats for line 9 and six (plus one single foldaway) for line 11.

Three-point seatbelts are required

Please keep all ambulatory seats foldaway. We realize the additional costs but want to make the vehicle as accommodating as possible in terms of space and versatility.

**An ABS trim** piece to protect bottom of the bottom of the seat Please clarify, is WISCDOT requiring an optional additional piece of ABS trim to protect and hide the underside of the seat bottom when in the stowed position, or is the standard seat bottom protection ABS trim acceptable? – Standard ABS is acceptable

**Bolt-on legs that are adjustable** It is not clear to us what WISCDOT means by "bolt-on legs that are adjustable. The cantilevered design of the Freedman foldaway seat does not require bolt-on legs that are adjustable, nor does Freedman offer bolt-on legs. See photo. Please delete or clarify. – Cantilevered design is acceptable.

**FTA foam** FTA Foam is a more rigorous standard exceeding FMVSS 302 requirements. Since WISCDOT has specified FMVSS 302 throughout the specifications, we would suggest that the FTA foam requirement be deleted. FTA foam does not hold up as well as standard FMVSS 302 foam. Please clarify. – FMVSS 302 foam is acceptable and FTA form is not required.

**13.3 - Backup Camera and Monitor Display** - must not interfere or block driver's view through windshield or mirrors Reference OEM, please approve a Rosco back-up camera with monitor mounted in rear view mirror. – Rosco back-up camera and monitor is approved.

**14.1 - Air Conditioning Front and Rear - Shall be roof mounted** Please confirm that roof mounted is in reference to the condenser being roof mounted and that the evaporator is to be mounted at the ceiling and rear wall on the interior of vehicle. – Condenser is roof mounted.

**15.4 - Step Flooring Steps** - shall have the ability to be heated Please clarify this requirement. Steps have the ability to be heated, but is this a requirement. If so, will the Ford OEM dash vent on the curbside of the dash with louvers directed toward the stepwell suffice in meeting the specification; or does WISCDOT require an entry first step heated pad such as the Lighthouse model? – First entry step shall be headed or have a heated pad. All steps do not have to be heated. This was one of the requests from the sub-recipient survey.

**15.7 - Rub Rails** - This specification requires two rubrails on each side, a lower and an upper, each constructed of 4" wide steel. This is a school bus rub rail design [see photo] and not an HSV design. There is only one exterior rubrail on each side of an HSV type vehicle. Please allow each manufacturer to provide their standard rubrail instead of specifying a nonstandard school bus style that may compromise the manufacturer's ability to comply with the specified FMVSS 214 Side Impact requirements in Section 15.0. See photos of single rubrail on each side for an HSV. Please also note that two rubrails are not necessary on our vehicle because our side walls have a single rub rail, plus a crash rail and a seat rail imbedded in the sidewalls that exceed the strength of the two specified rub rails [see graphic of structure, blue and red sidewall rails]. Hidden rails are functionally superior and more aesthetically appealing. – Rub rail specifications come from Wisconsin Trans Rule 301, and the vehicle must adhere to these requirements.

**Trans 301.28 Rub rails.**

**(1)** Every HSV originally manufactured to federal and state school bus standards with a GVWR of more than 10,000 pounds shall comply with the following requirements:

- (a)** There shall be one rub rail located approximately at seat level which shall extend from the rear side of the service door to the rear of the vehicle and one rub rail located on the left side from the front to the rear.
- (b)** There shall be one rub rail located between the floor line and 9 inches above the floor line. It shall extend over the same longitudinal distance as the upper rub rail, except where it meets the wheel housing, and which may terminate at the radii of the right and left rear corners.
- (c)** Rub rails shall be constructed of 16 gauge longitudinally corrugated or ribbed steel of at least 4 inch width. Each rub rail flange shall be attached at each body post. Pressed-in or snap-on rails are not permitted.

Trans 301.28(2)(2) An HSV with a GVWR of 10,000 pounds or less is not required to have rub rails.

**15.8 - Corrosion Protection - All steel body/floor structure shall be coated rust inhibitor primer for corrosion protection and to prevent rust** - Our steel body instead of using cold rolled steel or carbon steel is constructed of galvanized and galvanized steel. Galvanized/galvanized steel has an inherent protection against corrosion which is better than carbon or cold rolled steel coated with a rust inhibitor primer. Our floor structure is undercoated to Ford QVM standards to prevent against corrosion. Please approve the use of galvanized and galvanized steel for the body structure and our undercoating of the floor structure to Ford QVM standards as meeting this requirement. - Approved

**16.4 - Rear Emergency Door - The left side emergency door shall be equipped with safety glass in the upper portion and lower portion shall be of at least the same gauge metal as the body.**

We wish to clarify that there isn't a left [driver] side emergency door. The only door on the left side is the driver's door which only has the one manually operated window. Please approve. – Correct, no emergency door on the left side of the vehicle. Emergency door is in the rear. I believe it is mean to read "left side OF emergency door".

Driver's side door window can be manually operated.

The emergency door shall be hinged on the right side if it is in the rear of the bus and on the front side if it is in the left side and shall open only outward See photo of rear emergency door. Please approve. – Emergency door is in rear and shall be hinged on the right side.

**16.4 - Rear Emergency Door - The vehicle transmission shall not shift out of the park position when the rear emergency door is locked or when the door is unlatched.** Our Emergency Door Vandalock will not allow the vehicle to start if the Emergency Door is locked. Anytime the Emergency door is open and the vehicle is running an audible alarm sounds. Please approve this design as an equal to the specifications. – Approved.

**20.5 - Lift Width** - 37 inches The 37" wide platform will not fit in the door opening with the lift located forward of the rear axle. The widest lift available in the front location is a 34" wide platform. Please approve a 34" wide platform. If a 37" wide platform is required then the lift door will need to be moved to behind the rear axle on the curbside of the vehicle. – 34 inch wide platform is approved.

**21.2 - Lift Doorway** - Shall have a minimum 56-inch door height. We believe that the 56" door height does not meet ADA requirements. We believe for this class of vehicle that the ADA height needs to be 68" minimum. Please clarify. – From PART 38—AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY SPECIFICATIONS FOR TRANSPORTATION VEHICLES:

*38.25 - Door height.* For vehicles in excess of 22 feet in length, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 68 inches. For vehicles of 22 feet in length or less, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 56 inches.

*Depending on the length of vehicle submitted, if it is under 22ft, 56-inch door opening is approved. If the vehicle is over 22ft, a 68-inch doorway is approved.*

**Appendix A - Section 6 - Bidder Identification** Bidder preference provisions Because FTA funds are being used in part to fund any contract resulting from this procurement, it is our understanding that bidder preferences are prohibited. Please confirm. – Vendors may complete Section 6 – Bidder Identification on Appendix A. There is no preference given in this solicitation.

**Appendix A - Section 4.4.9 - As Built Parts Manual** Please note that we no longer use parts manuals. Instead we offer an on-line parts store that lists parts and prices and is available to anyone with internet access. Please approve. – Section 4.4.9 (page 15) in the Solicitation document "RFB\_510366\_ Medium Buses and Rear Wagon.docx" can be amended to state that online parts manuals are acceptable.

**Appendix A - Section 7.3.** - Blanket Fidelity Bond Please confirm that there are no required bonds for this procurement. - Section 7.3.3 (page 21) in the Solicitation document "RFB\_510366\_ Medium Buses and Rear Wagon.docx" Blanket Fidelity Bond is not required

**Appendix A - Section 4.0 Quantities** - Pg. 23 There appears to be missing language in this section which ends; "The". Please clarify. – Standard Terms and Conditions (page 23) in the Solicitation document "RFB\_510366\_ Medium Buses and Rear Wagon.docx" should say:

**"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."

**LINE 10 – MEDIUM BUS HONEYCOMB (10/2 SEATING)**

**1.2 – Wheelbase 176 inches** - Please accept a wheelbase of 158" to allow for a smaller bus body if weight analysis is met. Request denied.

**1.3 – Length 261 inches** - Please allow body to be 261 as a minimum as a 176" wheelbase doesn't allow for a body at that length.

Approved, length of vehicle at 261 inches is allowed

Please allow for a smaller bus body overall length

Request denied.

**1.4 – Exterior Width 94 inches** - Please change overall width to 96" as this is the common width amongst most bus bodies.

Please accept a small variance of width of +/- 5 inches as different bus bodies will have a small difference in width

Bus shall be a minimum of 94 inches wide but there is no maximum width.

**2.5 – Fuel Tank** - Please accept a large 40-gallon fuel tank to insure vast capacity but to also keep weight of the vehicle down as to not cause the vehicle to move to a larger chassis based on additional weight from the fuel. 40-gallon fuel tank is acceptable.

**2.7 – Fuel Access Panel** - Please inform if this is needed or not as there isn't a comment next to the spec.

Fuel access panel is required.

**2.14 - Batteries shall be readily accessible area on a pullout stainless steel tray under the body** - Please allow for batteries to be located in stepwell, this provides better protection to the elements and eliminates issues with corroding battery tray drawers, Approved

**3.5 – Bumpers: The rear bumper shall be installed using heavy duty brackets bolted to the frame or frame extensions (not welded). The bumper shall be bolted directly to the bumper brackets with a minimum of 8 bolts (4-each side). Bolts shall be a minimum 7/16 inch grade 8 or approved, and must have a flat transition panel from the body to the bumper.** Please accept the rear bumper directly bolted with a minimum of 4 bolts grade 8. Approved.



**3.6 - Galvanized heat shielding shall run between the exhaust system and the floor of the vehicle, at a minimum, this shield shall meet OEM Up-Fitter Guide requirements, or approved equal -**  
Please allow heat shielding to terminate after rear axle as exhaust drops away from floor and would render shielding useless, and reduce rattling over time. Approved

**4.4 - Wheel Covers (hubcaps) -** Please accept the OEM white paint steel wheel without hubcaps.  
Approved.

**5.2 - Cruise Control -** Please indicate if cruise is needed and if OEM is acceptable - Cruise control is required. OEM is acceptable.

**6.2 – Remote Keyless Entry -** Please accept the OEM key entry. Approved.

**6.3 - Power door locks -** Please indicate if remote power locks are needed and if OEM needs to be used  
– Power locks on doors are not required

**9.6 – Brake Lights: A center-top 7 inch round third brake light shall be provided and it shall be an LED fixture -** Please allow for LED third brake strip in lieu of spec'd 7 inch round – Approved

**10.2 - Floor Lights: Floor surface in the aisles shall be a minimum of 10 foot-candles and For interior floor, seat and aisles the light fixture must maintain constant light output over a 12 volt range.** Please allow our 6 (9 diode LED) overhead cabin lights to be sufficient lighting for floor illumination in lieu of dedicated floor lights. – Approved

**10.6 – Driver Lights: This light shall illuminate without ignition activation -** Please consider verbiage regarding driver light being wired without ignition activation. This could cause battery drainage if forgotten on. - Drivers light to provide general illumination does not have to be integrated into ignition activation.

**11.1 – Driver Seat** Please clarify the “European” style needed - This requirement can be deleted from the specifications.

Please accept the OEM style seating – Approved

Please accept the OEM style foam. – Approved

Please accept the OEM spring seat for even load and durability. – Approved

Please accept the OEM style headrest. – Approved

**11.2 – Driver Seat Adjustments: 4-way adjustable lumbar (up/down and in/out)** - Please accept the OEM seat with adjustable 4-way position. – Approved

Please clarify if this seat is to be a power or manual seat. – Can be a manually adjusted seat.

**11.4 – Driver Running Board - Expanded metal stainless steel running board with 11 gauge expanded metal step tread, 16 gauge framing on driver's side, Maximum ground-to-step height of 12" and a minimum tread depth of 8", Must extend 6" maximum outward from driver door threshold** - Please allow for a diamond plate running board in lieu of expanded metal. Also please remove outward threshold maximum and change to minimum as it contradicts the minimum tread depth of 8". Our step has a nice large tread depth of 12" and would extend past the 6" maximum outward from threshold. – Approved. Running board must be coated or protected to combat rust and corrosion.

Please accept the current honeycomb bus WISDOT approved stainless steel driver side running board. - Vendor needs to include a specific verbiage to be approved equal. Please don't reference previous solicitations or addendums that may not be available for everyone to view. If the substitute running board meets the current specifications or approved equals in this addendum, that is allowed.

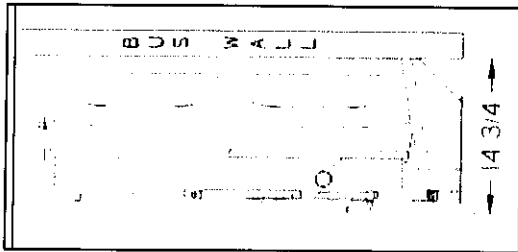
Please accept a diamond plate running board for the honeycomb bus. – Approved. Running board must be coated or protected to combat rust and corrosion.

**11.6 – Passenger Seats (foldup/down)** - Please indicate quantity of fold seats. I believe the spec is asking for two folds and four fixed doubles but want to make sure as floorplan doesn't differentiate between the two types. -

Please clarify the seating requirements as the spec calls for 6 double and fold seats. Based on the diagram shown, it does not label all seats as to which need to be fold. Are you asking for all 6 seats to be fold seats or is any combination of seats acceptable?

Passenger seats should all be double flip-downs, if possible. 6 sets of double seats that are able to be flipped up or down. We are trying to accommodate requests from sub-recipients for more diverse seating arrangements.

Please disregard comment about the seat protruding no more than 12" is the stowed position. Seats are installed per Freedman's specifications and bases vary depending on seat. – Approved, no minimum distance from locked seat position to interior floor.



Please accept the fold seat to extend 14" based on the rolled floor using 1-2" of space – Approved

Please accept the legs of the fold seat are mounted to the floor of the bus and are not adjustable as the mounting is integrated into the seat frame to meet the safety standards of Trans 301 – Accepted.

Please accept the fold seat to not have an ABS trim on the bottom of the seat as that would cover the safety latch and release lever needed to operate the seat. This would also remove the option of a storage for the retractors. – Accepted

Please accept the fold seat and rigid seats will give a 12" aisle way with +/- 1" variance. – Aisle width must follow Wisconsin Trans Rule 301:

#### **Trans 301.10**

**Aisle.** Any HSV with a GVWR of more than 10,000 pounds or a vehicle with the aisle through the center of the unit shall have a minimum clearance of 12 inches leading to the emergency door when measured at any point between the seats or between any seat and emergency door frame in the case of a vehicle with a side emergency door. An open area for wheelchairs may not be considered an aisle.

**12.2 - Interior Rear-View Mirror: at least 6x30 inches** - Please allow for a 6X16" interior rear view mirror in lieu of 6X30. - Wisconsin Trans Rule 301 states "In addition, every HSV with a GVWR of more than 10,000 pounds shall have an interior rearview mirror at least 6 x 30 inches overall." Mirror needs to meet this requirement.

**12.4 – Cross View Mirror** - Please indicate streetside or curbside placement. - A crossview mirror shall be placed on both streetside and curbside to ensure driver can view the front of the bus easily as well as the service door.

**13.1 - OEM AM/FM Radio** - Please allow for aftermarket am/fm radio as OEM requires chassis to be special order and could delay production times.

Please accept an aftermarket am/fm radio with front and rear speakers.

Approved.

**13.3 - Backup Camera and Monitor** - Please allow for back-up camera to be integrated into rear view mirror as OEM option not available. Picture of rear is only visible in mirror while in reverse.

Approved

**13.4 – Power Point for Aux Power in Place of Cigarette Lighter** - Please accept OEM option of USB and/or 12v power adapters for versatile options of a power source. – Approved

**14.1 – Air Conditioning Front and Rear** - Please accept the A/C systems are mechanical controlled with only a few pressure switches and do not need a computer system with diagnostic plug-in options for all recipients as this will create additional costs. – Approved

**14.1 – Condenser** - Please accept the option of a skirt mounted condenser to keep the overall height of the vehicle lower for overhangs. – Denied. Must be roof mounted.

**14.2 – Heater** - Please accept the option of a tower heater. As long as the heater meets the required heating specifications (65,000 btu) and isn't a space heater, then it is approved.

**15.1 - Flooring Underlayment: Flooring shall be a minimum of 5/8 inch thick, engineered wood with moisture barrier to resist moisture and decomposition, and sealed edges. Proposer shall**

**indicate manufacturer of flooring provided. Minimum R-5 insulation (polyurethane foam, EPS foam or equivalent) in floor** - Clarification, when you say engineered, do you mean plywood with exterior grade glue? In regards to sealed edges, is normal undercoating procedures sufficient for edge sealing or do you mean something in addition to?

Please explain what is required by engineered wood?

Correct, "engineering wood" should mean plywood and exterior grade glue. Normal undercoating procedures for edging sealing are approved.

Please allow a normal undercoating process to be a sufficient moisture barrier as a synthetic moisture barrier (ex: plastic, aluminum underbelly) has the potential to trap moisture and cause early derogation of flooring material. – Approved

Please omit R-5 insulation requirement as there is no good way to protect materials (ex: Poly foam, EPS) from road debris that are attached to underside of floor. – Approved

**15.2 - Flooring and Floor Covering** - Please allow for Gerflor smooth non-slip flooring throughout bus in lieu of spec'd rubber flooring – Approved

**15.3 – Wheel housing** - Please accept a body molded wheel house on the honeycomb bus as the vehicle is a one-piece body mold. – Accepted

Please accept a fiberglass wheel housing as this will not corrode or deteriorate with weathering. – Accepted

**15.4 - Step Flooring: Steps shall have the ability to be heated** - Please accept first step on entrance well to be heated to satisfy spec. Approved. First step shall be heated but additional steps do not have to be heated.

Also, step nosing requirement to be even with riser is not obtainable with products available. Please allow for slight overhang with the mentality of reducing as much as possible. – Approved. Slight overhang is allowed.

Please accept a fiberglass stepwell for the Honeycomb body construction as the fiberglass will not corrode or rust. – Approved

**15.7 - Rub Rails** - This seems to follow a school/MFSAB spec, please allow for a rubber rub rail, 4" in width, securely affixed into a mechanically attached, molded receiving rail.

Please accept the honeycomb body is a rigid construction resin that will not dent or crease like the metal body bus and therefore does not need to have metal rails drilled into the side of the bus as drilling into the one-piece honeycomb body may cause spider cracks unlike the metal body with fiberglass laminate

- Rub rail specifications come from Wisconsin Trans Rule 301, and the vehicle must adhere to these requirements.

**Trans 301.28 Rub rails.**

**(1)** Every HSV originally manufactured to federal and state school bus standards with a GVWR of more than 10,000 pounds shall comply with the following requirements:

**(a)** There shall be one rub rail located approximately at seat level which shall extend from the rear side of the service door to the rear of the vehicle and one rub rail located on the left side from the front to the rear.

**(b)** There shall be one rub rail located between the floor line and 9 inches above the floor line. It shall extend over the same longitudinal distance as the upper rub rail, except where it meets the wheel housing, and which may terminate at the radii of the right and left rear corners.

**(c)** Rub rails shall be constructed of 16 gauge longitudinally corrugated or ribbed steel of at least 4 inch width. Each rub rail flange shall be attached at each body post. Pressed-in or snap-on rails are not permitted.

Trans 301.28(2)**(2)** An HSV with a GVWR of 10,000 pounds or less is not required to have rub rails.

**16.1 - Passenger Service Door** - Please accept OEM defrost vents located on both the driver and passenger side for clearing the windshield and side glass view. If the side defrost vents can do the same or better specifications to ensure door is clear, than this is acceptable.

Please accept the entrance door to be a reinforced fiberglass. - Service door must adhere to specifications in Wisconsin Trans Rule 301:

**Trans 301.30 Service door.**

**(1)** Service door shall be located on right side of vehicle.

**(2)** Service door shall be so designed as to prevent accidental opening.

(3) In a vehicle of more than 10,000 pounds GVWR, the lower as well as upper panels shall be of safety glass as follows:

Trans 301.30(3)(a)

(a) The bottom of the lower glass panel may not be more than 35 inches from the ground when vehicle is unloaded.

(b) The upper glass shall be hermetically sealed or the vehicle shall be equipped with a defrosting device to assure the driver has a clear view out of the service door glass.

**History:** Cr. Register, March, 1982, No. 315, eff. 4-1-82; renum. (1) to be Trans 301.03 (8) and am., renum. (2) to (4) to be (1) to (3) and am. (3), Register, April, 1997, No. 496, eff. 5-1-97.

**16.3 – Service Door Opener: The entry door shall be equipped with a sensitive edge as standard that will reopen the door when closed on a passenger or object in the doorway - Please** remove the need for a sensitive edge on the entry door as it will be controlled by the driver and interlocked when doing so. This door is not an automatic door and cannot close without an operator doing so. – Approved

**16.4 - Rear Emergency Door -** Please accept a roof hatch emergency exit in lieu of the rear door. – Denied. Vehicles shall have a rear emergency door that complies with Wisconsin Trans Rule 301

**16.9 - Aisle Space: Shall have a minimum clearance of 12 inches leading to the emergency door when measured at any point between the seats or between any seat and emergency door frame in the case of a vehicle with a side emergency door.** Please clarify that this 12" between seat and emergency door frame is only needed when a side emergency door is provided and doesn't pertain to rear emergency door. – Correct, 12 inches between seat and emergency door is only for side emergency door. We are asking for a rear emergency door.

**17.2 - Passenger Windows Tint Windows shall have anodized black finish. Maximum tinting shall be 31% light transmittance -** Please allow for 24% light transmittance in lieu of spec'd 31%. – Approved.

**20.1 - Lift General: A minimum of four (4) support bars installed underneath the floor are required.** – Please accept 2 frame mounted cross rails for mounting in lieu of smaller added support bars as the cross rails will provide added strength and support over smaller support bars. – Approved

**20.3 – Lift Storage: When in the stored position, the surfaces of the lift facing the center and to the rear shall also be padded to prevent injury in case of contact in an accident** - Please remove this option as the wheelchair lift will have a station for passenger seated behind the wheelchair lift and the wheelchair passengers will be on the opposite side of the bus with an aisle way between the lift and the seating area. – Approved

Please explain if this is a request for a lift cover or if the standard lift padding and station is acceptable. – Standard lift padding is acceptable

**20.5 – Lift Width: 37 inches** - In lieu of the 37" platform, please approve the use of a 34" platform at the 1,000lbs capacity.

Please accept for the Honeycomb bus body a lift width of 34-inches with a 1000lb as the steel body construction bus will provide this option to sub-recipients

Please accept for the Honeycomb bus body a lift width of 34-inches as the honeycomb body is a true one-piece molded construction that does not allow for cutting the wider doors needed to accommodate the additional width of the lift. The 37" width is still available to recipients on the steel body bus and by accepting the 34-inch lift, this will allow more Honeycomb bus manufactures to bid. If the 34-inch lift is not allowed, it will remove bidder opportunity and could create sole source bidding.

34-inch lift width approved. Lift must have a 1,000lb capacity.

**21.2 - Lift Doorway** - Shall have a minimum 56-inch door height. We believe that the 56" door height does not meet ADA requirements. We believe for this class of vehicle that the ADA height needs to be 68" minimum. Please clarify. – From PART 38—AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY SPECIFICATIONS FOR TRANSPORTATION VEHICLES:

*38.25 - Door: height.* For vehicles in excess of 22 feet in length, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 68 inches. For vehicles of 22 feet in length or less, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 56 inches.

*Depending on the length of vehicle submitted, if it is under 22ft, 56-inch door opening is approved. If the vehicle is over 22ft, a 68-inch doorway is approved.*



**21.5 – Lift Door: Vehicle shall be equipped with a fully automatic wheelchair lift mounted on the curbside of the vehicle, accessible via access doors.** - Please accept the option of a rear lift or front lift to meet the minimum seating requirements as many sub-recipients have requested both options of a front and rear lift. - Denied. Wisconsin Trans Rule 301 states that service opening for lift or ramp shall be on the right side of the vehicle, not the rear.

**Trans 301.61 Special service opening.**

Trans 301.61(1)

(1) There shall be an enclosed door opening located on the right side of the HSV and far enough to the rear so that any forward mounted door when fully opened may not obstruct or interfere with the normal operation of the regular service door.

(2) A device shall be provided to hold doors in a wide open position of at least 90°.

(3) Door materials and structural strength shall be equivalent to conventional service and emergency doors.

(4) Each door shall have a glass window meeting the requirements of s. Trans 301.35.

(5) The door shall be equipped with a device that shall actuate an audible or visual signal located in the driver's compartment when door is not securely closed and latched and may deactivate when door is fully opened. This subsection shall be applicable to vehicles manufactured after January 1, 1982.

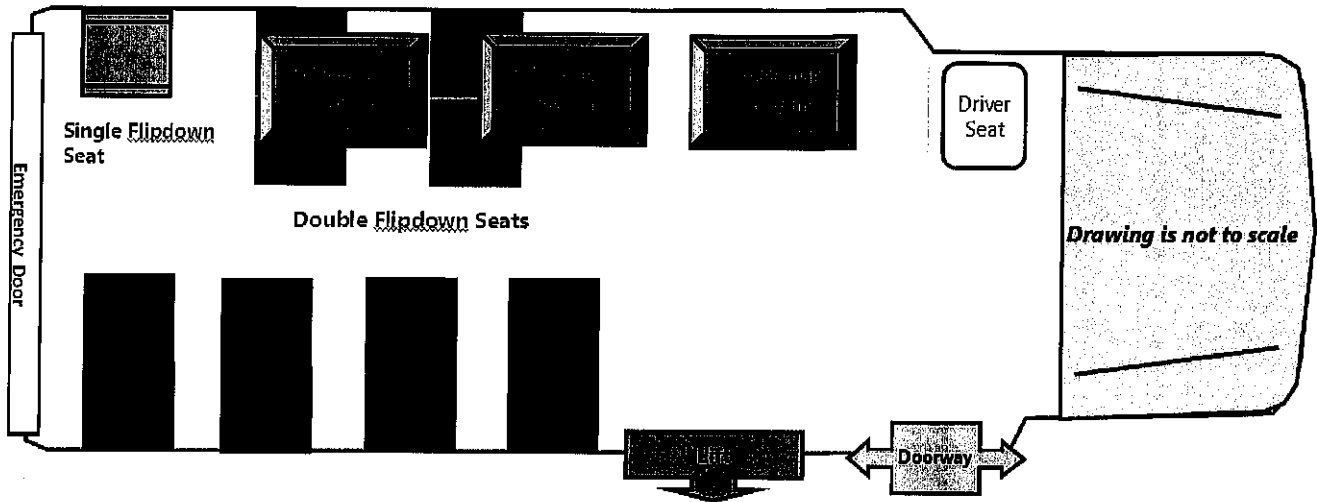
(6) Door panels shall enclose the complete opening in the body made necessary by the installation of a side ramp or power lift.

**History:** Cr. Register, March, 1982, No. 315, eff. 4-1-82; am. (1), (5) and (6), Register, April, 1997, No. 496, eff. 5-1-97.

Please accept the option of a double wheelchair door to insure no obstruction with the front entrance and meeting the minimum 90 degree opening. – Approved

LINE 11 MEDIUM LG. BUS (12/2 SEATING)

**Seating Update:** In order to remain a non-CDL vehicle (having 16 people in the vehicle, including driver) we will remove the last row of double flip-down seats behind the driver and require a single flip-down seat in its place.



**1.2 - Dimensions** - Please accept that the Wheelbase will be 186" not 176" as specified. The bus would be over weight in the rear on a 176" wheelbase. – 186 inches is accepted. 176 inches will be set as a minimum.

**1.3 - Dimensions** -Please accept an overall length of 300" and not 261". – Approved, 261 inches will be set at a minimum.

**2.14 – Batteries** - Please accept that battery cables will be Ford standard 2 gauge no 1/0. – Approved

**7.12 - General Wiring** - Please accept that wires will not be number coded, they will be function coded. – Function coding is approved

Please accept that not all connections will have lock tab connectors. – Accepted. Tab connections should be used when possible.

**11.1 - Driver Seat** - Please clarify if Freedman Shield reclining driver seat with four-way lumbar adjustment and right-hand armrest will meet the specifications for driver seat. – Accepted

Please accept that Freedman does not offer FTA foam for any of the Ford E-Series cutaway driver seats. – Accepted

**11.4 - Driver Running Board** - Please accept that the running board will be diamond plate not stainless steel and will have grip strut holes on the tread, not expanded metal. It will be approximately 12.5" off the ground. - Approved. Running board must be coated or protected to combat rust and corrosion.

**11.6 - Passenger Seat Fold up/Down** - Please accept that Freedman does not offer an ABS trim piece to protect the bottom of the GO-ES space saver foldaway seat. – Accepted

Please accept that per Freedman the fold up/down seat (Also known as the GO-ES space saver) is 12.75" thick when folded and therefore the folded-up seat will protrude more than 12" from the wall. – Accepted

**11.6 - Passenger Seats Foldup/down - Line 9: "There should be 6 double and flip down/up seats."; or Line 11: "There should be 7 double and flip down/up seats."** Using Freedman Seating terminology a flip seat and a foldaway seat are different. It appears to us that WISCDOT does not want flip down/up seats but wants foldaway seats. Please clarify, is our understanding correct, that WISCDOT wants all six double midback seats for HSV Line 9 [see drawing 1] and for HSV 11 all seven double midback seats [see drawing 2] to be foldaway and also have 3 Point seatbelts? Please confirm that all foldaway seats are to have 3 point seatbelts which is a change from previous contracts, or clarify. Also, both Line 9 and 11 specified seating plans could be accomplished with only two double foldaway seats and the rest of the seats could be fixed/stationary which would save WISCDOT substantial cost [see drawings 3 and 4]. Please clarify. – Correct, to clarify we would like foldaway seats. Six double midback seats for line 9 and six (plus one single foldaway) for line 11.

Three-point seatbelts are required

Please keep all ambulatory seats foldaway. We realize the additional costs but want to make the vehicle as accommodating as possible in terms of space and versatility.

**11.6 - Passenger Seat Fold up/Down – Vehicle should have six sets of double foldaway seats and one single foldaway seat in the rear, on the driver side. The elimination of the 7<sup>th</sup> set of double foldaway seats is to ensure that vehicle does not require a CDL.**

**13.3 - Back Up Camera and Monitor** - Please accept that the Back-Up camera will not be Ford OEM. Monitor is built into rearview mirror on the windshield. – Accepted

**14.1 - Air Conditioning Clarification** - Please clarify whether just the A/C condenser is to be located on the roof or whether an all-in-one A/C system on the roof is required. A/C condenser is the only part that needs to be on the roof.

**14.2 - Heater** - Please accept that since all seats in passenger cabin are foldaway seats, we will not be able to provide the specified under seat heater. Wall mounted heaters can still be used though. – Wall mounted heaters are accepted

**15.0 - Flooring, Ceiling, Walls & Interior** - Please accept that this class of vehicle is not required to be side impact tested and has not been tested. – Noted. Thank you. If the vehicle is not required to be side impact tested, the specification can be removed.

**15.6 - Interior Finish** - Please accept that Luan will not be used in walls or ceiling but will be used in other non-load bearing locations inside the bus such as trim pieces. – Luan used in non-load bearing locations inside the bus such as trim is acceptable.

**15.7 - Rub Rails** - Please accept that rub rails on bus sides will be 2" wide black rubber, ILO 4" wide metal. Approved as long as it meets Wisconsin Trans Rule 301: Rub rail specifications come from Wisconsin Trans Rule 301, and the vehicle must adhere to these requirements.

**Trans 301.28 Rub rails.**

(1) Every HSV originally manufactured to federal and state school bus standards with a GVWR of more than 10,000 pounds shall comply with the following requirements:

(a) There shall be one rub rail located approximately at seat level which shall extend from the rear side of the service door to the rear of the vehicle and one rub rail located on the left side from the front to the rear.

(b) There shall be one rub rail located between the floor line and 9 inches above the floor line. It shall extend over the same longitudinal distance as the upper rub rail, except where it meets the wheel housing, and which may terminate at the radii of the right and left rear corners.

(c) Rub rails shall be constructed of 16 gauge longitudinally corrugated or ribbed steel of at least 4-inch width. Each rub rail flange shall be attached at each body post. Pressed-in or snap-on rails are not permitted.

Trans 301.28(2)(2) An HSV with a GVWR of 10,000 pounds or less is not required to have rub rails.

**16.3 - Passenger Service Door Opener** - Please accept that an A&M entry door will have "Auto Re-opener" that will measure electrical current to sense obstruction. – Approved.

**16.4 - Rear Emergency Door** - Please accept that the "Emergency Exit" decals will be red letters on a white background. - – Approved. Wisconsin Trans 301 Rule only states that the letters be of contrasting or conspicuous colors.

**16.9 - Aisle Space** - Please accept that the distance between the tie down position and foldaway seat across the aisle is approximately 9.5" and not 12" minimum as specified.- Correction, 12 inches between seat and emergency door is only for side emergency door. We are asking for a rear emergency door.

**20.3 - Lift Storage** - Please accept that the lift platform will not be padded but will face the center of the bus when stowed. - Approved

**20.8 - Lift Rollstop** - Please accept that the Braun side barriers on the platform measure 2.5" high and not the requested 4" high. - Approved

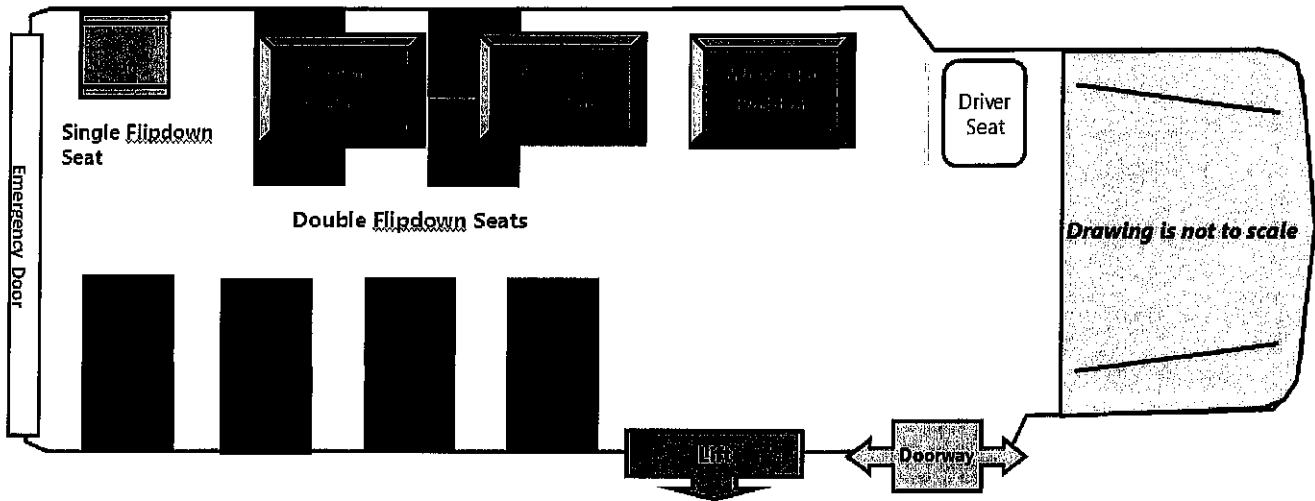
**21.2 - Lift Doorway** - Shall have a minimum 56-inch door height. We believe that the 56" door height does not meet ADA requirements. We believe for this class of vehicle that the ADA height needs to be 68" minimum. Please clarify. – From PART 38—AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY SPECIFICATIONS FOR TRANSPORTATION VEHICLES:

*38.25 - Door height.* For vehicles in excess of 22 feet in length, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 68 inches. For vehicles of 22 feet in length or less, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 56 inches.

*Depending on the length of vehicle submitted, if it is under 22ft, 56-inch door opening is approved. If the vehicle is over 22ft, a 68-inch doorway is approved.*

**LINE 12 MEDIUM LG. BUS HONEYCOMB (12/2 SEATING)**

**Seating Update: In order to remain a non-CDL vehicle (having 16 people in the vehicle, including driver) we will remove the last row of double flip-down seats behind the driver and require a single flip-down seat in its place.**



**1.2 – Wheelbase 176 inches** - Please accept a wheelbase of 158" to allow for a smaller bus body if weight analysis is met. Request denied.

**1.3 – Length 261 inches** - Please allow body to be 261 as a minimum as a 176" wheelbase doesn't allow for a body at that length.

Approved, 261 inches will be set at a minimum.

Please allow for a smaller bus body overall length

Request denied

**1.4 – Exterior Width 94 inches** - Please change overall width to 96" as this is the common width amongst most bus bodies.

Please accept a small variance of width of +/- 5 inches as different bus bodies will have a small difference in width

Bus shall be a minimum of 94 inches wide but there is no maximum width.

**2.5 – Fuel Tank** - Please accept a large 40-gallon fuel tank to insure vast capacity but to also keep weight of the vehicle down as to not cause the vehicle to move to a larger chassis based on additional weight from the fuel. 40-gallon fuel tank is acceptable.

**2.7 – Fuel Access Panel** - Please inform if this is needed or not as there isn't a comment next to the spec.

Fuel access panel is required.

**2.14 - Batteries shall be readily accessible area on a pullout stainless steel tray under the body** - Please allow for batteries to be located in stepwell, this provides better protection to the elements and eliminates issues with corroding battery tray drawers, Approved

**3.5 – Bumpers: The rear bumper shall be installed using heavy duty brackets bolted to the frame or frame extensions (not welded). The bumper shall be bolted directly to the bumper brackets with a minimum of 8 bolts (4-each side). Bolts shall be a minimum 7/16 inch grade 8 or approved, and must have a flat transition panel from the body to the bumper.** Please accept the rear bumper directly bolted with a minimum of 4 bolts grade 8. Approved.

**3.6 - Galvanized heat shielding shall run between the exhaust system and the floor of the vehicle, at a minimum, this shield shall meet OEM Up-Fitter Guide requirements, or approved equal** - Please allow heat shielding to terminate after rear axle as exhaust drops away from floor and would render shielding useless, and reduce rattling over time. Approved

**4.4 - Wheel Covers (hubcaps)** - Please accept the OEM white paint steel wheel without hubcaps. Approved.

**5.2 - Cruise Control** - Please indicate if cruise is needed and if OEM is acceptable - Cruise control is required. OEM is acceptable.

**6.2 – Remote Keyless Entry** - Please accept the OEM key entry. - Approved.

**6.3 - Power door locks** - Please indicate if remote power locks are needed and if OEM needs to be used – Power locks on doors are not required



**9.6 – Brake Lights: A center-top 7 inch round third brake light shall be provided and it shall be an LED fixture** - Please allow for LED third brake strip in lieu of spec'd 7 inch round – Approved

**10.2 - Floor Lights: Floor surface in the aisles shall be a minimum of 10 foot-candles and For interior floor, seat and aisles the light fixture must maintain constant light output over a 12 volt range.** Please allow our 6 (9 diode LED) overhead cabin lights to be sufficient lighting for floor illumination in lieu of dedicated floor lights. – Approved

**10.6 – Driver Lights: This light shall illuminate without ignition activation** - Please consider verbiage regarding driver light being wired without ignition activation. This could cause battery drainage if forgotten on. - Drivers light to provide general illumination does not have to be integrated into ignition activation.

**11.1 – Driver Seat** Please clarify the “European” style needed - This requirement can be deleted from the specifications.

Please accept the OEM style seating – Approved

Please accept the OEM style foam. – Approved

Please accept the OEM spring seat for even load and durability. – Approved

Please accept the OEM style headrest. – Approved

**11.2 – Driver Seat Adjustments: 4-way adjustable lumbar (up/down and in/out)** - Please accept the OEM seat with adjustable 4-way position. – Approved

Please clarify if this seat is to be a power or manual seat. – Can be a manually adjusted seat.

**11.4 – Driver Running Board - Expanded metal stainless steel running board with 11 gauge expanded metal step tread, 16 gauge framing on driver's side, Maximum ground-to-step height of 12" and a minimum tread depth of 8", Must extend 6" maximum outward from driver door threshold** - Please allow for a diamond plate running board in lieu of expanded metal. Also please remove outward threshold maximum and change to minimum as it contradicts the minimum tread depth of 8". Our step has a nice large tread depth of 12" and would extend past the 6" maximum outward from threshold. – Approved. Running board must be coated or protected to combat rust and corrosion.

Please accept the current honeycomb bus WISDOT approved stainless steel driver side running board. Vendor needs to include a specific verbiage to be approved equal. Please don't reference previous solicitations or addendums that may not be available for everyone to view. If the substitute running board meets the current specifications or approved equals in this addendum, that it is allowed.

Please accept a diamond plate running board for the honeycomb bus. – Approved. Running board must be coated or protected to combat rust and corrosion.

**11.6 - Passenger Seat Fold up/Down – Vehicle should have six sets of double foldaway seats and one single foldaway seat in the rear, on the driverside. The elimination of the 7<sup>th</sup> set of double foldaway seats is to ensure that vehicle does not require a CDL.**

**11.6 – Passenger Seats (foldup/down) -** Please indicate quantity of fold seats. I believe the spec is asking for two folds and four fixed doubles but want to make sure as floorplan doesn't differentiate between the two types. -

Please clarify the seating requirements as the spec calls for 7 double and fold seats. Based on the diagram shown, it does not label all seats as to which need to be fold. Are you asking for all 7 seats to be fold seats or is any combination of seats acceptable?

Passenger seats should all be double flip-downs, if possible. Six sets of double seats that are able to be flipped up or down, with one single flipdown seat in the rear, on the driver side. We are trying to accommodate requests from sub-recipients for more diverse seating arrangements.

Please disregard comment about the seat protruding no more than 12" is the stowed position. Seats are installed per Freedman's specifications and bases vary depending on seat. – Approved, no minimum distance from locked seat position to interior floor.



Please accept the fold seat to extend 14" based on the rolled floor using 1-2" of space – Approved

Please accept the legs of the fold seat are mounted to the floor of the bus and are not adjustable as the mounting is integrated into the seat frame to meet the safety standards of Trans 301 – Accepted.

Please accept the fold seat to not have an ABS trim on the bottom of the seat as that would cover the safety latch and release lever needed to operate the seat. This would also remove the option of a storage for the retractors. – Accepted

Please accept the fold seat and rigid seats will give a 12" aisle way with +/- 1" variance – Aisle width must follow Wisconsin Trans Rule 301:

**Trans 301.10**

**Aisle.** Any HSV with a GVWR of more than 10,000 pounds or a vehicle with the aisle through the center of the unit shall have a minimum clearance of 12 inches leading to the emergency door when measured at any point between the seats or between any seat and emergency door frame in the case of a vehicle with a side emergency door. An open area for wheelchairs may not be considered an aisle.

Based on the current floor plan the seating option shows a 14/1+driver which will place the vehicle as a CDL required vehicle. Please amend the spec to allow a 14/0 floorplan to remove the requirement of CDL and give maximum seating compared to Line 10 which only allows 12/1. – The rear most double flip down seat on the driver side has been eliminated and replaced with a single flip down seat to ensure it does not require a CDL.

If the question above is denied, please accept a floorplan with a 14/0 to remove the requirement of CDL and give maximum seating. – The rear most double flip down seat on the driver side has been eliminated and replaced with a single flip down seat to ensure it does not require a CDL.

**12.2 - Interior Rear-View Mirror: at least 6x30 inches** - Please allow for a 6X16" interior rear view mirror in lieu of 6X30. - Wisconsin Trans Rule 301 states "In addition, every HSV with a GVWR of

more than 10,000 pounds shall have an interior rearview mirror at least 6 x 30 inches overall." Mirror needs to meet this requirement.

**12.4 – Cross View Mirror** - Please indicate streetside or curbside placement. - A crossview mirror shall be placed on both streetside and curbside to ensure driver can view the front of the bus easily as well as the service door.

**13.1 - OEM AM/FM Radio** - Please allow for aftermarket am/fm radio as OEM requires chassis to be special order and could delay production times.

Please accept an aftermarket am/fm radio with front and rear speakers.

- Approved.

**13.3 - Backup Camera and Monitor** - Please allow for back-up camera to be integrated into rear view mirror as OEM option not available. Picture of rear is only visible in mirror while in reverse. - Approved

**13.4 – Power Point for Aux Power in Place of Cigarette Lighter** - Please accept OEM option of USB and/or 12v power adapters for versatile options of a power source. – Approved

**14.1 – Air Conditioning Front and Rear** - Please accept the A/C systems are mechanical controlled with only a few pressure switches and do not need a computer system with diagnostic plug-in options for all recipients as this will create additional costs. – Approved

**14.1 – Condenser** - Please accept the option of a skirt mounted condenser to keep the overall height of the vehicle lower for overhangs. – Denied. Must be roof mounted.

**14.2 – Heater** - Please accept the option of a tower heater. As long as the heater meets the required heating specifications (65,000 btu) and isn't a space heater, then it is approved.

**15.1 - Flooring Underlayment: Flooring shall be a minimum of 5/8 inch thick, engineered wood with moisture barrier to resist moisture and decomposition, and sealed edges. Proposer shall indicate manufacturer of flooring provided. Minimum R-5 insulation (polyurethane foam, EPS foam or equivalent) in floor** - Clarification, when you say engineered, do you mean plywood

with exterior grade glue? In regards to sealed edges, is normal undercoating procedures sufficient for edge sealing or do you mean something in addition to?

Please explain what is required by engineered wood?

Correct, "engineering wood" should mean plywood and exterior grade glue. Normal undercoating procedures for edging sealing are approved.

Please allow a normal undercoating process to be a sufficient moisture barrier as a synthetic moisture barrier (ex: plastic, aluminum underbelly) has the potential to trap moisture and cause early derogation of flooring material. - Approved

Please omit R-5 insulation requirement as there is no good way to protect materials (ex: Poly foam, EPS) from road debris that are attached to underside of floor. - Approved

**15.2 - Flooring and Floor Covering** - Please allow for Gerflor smooth non-slip flooring throughout bus in lieu of spec'd rubber flooring – Approved

**15.3 – Wheel housing** - Please accept a body molded wheel house on the honeycomb bus as the vehicle is a one-piece body mold. – Accepted

Please accept a fiberglass wheel housing as this will not corrode or deteriorate with weathering. – Accepted

**15.4 - Step Flooring: Steps shall have the ability to be heated** - Please accept first step on entrance well to be heated to satisfy spec. Approved. First step shall be heated but additional steps do not have to be heated.

Also, step nosing requirement to be even with riser is not obtainable with products available. Please allow for slight overhang with the mentality of reducing as much as possible. - Approved. Slight overhang is allowed.

Please accept a fiberglass stepwell for the Honeycomb body construction as the fiberglass will not corrode or rust. – Approved

**15.7 - Rub Rails** - This seems to follow a school/MFSAB spec, please allow for a rubber rub rail, 4" in width, securely affixed into a mechanically attached, molded receiving rail.

Please accept the honeycomb body is a rigid construction resin that will not dent or crease like the metal body bus and therefore does not need to have metal rails drilled into the side of the bus as

drilling into the one-piece honeycomb body may cause spider cracks unlike the metal body with fiberglass laminate.

- Rub rail specifications come from Wisconsin Trans Rule 301, and the vehicle must adhere to these requirements.

**Trans 301.28 Rub rails.**

(1) Every HSV originally manufactured to federal and state school bus standards with a GVWR of more than 10,000 pounds shall comply with the following requirements:

(a) There shall be one rub rail located approximately at seat level which shall extend from the rear side of the service door to the rear of the vehicle and one rub rail located on the left side from the front to the rear.

(b) There shall be one rub rail located between the floor line and 9 inches above the floor line. It shall extend over the same longitudinal distance as the upper rub rail, except where it meets the wheel housing, and which may terminate at the radii of the right and left rear corners.

(c) Rub rails shall be constructed of 16 gauge longitudinally corrugated or ribbed steel of at least 4 inch width. Each rub rail flange shall be attached at each body post. Pressed-in or snap-on rails are not permitted.

Trans 301.28(2)(2) An HSV with a GVWR of 10,000 pounds or less is not required to have rub rails.

**16.1 - Passenger Service Door** - Please accept OEM defrost vents located on both the driver and passenger side for clearing the windshield and side glass view. Service door must adhere to specifications in Wisconsin Trans Rule 301:

**Trans 301.30 Service door.**

(1) Service door shall be located on right side of vehicle.

(2) Service door shall be so designed as to prevent accidental opening.

(3) In a vehicle of more than 10,000 pounds GVWR, the lower as well as upper panels shall be of safety glass as follows:

Trans 301.30(3)(a)

(a) The bottom of the lower glass panel may not be more than 35 inches from the ground when vehicle is unloaded.

(b) The upper glass shall be hermetically sealed or the vehicle shall be equipped with a defrosting device to assure the driver has a clear view out of the service door glass.

**History:** Cr. Register, March, 1982, No. 315, eff. 4-1-82; renum. (1) to be Trans 301.03 (8) and am., renum. (2) to (4) to be (1) to (3) and am. (3), Register, April, 1997, No. 496, eff. 5-1-97.

**16.3 – Service Door Opener: The entry door shall be equipped with a sensitive edge as standard that will reopen the door when closed on a passenger or object in the doorway - Please remove the need for a sensitive edge on the entry door as it will be controlled by the driver and interlocked when doing so. This door is not an automatic door and cannot close without an operator doing so. – Approved**

**16.4 - Rear Emergency Door - Please accept a roof hatch emergency exit in lieu of the rear door. – Denied. Vehicles shall have a rear emergency door that complies with Wisconsin Trans Rule 301**

**16.9 - Aisle Space: Shall have a minimum clearance of 12 inches leading to the emergency door when measured at any point between the seats or between any seat and emergency door frame in the case of a vehicle with a side emergency door.** Please clarify that this 12" between seat and emergency door frame is only needed when a side emergency door is provided and doesn't pertain to rear emergency door. - Correct, 12 inches between seat and emergency door is only for side emergency door. We are asking for a rear emergency door.

**17.2 - Passenger Windows Tint Windows shall have anodized black finish. Maximum tinting shall be 31% light transmittance - Please allow for 24% light transmittance in lieu of spec'd 31%. - Approved.**

**20.1 - Lift General: A minimum of four (4) support bars installed underneath the floor are required.** - Please accept 2 frame mounted cross rails for mounting in lieu of smaller added support bars as the cross rails will provide added strength and support over smaller support bars. – Approved

**20.3 – Lift Storage: When in the stored position, the surfaces of the lift facing the center and to the rear shall also be padded to prevent injury in case of contact in an accident - Please remove**

this option as the wheelchair lift will have a station for passenger seated behind the wheelchair lift and the wheelchair passengers will be on the opposite side of the bus with an aisle way between the lift and the seating area. – Approved

Please explain if this is a request for a lift cover or if the standard lift padding and station is acceptable. – Standard lift padding is acceptable

**20.5 – Lift Width: 37 inches** - In lieu of the 37" platform, please approve the use of a 34" platform at the 1,000lbs capacity.

Please accept for the Honeycomb bus body a lift width of 34-inches with a 1000lb as the steel body construction bus will provide this option to sub-recipients

Please accept for the Honeycomb bus body a lift width of 34-inches as the honeycomb body is a true one-piece molded construction that does not allow for cutting the wider doors needed to accommodate the additional width of the lift. The 37" width is still available to recipients on the steel body bus and by accepting the 34-inch lift, this will allow more Honeycomb bus manufactures to bid. If the 34-inch lift is not allowed, it will remove bidder opportunity and could create sole source bidding.

34-inch lift width approved. Lift must have a 1,000lb capacity.

**21.2 - Lift Doorway** - Shall have a minimum 56-inch door height. We believe that the 56" door height does not meet ADA requirements. We believe for this class of vehicle that the ADA height needs to be 68" minimum. Please clarify. – From PART 38—AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY SPECIFICATIONS FOR TRANSPORTATION VEHICLES:

*38.25 - Door height.* For vehicles in excess of 22 feet in length, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 68 inches. For vehicles of 22 feet in length or less, the overhead clearance between the top of the door opening and the raised lift platform, or highest point of a ramp, shall be a minimum of 56 inches.

*Depending on the length of vehicle submitted, if it is under 22ft, 56-inch door opening is approved. If the vehicle is over 22ft, a 68-inch doorway is approved.*

**21.5 – Lift Door: Vehicle shall be equipped with a fully automatic wheelchair lift mounted on the curbside of the vehicle, accessible via access doors.** - Please accept the option of a rear lift or front lift to meet the minimum seating requirements as many sub-recipients have requested both



options of a front and rear lift. - Denied. Wisconsin Trans Rule 301 states that service opening for lift or ramp shall be on the right side of the vehicle, not the rear.

**Trans 301.61 Special service opening.**

Trans 301.61(1)

(1) There shall be an enclosed door opening located on the right side of the HSV and far enough to the rear so that any forward mounted door when fully opened may not obstruct or interfere with the normal operation of the regular service door.

(2) A device shall be provided to hold doors in a wide open position of at least 90°.

(3) Door materials and structural strength shall be equivalent to conventional service and emergency doors.

(4) Each door shall have a glass window meeting the requirements of s. Trans 301.35.

(5) The door shall be equipped with a device that shall actuate an audible or visual signal located in the driver's compartment when door is not securely closed and latched and may deactivate when door is fully opened. This subsection shall be applicable to vehicles manufactured after January 1, 1982.

(6) Door panels shall enclose the complete opening in the body made necessary by the installation of a side ramp or power lift.

**History:** Cr. Register, March, 1982, No. 315, eff. 4-1-82; am. (1), (5) and (6), Register, April, 1997, No. 496, eff. 5-1-97.

Please accept the option of a double wheelchair door to insure no obstruction with the front entrance and meeting the minimum 90 degree opening. – Approved

**QUESTIONS AND ANSWERS FOR SOLICITATION NUMBER 510366**  
**2020 HUMAN SERVICE VEHICLES – MEDIUM BUSES AND REAR LOAD WAGON/VAN**  
**ROUND ONE – JULY 22<sup>ND</sup> 2020**

The following questions are from the original question period that was due 7/22/2020.

**GENERAL QUESTIONS – Vehicle Specifications – Solicitation Requirements**

**IMPORTANT--Please do NOT email or call WisDOT Transit staff concerning this solicitation or the submittal process. Any contact with Transit staff will result in your bid being disqualified.**

**eSupplier instructions**

Vendors must use the eSupplier System (<https://esupplier.wi.gov>) to respond to this solicitation. eSupplier is more efficient overall and affords Vendors a higher degree of control. The eSupplier Sourcing Event number for this solicitation is 11477. The date stamp for eSupplier will be stamped at the time of submission and serves as documentation of a timely submittal. Vendors should allow ample time to enter their eSupplier response.

Required materials shall be received for acceptance of their Bid by the date and time (8/12/2020 at 2pm central) listed on the Bid cover sheet or through eSupplier. Proposals received after that time and date will be rejected. In-person, USPS, courier, Faxed and e-mailed Proposals are not accepted.

There are typically four reasons a file would fail to upload to eSupplier:

- The file name is too long. File names must be no longer than 64 characters, including the file extension (e.g., ".docx") and cannot contain special characters (e.g., commas or percent signs).
- The file is too large. The maximum file size is 80MB.
- The file has macros included and enabled. Since these files may contain viruses, the eSupplier system will not allow them.
- The file type is not supported. While most file types may be uploaded, some types, like videos, will not save successfully.

**If none of these conditions apply and you still cannot upload a file, contact STAR Support for assistance at [STARSupport@wisconsin.gov](mailto:STARSupport@wisconsin.gov) or (844) 947-7827.**

Please Note: When all responses have been entered and saved, click the Submit button to send your response to the State. Click Submit on the pop-up window to confirm. You should receive a confirmation message that it has been submitted.

## **GENERAL QUESTIONS – Vehicle Specifications**

**GENERAL REQUEST** - We would like to ask for a time frame to allow for a second round of questions that may arise as a result of changes or response to first round of questions. - **There will be no further question and answer periods for this solicitation.**

## LINE 9 – MEDIUM BUS (10/2 SEATING)

- 1.2 - Specifications call for 176" wheelbase** - For this capacity of bus a 158" wheelbase will be ample. Request this be changed to 158" minimum. - **176 inches is accepted but should be the minimum. We do not want a smaller body or chassis on this line item.**
- 1.3 - Calls for overall length of 261** - Request this dimension be a minimum requirement. - **176 inches is accepted but should be the minimum. We do not want a smaller body or chassis on this line item.**
- 1.4 - Calls for overall exterior width to be 94"** - Request this be changed to 96" maximum excluding exterior mirrors or wheel flares - **Approved**
- 3.6 - Specifications calls for stainless steel exhaust** - Request approval of exhaust that is made up of either stainless steel and/or aluminized steel. Both are corrosion and heat resistant and will meet FMVSS and EPA requirements. – **Request approved.**
- 4.4 - Specifications call for wheel covers (hubcaps)** - There are no hubcaps that we are aware of that works with dual rear wheel units. Request this either be changed to stainless steel wheel inserts or simply leave wheels painted white as specified under 4.3 and remove this section. – **Request Approved. This specification can be eliminated. Hubcaps are not required**
- 7.6 - Specifications call for low pressure tire warning system** - This type system is not available on Ford E series cutaway chassis needed for this project. Request this requirement be deleted. – **Request Approved. Requirement is deleted**
- 9.6 - Specifications call for a 7 inch round third brake light.** - We request approval to use a 4" round brake light that is LED and typical style for buses of the type required. Also this light matches the other standard lights. - **Approved**

- 11.1 - Specifications call for FTA foam in driver's seat.** - According to the seat manufacturer, Freedman Seating Co., there is not a driver seat available with FTA foam. So, please delete this requirement. - **FTA foam requirement can be eliminated for this line.**
- 11.3 - Specifications call for the most forward seat behind an open area for wheelchair use shall be protected by a barrier.** - We are not clear what is required here. Typically, with a front lift which is what floor plan shows, there is a barrier to the left of the entrance door, one behind the driver and one behind the lift. The way it is worded it sounds like a barrier is required in between each wheelchair. This is not possible as it will hinder wheelchair movement. Request standard type configuration as indicated above be accepted. – **Standard type of configuration is accepted.**
- 11.6 - Specifications call for "grid seat springs"** - According to the seat manufacturer, Freedman seating Co., only Go-ES Space Saver fold a way seat and the 3PT fixed seats have the flex-o-later wire grid springs. While these seats both have the spring seat support system, they do have a slightly different appearance. The seat that most closely looks like the GO-ES Space saver Foldaway is the GO-ES SEAT but this seat does not offer spring seat support. We recommend that WisDOT require/accept the GO-ES Spacesaver Foldaway and Freedman 3PT fixed seat. Attached in "EXHIBIT A" are brochures on the various seats. – **Spring seats will not be required. Recommended seat will be accepted but not required.**
- 11.6 - Specifications call for 6 (line item 9) and 7 (line item 11) double and flip down/up seats and then makes reference to bolt on legs.** - Typically hand rails are not installed on seat back against rear wall as there is no benefit for having them. Please advise if these can be provided for all seats except those against the wall. – **Approved, seats against the wall do not need a hand rail.**
- 11.6 - Specifications call for foldaway seat when stowed to protrude no more than 12" from wall.** - If agreed please amend to read no more than 13" form wall. If the 3PT foldaway is desired, amend to 16" from wall. – **Approved, no minimum distance from locked seat position to interior floor.**
- 13.3 - Specifications call for back up camera/monitor and be OEM supplied.** - A backup camera/monitor is not available from Ford as an OEM option for chassis used for shuttle bus application. So we request approval of system installed by bus builder that incorporates a

camera and 7" monitor that is integrated into the rear view mirror. See "EXHIBIT B" for information on this system – **Aftermarket backup camera and monitor are approved**

**14.1 - Specifications call for air conditioning to be roof mounted and Specification calls for "Quick Click" or equivalent refrigerant fittings.** - We are interpreting this to mean the "condenser" is to be roof mounted with evaporator mounted on the inside ceiling against the back wall. Other option would be for a roof mounted system that is totally integrated (condenser/evaporator) as one unit. This is not very typical of smaller bus application due to all the weight on the roof and the much higher cost. Please clarify how system is to be configured. - **Condenser is roof mounted.**

We are assuming the AC system needs to have two compressors and the two systems totally independent of each other. Please confirm. – **AC systems can be two systems.**

We request approval equal to use Burgaflex fittings which are widely used in the bus industry. See "EXHIBIT C" for information on these fittings. – **Approved**

**15.2 - Specifications call for rubber flooring with ribbed in aisle and smooth under seats.** - Rubber flooring of this type is not widely used anymore. Availability from the manufacturer is not reliable and it adds weight to the vehicle. More common type flooring used now is composite type material such as that offered by Gerflor or Altro. This floor offers a cleaner look, has less weight, is durable and easy to clean meets all ADA and FMVSS requirements. Request approval of acceptance to offer this type of flooring in lieu of rubber. See "EXHIBIT D" for information on flooring proposed. - **Approved**

**15.4 - Specifications call for steps in stepwell to have the ability to be heated.** - Thermostatically controlled electric heat can be provided to step treads. Clarification we request is that this does not apply to each step tread but to the first step tread which is normal application. Correct? - **Approved. First step shall be headed but additional steps do not have to be heated.**

**15.7 - Specifications call for a rub rail located at seat level and one 9" above the floor line and be of a corrugated or ribbed steel.** - This appears to be a school bus type specification. Typical commercial rub rails are supplied at floor height and are much more aesthetically pleasing than school bus type. Request deletion of the rails as originally specified and require a heavy duty transit style rub rail at floor height. - **Rub rail specifications come from Wisconsin Trans Rule 301, and the vehicle must adhere to these requirements if it meets the weight requirements.**

Trans 301.28 Rub rails.

**(1) Every HSV originally manufactured to federal and state school bus standards with a GVWR of more than 10,000 pounds shall comply with the following requirements:**

**(a) There shall be one rub rail located approximately at seat level which shall extend from the rear side of the service door to the rear of the vehicle and one rub rail located on the left side from the front to the rear.**

**(b) There shall be one rub rail located between the floor line and 9 inches above the floor line. It shall extend over the same longitudinal distance as the upper rub rail, except where it meets the wheel housing, and which may terminate at the radii of the right and left rear corners.**

**(c) Rub rails shall be constructed of 16 gauge longitudinally corrugated or ribbed steel of at least 4 inch width. Each rub rail flange shall be attached at each body post. Pressed-in or snap-on rails are not permitted.**

**Trans 301.28(2)(2) An HSV with a GVWR of 10,000 pounds or less is not required to have rub rails.**

**16.1 - Specifications call for upper glass in passenger service door to be "hermetically" sealed or the vehicle shall be equipped with a defrosting devise** - We are not aware of any "hermetically" sealed entrance door glass nor a defrosting system for the upper glass. In addition the door glass is one-piece top to bottom. What is typically offered, and in previous WisDOT vehicles, is a defogger type fan that is mounted to the right side of the dash area that directs air on the door glass to prevent fogging of the glass. Request that defroster type dash fan be accepted as approval to meet the intended need.

Service door must adhere to specifications in Wisconsin Trans Rule 301:

Trans 301.30 Service door.

(1) Service door shall be located on right side of vehicle.

(2) Service door shall be so designed as to prevent accidental opening. Page 30 of 48

(3) In a vehicle of more than 10,000 pounds GVWR, the lower as well as upper panels shall be of safety glass as follows:

Trans 301.30(3)(a)

(a) The bottom of the lower glass panel may not be more than 35 inches from the ground when vehicle is unloaded.

(b) The upper glass shall be hermetically sealed or the vehicle shall be equipped with a defrosting device to assure the driver has a clear view out of the service door glass.

History: Cr. Register, March, 1982, No. 315, eff. 4-1-82; renum. (1) to be Trans 301.03 (8) and am., renum. (2) to (4) to be (1) to (3) and am. (3), Register, April, 1997, No. 496, eff. 5-1-97.

**Defogger type fan that is used to prevent fogging of the glass is accepted.**

**16.4 - Makes reference to a "left side emergency door"** - This also sounds like a larger school bus specification. Commercial type shuttle buses like needed for this procurement do not offer left side emergency doors or are they required by law. Request removal of this requirement. – **Emergency door shall be in rear, not on the left side.**

**Specifications call for "Emergency Exit" signs that are white letters on red background -** Request approval of these signs to have red letters on white background. This is more typical of the industry. - **Approved. Wisconsin Trans 301 Rule only states that the letters be of contrasting or conspicuous colors.**



**LINE 11 MEDIUM LG. BUS (12/2 SEATING)**

- 1.2 - Specifications call for 176" wheelbase** - For this capacity of bus a 158" wheelbase will be ample. Request this be changed to 158" minimum. - **176 inches is accepted but should be the minimum. We do not want a smaller body or chassis on this line item.**
- 1.3 - Calls for overall length of 261** - Request this dimension be a minimum requirement. - **176 inches is accepted but should be the minimum. We do not want a smaller body or chassis on this line item.**
- 1.4 - Calls for overall exterior width to be 94"** - Request this be changed to 96" maximum excluding exterior mirrors or wheel flares - **Approved**
- 3.6 - Specifications calls for stainless steel exhaust** - Request approval of exhaust that is made up of either stainless steel and/or aluminized steel. Both are corrosion and heat resistant and will meet FMVSS and EPA requirements. – **Request approved.**
- 4.4 - Specifications call for wheel covers (hubcaps)** - There are no hubcaps that we are aware of that works with dual rear wheel units. Request this either be changed to stainless steel wheel inserts or simply leave wheels painted white as specified under 4.3 and remove this section. – **Request Approved. This specification can be eliminated. Hubcaps are not required**
- 7.6 - Specifications call for low pressure tire warning system** - This type system is not available on Ford E series cutaway chassis needed for this project. Request this requirement be deleted. – **Request Approved. Requirement is deleted**

**9.6 - Specifications call for a 7 inch round third brake light.** - We request approval to use a 4" round brake light that is LED and typical style for buses of the type required. Also this light matches the other standard lights. - **Approved**

**11.1 - Specifications call for FTA foam in driver's seat.**- According to the seat manufacturer, Freedman Seating Co., there is not a driver seat available with FTA foam. So, please delete this requirement. - **FTA foam requirement can be eliminated for this line.**

**11.3 - Specifications call for the most forward seat behind an open area for wheelchair use shall be protected by a barrier.** - We are not clear what is required here. Typically, with a front lift which is what floor plan shows, there is a barrier to the left of the entrance door, one behind the driver and one behind the lift. The way it is worded it sounds like a barrier is required in between each wheelchair. This is not possible as it will hinder wheelchair movement. Request standard type configuration as indicated above be accepted. – **Standard type of configuration is accepted.**

**11.6 - Specifications call for "grid seat springs"** - According to the seat manufacturer, Freedman seating Co., only Go-ES Space Saver fold a way seat and the 3PT fixed seats have the flex-o-later wire grid springs. While these seats both have the spring seat support system, they do have a slightly different appearance. The seat that most closely looks like the GO-ES Space saver Foldaway is the GO-ES SEAT but this seat does not offer spring seat support. We recommend that WisDOT require/accept the GO-ES Spacesaver Foldaway and Freedman 3PT fixed seat. Attached in "EXHIBIT A" are brochures on the various seats. – **Spring seats will not be required. Recommended seat will be accepted but not required.**

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**11.6 - Specifications call for foldaway seat when stowed to protrude no more than 12" from wall.** - If agreed please amend to read no more than 13" form wall. If the 3PT foldaway is desired, amend to 16" from wall. - **Approved, no minimum distance from locked seat position to interior floor.**

**13.3 - Specifications call for back up camera/monitor and be OEM supplied.** - A backup camera/monitor is not available from Ford as an OEM option for chassis used for shuttle bus application. So we request approval of system installed by bus builder that incorporates a camera and 7" monitor that is integrated into the rear view mirror. See "EXHIBIT B" for information on this system – **Aftermarket backup camera and monitor are approved**

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We are assuming the AC system needs to have two compressors and the two systems totally independent of each other. Please confirm. – **AC systems can be two systems.**

We request approval equal to use Burgaflex fittings which are widely used in the bus industry. See "EXHIBIT C" for information on these fittings. – **Approved**

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Correct? - **Approved. First step shall be headed but additional steps do not have to be heated.**

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**(c) Rub rails shall be constructed of 16 gauge longitudinally corrugated or ribbed steel of at least 4 inch width. Each rub rail flange shall be attached at each body post. Pressed-in or snap-on rails are not permitted.**

**Trans 301.28(2)(2) An HSV with a GVWR of 10,000 pounds or less is not required to have rub rails.**

**16.1 - Specifications call for upper glass in passenger service door to be "hermetically" sealed or the vehicle shall be equipped with a defrosting devise** - We are not aware of any "hermetically" sealed entrance door glass nor a defrosting system for the upper glass. In addition the door glass is one-piece top to bottom. What is typically offered, and in previous WisDOT vehicles, is a defogger type fan that is mounted to the right side of the dash area that directs air on the door glass to prevent fogging of the glass. Request that defroster type dash fan be accepted as approval to meet the intended need.

Service door must adhere to specifications in Wisconsin Trans Rule 301:

Trans 301.30 Service door.

(1) Service door shall be located on right side of vehicle.

(2) Service door shall be so designed as to prevent accidental opening. Page 30 of 48

(3) In a vehicle of more than 10,000 pounds GVWR, the lower as well as upper panels shall be of safety glass as follows:

Trans 301.30(3)(a)

(a) The bottom of the lower glass panel may not be more than 35 inches from the ground when vehicle is unloaded.

(b) The upper glass shall be hermetically sealed or the vehicle shall be equipped with a defrosting device to assure the driver has a clear view out of the service door glass.

History: Cr. Register, March, 1982, No. 315, eff. 4-1-82; renum. (1) to be Trans 301.03 (8) and am., renum. (2) to (4) to be (1) to (3) and am. (3), Register, April, 1997, No. 496, eff. 5-1-97.

**Defogger type fan that is used to prevent fogging of the glass is accepted.**

**16.4 - Makes reference to a "left side emergency door"** - This also sounds like a larger school bus specification. Commercial type shuttle buses like needed for this procurement do not offer left side emergency doors or are they required by law. Request removal of this requirement. – **Emergency door shall be in rear, not on the left side.**

**Specifications call for "Emergency Exit" signs that are white letters on red background -** Request approval of these signs to have red letters on white background. This is more typical of the industry. - **Approved. Wisconsin Trans 301 Rule only states that the letters be of contrasting or conspicuous colors.**



**QUESTIONS AND ANSWERS FOR SOLICITATION NUMBER 510366**  
**2020 HUMAN SERVICE VEHICLES – MEDIUM BUSES AND REAR LOAD WAGON/VAN**  
**ROUND ONE – JULY 22<sup>ND</sup> 2020**

**GENERAL QUESTIONS – Vehicle Specifications – Solicitation Requirements**

**IMPORTANT--Please do NOT email or call WisDOT Transit staff concerning this solicitation or the submittal process. Any contact with Transit staff will result in your bid being disqualified.**

**eSupplier instructions**

Vendors must use the eSupplier System (<https://esupplier.wi.gov>) to respond to this solicitation. eSupplier is more efficient overall and affords Vendors a higher degree of control. The eSupplier Sourcing Event number for this solicitation is 11477. The date stamp for eSupplier will be stamped at the time of submission and serves as documentation of a timely submittal. Vendors should allow ample time to enter their eSupplier response.

Required materials shall be received for acceptance of their Bid by the date and time (8/12/2020 at 2pm central) listed on the Bid cover sheet or through eSupplier. Proposals received after that time and date will be rejected. In-person, USPS, courier, Faxed and e-mailed Proposals are not accepted.

There are typically four reasons a file would fail to upload to eSupplier:

- The file name is too long. File names must be no longer than 64 characters, including the file extension (e.g., ".docx") and cannot contain special characters (e.g., commas or percent signs).
- The file is too large. The maximum file size is 80MB.
- The file has macros included and enabled. Since these files may contain viruses, the eSupplier system will not allow them.
- The file type is not supported. While most file types may be uploaded, some types, like videos, will not save successfully.

**If none of these conditions apply and you still cannot upload a file, contact STAR Support for assistance at [STARSupport@wisconsin.gov](mailto:STARSupport@wisconsin.gov) or (844) 947-7827.**

Please Note: When all responses have been entered and saved, click the Submit button to send your response to the State. Click Submit on the pop-up window to confirm. You should receive a confirmation message that it has been submitted.

**LINE 9 – MEDIUM BUS (10/2 SEATING),**

**LINE 10 – MEDIUM BUS HONEYCOMB (10/2 SEATING)**


**LINE 11 MEDIUM LG. BUS (12/2 SEATING),**

**LINE 12 MEDIUM LG. BUS HONEYCOMB (12/2 SEATING)**

**Rub rails** - After consulting with the Wisconsin State Patrol, the vehicles in the solicitation would not need rub rails unless they also used for school buses and built to federal and state school bus standards. The vehicles and the usage are not related to school buses and therefore, do not require rub rails.





<b>DBE Approval Certification</b>	
I hereby certify that the Transit Vehicle Manufacturer (TVM) 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.	
<i>DIAMOND COACH</i>	
Manufacturer's Name	
<i>CAEB STRICKLAND</i>	<i>ENGINEERING MANAGER</i>
Individual's Name	Title
	<i>8/11/2020</i>
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:	
DIAMOND COACH Company's Name	
CALEB STRICKLAND Individual's Name	ENGINEERING MANAGER Title
 Authorized Signature	8/11/2020 Date

<b>For each vehicle supplied for this contract, the vendor attests that (CHECK ONE BOX)</b>	
<b>X</b>	The subcomponents, as cost, are of U.S. origin or manufacture, is manufactured within the U.S., and will <b>exceed</b> the required Buy America percentages at the time of delivery. (70% FFY 2020+) <b>Final assembly (city and state):</b> OSWEGO, KS
	The subcomponents, as cost, are of U.S. origin or manufacture, is manufactured within the U.S., but will be <b>less than</b> the Buy America percentages at the time of delivery. (70% FFY 2020+) <b>Final assembly (city and state):</b>
	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 _____ %

**PURCHASER'S REQUIREMENTS**


**PURCHASERS REQUIREMENT**

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.

DIAMOND COACH  
Company's Name

CALEB STRICKLAND  
Individual's Name

ENGINEERING MANAGER  
Title

  
Authorized Signature

8/11/2020  
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**

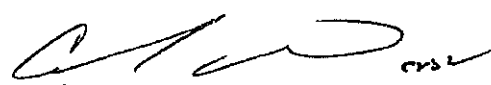
The bidder hereby certifies that the vehicles to be provided: *VIP 2500*

**(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.

DIAMOND COACH  
Company's Name

CALEB STRICKLAND  
Individual's Name

ENGINEERING MANAGER  
Title

  
Authorized Signature

8/11/2020  
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.

*DIAMOND COACH*  
Company's Name

*CALEB STRICKLAND*  
Individual's Name

*ENGINEERING MANAGER*  
Title

*[Signature]*  
Authorized Signature

*8/11/2020*  
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.

*DIAMOND COACH*  
Company's Name

*CALEB STRICKLAND*  
Individual's Name

*ENGINEERING MANAGER*  
Title

*[Signature]*  
Authorized Signature

*8/11/2020*  
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.

*DIAMOND COACH*  
Company's Name

*CALEY STRICKLAND*  
Individual's Name

*ENGINEERING MANAGER*  
Title

*[Handwritten Signature]*  
Authorized Signature

*8/11/2020*  
Date

# APPENDIX E - FEDERAL CLAUSES

## FEDERAL CLAUSES

\*\* updated 01/2020

### SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

#### **FTA Master Agreement**

Federal grant monies fund this contract, in whole or in part (Section 5311 – CFDA 20.509, Section 5310 – CFDA 20.513, Section 5339 – CFDA 20.526, Section 5307 – CFDA 20.507). 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 \$150,000, 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/>.

### 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 10,000. 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.

**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 \$150,000).

**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 \$150,000 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 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond.

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.

Date

8/11/2020

Signature

*U. B. ers*

Company Name

DIAMOND COACH

Title

ENGINEERING MANAGER

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

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

Date

Signature

Company Name

Title


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

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


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

Date

Signature

Company Name

Title

8/11/2020

DIAMOND COAL
ENGINEERING MANAGER

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

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

Date

Signature

Company Name

Title


**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 \$10,000. 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. 2 CFR Part 1201**

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

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$10,000. 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 \$150,000.

**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 \$50,000 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 \$10,000. 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.

Date	8/11/2020
Signature	
Company Name	DIAMOND COACH
Title	ENGINEERING MANAGER

**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 \$10,000. 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 \$150,000.)*



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:

Date	8/11/2020
Signature	
Company Name	DIAMOND COACH
Title	ENGINEERING MANAGER

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.

Date	
Signature	
Company Name	
Title	

**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 \$50,000 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.

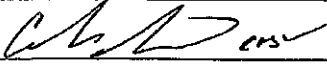
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act 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.]

Contractor,

*DIAMOND COACH*

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

	Signature of Contractor's Authorized Official
CALIB STRICKLAND / ENGINEER INC. MI.	Name and Title of Contractor's Authorized Official
8/11/2020	Date

**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 \$10,000. 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 18 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 \$250,000.
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 18 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

	<b>Operational Service Contract</b>	<b>Turnkey Contract</b>	<b>Construction Contract</b>	<b>Arch. or Engineering Contract</b>	<b>Rolling Stock Contract</b>	<b>Professional Service Contract</b>
<b>State Grantees</b>						
<b>Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)</b>	None	Those imposed on state pass thru to Contractor	None	None	None	None
<b>Contracts above \$100,000/Capital Projects</b>	None unless <sup>1</sup> non-competitive award	Those imposed on state pass thru to contractor	Yes, if non-competitive award or if funded thru <sup>2</sup> 5307, 5309, 5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<b>Non-State Grantees</b>						
<b>Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)</b>	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
<b>Contracts above \$100,000/Capital Projects</b>	Yes	Those imposed on non-state Grantee pass	Yes	Yes	Yes	Yes

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

### **FEDERAL CHANGES**

#### **2 CFR Part 1201**

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

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$10,000. 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 2 CFR Part 1201**

**Applicability to Contracts:** The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

**Flow Down Requirement:** The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

**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 \$150,000 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 \$10,000. 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.

### EQUAL EMPLOYMENT OPPORTUNITY

#### 41 CFR §60-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over \$2,000).

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

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: Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (b) Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
- (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- (d) Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

- (a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
  1. Race,
  2. Color,
  3. Religion,
  4. National origin,
  5. Disability,
  6. Age,
  7. Sexual origin,
  8. Gender identity, or
  9. Status as a parent, and
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
  1. Recruitment advertising, recruitment, and employment,
  2. Rates of pay and other forms of compensation,

- 3. Selection for training, including apprenticeship, and upgrading, and
- 4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:

- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- (b) Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

### **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 \$10,000. 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 \$10,000. 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**

**2 CFR Part 1201**

**2 CFR 200**

**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 affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$250,000.) 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 affected 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 Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 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.

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

8/11/2020

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

Company Name: DIAMOND COACH  
 Title: ENGINEERING MANAGER

### 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 \$10,000. 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

#### **2 CFR Part 1201 FTA Circular 4220.1F**

Applicability to Contracts: All contracts in excess of \$250,000 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 the Recipient. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient. 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 Recipient 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**

**Applicability to Contracts:** The Disadvantaged Business Enterprise (DBE) program 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 **and** subcontracts above the micro-purchase level (\$10,000 except for construction contracts over \$2,000).

**Clause Language**

Each contract the **Recipient** signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

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%. WisDOT has established a 1.85% transit DBE goal with a 0.22% race conscious, 1.63% race neutral split for FFY 2020-2022. A separate contract specific goal has not been established for this procurement.

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 the **Recipient** deems 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 future bidding as non-responsible

c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed in its written documentation of its contract commitment to the **Recipient** unless the contractor obtains written consent from the **Recipient**.

d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **Recipient** unless the contractor obtains written consent from the **Recipient**.

e. The contractor will be required to report its DBE participation obtained throughout the period of performance.

f. **Prompt Payment** - 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 **Recipient**. In addition, the contractor is required to return any retainage payments to those subcontractors within **10** calendar days after incremental acceptance of the subcontractor's work by the **Recipient** and contractor's receipt of the partial

g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **Recipient** to use a DBE subcontractor (or an approved substitute DBE firm) without the **Recipient's** prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

h. The contractor must promptly notify the **RECIPIENT** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work.

For purposes of this paragraph, good cause includes the following circumstances:

- i. The listed DBE subcontractor fails or refuses to execute a written contract.
- ii. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.

- iii. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
  - iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
  - v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
  - vi. WisDOT determined that the listed DBE subcontractor is not a responsible contractor;
  - vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
  - viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
  - ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
  - x. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.
- i. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **RECIPIENT**.
- j. Before transmitting to WisDOT its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to WisDOT, of its intent to request to terminate and/or substitute, and the reason for the request.

### **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 \$10,000. 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.

### **SAFE OPERATION OF MOTOR VEHICLES**

**23 U.S.C. part 402**

**Executive Order No. 13043**

**Executive Order No. 13513**

**U.S. DOT Order No. 3902.10**

#### **Applicability to Contracts**

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles Requirements -

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

#### **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 \$10,000. 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.



DIAMOND COACH  
 BIDDER'S CERTIFICATION  
 PRE-AWARD BUY AMERICA  
 DIAMOND VIP SERIES

Pursuant to 49CFR Part 663, no funds shall be obligated under Federal Mass Transit Act of 1964, as amended or the Surface Transportation Assistance Act of 1982, unless steel and a manufactured product used in such products are produced in the United States.

<b>COMPONENT</b>	<b>MANUFACTURER</b>	<b>COUNTRY OF ORIGIN</b>	<b>PERCENTAGE OF TOTAL VEHICLE COST</b>
CHASSIS	FORD MOTOR CO.	US	48.43%
BODY SHELL	DIAMOND COACH	US	51.57%
SUB-COMPONENTS OF BODY SHELL			
AIR CONDITION	MCC INDUSTRIES	US	5.47%
WINDOWS	KINRO, INC	US	IN BASE
REAR HEATERS	PRO AIR	US	52.00%
SEATS	FREEDMAN SEATING	US	3.96%
WHEELCHAIR LIFT	BRAUN	US	8.37%
BODY SHELL	DIAMOND	US	26.72%
WHEELCHAIR TIEDOWNS	SURE-LOK	US	1.77%
			46.74%
COMPONENTS NOT SUBJECT TO REVIEW			4.83%
			51.57%
<b>TOTAL</b>			100.00%



Diamond Coach  
 2300 West 4<sup>th</sup> Street  
 Oswego, KS 67356  
 1-800-442-4645

**Pre-Award BUY AMERICA CERTIFICATION**

**MANUFACTURER: DIAMOND COACH**  
**BID NUMBER:**  
**BUS #:**  
**RECIPIENT: STATE OF WISCONSIN**  
**VIN:**

*More than 65% of the material cost of the Diamond Coach bus is U.S. domestic content.*

SUPPLIER	ORIGIN	COMPONENT SUPPLIED	PERCENT
FORD MOTOR COMPANY	AVON LAKE, MI.	Chassis	61.31
AI FIBERGLASS	HASTINGS, NB	Body -Shell	9.78
FREEDMAN SEATS	CHIGACO, IL	Seats	2.76
BRAUN CORP	WINAMAC, IN	Mobility Lift	5.31
LIPPERT COMPONENTS	GOSHEN, IN	Windows	1.34
SURE-LOK	OAKLAND PARK, FL	Wheel Chair Restraint	64
A & M SYSTEMS	ELKHART, IN	Entry Doors	1.05
MOBILE CLIMATE CONTROL	GOSHEN IN	Air Conditioning	2.77
NEODESHA PLASTICS	NEODESHA, KS	SHEET/FORMED PLASTIC ABS	1.84
		Total	86.80%

*Diamond Coach certifies that total assembly from chassis preparation through road test occurs at Diamond Coach 2300 West 4<sup>th</sup> Street Oswego, KS 67356, including frame fabrication, floor installation, fiberglass body assembly, interior coverings, installation of doors and windows, electrical systems, and options of seating, wheelchair lifts, restraints, and graphics. Meeting all Federal Motor Vehicle Safety Standards and ADA requirements that are in effect at the time of manufacture of the vehicle. The FMVSS includes 111,220 and 221.*

**Major Processes Completed at Diamond Coach, Oswego, KS location**

Chassis Preparation, Floor Frame Fabrication, Floor Installation, Fiberglass Body Assembly, Body Preparation, Panel, Floor and Wall Covering, ABS Front Interior, Bi-Fold Door and Mirror installation, Air Condition and Electrical, Lights and Dash Wiring, Stanchion and Window installation, Seats and Restraints, Special Options, Lifts, Camera, Signs, Water Testing, and Road Test, Detailing and Final Inspection.

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

Date: 8/5/20

Title: Engineering Manager



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

Headquarters

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

September 27, 2019

Kate Strickland  
Diamond Coach  
2300 W. 4th Street  
PO Box 489  
Oswego, KS 67356

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2020

Dear Ms. Strickland:

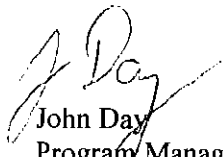
This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Diamond Coach's Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2020 for the period of October 1, 2019–September 30, 2020. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your FY 2020 DBE goal and determined that it is compliant with DOT's DBE regulations. You are eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2020 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by December 1, 2019. This report should reflect all FTA-funded contracting activity for the second period of FY 2019 (i.e., from April 1 to September 30).

Please also be mindful that your FY 2021 DBE goal methodology must be submitted to FTA by August 1, 2020. Any significant updates to the program plan must be submitted to FTA as they occur. Thank you for your cooperation. If you have any questions regarding this approval, please contact the FTA DBE Team via e-mail at [FTATVMSubmissions@dot.gov](mailto:FTATVMSubmissions@dot.gov).

Sincerely,

  
John Day  
Program Manager  
Office of Civil Rights

**STURAA TEST**

**7 YEAR**

**200,000 MILE BUS**

**from**

**DIAMOND COACH CORPORATION**

**MODEL VIP 2200**

**JULY 2010**

**PTI-BT-R1005**

**PENNSSTATE**



**The Thomas D. Larson  
Pennsylvania Transportation Institute**

201 Transportation Research Building  
The Pennsylvania State University  
University Park, PA 16802

(814) 865-1891

**Bus Testing and Research Center**

2237 Old Route 220 N.  
Duncansville, PA 16635

(814) 695-3404

## EXECUTIVE SUMMARY

Diamond Coach Corporation submitted a model VIP 2200, gasoline-powered 15 seat (including the driver) 23-foot bus, for a 7 yr/200,000 mile STURAA test. The bus is built on a Ford Motor Co. E 450 Super Duty chassis. The odometer reading at the time of delivery was 1,220 miles. Testing started on April 8, 2010 and was completed on July 21, 2010. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on April 19, 2010 and was completed on June 30, 2010.

The interior of the bus is configured with seating for 15 passengers including the driver. Free floor space will accommodate 6 standing passengers resulting in a potential load of 21 persons. At 150 lbs per person, this load results in a measured gross vehicle weight of 13,410 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 13,410 lbs. **Note: at Gross Vehicle Load (GVL) the weight of the rear axle is 150 lbs over the rear GAWR.** The middle segment was performed at a seated load weight of 12,530 lbs and the final segment was performed at a curb weight of 9,440 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

Effective January 1, 2010 the Federal Transit Administration determined that the total number of simulated passengers used for loading all test vehicles will be based on the full complement of seats and free-floor space available for standing passengers (150 lbs per passenger). The passenger loading used for dynamic testing will not be reduced in order to comply with Gross Axle Weight Ratings (GAWR's) or the Gross Vehicle Weight Ratings (GVWR's) declared by the manufacturer. Cases where the loading exceeds the GAWR and/or the GVWR will be noted accordingly. During the testing program, all test vehicles transported or operated over public roadways will be loaded to comply with the GAWR and GVWR specified by the manufacturer.

Accessibility, in general, was adequate, components covered in Section 1.3 (Repair and/or Replacement of Selected Subsystems) along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1. Of the seven reported failures, six were Class 3 and one was a Class 2.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 20.38 seconds. The Stopping Distance phase of the Brake Test was completed with the following results; for the Uniform High Friction Test average stopping distances were 24.25' at 20 mph, 51.71' at 30 mph, 84.40' at 40 mph and 106.38' at 45 mph. The average stopping distance for the Uniform Low Friction Test was 26.20'. There was no deviation from the test lane during the performance of the Stopping Distance phase. During the Stability phase of Brake Testing the test bus experienced no deviation from the test lane but did experience pull to the left during both approaches to the Split Friction Road surface. The Parking Brake phase was completed with the test bus maintaining the parked position for the full five minute period with no slip or roll observed in both the uphill and downhill positions.

The Shakedown Test produced a maximum final loaded deflection of 0.237 inches with a permanent set ranging between -0.005 to 0.004 inches under a distributed static load of 8,325 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The bus submitted for testing was not equipped with any type of tow eyes or tow hooks therefore the Static Towing Test was not performed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear, therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 7.3 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 6.89 mpg, 7.13 mpg, and 11.41 mpg respectively; with an overall average of 7.86 mpg.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.



**Diamond Coach**  
2300 West 4<sup>th</sup> Street  
PO Box 489  
Oswego, KS 67356  
620.795.2191  
[www.diamondcoach.com](http://www.diamondcoach.com)

July 30<sup>th</sup>, 2020

Wisconsin DOT:

Diamond Coach certifies that Diamond vehicles meet all Federal Motor Vehicle Safety Standards and ADA requirements that are in effect at the time of manufacture of vehicle. Diamond Coach certifies that all buses meet table 665.11(a).

FMVSS includes:

- Standard No. 101: Controls and Displays
- Standard No. 102: Transmission Shift Position Sequence, Starter Interlock, and Transmission Braking Effect
- Standard No. 103: Windshield Defrosting and Defogging Systems
- Standard No. 104: Windshield Wiping and Washing Systems
- Standard No. 105: Hydraulic and Electric Brake Systems
- Standard No. 106: Brake Hoses
- Standard No. 108: Lamps, Reflective Devices, and Associated Equipment
- Standard No. 111: Rearview Mirrors
- Standard No. 113: Hood latch System
- Standard No. 115: Vehicle Identification Number
- Standard No. 116: Motor Vehicle Brake Fluids
- Standard No. 119: New pneumatic Tires for Motor Vehicles with a GVWR of more than (10 k lbs.)
- Standard No. 120: Tire Selection and Rims for motor vehicles other than cars.
- Standard No. 124: Accelerator Control Systems
- Standard No. 125: Warning Devices
- Standard No. 205: Glazing Materials
- Standard No. 207: Seating Systems
- Standard No. 208: Occupant Crash Protection
- Standard No. 209: Seat Belt Assemblies
- Standard No. 210: Seat Belt Assembly Anchorages
- Standard No. 212: Windshield Mounting
- Standard No. 217: Bus Emergency Exits and Window Retention and Release
  - Window Supplier Retention Testing
  - Roof Hatch Supplier Retention Testing
  - Installed-Emergency Exit Window Release
  - Installed-Rear door release (interior/exterior)
  - Installed roof hatch release
  - Emergency Exit Labeling

Visit our website @ [www.diamondcoach.com](http://www.diamondcoach.com)

FMVSS CERTIFICATION CONTINUED

Standard No. 220: School Bus Rollover Protection

Standard No. 221: School Bus Body Joint Strength

Standard No. 225: Child Restraint Anchorages Systems

Standard No. 302: Flammability of Interior Materials

- Flooring
- Carpet
- Interior ABS
- Seats

Standard No. 403: Platform Lift Systems for Motor Vehicles

Standard No. 404: Platform Lift Installations in Motor Vehicles

Regards,

Caleb Strickland  
Engineering Manager  
Diamond Coach



## DIAMOND LIMITED WARRANTY

This limited warranty is issued by Diamond Coach Corporation, hereinafter referred to as the manufacturer, to you, the original purchaser of a new Diamond motor vehicle, hereinafter referred to as vehicle, and expires 12:01 A.M., at your address, exactly 12 months from the original date of purchase or when the vehicle odometer registers 12,000 miles, whichever occurs first. This coverage applies only to you, the original purchaser.

### PROTECTION A: MECHANICAL BREAKDOWN—VEHICLE CHASSIS

Generally, Ford Motor Company and General Motors Corporation warrant their chassis and related subsystems for the first 3 years or 36,000 miles. The General Motors 5500 has a 2 year unlimited mileage warranty on the chassis and a 5 year/100,000 mile warranty on the 6.6L Duramax diesel engine. The **Warranty Information Booklet** provided by Ford Motor Company and General Motors Corporation explains their warranty and provides information about what is covered and any limitations.

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If your Diamond Coach is built on a Ford Motor Company or General Motors Corporation chassis, and you experience a failure of their product, the coach must be taken to an authorized Ford or General Motors dealer for repair. Ford Motor Company or General Motors Corporation will not warrant any repairs not made by an authorized dealer. There are no exceptions to this rule. Diamond Coach Corporation will not warrant any product defect related to Ford Motor Company or General Motors Corporation at any time.

If you experience a non-installer-related defect on a system that is warranted by a Diamond Coach vendor, the terms of the vendor's warranty **ONLY** will apply. Such items include the air-conditioning system, rear heaters, non-OEM alternators, etc. If you require assistance in filing under the terms of these warranties, you may contact the Diamond Coach Corporation warranty administrator however; Diamond Coach Corporation will **NOT** be responsible for payment of these claims. If the defect is related to the installation of these items, then Diamond Coach Corporation will warrant the installation for the same period that the manufacturer's warranty covers, up to 12 months or 12,000 miles. At any time during the warranty period should a covered component or system fail or require repair due to defective workmanship, you **MUST** contact the Diamond Coach Corporation warranty administrator, Tel. (800) 442 4645 extension 21, 2300 West Fourth Street, Oswego, Kansas 67356, for authorization to repair under terms of the warranty. Once warranty is granted an authorization number will be issued.

**Failure to obtain prior authorization may result in nonpayment of the claim.**

**ALL** claims must be submitted in writing within 60 days of authorization and be accompanied by supporting documentation such as invoices, written explanation of the defect, etc. The warranty administrator may ask that defective parts be returned to Diamond Coach Corporation for examination.

## PROTECTION B: BODY

The manufacturer will warrant you, the original purchaser only, a coach exterior and interior body shells and fiberglass components for a period of five (5) years or 100,000 miles, which ever occurs first from the date of the original purchase.

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## MAINTENANCE

You must perform, at your expense, the maintenance recommended by the manufacturer. Failure to perform the manufacturer's recommended maintenance will result in the loss of your protection under this limited warranty. You must keep records (including all sales receipts and mileage records) showing such maintenance and make them available upon request when a breakdown or failure occurs.

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## EXCLUSIONS FROM COVERAGE

1. This limited warranty does not cover any repair or replacement of components, which are recommended or required solely by the enactment of any local, state, or federal law, rule or regulation.
2. The manufacturer will not pay for normal maintenance and service items, such as alignments, adjustments, calibrations, filters, fluids or lubricants, shop supplies, or environmental disposal charges.
3. The manufacturer will not pay for any component not supplied as original equipment by the chassis manufacturer or the completed vehicle manufacturer.
4. The manufacturer will not pay for mechanical breakdown or component failure:
  - A. If prior authorization is not issued prior to repairs being performed;
  - B. Resulting from misuse, modification, alteration, tampering, disconnection, collision, accidents, fire, freezing, acts of God, mischief, vandalism or theft;
  - C. If the vehicle odometer is inoperative, altered, or tampered with so that the actual accumulated mileage cannot be determined;
  - D. Due to continued operation of the vehicle, or failure to use reasonable means to protect the vehicle from further damage after a failure occurs;
  - E. Or any resulting or consequential damage to, or caused by, a non-covered component;
  - F. Or an consequential charges, costs, expense, inconvenience, loss of time, loss of income, personal injury, property damage, or any other consequential losses arising from a mechanical breakdown or component failure;
  - G. Due to abuse, or any use of the vehicle other than for the purpose for which it was intended;
  - H. Caused by pulling a trailer or another vehicle unless the vehicle is equipped for this as recommended by the **manufacturer**.

## **MAXIMUM RESPONSIBILITY:**

The maximum responsibility of the manufacturer under this limited warranty is the lesser of the actual cash value of the vehicle or the actual cost to repair or replace any part with another of like kind and quality. Maximum reimbursement for repairs affected under Protection B shall not exceed \$2000.

-----  
**When you contact Diamond Coach Corporation for warranty authority, you will be asked for the following information:**

- ◆ **The unit build order number of the coach. This 4 digit number can be found on the completed vehicle certificate located on the rear edge of the driver's door or on the post immediately behind the driver's door.**
- ◆ **The mileage of the coach at the time of repair.**
- ◆ **The date you took retail delivery of your coach.**
- ◆ **The nature of the problem and an estimate to repair.**

**Requests for authorization cannot be processed without this information.**

COMPANY	WARRANTY
BRAUN MOBILE CLIMATE CONTROL ACT	PARTS 3 YEAR/10,000 CYCLES LABOR 1 YEAR/3,000 CYCLES 3 YEAR/ UNLIMITED MILES COVERS INSTALL ALSO 3 YEAR
TRANSAIR PRO AIR ALTRO	3 YEAR/ UNLIMITED MILES HEATER 3 YEAR BOOSTER PUMP 2 YEAR 12 YEARS
GERFLOOR PRO FUSION	12 YEARS 12 MONTH
TRANSIT FLOR TIMBREN	FLOORING - 12 YEARS FROM DATE OF DELIVERY, ENTRANCE PRODUCTS - 1 YEAR FROM DATE OF DELIVERY 5 YEARS/250,000 MILES
KELDERMAN MORRYDE	3 YEAR/100,000 MILES 3 YEAR/70,000 MILES
ROSCO Q-STRAINT	3 YEAR 3 YEAR
SURE LOK TRANSIGN	3 YEAR 10 YEAR - DESTINATION SIGNS, 1 YEAR - STOP REQUESTS
FREEDMAN	METAL PARTS - 5 YEARS, PLASTIC COMPONENTS - 3 YEARS, MOVING COMPONENTS - 3 YEARS UPHOLSTERED COMPONENTS - 3 YEARS, GAS SHOCKS - 1 YEAR, FABRIC - LEVEL 1 - 1 YEAR, LEVEL 3 - 2 YEARS
OPTRONICS FIBERGLASS SUPPLIER	LIFETIME 5 YEAR/100,000 MILES
INTERMOTIVE CREATIVE CAR AUDIO	2 YEAR 1 YEAR
REI EXTRUSIONS	CAMERA SYSTEMS/DVR - 3 YEAR RADIO/DVD/PA - 2 YEAR SPEAKERS- 90 DAY 5 YEAR/100,000 MILES
LIPPERT CMI PANELS	12 MONTHS 1 YEAR FROM DATE OF PURCHASE
NEEDESHA PLASTICS SAFE FLEET	1 YEAR/12,000 MILES 5 YEARS
WESGARDE WESCO	2 YEARS on Switches 1 YEAR/ 12,000 MILES
CEDAR CREEK COOSA	TBD 12 YEARS PARTS AND LABOR AFTER 12 YEARS ONLY PARTS ORIGINAL OWNER ONLY
FORD	3 YEAR/ 36,000 MILES - BASIC, 5 YEAR/ 60,000 MILE - POWERTRAIN



Quote

Order Number: [REDACTED]  
Order Date: [REDACTED]

Salesperson:  
Customer Number 01A&J

**Sold To:**  
A & J VANS, INC.  
333 W. WASHINGTON STREET  
VALDERS, WI 54245

**Ship To:**  
A & J VANS, INC.  
333 W. WASHINGTON STREET  
VALDERS, WI 54245

**Confirm To:**  
TRAVIS

<b>Customer P.O.</b> WISDOT	<b>Ship VIA</b> DRIVER	<b>F.O.B.</b> OSWEGO, KS	<b>Terms</b> CASH ON DELIVERY
--------------------------------	---------------------------	-----------------------------	----------------------------------

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
176GHD7.3-21 CHASSIS,176",7.3L E450 HD	EACH	0.000				
20225-17 VIP 2500 BASE BODY	EACH	1.000				
860001 CHASSIS TRANSFER - MUST HAVE F TRANSFER CHASSIS THROUGH OLATHE FORD	EACH	1.000				
50112 HEATER,WALL,65,000 BTU	EACH	2.000				
50208-2 AC-7W103 MAX,REAR EVAP, 7.3	EACH	1.000				
100216 FLOOR,PLYWOOD 3/4"MARINE GRADE	EACH	1.000				
100221 FLOOR,RAISED 3"	EACH	1.000				
100225-4 WINDOWS - TOP SLIDER 25 VIP	EACH	1.000				
150405-1 TRAY,BATTERY,8D,SIDE MOUNT F/V INSTALL BOTH BATTERIES ON TRAY	EACH	1.000				
150405-1SS TRAY,BATTERY,8D,SIDE MOUNT,SS	EACH	1.000				
150521 SUSPENSION TIMBREN,E450 FORD	EACH	1.000				

Continued



Quote

Order Number: [REDACTED]  
Order Date: [REDACTED]

Salesperson:  
Customer Number 01A&J

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**Confirm To:**  
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<b>Customer P.O.</b> WISDOT	<b>Ship VIA</b> DRIVER	<b>F.O.B.</b> OSWEGO, KS	<b>Terms</b> CASH ON DELIVERY
--------------------------------	---------------------------	-----------------------------	----------------------------------

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
151528SS EXHAUST,STNLS STEEL,RUN TO D/S	EACH	1.000				
250205-2 DOOR,REAR 34X60,W/UPPER WINDOW NON LOCKING DOOR	EACH	1.000				
250226 HANDLE,REAR DOOR,INTERIOR GRAB	EACH	1.000				
250703 E-BRAKE ACTIVATE REAR DOOR BUZ	EACH	1.000				
250210-2 WINDOW,LOWER FOR REAR DOOR	EACH	1.000				
250216 LIGHT,INDICATOR,2",RED LED,Rea	EACH	1.000				
250225 BUZZER,EXIT WINDOW AJAR	EACH	4.000				
T00226 STRIPING,2 3/4 SPLIT BLUE MET MATCH 8" STRIPE	FT	47.000				
300101 STRIPING, 8" BLUE VINYL STD. BLACK SMOOTH AND RIBBED FLOORING	EACH	1.000				

Continued



Quote

Order Number: [REDACTED]
Order Date: [REDACTED]

Salesperson:
Customer Number 01A&J

Sold To:
A & J VANS, INC.
333 W. WASHINGTON STREET
VALDERS, WI 54245

Ship To:
A & J VANS, INC.
333 W. WASHINGTON STREET
VALDERS, WI 54245

Confirm To:
TRAVIS

Table with 4 columns: Customer P.O., Ship VIA, F.O.B., Terms. Values: WISDOT, DRIVER, OSWEGO, KS, CASH ON DELIVERY

Main item list table with 7 columns: Item Code, Unit, Ordered, Shipped, Back Order, Price, Amount. Includes items like T00276 TAPE, REFLECTIVE CONSPICUITY, W; 400310 PANEL, MODESTY, DRIVER, PADDED; 400315 PANEL, MODESTY, ENT DOOR, PADDED; 400505 RAIL, OVERHEAD HAND ABOVE AISLE; 400510 RAIL, ENTRANCE, RIGHT HAND; 400610Y LINE, YELLOW STANDEE; 403002O INTERIOR, COMPLETE ABS; 450230 STANCHION, W/MODESTY PANEL AT L; 450702 E-BRAKE ACTIVATE LIFT INTERLOC; 300715 FLAPS, FRONT, MUD

Continued



Quote

Order Number: [REDACTED]
Order Date: [REDACTED]

Salesperson:
Customer Number 01A&J

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VALDERS, WI 54245
Confirm To:
TRAVIS

Ship To:
A & J VANS, INC.
333 W. WASHINGTON STREET
VALDERS, WI 54245

Table with columns: Customer P.O., Ship VIA, F.O.B., Terms, Item Code, Unit, Ordered, Shipped, Back Order, Price, Amount. Contains 12 rows of item data.

Continued





Quote

Order Number: [REDACTED]  
Order Date: [REDACTED]

Salesperson:  
Customer Number 01A&J

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<b>Customer P.O.</b> WISDOT	<b>Ship VIA</b> DRIVER	<b>F.O.B.</b> OSWEGO, KS	<b>Terms</b> CASH ON DELIVERY
--------------------------------	---------------------------	-----------------------------	----------------------------------

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
T00202 DECAL,EMERGENCY DOOR	EACH	1.000				
T00303 DECAL,EMERG.EXIT RED ON WHITE MUST HAVE DECALS INSIDE AND OUT	EACH	8.000				
502043 LIGHTING,LED,ROUND,TAIL,BRAKE,	EACH	1.000				
100106 PAINT,FLOOR FRAME	EACH	1.000				
*SPECIAL PIN CONNECTORS NO BUTT SPLICES	EACH	1.000				
*SPECIAL LEGEND ON CIRCUIT BOX DOOR ALL ACCESORIES TO BE WIRED OFF OF IGNITION SWITCH	EACH	1.000				
*SPECIAL ELECTRICAL COMPONETS WILL BE PLUG CONNECTED WITH LOCK TAB CONNECTORS	EACH	1.000				
*SPECIAL ALL EXTERIOR CONNECTORS WILL BE WEATHER-PAK CONNECTORS	EACH	1.000				
E00969 LIGHT,STEPWELL LED EXTRA STEPWELL LIGHT	EACH	1.000				

Continued



Quote

Order Number: [REDACTED]  
Order Date: [REDACTED]

Salesperson:  
Customer Number 01A&J

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VALDERS, WI 54245  
Confirm To:  
TRAVIS

Ship To:  
A & J VANS, INC.  
333 W. WASHINGTON STREET  
VALDERS, WI 54245

Customer P.O. WISDOT	Ship VIA DRIVER	F.O.B. OSWEGO, KS	Terms CASH ON DELIVERY
-------------------------	--------------------	----------------------	---------------------------

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
*SPECIAL	EACH	1.000				
LARGE LED LIGHT ABOVE DRIVER						
400616	EACH	2.000				
MIRROR,SAFETY CROSS,FRONT MOUN						
50217	EACH	1.000				
ROOF MOUNT CONDENSER (DO NOT						
D00217	EACH	1.000				
INTERLOCK,STARTER DISABLE SD-5						
250400	EACH	1.000				
INTERLOCK,REAR DOOR						
NOT TO START WITH REAR DOOR LOCKED						
450142	EA	1.000				
LATCH SYS. "T" F/LIFT DOORS						
502035	EACH	1.000				
WIRING,NUMBER/FUNCTION CODE 6"						
500525	EACH	5.000				
SIGN,EMERGENCY EXIT,LIGHTED						
100210	EACH	1.000				
STEPWELL,HEATED						
300610	EACH	1.000				
RUNNING BOARD,DRIVER,10"						
400516	EACH	1.000				
GRAB HANDLE,VERTICAL L&R DOOR						

Continued



Quote

Order Number: [REDACTED]  
Order Date: [REDACTED]

Salesperson:  
Customer Number 01A&J

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VALDERS, WI 54245  
**Confirm To:**  
TRAVIS

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VALDERS, WI 54245

<b>Customer P.O.</b> WISDOT	<b>Ship VIA</b> DRIVER	<b>F.O.B.</b> OSWEGO, KS	<b>Terms</b> CASH ON DELIVERY
--------------------------------	---------------------------	-----------------------------	----------------------------------

Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
502039 LIGHT,BRAKE,CENTER MOUNT,LED	EACH	1.000				
502041 LIGHTS,SIDE DIRECTIONAL,LED,W/	EACH	1.000				
504001 BRAKE INDEPENDANT OF TURN SIGN	EACH	1.000				
504002 BIFOLD DOOR TO ACTIVATE AISLE	EACH	1.000				
810000 PLATE,FUEL ACCESS,12" X 18"	EACH	1.000				
801250 EXTENSIONS, VALVE W/STABLIZER	EACH	1.000				
OEM001 OEM,COVERED DRIVER SEAT	EACH	1.000				
FR0067 GRAB,3PT RAIL	EACH	12.000				

Thank you for your order.

CNGP530

VEHICLE ORDER CONFIRMATION

=>

2021 ECONOLINE

Dealer:

Page: 1 of 2

Order No: 0009 Priority: L3 Ord FIN:  
Ord PEP: 782A Cust/Flt Name: DIAMOND COACH

Order Type: 4B Price Level:  
PO Number:

	RETAIL	DLR	INV		RETAIL	DLR	INV
E4F	COM CUTAWAY VAN			47B	SHUTTLE BUS PKG		
	176" WHEELBASE				.FRT LICENSE BKT		
YZ	OXFORD WHITE				.ENG BLK HEATER		
A	STD VNYL BKT ST			18A	EXT UPGRADE PKG	NC	NC
E	MEDIUM FLINT		*		JOB #2 ORDER		
782A	PREF EQUIP PKG				FLEET SPCL ADJ	NC	
	.STANDARD TRIM				SHUTTLE BUS DIS	)	
572	.A/C FRONT ONLY			162	FLR VINYL, FRT		
587	.ELEC AM/FM CLK				TOTAL BASE AND OPTIONS		
646	.16" WHITE WHLS				TOTAL	)	3
99N	7.3L PRE ENGINE	NC	NC		*THIS IS NOT AN INVOICE*		
44P	ELEC 6-SPD AUTO				* MORE ORDER INFO NEXT PAGE *		
T68	.LT225/75R16E				F8=Next		
X83	4.56 REG X83	NC	NC				
516	SP TIRE NOT INC						

2021 ECONOLINE

Page: 2 of 2

Order No: 0009 Priority: L3 Ord FIN:  
Ord PEP: 782A Cust/Flt Name: DIAMOND COACH

Order Type: 4B Price Level:  
PO Number:

	RETAIL	DLR	INV		RETAIL	DLR	INV
20F	14500# GVWR	NC	NC		4 SPEAKERS		
425	50 STATE EMISS	NC	NC	2	DAYTIME LIGHTS		
47Z	AMB PKG NOT REQ				SP DLR ACCT ADJ		
525	CRUISE CONTROL		0		SP FLT ACCT CR		
54F	MIRROR, DELETE				FUEL CHARGE		
554	SPACERS,ALT LAT		0	B4A	NET INV FLT OPT	NC	
57J	AUX HTR CONNECT		)		PRICED DORA	NC	NC
60X	RT DOOR NOT INC		0)		DEST AND DELIV		
	.P ST DEL-AB DEL				TOTAL BASE AND OPTIONS		
	.PASS AIRBAG DEL				TOTAL		38
625	RRVIEW MIRROR	NC	NC		*THIS IS NOT AN INVOICE*		
63N	DUAL ALTERNATOR						
634	DUAL BATTERIES		0				
657	FUEL TANK 40 GL	NC	NC				
672	FRT MAX GAWR	NC	NC				





# APPENDIX F - PRICE SHEET #510366

**Vendor Name:** A & J VANS, INC **Opening Date:** 8/12/2020  
**Bid Number:** 510366 **Time:** 2 PM CST

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
009	Med. Bus Gas 10/2				1	ea.		\$0	\$0	\$0	\$0
010	Med. Bus Gas 10/2 Honeycomb	A & J VANS, INC	DIAMOND VIP 2500	180	1	ea.	\$72,014	\$73,454	\$74,923	\$76,422	\$77,950
011	Med. Bus Gas 12/2				1	ea.		\$0	\$0	\$0	\$0
012	Med. Bus Gas 12/2 Honeycomb				1	ea.		\$0	\$0	\$0	\$0
002	Minivan Accessible Rear Load				1	ea.		\$0	\$0	\$0	\$0

For purposes of calculating the rate for option years for this RFB, include an annual rate increase of 2% 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.

## APPENDIX I – COST/PRICE ANALYSIS AND PRICE REASONABLENESS

Contract Number	510366	Item Description	Med. Bus Acc. Honey 10/2 (Line 10)
Original Procurement?	Yes	Option Year #	n/a

I hereby determine that the prices offered by (supplier name) **A&J Vans** for the purchase of these products or services to be fair and reasonable based on the following analysis:

**Check one or more which apply:**


- Comparison of and based on current offers received for the same or similar services (complete matrix below).
- Comparison of proposed pricing with pricing from recent purchases for the same or similar services, adjusted by the pertinent Consumer or Producer Price Index or Inflation Rate over the corresponding time period, if appropriate. This includes the same or similar services found on existing State or municipal contracts (identify contract pricing sources and attach supporting documentation).
- Comparison of proposed pricing with an in-house independent cost estimate for the same or similar item (complete the matrix below, attach the signed in-house estimate, and explain factors influencing any differences found).

**SUMMARY MATRIX**

Contact	Item	Proposed Pricing – A&J	Telin		
One Year	Med. Bus H 10/2	\$72,014	\$79,307		
ICE	Other (PPI)	Average Price from Bids	Percent Difference of ICE vs Proposed Price		
\$69,493	n/a	\$75,661	Four percent		

**Reason for the selection:**

The ICE is similar to the proposed price as the Med. Bus Honeycomb 10/2, (Ford 450 from Diamond. This model of bus had a few examples online to help us determine an estimate price, but is similar to the average price of bids submitted. Overall, the price difference (\$2,521) between the ICE and lowest responsible bidder is less than 10 percent. Because the proposed price is close to our ICE, we determine it to be fair and reasonable. Option year prices will be adjusted using the PPI and are considered fair and reasonable.

 <hr/> Signature	9/1/2020 <hr/> Date
Katherine Patterson <hr/> Print Name	Transit Section Lead Worker <hr/> Title



Supporting documents are attached. This analysis and determination will be filed in the Procurement History File.

**Independent Cost Estimate:**

**APPENDIX B – INDEPENDENT COST ESTIMATE**  
**INDEPENDENT COST ESTIMATE**

Purchase Request Number	Item Description/Project Name	Delivery/Completion Date
<b>HSV Med Bus 10/2 Honeycomb</b>		
Name/Signature of Preparer	Total Estimated Price/Cost	Date of Estimate
<b>Katie Patterson</b>	<b>\$69,493</b>	<b>6/9/2020</b>

Method. The above estimate has been developed as follows (check all that apply):

Published catalog or price list (attach pertinent catalog or price list pages).

Recent prices for the same or similar item/service (identify contracts, purchase orders, sources, and additional helpful information (e.g. dates of award), and attach any pertinent documents):

In-house engineering or technical estimate (see details below).

Independent Third-Party estimate developed by \_\_\_\_\_ (attach the estimate).

Other (specify): Averaged PPI price and prices found online for like vehicles. Added the average (based on three solicitations increase from the regular med bus specs to the Honeycomb construction. Then added and averaged the PPI increase to the actual honeycomb med. bus line item.

If appropriate, the estimates/prices herein have been made current by adjusting for inflation using the following Producer or Consumer Price Index:

Cost Estimate Details. Details for the estimated price/cost identified are shown below.

Product	Unit Cost	Notes / Data Source
	Delivered	
10_2 Med Bus	\$60,701	2019 HSV Model with the April to April PPI of + 1.9% (reg)
12_2 Med Bus 2019	\$59,995	Used vehicle, similar seating and chassis.
Avg. Increase for HC construction	\$9,459	Averaged 2014, 2015, and 2016 price increases from the Med. Bus price to the Med. Bus HC price.
10/2 Med Bus	\$69,179	2019 HSV Model with the April to April PPI of + 1.9%

**NOTE: For complex projects or tasks, attach additional supporting documentation, as appropriate.**

Invitation for Bid                      Appendix B                      10/2017

Other Bids Received for this vehicle:

The Apparent Results			
	Company Name	Bid Amount	Bid Submittal Date and Time
Line 2 - Rear Load Wagon / Van	A&J Vans	\$39,970.00 ●	8/12/20 at 1:20pm
	Ewald - Hartford	\$44,415.00	8/12/20 at 1:36pm
	Alliance Bus Group	\$40,503.00	8/12/20 at 9:02am
Line 9 - Medium Bus (10/2)	Shepard Brothers	\$71,051.22	8/11/20 at 9:32am
	Hoekstra	\$77,900.00	8/12/20 at 10:22am
	Midwest Transit	\$73,084.00	8/12/20 at 10:27am
	Transportation Equipment Sales Corp. (TESCO)	\$70,274.00 ●	8/12/20 at 10:29am
Line 10 - Med. Bus (10/2) HC	Telin Transportation	\$79,307.00	8/12/20 at 10:22am
	A&J Vans	\$72,014.00 ●	8/12/20 at 1:20pm
Line 11 - Medium Lg. Bus (11/2)	Shepard Brothers	\$71,681.04	8/11/20 at 9:32am
	Hoekstra	\$78,700.00	8/12/20 at 10:22am
	Midwest Transit	\$74,245.00	8/12/20 at 10:27am
	Transportation Equipment Sales Corp. (TESCO)	\$71,115.00 ●	8/12/20 at 10:29am
Line 12 - Medium Lg. Bus (11/2) HC	Telin Transportation	\$80,990.00	8/12/20 at 10:22am
	A&J Vans - A	\$73,155.00	8/12/20 at 1:20pm
	A&J Vans - B	\$71,533.00 ●	8/12/20 at 1:20pm

All bid documents will be thoroughly reviewed to ensure compliance with the **IFB/RFB** and a **Notice of Intent to Award** will be issued with all other bidders notified of the awarding bidder.

*Kate Patterson*

Signature of Awarding Agency

8/12/2020

Date

*Danette Tessmann*

Witness

8/12/2020

Date

Invitation for Bids

Appendix J

10/2017

## APPENDIX L – CONTRACTOR RESPONSIBILITY/RESPONSIVENESS DETERMINATION

Solicitation Number	#510366
Contractor Name	A & J Vans
Contractor Address	333 West Washington Street, Valders, Wisconsin 54245

### CIRCLE ALL APPLICABLE STATEMENTS:

#### 1. Federal and State Review

A review of Federal and state websites dated 09 / 01 / 2020 has been conducted and the contractor **DOES** **DOES NOT** appear as suspended or debarred.

- Federal website: [www.sam.gov](http://www.sam.gov) (Attach printout of webpage)
- State website: <https://wisconsindot.gov/hcciDocs/debar.pdf> (Attach printout of webpage)

#### 2. Other Contracts

The Contractor **HAS** **HAS NOT** performed satisfactorily on other contract(s) awarded by this agency.

#### 3. Reference Checks

A survey of other agencies and companies doing business with the contractor was performed. **ADVERSE** **NO ADVERSE** information has been received that would bring the contractor's present responsibility and technical capability into question.

List the agencies/companies contacted, dated contacted and person providing information.

Organization	Date of Contact	Person Contacted	Adverse info provided?
ProHealth	8/28/2020	Alexander W.	No
CC Madison	8/31/2020	Claire S.	No

#### 4. Financial and Tech Resources

A review of the Contractor's financial and technical resources **DO** **DO NOT** indicate that it is capable of performing the contract.

List documentation reviewed:

Document(s) Reviewed	Publication Date	Reflects capability?
WI Debarment List	8/17/2020	Yes, not debarred
WI Tax Evasion List	Ongoing	Yes, has paid taxes
Reference Checks and Previous Work		Yes, never had a financial issue

#### 5. Policy, Code, and Regulation Compliance

State/local government agencies were contacted, and the contractor **DOES / DOES NOT** have a record of any outstanding code violations, improper business practices, or similar history of non-compliance with public policy.

List agencies contacted:

Agency / Company	Date of Contact	Reflects a history of compliance?
Oneida Transit Agency	7/29/2019	Yes
WI Debarment and Tax Evasion Lists	7/29/2019	Yes

#### 6. Other Information

Other pertinent information received **DOES / DOES NOT** affect the Contractor's responsibility.

List parties contacted and results of contact (e.g., Better Business Bureau, Business Licenses, Dunn and Bradstreet, [www.fapiis.gov](http://www.fapiis.gov), <https://www.revenue.wi.gov/Pages/HTML/delqlist.aspx>).

Agency / Company	Date of Contact	Results
BBB	8/1/2019	A+ Rating

### 7. Responsiveness

The Contractor **IS / IS NOT** responsive to the solicitation requirements and specifications.

In accordance with 24 CFR 85.36 (b)(8), the contractor is considered to be **RESPONSIBLE / NON-RESPONSIBLE** and **DOES / DOES NOT** possess the ability to successfully perform under the terms and conditions of this contract.

<u>Katie Patterson</u>	<u>Katie Patterson</u>	<u>8/13/2019</u>
<b>Name</b>	<b>Signature</b>	<b>Date</b>

Sam.gov

General Services Administration [US] https://www.sam.gov/SAM/pages/public/entitySearch/entitySearchEntityOverview.jsf

State Procurem... Applan for Federal Tr.

HOME SEARCH RECORDS DATA ACCESS CHECK STATUS ABOUT HELP

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/10/2019, from 8:00 AM to 1:00 PM (EDT).

ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

**Entity Dashboard**

**A&J Vans Inc.**  
 DUNS: 093421964 CAGE Code: 4AQU6  
 Status: Active  
 Expiration Date: 12/06/2019  
 Purpose of Registration: All Awards

333 W Washington St  
 Valders, WI, 54245-9201,  
 UNITED STATES

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

**Entity Registration Summary**

Name: A&J Vans Inc.  
 Doing Business As: A & J Mobility  
 Business Type: Business or Organization  
 Last Updated By: COREY KUPSH  
 Registration Status: Active  
 Activation Date: 12/06/2018  
 Expiration Date: 12/06/2019

**Exclusion Summary**

Active Exclusion Records? No

GSA

Search Records Disclaimers FAPIIS.gov  
 Data Access Accessibility GSA.gov/IAE  
 Check Status Privacy Policy GSA.gov

11:38 AM  
 7/30/2019

**WI Debarment**



## 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 Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-6860.

**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)	Limitations/Deviations
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Fratney 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 Franksville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Bickel, Matthew	See, Peshtigo Asphalt, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Brechtl, Mark G	See, Ecodec, Inc					
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Christiansen, Andy	See, Arnie Christiansen Mason Contractors, LLC					
Christiansen, Arnold	See, Arnie Christiansen Mason Contractors, LLC					
Darnick, Gregory L	See, Darnick Trucking, LLC					
Darnick Trucking, LLC	W914 County Rd V Berlin, WI 54923	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None

## WI Tax Evasion List

State of Wisconsin  
 Department of Revenue

## Revoked Sellers

[Back to Delinquent Page](#)

Name/Doing Business As Name	Last Known Mailing Address	Tax Type	Amount	Revocation Date
4 SEASONS LANDSCAPE & SNOW REMOVAL INC	W8171 STATE ROAD 33 PORTAGE WI 53901-1978 USA	W	\$185.00	05/15/2019
5 STAR VENDING LLC	1608 HANS ST WEST BEND WI 53090-0193 USA	S	\$1,248.18	04/16/2019
ACM FIRE PROTECTION, INC. ACM FIRE PROTECTION	2206 MILLER PARK WAY MILWAUKEE WI 53219-9164 USA	S,W,B	\$223,644.98	09/30/2014
ADAMS, WILLIAM RIDE CLEAN AUTO SALES LLC	4045 N 44TH ST MILWAUKEE WI 53216-6150 USA	I,S,B	\$215,236.52	06/13/2019
ALLEN, BRET	N2505 COUNTY ROAD JJ MERRILL WI 54452-2876 USA	S	\$6,762.41	08/30/2018
AMERICAN INDEPENDENT GOLD AND SILVER	1745 11TH AVE BALDWIN WI 54002-2260 USA	S	\$40.00	04/16/2019
ANDYS WOOD LAKE RESORT LLC	N8739 3RD CT WESTFIELD WI 53964-4819 USA	S,W	\$6,435.25	08/30/2018
AUE, JEFF HELLER'S CARBONIC CO2 DRY ICE	4016 LORI CIR MADISON WI 53714-4302 USA	I,S,B	\$29,439.35	08/30/2018
BAD GENIE LLC BAD GENIE LLC	789 N JEFFERSON ST MILWAUKEE WI 53202-2370 USA	S,E	\$24,847.22	05/15/2014
BAUMANN, ROBERT	8708 COUNTY ROAD V CALEDONIA WI 53108-8951 USA	W,I,S,FE,B	\$136,937.22	05/15/2019
BEHL, WILLIAM	5325 W VILLARD AVE MILWAUKEE WI 53218-8434 USA	I	\$160,065.55	05/30/2019
BLU PLAY CAFE LLC BLUE PLAY CAFE LLC	3220 NORTON ST WISCONSIN RAPIDS WI 54494-4163 USA	S,W	\$12,364.43	10/30/2018
BONDAR, ANTHONY COMPETITION AUTO BODY	301 E MAIN ST WHITEWATER WI 53190-0202 USA	S	\$13,925.80	06/27/2019
BROWN, KEVIN	58508 COUNTY ROAD C FERRYVILLE WI 54628-8808 USA	I,S	\$11,078.62	10/16/2018
B'S CLUB 107 LLC B'S CLUB 107 LLC	N2570 CHAMPAGNE DR MERRILL WI 54452-2821 USA	S	\$18,694.92	11/15/2018
BUSCHKE, ROBERT BUSCHKE ELECTRIC CO	1752 N SPRING ST BEAVER DAM WI 53916-6110 USA	I,S,B	\$41,371.47	01/28/2010
CARLSON, GORDON HONYAK SALES & SERVICE	1170 18TH DR ARKDALE WI 54613-3977 USA	S,W	\$27,249.06	09/13/2018
CB SHOP INC	1111 SAINT ANDREW ST LA CROSSE WI 54603-3292 USA	C,S,B	\$45,772.19	05/15/2019
CDM HOSPITALITY INC JO JO'S MARTINI LOUNGE	244 S WILSON AVE HARTFORD WI 53027-7252 USA	S,E,W,B	\$8,515.30	04/16/2019
CHALET CABINETRY LLC	611 E LEGRAND ST BOSCOBEL WI 53805-5115 USA	S,W	\$7,901.39	07/17/2018
CHAMPALAO LLC THAI LOTUS	3221 W LISBON AVE MILWAUKEE WI 53208-8205 USA	S	\$19,416.17	04/16/2019

<https://www.revenue.wi.gov/Pages/DelqList/REVOKE.aspx>

1/2




https://www.bbb.org/us/wi/valders/profile/wheelchair-ramps/a-j-mobility-0694-14040309

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[Home](#) > [Wisconsin](#) > [Valders](#) > [Wheelchair Ramps](#) > A & J Mobility



### A & J Mobility

Wheelchair Ramps

This company offers auto customizing and conversion for van and/or vehicle upgrading as well as handicapped or disabled accessibility.

This is a multi-location business. [Find a location](#)


333 W Washington St  
Valders, WI 54245-9201

<http://www.aandjmobility.com>

Email this Business

(920) 775-9333

#### Accreditation



ACCREDITED BUSINESS

Accredited Since: 8/29/2008  
Years in Business: 34

#### BBB Rating

**A+**

Customer Reviews are not used in the calculation of BBB Rating

[Overview of BBB Ratings](#)

#### Customer Reviews

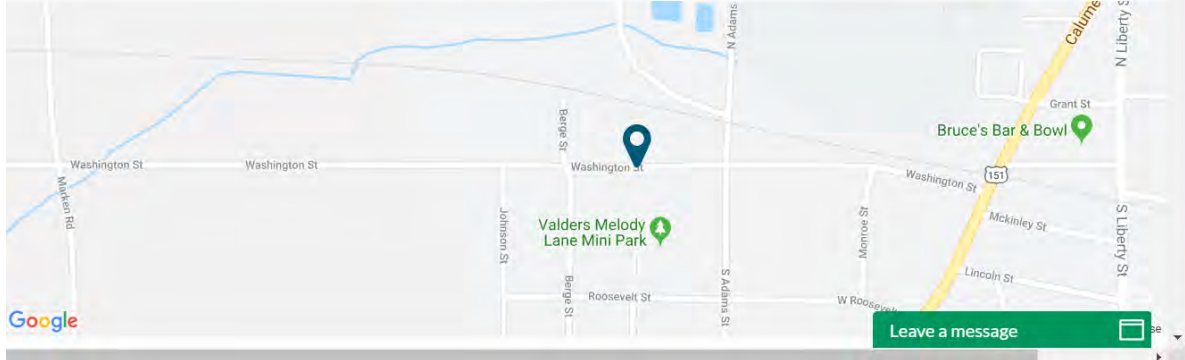
★★★★☆

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5:23 PM  
8/1/2019



**ROLLING STOCK VEHICLE PROCUREMENT**

**Pre-Award Audit Report**

**Medium Bus Accessible – Honeycomb – 10/2**

**Chrysler**

**Voyager L**

**Diamond Coach**

**Vehicle Vendor - A&J Vans**

**Submitted by:**

**Katherine Patterson**

**9/1/2020**

**Name**

**Date**

A handwritten signature in black ink that reads "Katherine Patterson". The signature is written in a cursive style and is positioned above a horizontal line.

**Lead Worker - Transit**

**Signature**

**Title**

## **TABLE OF CONTENTS**

### **1.0 EXECUTIVE SUMMARY**

### **2.0 AUDIT PROCEDURES**

### **3.0 PRE-AWARD BUY AMERICA CERTIFICATION**

3.1 Verification of Domestic Content Estimate and Final Assembly Cost

3.2 Verification of Final Assembly Location and Activities

### **4.0 PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION**

4.1 Verification of the Product as Described in the Specification

4.2 Verification Manufacturer is Responsible with Capability and Capacity to Delivery the Product

### **5.0 FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS CERTIFICATION) (WHEN APPLICABLE)**

### **6.0 PRE-AWARD AUDIT CONCLUSIONS**

**Be sure to include the signed pre-award certificates from the vendor/contractor in your file with this report**

## 1. EXECUTIVE SUMMARY

Provide description of report including manufacturer, number and type of vehicles, and references to key FTA guidelines.

Provide statement about whether rolling stock vehicle manufacturer is compliant with Buy America pre-award audit requirements and whether the recipient has copies of the following

- 1.1. Pre-Award Buy America Certification,
- 1.2. Pre-Award Purchaser's Requirements Certification, and
- 1.3. Pre-Award FMVSS Certification, if applicable.

Include a statement as to the organization of the report and any attachments. Provide a statement about whether the rolling stock vehicle manufacturer meets Buy America requirements.

The Pre-Award audit was performed on the **Rear Load Accessible Minivan** bid document submitted by **A&J Vans**. Pre-award Buy America certification, Purchaser's Requirement certification, and the FMVSS certification were obtained from the bidder and will be kept on file, along with the Certification of Compliance with Buy America Rolling Stock Requirements and other relevant documents.

Documentation provided by the manufacturer was reviewed to determine that Buy America requirements were met for the rolling stock, including component and subcomponent parts. Reviewed were manufacturer compliance, country of origin, cost, and final assembly location.

The review found sufficient evidence that manufacturer meets the Buy America requirements, was found to be responsible and has the capacity and capability to produce vehicles that meet the solicitation specifications.

## 2. AUDIT PROCEDURES

Provide a brief description of the procedures used to perform the overall audit, including whether in-house staff or consultants were used. Include a brief statement about Pre-Award Buy America documentation received from the rolling stock vehicle manufacturer, and provide a brief overview of the review and analysis performed to determine compliance with Buy America requirements, including any onsite visits to the rolling stock manufacturer or

component supplier sites. Include a brief statement about procedures used to determine the validity of the Pre- Award Purchaser's Requirements Certification, including documentation reviewed and site visits, if any, performed to determine if the proposal meets the solicitation requirements. And that the rolling stock manufacturer is responsible, with the capability and capacity to produce the vehicle in compliance with the Contract Requirements.

**WisDOT** Transit staff performed a pre-award audit of the lowest bid for **Rear Load Accessible Minivan** from **A&J Vans** . Documents reviewed included the Pre-Award Buy America Certification, the manufacturer's documentation and certificate of compliance, listing of vehicle components that included country of origin and domestic content, certification of final assembly site location, and federal third-party contract clauses. Pre-award checklists were utilized to check and verify signed certifications. Signed certifications and included documentation were reviewed and found to be complete and compliant. Vendor references were also evaluated.

### **3. PRE-AWARD BUY AMERICA CERTIFICATION**

Provide a brief summary addressing the rolling stock vehicle manufacturer's Pre-Award Buy America documentation and how the manufacturer meets or does not meet the domestic content and final assembly requirements. Provide a brief summary of the documentation provided by the rolling stock vehicle manufacturer and reviewed by the recipient or its designated auditor.

#### **3.1. Verification of Domestic Content and Final Assembly Cost**

Provide a summary of the documentation provided by the manufacturer and confirm that the documentation included sufficient detail such that the reviewer was able to verify that the vehicle will contain the minimum domestic content and the final assembly costs.

The self-certification of the manufacturer of domestic content or compliance is not sufficient. The reviewer should examine documentation that in concludes sufficient detail for the reviewer to determine whether the manufacturer is likely to meet the domestic content requirements.

Relevant information may include, but is not limited to, documentation of the breakdown of components, subcomponents, manufacture of origin, percent cost or actual cost of components, percent cost or actual cost of corresponding subcomponents, and whether

the manufacturer has Buy America certifications from its suppliers. Provide a brief summary on the formulas and calculations used to determine domestic content and whether they are accurate. The Buy America pre-award audit report may include a summary table that lists the domestic components and their cost as a percentage of the total cost. The table should not include proprietary or confidential information.

Provide a summary statement of the manufacturer's claimed domestic content based on the independent analysis of the reviewer.

### 3.2. Verification of U.S. Final Assembly Location and Activities

Provide a brief description of the rolling stock vehicle manufacturer's proposed U.S. final assembly location and how the rolling stock vehicle manufacturer's final assembly activities will correspond to minimum final assembly activities in 49 CFR part 661. Provide a summary of the final assembly costs.

Domestic content documents were examined. See Domestic Content documents. These documents verify a minimum of **70** percent domestic content and final assembly will be in the United States.

Document summaries include components, subcomponents, manufacture of origin, percent domestic, and manufacturing location.

The manufacturer, **Diamond Coach**, has certified the Buy America documentation is reliable and accurate and the final vehicle assembly is in the United States.

Buy America Percentage **86.80 %**

Final Assembly Location **Oswego, Kansas, USA**

## 4. PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

Provide a summary addressing the manufacturer's Pre-Award Purchaser's Requirements Certification and the reviewer's methods of review and analysis to determine whether the requirements were satisfied. The summary may include a brief summary regarding how *ABC Transit Agency's* Evaluation Team reviewed the Manufacturer's Bid (Proposal), compared it to the solicitation specifications, and, after reviewing the manufacturer's bid, issued any addenda,

received responses to clarifications, and found the Manufacturer to be compliant.

Additionally, the report may include a summary explaining how the recipient determined that the manufacturer is responsible. The summary may include, for example, a list of past deliveries of similar orders over the past 5 years. The summary also may indicate whether the manufacturer will use the same or similar processes and the same final assembly facility.

Provide a summary statement based on the above review as to whether or not the rolling stock manufacturer has the capacity and capability to produce the rolling stock to meet the contract requirements.

**WisDOT** Transit staff reviewed the **A&J Vans** bid and found it to be compliant with the specifications listed in the solicitation. A proposal checklist and bid specification checklist were utilized to evaluate completeness and accuracy of bids. Bid proposal, specifications, and product brochures were included in the evaluation.

Vendor reference checks were done by **WisDOT** Transit staff. References provided information on vendor regarding past performance, vendor's financial and technical resources, any past code violations or improper business practices, and any other pertinent information that would affect the vendor's responsibility. A sam.gov search was also conducted.

Based on review of documents, vendor and manufacturer are responsible, and have the capacity and capability to meet the contract requirements.

**5. FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS CERTIFICATION) (IF APPLICABLE)**

Provide a summary statement that a sample of the Manufacturer's FMVSS self-certification sticker information was obtained and reviewed against a sample FMVSS sticker and was found to include the content required for the Pre-Award Audit.

See signed Pre-Award FMVSS Compliance Certification signed by vendor **A&J Vans**.

See signed Federal Motor Vehicle Safety Standards certification signed by manufacturer **Diamond Coach**.

**6. PRE-AWARD AUDIT CONCLUSION**

Provide a summary regarding how the procedures used, analysis performed, and results found on the Pre-Award audit of the rolling stock manufacturer indicates the manufacturer meets Buy America Compliance and the Purchaser's requirements certification.

Federal clauses relating to rolling stock purchases and Buy America certifications were signed by the vendor, **A&J Vans**. Pre-award audit checklists were utilized to determine completeness and compliance of requirements. Documentation provided by the manufacturer that indicates rolling stock, the components and subcomponents, along with final assembly location, were reviewed and found to be compliant with the Buy America requirements.

Following the review of the documents, **A&J Vans** was found to be responsible with the capability and capacity to produce the vehicle in compliance with the solicitation requirements and is in compliance with Buy America requirements.

**Signed By:**

**Katie Patterson**

**9/1/2020**

**Name**

**Date**




**Lead Worker - Transit**

**Signature**

**Title**



### HSV Minibus #510366 Checklist

<b>Vehicle Type:</b> Line 10 Med Bus Honeycomb 10/2	<b>Vendor:</b> A&J
<b>Type:</b> Diamond VIP 2500 - Ford E-450	<b>Price:</b> \$72,014
Bid Cover Page	Complete
Addendum 1	Complete
Addendum 2	Needs Signature
Addendum 3	Needs Signature
Appendix F - Price Sheet	Complete
Appendix G - Drawing	Complete
Appendix B/DOA 3832	
<i>Bidder Opportunity List</i>	Complete
<i>Bidder Required Form (Info and Contacts)</i>	Complete
<i>References</i>	Complete
<i>Confidential</i>	n/a
<i>Bidder Agreement (Cooperative Purchasing)</i>	Complete
<i>Bidder Status</i>	n/a
<i>State Bidder Certifications</i>	Complete
<b>Federal Certs</b>	
DBE Approval	Complete
Buy America Rolling Stock (checkbox too)	Complete
Buy America Percentage	86.8
Buy America Final Assembly Location	Neodesha, Kansas
Purchasers	Complete
FMVSS	Complete
Bus Testing	Complete
Lobbying	Complete
Debarment and Suspension	Complete
<b>Federal Clauses</b>	
Procurement of Steel, Iron, or Manf. Products	Complete
Procurement of Rolling Stock	Complete
Bus Testing	Complete
Buy America	Complete
Lobbying	Complete
Debarment and Suspension	Complete
<b>Altoona Testing</b>	
Test Documents	Complete
<b>Warrenty</b>	
Included?	Yes
	8/28/2020
Signature	Date