
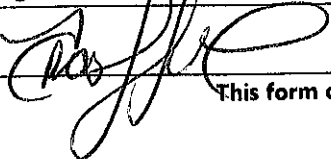


HSV Minibus #510366 Checklist

Vehicle Type: Line 2 - Rear Load Van/Wagon	Vendor: A&J
Type: Chrysler Voyager L - Braunability	Price: \$39,970
Bid Cover Page	Completed
Addendum 1	Completed
Addendum 2	Completed
Addendum 3	Completed
Appendix F - Price Sheet	Completed
Appendix G - Drawing	Completed
Appendix B/DOA 3832	
<i>Bidder Opportunity List</i>	Completed
<i>Bidder Required Form (Info and Contacts)</i>	Completed
<i>References</i>	Completed
<i>Confidential</i>	Completed
<i>Bidder Agreement (Cooperative Purchasing)</i>	Completed
<i>Bidder Status</i>	n/a
<i>State Bidder Certifications</i>	Completed
Federal Certs	
DBE Approval	Completed
Buy America Rolling Stock (checkbox too)	Completed
Buy America Percentage	70.79%
Buy America Final Assembly Location	Winamac, Indiana, USA
Purchasers	Completed
FMVSS	Completed
Bus Testing	Completed (not sure if required)
Lobbying	Completed
Debarment and Suspension	Completed
Federal Clauses	
Procurement of Steel, Iron, or Manf. Products	Completed
Procurement of Rolling Stock	Completed
Bus Testing	Completed (not sure if required)
Buy America	Completed
Lobbying	Completed
Debarment and Suspension	Completed
Altoona Testing	
Test Documents	n/a (4 Year 100,000 Mile vehicle, "unmodified")
Warrenty	
Included?	Completed
	8/31/2020
Signature	Date

BIDS MUST BE SEALED & ADDRESSED TO: https://esupplier.wi.gov/		<input type="checkbox"/> Remove from bidder list for this commodity/service. (Return this page only.)		
REQUEST FOR BID THIS IS NOT AN ORDER		Bid documents must be plainly marked with due date and Request for Bid #510366		
BIDDER Name and Address ↓		BIDS MUST BE IN ESUPPLIER NO LATER THAN: 8/12/2020, 2:00 P.M. CST		
A & J VANS INC. 333 W WASHINGTON ST. VALDERS, WI 54245		Name	A & J VANS, INC.	
		Phone	920-775-9333	
		Date	08/10/2020	
		Quote Price and Delivery FOB	** BID WITH EXCEPTION - SEE ATTACHED EXCEPTION FORM**	
Item No.	Quantity	Description	Price Per Unit	Total
LINE 2		REAR LOAD VAN / WAGON	\$39,970. ⁰⁰	\$
			\$	\$
			\$	\$
Payment Terms		Delivery Time (Days)	150	
<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"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown				
In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury. We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.				
Name of Authorized Company Representative		Title	Phone	
TRAVIS PFILE		COMMERCIAL MANAGER	920-775-9333	
Signature of Above		Date	Email:	
		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

Firm Name A & J VANS, INC	City VALDERS	State WISCONSIN		
Phone 920-775-9333	Email TRAVISP@AJMOBILITY.COM		DBE Status ACTIVE	
Age of Firm 45 YEARS	Type of Work	MODIFIER OF VEHICLES FOR PERSONS WITH DISABILITIES		
Annual Gross Receipts				
< \$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"/>	

SUB CONTRACTOR (copy page if additional sub-contractors)

Firm Name THE BRAUN CORP.	City WINAMAC,	State INDIANA		
Phone 888-365-9417	Email questions@braunability.com.		DBE Status ACTIVE	
Age of Firm 47 YEARS	Type of Work	MODIFIER OF VEHICLES FOR PERSONS WITH DISABILITIES		
Annual Gross Receipts				
< \$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"/>	



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
-----------------------	--	---

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

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 & 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 & 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 & 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 & 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, 6th 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, 6th 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, 6th 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

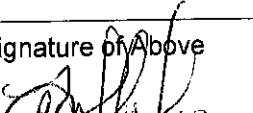
We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition, that no attempt has been made to induce any other person or firm to submit or not to submit a bid, that this bid has 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.

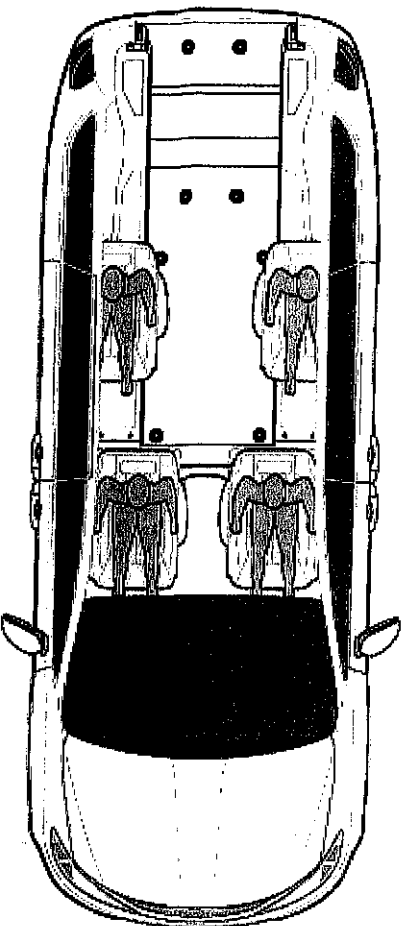
We will comply with all terms, conditions and specifications required by the state in this Request for Bid/Proposal and all terms of our bid.

Section 8: Bidder Signature

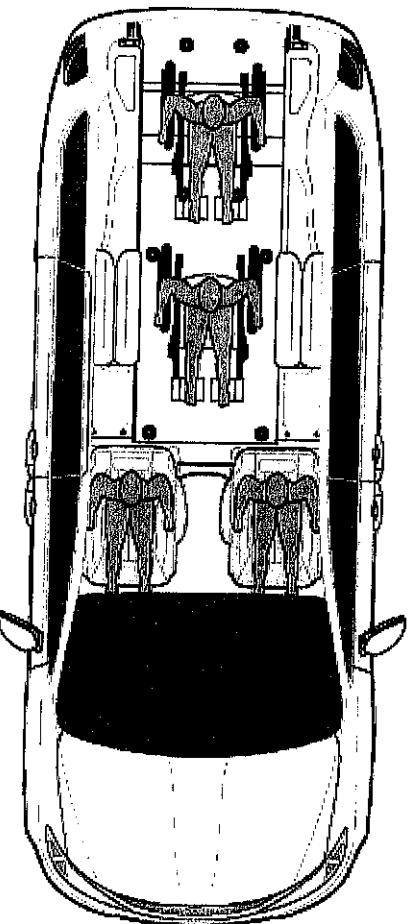
Name of Authorized Company Representative: TRAVIS PFILE	Title: COMMERCIAL MANAGER	Phone: 920-775-9333	Fax: 920-775-4104
Signature of Above 	Date: 8/10/2020	Email: TRAVISP@AJMOBILITY.COM	

APPENDIX G

Please include a technical drawing of your proposed vehicle. Be sure to include seat, wheelchair, and lift positions as well as the overall vehicle length, width, and wheelbase.




Seating Positions



Possible Wheelchair
Seating Positions

DBE Approval Certification

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.

The Braun Corporation	
Manufacturer's Name	
Scott Alexander	Comptroller/Trade Sales/Senior Manager
Individual's Name	Title
	August 7, 2020
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

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS	
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:	
The Brain Corporation Company's Name	
Scott Alexander Individual's Name	Comptroller Inside Sales Senior Manager Title
<i>Scott Alexander</i> Authorized Signature	August 7, 2020 Date

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

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

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

Company's Name

Individual's Name

Title

Authorized Signature

Date

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

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

The manufacturer's information must also include the proposed final assembly location, a list of activities that will take place during final assembly, the proposed total cost of final assembly.

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

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

PURCHASER'S REQUIREMENTS

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.

The Braun Corporation

Company's Name

Scott Alexander

Individual's Name

Scott Alexander

Authorized Signature

Senior Vehicle Product Sales Manager

Title

August 7, 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:

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

The Braun Corporation

Company's Name

Scott Alexander

Individual's Name

Scott Alexander

Authorized Signature

Senior Vehicle Product Sales Manager

Title

AUGUST 7, 2020

Date

PRE-AWARD CERTIFICATION OF FMVSS INAPPLICABILITY

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

Company's Name

Individual's Name

Title

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.

***** Please note that the vehicle proposed is a new model and will be tested, and the results will be submitted to the Agency prior to acceptance of the first bus.***

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. ****See special note regarding availability of Bus Testing results above.**

The Braun Corporation
Company's Name

Scott Alexander
Individual's Name

Corporate Vehicle Sales and Service Manager
Title

Scott Alexander
Authorized Signature

August 7, 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.

The Braun Corporation

Company's Name

Scott Alexander

Individual's Name

Commercial Vehicle Inside Sales Center Manager

Title

Scott Alexander

Authorized Signature

August 7, 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.

The Braun Corporation

Company's Name

Scott Alexander

Individual's Name

General Manager, Sales Senior Manager

Title

Authorized Signature

August 7, 2010

Date

International Corporate Headquarters:

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

www.braunlift.com

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



ADA CERTIFICATION

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

Signed:  Scott Alexander

Title: Commercial Vehicle Inside Sales Senior Manager

Date: August 7, 2020



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

Ken Morgel
Braun Corporation 631 W. 11th Street
Winamac, IN 46996

Headquarters

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

November 5, 2019

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

Dear Mr. Morgel:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Braun Corporation'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 email at FTATVMSubmissions@dot.gov.

Sincerely,

John Day
Program Manager
Office of Civil Rights

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

www.braunlift.com

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



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

Purchaser: Wisconsin DOT

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

Signed:  Scott Alexander

Title: Commercial Vehicle Inside Sales Senior Manager

Date: August 7, 2020



TIRE AND LOADING INFORMATION

SEATING CAPACITY TOTAL 6 FRONT 2 REAR 4

The combined weight of occupants and cargo should never exceed 1459 Kg or 1012 Lbs.

TIRE	SIZE	COLD TIRE PRESSURE	SEE OWNER'S
FRONT	225/65R17	248kPa, 36PSI	MANUAL FOR
REAR	225/65R17	248kPa, 36PSI	ADDITIONAL
SPARE	225/65R17	248kPa, 36PSI	INFORMATION

2C7WDGCG9GR144326
 2C7WDGCG9GR144326
 2C7WDGCG9GR144326
 2C7WDGCG9GR144326

THE BRAUN CORPORATION

631 W. 11th Street, Winamac, Indiana 46986

This Vehicle was altered by THE BRAUN CORPORATION in 11/2015 and as altered it conforms to all applicable Federal Motor Vehicle Safety Bumper and Theft Prevention Standards affected by the alteration and in effect in 11/2015

Vehicle Type: MPV

Vin #: 2C7WDGCG9GR144326

Available Payload Capacity: 1012 LBS (Without Passengers & Wheelchairs)

MANUFACTURED BY:
THE BRAUN CORPORATION ENTERVAN.COM®
DATE OF MANUFACTURE 11 MO. 15 YR.

INCOMPLETE VEHICLE MANUFACTURED BY:
CHRYSLER CORPORATION
DATE INC. VEH. MFD. 11 MO. 15 YR.

GVWR (2744 KG) 6050 LBS.
GAWR FRONT (1338 KG) 2950 LBS.
WITH 225/65R17 TIRES
17X6.5 RIMS, @ 36 PSI COLD
(248 kPa cold)

GAWR REAR (1406 KG) 3100 LBS.
WITH 225/65R17 TIRES
17X6.5 RIMS, @ 36 PSI COLD
(248 kPa cold)

"THIS VEHICLE HAS BEEN COMPLETED IN ACCORDANCE WITH THE PRIOR MANUFACTURERS' IVD, WHERE APPLICABLE. THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS, [AND BUMPER AND THEFT PREVENTION STANDARDS, IF APPLICABLE] IN EFFECT IN (11 / 15)," (MONTH / YEAR)

VEHICLE IDENTIFICATION NO:
2C7WDGCG9GR144326

VEHICLE TYPE: MPV

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



FTA Bus Test Certification

NEW BUS MODEL TO BE TESTED

In accordance with 49 CFR Part 665, "Bus Testing Program," the Proposer certifies that the bus model being proposed for this Contract is a new bus model or a bus model with a major change in configuration or components (as described in Subpart A of the interim rule). Contractor, at its own expense, will arrange for the required testing at the FTA Bus Testing Facility at Altoona, Pennsylvania prior to IDOA/INDOT acceptance of the first vehicle in a manner that the Time for Performance outlined in the Contract Specifications will not be impacted. Contractor will provide a copy of the Test Report prepared for this bus model prior to acceptance.

Firm: The Braun Corporation

Agent: Scott Alexander

A handwritten signature in cursive script that reads 'Scott Alexander'.

Title: Commercial Vehicle Inside Sales Senior Manager

Date: 8/7/2020

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

August 7, 2020
<i>Scott Alexander</i>
The Braun Corporation
Commercial Vehicle Inside Sales Senior Manager

Signature

Company Name

Title

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

August 7, 2020
<i>Scott Alexander</i>
The Braun Corporation
Commercial Vehicle Inside Sales Senior 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

August 7, 2020

Signature

Scott Alexander

Company Name

The Braun Corporation

Title

Commercial Vehicle Inside Sales Senior Manager

**This vehicle is a new model and will be tested, and the results will be submitted to the Agency prior to acceptance of the first bus.

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	August 7, 2020
Signature	<i>Josh Alexander</i>
Company Name	The Braun Corporation
Title	Commercial Vehicle Inside Sales Senior 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)(E) 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,

[REDACTED]

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.


Scott Alexander, Comm Vehicle Sales
August 7, 2020

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

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

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

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 18.61 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:

- (e) 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 12889

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: August 7, 2020

Signature: 

Company Name: The Braun Corporation

Title: Commercial Vehicle Inside Sales Senior 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, end/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.



CHRYSLER

2020

WARRANTY INFORMATION - GAS

All Vehicles

IMPORTANT

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The warranty text begins on page 4 of this booklet.*

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1. Your Legal Rights Under These Limited Warranties

The warranties contained in this booklet are the only express warranties that FCA US LLC ("FCA US") makes for your vehicle. These warranties give you specific legal rights. You may also have other rights that vary from state to state. For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by the express written warranties contained in this booklet.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and FCA US LLC completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

1.1. Incidental And Consequential Damages Not Covered

Your warranties do not cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward.

Examples of such damages include:

- Lost time
- Inconvenience
- The loss of the use of your vehicle
- The cost of rental vehicles, gasoline, telephone, travel, or lodging
- The loss of personal or commercial property
- The loss of revenue

Some states do not allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

2. What Is Covered Under FCA US LLC's Warranties

2.1. Basic Limited Warranty

A. Who Is Covered

You are covered by the Basic Limited Warranty if you are a purchaser for use of the vehicle.

B. What Is Covered

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any item on your vehicle when it left the manufacturing plant that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exception are tires and headlamps. You pay nothing for these repairs. These warranty repairs or adjustments — including all parts and labor connected with them — will be made by an authorized dealer at no charge, using new or remanufactured parts.

C. Items Covered By Other Warranties

The following are covered by separate warranties offered by their makers. They are not covered by the Basic Limited Warranty:

- Tires
- Headlamps
- Items added or changed after your vehicle left the manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion

Be sure you get a copy of any warranty that applies to these items from the manufacturer of the product.

D. Towing Costs Are Covered Under Certain Circumstances

Roadside Assistance covers the cost of towing your vehicle to the nearest Chrysler, Dodge, Jeep®, or Ram dealer if your vehicle becomes disabled as a result of a mechanical breakdown. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. See "section 6.2" for information on how to get towing service in the United States and Canada.

E. When It Begins

The Basic Limited Warranty begins on either of the following dates, whichever is earlier:

- The date you take delivery of the vehicle.
- The date when the vehicle was first put into use — for example, as a dealer "demo" or as a FCA US LLC company vehicle.

F. When It Ends

The Basic Limited Warranty lasts for 36 months from the date it begins or for 36,000 miles on the odometer, whichever occurs first. But the following items are covered only for 12 months or for 12,000 miles on the odometer, whichever occurs first:

- Buses (motors, pads, linings, and drums)
- Bulbs
- Clutch Discs or Modular Clutch Assembly (if equipped)
- Wheel Alignment and Wheel Balancing
- Windshield and Rear Window
- Wiper Blades

G. Registration And Operation Requirements

The Basic Limited Warranty covers your vehicle only if:

- The vehicle was built for sale in the US.
- The vehicle is registered in the US.
- The vehicle is driven mainly in the US or Canada.
- The vehicle is operated and maintained in the manner described in your Owner's Manual.

H. If Your Vehicle Leaves The United States, Including United States Possessions And Territories As Part Of The United States For Warranty Purposes

EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, THERE IS NO WARRANTY COVERAGE FOR THIS VEHICLE IF IT IS SOLD OR REGISTERED OUTSIDE OF THE UNITED STATES.

This policy does not apply to vehicles that have received authorization for export from FCA US LLC. Dealers may not give authorization for export. You should consult an authorized dealer to determine this vehicle's warranty coverage if you have any questions.

This policy does not apply to vehicles registered to US government officials or military personnel on assignment outside of the United States.

2.2. Corrosion Warranty

A. Who Is Covered

You are covered if you are a purchaser for use of the vehicle.

B. What Is Covered

This warranty covers the cost of all parts and labor needed to repair or replace any sheet metal panels that get holes from rust or other corrosion. If a hole occurs because of something other than corrosion, this warranty does not apply. Cosmetic or surface corrosion — resulting, for example, from stone chips or scratches in the paint — is not covered. For more details on what is not covered by this warranty, refer to "section 3.5".

C. How Long It Lasts

The Corrosion Warranty starts when your Basic Limited Warranty begins under "section 2.1.E".

This warranty has two time-and-mileage limits:

- For sheet metal panels, the limit is 36 months, with no mileage limit.
- For an outer-body sheet metal panel — one that is finish-painted and that someone can see when walking around the vehicle — the limits are five years or unlimited miles on the odometer.

D. What Is Not Covered

Please note that while the standard Corrosion Limited Warranty applies to defects in material and/or workmanship, it does not cover the vehicle's matte finish appearance (if equipped).

Maintaining the matte finish appearance is solely the responsibility of the vehicle owner as described in your Owner's Information.

2.3. Restraint System Limited Warranty, Vehicles Sold And Registered In The State Of Kansas Only

For vehicles sold and registered in the State of Kansas, seat belts and related seat belt components are warranted against defects in workmanship and materials for 10 years, regardless of mileage. This warranty does not cover replacement of seat belts and related components required as the result of collision.

2.4. Powertrain Limited Warranty

A. Who Is Covered

You are covered by the Powertrain Limited Warranty if you are a purchaser for use of the vehicle.

B. What Is Covered

The Powertrain Limited Warranty covers the cost of all parts and labor needed to repair a powertrain component listed in "section 2.4.F" below that is defective in workmanship and materials.

C. How Long It Lasts

The Powertrain Limited Warranty lasts for up to five years or 60,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in "section 2.1.F".

D. Towing Costs Are Covered

Roadside Assistance covers the cost of towing your vehicle to the nearest authorized Chrysler, Dodge, Jeep or Ram dealer if your vehicle cannot be driven because a covered part has failed.

If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. Refer to "section 6.2" for information on how to get towing service in the United States and Canada.

E. Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US LLC:

NOTE:

MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED UNDER THE POWERTRAIN LIMITED WARRANTY

Gasoline Engine:

Cylinder block and all internal parts; cylinder head assemblies; timing case, timing chain, timing belt, gears and sprockets; vibration damper; oil pump; water pump and housings; intake and exhaust manifolds; flywheel with starter ring gear; core plugs; valve covers; oil pan; turbocharger housing and internal parts; turbocharger wastegate actuator; supercharger; serpentine belt tensioner; seals and gaskets for listed components only.

Transmission:

Transmission case and all internal parts; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; transmission control module; bell housing; oil pan; seals and gaskets for listed components only.

Front Wheel Drive (FWD):

Transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; oil pan; transaxle speed sensors; transaxle solenoid assembly; PRNDL position switch; transaxle electronic controller; torque converter; seals and gaskets for listed components only.

All Wheel Drive (AWD):

Power transfer unit and all internal parts; viscous coupler, axle housing and all internal parts; constant velocity joints and boots; driveshaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim; seals and gaskets for listed components only.

Rear Wheel Drive (RWD):

Rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; seals and gaskets for listed components only.

Four Wheel Drive (4WD):

Transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies (front and rear); drive shaft center bearings; universal joints and yokes; disconnect housing assembly; seals and gaskets for the listed components only.

F. Other Provisions Of This Powertrain Limited Warranty

All other terms of the New Vehicle Limited Warranty including "section 1" (Your Legal Rights Under These Limited Warranties) and "section 3" (What Is Not Covered) apply to this Powertrain Limited Warranty.

3. What Is Not Covered

3.1. Modifications Not Covered

A. Some Modifications Do Not Void The Warranties But Are Not Covered

Certain changes that you might make to your vehicle do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are:

- Installing non-FCA US LLC parts, components, or equipment (such as a non-FCA US LLC radio or speed control).
- Using special non-FCA US LLC materials or additives.
- Modifying the front bumper, vehicle body structure, or adding aftermarket side steps or running boards.
- Replacing windshields on vehicles equipped with Advanced Driver Assist Systems with non-FCA US LLC genuine parts.
- Using aftermarket collision parts.
- Attaching or installing any aftermarket accessories, including transparent material (e.g. glass tinting) or aftermarket grilles.

Your warranties do not cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor do they cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-FCA US LLC parts, components, equipment, materials, or additives.

NOTE:

Non-FCA US LLC parts can also impact downstream or other related safety systems.

Performance or racing parts are considered to be non-FCA US LLC parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- Installing accessories — except for genuine FCA US LLC/MOPAR® accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer.
- Applying rumproofing or other protection products.
- Changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle.
- Using any refrigerant that FCA US LLC has not approved.

B. Modifications That Will Void Your Warranties

These actions will void your warranties:

- Disconnecting, tampering with, or altering the odometer will void your warranties, unless your repairing technician follows the legal requirements for repairing or replacing odometers.
- Attaching any device that disconnects the odometer will also void your warranties.

3.2. Environmental Factors Not Covered

Your warranties do not cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor do your warranties cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranties do not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

3.3. Maintenance Costs Not Covered

Your warranties do not cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranties do not cover the costs of your vehicle's normal or scheduled maintenance—the parts and services that all vehicles routinely need. Some of these parts and services, which your warranties do not cover, include:

- Lubrication
- Engine tune-ups
- Replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair)
- Cleaning and polishing
- Replacing worn wiper blades, worn brake pads and linings, or clutch linings

3.4. Racing Not Covered

Your warranties do not cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects that are found as the result of participating in a racing event.

3.5. Certain Kinds Of Corrosion Not Covered

Your warranties do not cover the following:

- Corrosion caused by accident, damage, abuse, or vehicle alteration.
- Surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones.
- Corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids and fertilizers.
- Corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by FCA US LLC.

3.6. Other Exclusions

Your warranties do not cover the costs of repairing damage or conditions caused by any of the following:

- Fire or accident
- Abuse or negligence
- Misuse — for example, driving over curbs or overloading
- Tampering with the emission systems, or with a part that could affect the emission systems
- Use of used parts, even if they were originally supplied by FCA US LLC however, authorized FCA US LLC/Mopar remanufactured parts are covered
- Windshield or rear window damage from external objects
- Any changes made to your vehicle that do not comply with FCA US LLC
- Using any fluid that does not meet the minimum recommendations in your Owner's Manual

3.7. Total Loss, Salvage, Junk, Or Scrap Vehicles Not Covered

- A vehicle has no warranty coverage of any kind if:
- The vehicle is declared to be a total loss by an insurance company.
 - The vehicle is rebuilt after being declared a total loss by an insurance company.
 - The vehicle is issued a certificate of title indicating that it is designated as "salvage", "junk", "rebuild", "scrap," or some similar word.
- FCA US LLC will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

3.8. Restricted Warranty

FCA US LLC may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by FCA US LLC before covered repairs are performed.

4. Other Terms Of Your Warranties

4.1. Exchanged Parts May Be Used In Warranty Repairs

In the interest of customer satisfaction, FCA US LLC may offer exchange service on some vehicle parts. This service is intended to reduce the amount of time your vehicle is not available for your use because of repairs. Parts used in exchange service may be new, remanufactured, reconditioned, or repaired, depending on the part involved.

All exchange parts that might be used meet FCA US LLC standards, and have the same warranties as new parts.

Examples of the kinds of parts that might be serviced in this way are:

- Engine Assemblies
- Transmission Assemblies
- Instrument Cluster Assemblies
- Radios, CD and DVD Players
- Speedometers
- Powertrain Control Module (PCM)

To help control suspected ozone-depleting agents, the Environmental Protection Agency (EPA) requires the capture, purification, and reuse of automotive air conditioning refrigerant gases. As a result, a repair to the sealed portion of your air conditioning system may involve the installation of purified reclaimed refrigerant.

4.2. Pre-Delivery Service

A defect in or damage to the mechanical, electrical, sheet metal, paint, trim, and other components of your vehicle may have occurred at the factory or while it was being shipped to an authorized dealer.

Such a defect or damage is usually detected and corrected at the factory. In addition, dealers must inspect each vehicle before delivery. They repair any defects or damage detected before the vehicle is delivered to you.

4.3. Production Changes

Changes may be made in vehicles sold by FCA US LLC and their authorized dealers at any time without incurring any obligation to make the same or similar changes on vehicles previously built or sold.

5. Emission Warranties Required By Law

5.1. Federal Emission Warranty

A. Parts Covered For Two Years Or 24,000 Miles

Federal law requires FCA US LLC to warrant the following emissions parts for two years or 24,000 miles, whichever occurs first. FCA US LLC covers all of these parts under the Basic Limited Warranty for three years or 36,000 miles, whichever occurs first:

- Fuel Cap and Tank Assembly, Pump, and Fuel Lines
- Ignition System
- Intake Manifold
- On-Board Diagnostic-System Components
- Oxygen Sensors
- Positive Crankcase-Ventilation (PCV) Valve or Orifice
- Secondary Ignition Wires
- Spark Plugs
- Throttle Body
- Transmission Control Module (TCM)
- Vacuum Hoses, Clamps, and Fittings (as well as tubing used for these components)
- Vacuum, Temperature, Altitude, Speed, Time-Sensitive Valves, Sensors, and Switches (used in these components and systems)
- Air System Controls
- Electronic Fuel Injection System (including injectors)
- Evaporative-Emission Canister and Controls
- Exhaust Manifold
- Exhaust Gas Recirculation (EGR) Valve and Control System
- Exhaust Pipes (between exhaust manifold and catalyst)

B. Parts Covered For Eight Years Or 80,000 Miles

If your vehicle has one of the following parts, this Federal Emission Warranty covers that part for a period of eight years or 80,000 miles, whichever occurs first, calculated from the start of the Basic Limited Warranty as set forth in "section 2.1 E". The covered parts are:

- Catalytic Converter
- Powertrain Control Module (PCM)

5.2. Emission Performance Warranty

The Emission Performance Warranty supplements the federal warranty under "section 5.1". It lasts for two years or 24,000 miles on the odometer, whichever occurs first. If your vehicle has one of the following parts: catalytic converter or Powertrain Control Module (PCM), the Federal Emission Warranty covers that part for a period of eight years or 80,000 miles, whichever occurs first. These limits are counted from the time when your Basic Limited Warranty begins under

"section 2.1 E". The Emission Performance Warranty covers the cost of repairing or adjusting any components or parts that might be needed for your vehicle to pass Federal Emission Standards for a federally approved state or local emissions test, but only if:

- Your vehicle has failed a federally approved state or local emissions test.
- Your vehicle has been maintained and operated properly up until it fails such a test.
- You face a real penalty — for example, a fine or the loss of the use of your vehicle — because the vehicle has failed the test.

Refer to "section 6.4" (Getting Service Under The Federal Emission Performance Warranties), for further information on how to get service under this warranty.

6. How To Get Warranty Service

6.1. Where To Take Your Vehicle

A. In The United States, We Include US Possessions And Territories As Part Of The United States For Warranty Purposes

Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your selling dealer. They know your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

B. In Canada And Mexico

If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your FCA US LLC warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

C. In A Foreign Country Outside Of North America

If you are traveling temporarily outside of North America, and your vehicle remains registered in the United States:

- You should take your vehicle to an authorized Chrysler, Dodge, Jeep or Ram dealer. They should give you the same warranty service you receive in the United States.
- If the authorized dealership charges you for repairs which you feel should be covered under your warranty, please get a detailed receipt for the work done. Make sure that this receipt lists all warranty repairs and parts that were involved. This receipt will be similar to the one used by the authorized dealer who normally services your vehicle.
- When your vehicle returns to the United States, contact the FCA US LLC Customer Assistance Center "section 7.2" for reimbursement consideration. You will normally need to provide a copy of the receipt, your vehicle registration and any other relevant documents.
- Reimbursement will not be considered if the vehicle does not return to the United States.

D. If You Move

If you move to another country, be sure to contact the FCA US LLC Customer Assistance Center "section 7.2" and the customs department of the destination country before you move. Vehicle importation rules vary considerably from country to country. You may be required to present documentation of your move to FCA US LLC in order to continue your warranty coverage. You may also be required to obtain documentation from FCA US LLC in order to register your vehicle in your new country.

E. Notice

If your vehicle is registered outside of the United States, and you have not followed the procedure set out above, your vehicle will no longer be eligible for warranty coverage of any kind. Vehicles registered to United States government officials or military personnel on assignment outside of the US will continue to be covered.

6.2. How To Get Roadside Assistance Service - US Or Canada Only *

A. Who Is Covered

You are covered by the Roadside Assistance services if you are a purchaser for use of the vehicle. The Roadside Assistance services lasts for five years or 60,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in "section 2.1 E".¹

B. What To Do

If your vehicle requires jump start assistance, out of gas/fuel delivery, tire service, lockout service or towing as a result of a mechanical breakdown, call 800-521-2779 for assistance.

Provide your name, Vehicle Identification Number (VIN), license plate number, and your location, including the telephone number from which you are calling. Briefly describe the nature of the problem and answer a few simple questions.

¹ * Towing services provided through Cross County Motor Club, Inc., Marlford, MA 02152, except in AK, CA, HI, OR, WI, and WY, where services are provided by Cross Country Motor Club of California, Inc., Redwood, MA 02155.

You will be given the name of the service provider and an estimated time of arrival. If you feel you are in an "unsafe situation", please let us know. With your consent, we will contact local police or safety authorities.

C. Covered Services:

Flat Tire Service

If you are inconvenienced by a flat tire, we will dispatch a service provider to use your vehicle's temporary spare tire (if equipped) as recommended in your Owner's Manual. This is not a permanent flat tire repair.

Out of Gas/Fuel Delivery

Drivers cannot always count on a gas station being nearby, especially when traveling away from home. We will dispatch a service provider to deliver a small amount of fuel (maximum two gallons) to get you to a nearby station.

Battery Jump Assistance

No time is a good time for a depleted battery, but with Roadside Assistance, you do not have to worry about being stranded. We will dispatch a service provider to provide you with a battery jump any time, day or night.

Lockout Service

Whether the keys are locked in your vehicle or frozen locks are keeping you from getting on your way, Roadside Assistance can assist you. This service is limited to providing access to the vehicle's seating area. It does not cover the cost of replacement keys.

Towing Service

Our towing service gives you peace of mind and confidence. If your vehicle becomes disabled as a result of a mechanical breakdown, Roadside Assistance will dispatch towing service to transport your vehicle to the closest authorized Chrysler, Dodge, Jeep or Ram dealer. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles.

D. If Unable To Contact Roadside Assistance:

If you are unable to contact Roadside Assistance and you obtain towing services on your own, you may submit your original receipts from the licensed towing or service facility, for services rendered within 30 days of the occurrence. Be sure to include your Vehicle Identification Number (VIN), odometer mileage at the time of service and current mailing address. We will process the claim based on vehicle and service eligibility. If eligible, we will reimburse you for the reasonable amounts you actually paid, based on the usual and customary charges for that service in the area where they were provided. FCA US LLC's determination relating to reimbursement are final. Correspondence should be mailed to:

FCA US LLC Roadside Assistance
 P.O. Box 9145
 9145 Medford, MA 02155
 Attention: Claims Department

6.3. Emergency Warranty Repairs

If you have an emergency and have to get a warranty repair made by someone other than an authorized Chrysler, Dodge, Jeep or Ram dealer, follow the reimbursement procedure in "section 6.1.C".

6.4. Getting Service Under The Federal Emission Performance Warranties**A. What To Do**

If your vehicle has failed an emissions test described in "section 5.2":

- Take it to an authorized Chrysler, Dodge, Jeep or Ram dealer as soon as possible.
- Give the service representative the printout showing that your vehicle failed the test.
- If possible, bring all service receipts, maintenance logs, and records proving that your vehicle has been properly maintained, since you may be required to show them.

B. Further Steps You Can Take, And How To Get More Information

If you think your authorized dealer has wrongly denied you emission warranty coverage, follow the steps described in "section 7.1". FCA US LLC will reply to you in writing within 30 days after receiving your complaint (or within the time limit required by local or state law). If the owner is not notified within 30 days that an emission warranty claim is denied, the manufacturer must repair the vehicle free of charge.

If you want more information about getting service under the Federal Emission Warranty or the Performance Warranty, or if you want to report what you think is a violation of these warranties, you can contact:

Manager, Certification and Compliance
Division Warranty Claims
Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 6403J
Washington, D. C. 20460

7. How To Deal With Warranty Problems

7.1. Steps To Take

A. In General

Normally, warranty problems can be resolved by your authorized dealer's sales or service departments. That is why you should always talk to your authorized dealer's service manager or sales manager first. But if you are not satisfied with your dealer's response to your problem, FCA US LLC recommends that you do the following:

Step 1:

Discuss your problem with the owner or general manager of the authorized dealership.

Step 2:

If your authorized dealer still cannot resolve the problem, contact the FCA US LLC Customer Assistance Center. You can find the address in "section 7.2."

B. What FCA US LLC Will Do

Once you have followed the two steps described in "section 7.1.A", a FCA US LLC representative at FCA US LLC headquarters will review your situation. If it is something that FCA US LLC can help you with, FCA US LLC will provide an authorized dealer with all the information and assistance necessary to resolve the problem. Even if FCA US LLC cannot help you, FCA US LLC will acknowledge your contact and explain FCA US LLC's position.

C. If Your Problem Still Is Not Resolved For Customers Residing In Arkansas, Idaho, Kentucky, Minnesota And Montana ONLY

If you cannot resolve your warranty problem after following the two steps described in "section 7.1.A", and you live in Arkansas, Idaho, Kentucky, Minnesota or Montana ONLY, you can contact the FCA US LLC Customer Arbitration Process (CAP) in your area.

You may obtain a brochure describing FCA US LLC's CAP, including an application, by calling 800-247-9753 for assistance.

This service is strictly voluntary, and you may submit your dispute directly to the CAP at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

National Center for Dispute Settlement
FCA US LLC's Customer Arbitration
P.O. Box 515315
Dallas, TX 75251-5315

The CAP reviews only vehicle disputes involving FCA US LLC ("FCA US") Limited Warranty or a FCA US LLC/Mopar Part Limited Warranty. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury/property damage claims, disputes relating to design of the vehicle or part, or disputes which are already the subject of litigation.

The CAP will need the following information from you:

1. Legible copies of all documents and repair orders relevant to your case.
2. Vehicle Identification Number (VIN) of your vehicle.
3. A brief description of your unresolved concern.
4. The identity of your servicing/selling dealer.
5. The date(s) of repair(s) and mileage at the time.
6. Current mileage on the vehicle.
7. A description of the action you expect to resolve your concern.

Upon receipt of your request:

- The National Center for Dispute Settlement (NCDS) will acknowledge receipt of your request, by mail, within 10 days, and advise you whether or not your dispute is within the jurisdiction of the process.
- When your request is within jurisdiction, NCDS will request FCA US LLC and the dealer to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending, NCDS or FCA US LLC may contact you to see if your case can be settled by agreement. If a settlement is offered to you, FCA US LLC will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.
- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a dealership near you.
- If you request a documents-only review, a NCDS panel will review and decide your case. Neither you, the dealer nor FCA US LLC need be present.
- NCDS will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the dealer or FCA US LLC and the time by which the action must be taken. The decision will be binding on the dealer and FCA US LLC but not on you unless you accept the decision.

- If any action is required on the part of the dealer or FCA US LLC you will be contacted within 10 days after the date by which the dealer or FCA US LLC must act to determine whether performance has been rendered.

- The entire dispute settlement process will normally take no longer than 40 days.

- The CAP dispute settlement procedure does not take the place of any state or Federal legal remedies available to you. Whether or not you decide to submit your dispute to the process, you are free to pursue other legal remedies.

D. Notices Under State Lemon Laws

Some states have laws allowing you to get a replacement vehicle or a refund of the vehicle's purchase price under certain circumstances. These laws vary from state to state. If your state law allows, FCA US LLC requires that you first notify us in writing of any service difficulty that you may have experienced so that we can have a chance to make any needed repairs before you are eligible for remedies provided by these laws. In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to the FCA US LLC Customer Assistance Center at the address in "section 7.2".

7.2. Helpful Addresses And Telephone Numbers

Here are the addresses and telephone numbers of the FCA US LLC Customer Assistance Centers that can help you whenever you happen to be. Contact the one that covers your area:

• **In the United States:**

FCA US LLC Customer Assistance Center

P. O. Box 21-8004

Auburn Hills, Michigan 48321-8004

Phone: 800-423-6343

To contact FCA US LLC by email simply access the following website:

www.chrysler.com

(click on the "Contact Us" button)

• **In Canada:**

FCA Canada Inc.

Customer Service

P. O. Box 1621

Windsor, Ontario N9A-4H6

Phone Number (English): 800-465-2001
Phone Number (French): 800-387-9983

• **In Mexico:**

Customer Relations Office

Prolongación Paseo de la Reforma 1240

Santa Fe, Cuajimalpa CP 05348

Ciudad de México

Phone Number (in Mexico):

800-505-1300

Phone Number (outside Mexico):

+ (52) 55 50817568

• **In Puerto Rico and US Virgin Islands:**

Customer Service

FCA Caribbean LLC

Box 191857

San Juan, Puerto Rico 00919-1857

Phone: 800-423-6343

Fax: (787) 782-3345

8. Optional Service Contract

Mopar Vehicle Protection plans offer valuable protection against repair costs when these warranties no longer apply. They complement but do not replace the warranty coverages outlined in this booklet. A variety of plans are available, covering various time-and-mileage periods and various groups of the vehicle's mechanical components.

Mopar Vehicle Protection plans are the ONLY vehicle extended protection plans authorized, endorsed and backed by FCA US LLC to provide additional protection beyond your vehicle's warranty. Look for our brand logo and ask an authorized dealer for details.



9. Maintenance

9.1. General Information

It is your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and FCA US LLC concerning your maintenance of your vehicle, FCA US LLC will require you to provide proof that your vehicle was properly maintained.

For your convenience, FCA US LLC has prepared a Maintenance Schedule with routine service intervals which is included in your Owner's Manual. Its essential to follow these required maintenance intervals for safe trouble-free operation.

9.2. Where To Go For Maintenance

FCA US LLC recommends that you return to the authorized dealer from whom you bought your vehicle for all maintenance service both during and after the warranty periods. Although you can get warranty service from any authorized dealer who sells your particular make, returning to your selling authorized dealer will help ensure that all your service needs are met and that you are completely satisfied. The dealership technicians are specifically trained to proficiently perform maintenance and repair procedures on your vehicle.

Authorized Chrysler, Dodge, Jeep or Ram dealers will help ensure that all your service needs are met and that you are completely satisfied. FCA US LLC strongly recommends you use genuine FCA US LLC/Mopar parts to maintain your vehicle.



CHRYSLER

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First Edition VI
Warranty Information GAS



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Printed in the USA



2020 Chrysler Voyager L



Chrysler of Forest City





Prepared For:

Prepared By:
Administrator
Chrysler of Forest City
1445 Hwy 69 S
Forest City, Iowa, 50436

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2020 Chrysler Voyager

Passenger Van L (RUCE53)

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VEHICLE OVERVIEW

2020 Chrysler Voyager

Passenger Van L (RUCE53)

Powertrain

3.6L V-6 DOHC SMPI 24 valve engine with VVT variable valve control, cylinder deactivation * 180 amp alternator * 650 amp battery with run down protection, auxiliary battery * Engine oil cooler, transmission oil cooler * 9-speed electronic automatic transmission with overdrive, lock-up * Front-wheel drive * ABS & driveline traction control * 3.25 axle ratio * Stainless steel exhaust

Steering and Suspension

Electric power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * Electronic stability * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear trailing arm suspension * Rear coil springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.00" steel wheels with full wheel covers * P235/65HR17.0 BSW AS front and rear tires

Safety

4-wheel anti-lock braking system * Daytime running lights, center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st, 2nd and 3rd row overhead airbag, airbag occupancy sensor, driver and passenger knee airbag * Front and rear height adjustable seatbelts with front pre-tensioners * Sentry Key immobilizer, panic alarm

Comfort and Convenience

Air conditioning, air filter, underseat ducts, headliner/pillar ducts * AM/FM stereo, clock, seek-scan, Uconnect external memory control, 6 speakers, Siri Eyes Free voice activation, speed sensitive volume, Bluetooth streaming audio, active noise cancellation, integrated roof antenna * 2 1st row LCD monitors * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, child safety rear door locks, tailgate/rear door lock included with power door locks * 2 12V DC power outlets, driver foot rest, retained accessory power, Bluetooth wireless phone connectivity * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temp gauge, compass, exterior temp, systems monitor, redundant digital speedometer, camera(s) - rear camera, trip computer, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, door ajar, rear cargo ajar, service interval, brake fluid, turn signal on, tire specific low tire pressure, transmission fluid temp * Steering wheel with tilt and telescopic adjustment * Power front and rear windows with deep tint, driver 1-touch down, fixed rearmost windows * Variable intermittent front windshield wipers, fixed interval rear wiper, rear window defroster * Dual illuminated vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights, illuminated entry * Partial floor console with storage, locking glove box, front and rear

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VEHICLE OVERVIEW Continued

Comfort and Convenience (Continued)

cupholders, instrument panel bin, driver and passenger door bins, rear door bins * Carpeted cargo floor, plastic trunk lid/rear cargo door, carpet mat, cargo tie downs, cargo concealed storage, tire mobility kit

Seating and Interior

Seating capacity of 7 * Bucket front seats with adjustable head restraints with tilt, driver and passenger armrests * 6-way adjustable driver seat * 4-way adjustable passenger seat * Full folding bench 2nd row seat with fold forward seatback, reclining 2 adjustable rear head restraints, armrest mounted outboard only * 3rd row seat 60-40 folding split-bench fold into floor with reclining fold into floor, 3 fixed 3rd row head restraints * Cloth faced front seats with cloth back material * Cloth faced rear seats with carpet back material * Cloth faced 3rd row seats with carpet back material * Full cloth headliner, full carpet floor covering, colored instrument panel insert, metal-look gear shifter material, colored door panel insert, piano black console insert, piano black/metal-look interior accents

Exterior Features

Rear lip spoiler, side impact beams, front license plate bracket, galvanized steel/aluminum body material * Chrome side window moldings * Black door handles * Black grille * 4 doors with sliding rear driver's side door, sliding rear passenger's side door liftgate rear cargo door * Driver and passenger power remote body-colored heated folding outside mirrors * Front and rear body-colored bumpers * Aero-composite halogen auto off headlamps with multiple headlamps, delay-off feature * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	287 hp @ 6,400 rpm	Torque	262 lb.-ft. @ 4,000 rpm
Drag coefficient	0.30	1st gear ratio	4.710
2nd gear ratio	2.840	3rd gear ratio	1.910
4th gear ratio	1.380	5th gear ratio	1.000
6th gear ratio	0.810	7th gear ratio	0.700
8th gear ratio	0.580	9th gear ratio	0.480
Reverse gear ratio	3.810	City/hwy	19 mpg/28 mpg
Curb weight	4,330 lbs.	GVWR	6,055 lbs.
Towing capacity	3,600 lbs.	Front legroom	41.1 "
Rear legroom	39.0 "	Third legroom	36.5 "
Front headroom	40.1 "	Rear headroom	39.6 "
Third headroom	38.7 "	Front hiproom	59.0 "
Rear hiproom	64.8 "	Third hiproom	49.5 "
Front shoulder room	63.8 "	Rear shoulder room	63.0 "
Third shoulder room	61.2 "	Passenger area volume	165.0 cu.ft.
Length	203.8 "	Body width	79.6 "

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VEHICLE OVERVIEW Continued

Dimensions and Capacities (Continued)

Body height	69.9 "	Wheelbase	121.6 "
Front track	68.3 "	Rear track	68.3 "
Turning radius	19.8 '	Fuel tank	19.0 gal.
Interior cargo volume	32.3 cu.ft.	Interior cargo volume seats folded	87.5 cu.ft.
Interior maximum cargo volume	140.5 cu.ft.		

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Prepared For:

Prepared By:
 Administrator
 Chrysler of Forest City
 1445 Hwy 69 S
 Forest City, Iowa, 50436

SELECTED EQUIPMENT

2020 Chrysler Voyager

Passenger Van L (RUCE53)

MSRP

RUCE53	Base Vehicle Price (RUCE53)	STD	26,985.00
Emissions			
NAS	50 State Emissions	OPT	N/C
Packages			
27B	Quick Order Package 27B	OPT	N/C
Powertrain			
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	N/C
DFH	Transmission: 9-Speed 948TE Automatic	STD	N/C
STDAX	3.25 Axle Ratio	STD	N/C
Z1A	GVWR: 6,055 lbs	STD	N/C
Wheels & Tires			
TMK	Tires: 235/65R17 BSW AS	STD	N/C
WFU	Wheels: 17" x 7.5" Steel	STD	N/C
Seats & Seat Trim			
H7	Cloth Bucket Seats	STD	N/C
CEQ	Black Seats	OPT	N/C
Other Options			
APA	Monotone Paint Application	STD	N/C
SDA	Normal Duty Suspension	STD	N/C

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SELECTED EQUIPMENT Continued

			MSRP
UAG	Radio: Uconnect 4 w/7" Display	STD	N/C
	Interior Colors For : Primary w/L		
XP	Alloy/Black	OPT	N/C
	Primary Colors For : Primary w/L		
PW7	Bright White Clearcoat	OPT	N/C
Vehicle Subtotal			\$26,985.00
Destination			\$1,495.00
Vehicle Subtotal (including Destination)			\$28,480.00

The information contained in this package is provided to assist in assessing our vehicles and is for your information only. Prices and content information shown are subject to change and should be treated as estimates only. Information on the comparison vehicle is derived from available public sources and may not be completely current or accurate. No representations, warranties or guarantees are given in the information. Neither Chrysler nor the dealer will be liable for any reliance on the contents hereof. Please see salesperson for the most current information and other details. Actual pricing may vary. Reference DX05103297 3/3/2020



Prepared For:

Prepared By:
Administrator
Chrysler of Forest City
1445 Hwy 69 S
Forest City, Iowa, 50436

DIMENSIONS & CAPACITIES 2020 Chrysler Voyager

Passenger Van L (RUCE53)

Output	287 hp @ 6,400 rpm
Torque	262 lb.-ft. @ 4,000 rpm
Drag coefficient	0.30
1st gear ratio	4.710
2nd gear ratio	2.840
3rd gear ratio	1.910
4th gear ratio	1.380
5th gear ratio	1.000
6th gear ratio	0.810
7th gear ratio	0.700
8th gear ratio	0.580
9th gear ratio	0.480
Reverse gear ratio	3.810
City/hwy	19 mpg/28 mpg
Curb weight	4,330 lbs.
GVWR	6,055 lbs.
Towing capacity	3,600 lbs.
Front legroom	41.1 "
Rear legroom	39.0 "
Third legroom	36.5 "
Front headroom	40.1 "
Rear headroom	39.6 "
Third headroom	38.7 "
Front hiproom	59.0 "
Rear hiproom	64.8 "
Third hiproom	49.5 "
Front shoulder room	63.8 "
Rear shoulder room	63.0 "
Third shoulder room	61.2 "
Passenger area volume	165.0 cu.ft.
Length	203.8 "
Body width	79.6 "
Body height	69.9 "
Wheelbase	121.6 "

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2020 Chrysler Voyager Passenger Van L (RUCE53)

Engine: 3.6L V6 24V VWT UPG I w/ESS
Transmission: 9-Speed 948TE Automatic

Exterior (0 P) Bright White Clearcoat
Interior (0 I) Alloy/Black



Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 3.6L V-6 DOHC w/SMP I 287hp
- 9 speed automatic trans w/OD
- 4-wheel ABS
- Brake assistance
- Traction control
- P235/65R17 BSW H-rated tires
- Battery with run down protection
- Electronic stability
- Air conditioning
- AM/FM stereo
- Daytime running lights
- Rear child safety locks
- Dual power remote heated mirrors
- Variable intermittent wipers
- Full wheel covers
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- Sentry Key immobilizer
- Rear window defogger
- Tachometer
- Trip computer
- Underseat ducts
- Reclining front bucket seats
- Full folding 2nd row bench seat
- 60-40 folding 3rd row split-bench seats

STANDARD VEHICLE PRICE

\$26,985.00

OPTIONAL EQUIPMENT

- 50 State Emissions N/C
- Quick Order Package 27B N/C
- Engine: 3.6L V6 24V VWT UPG I w/ESS STD
- Transmission: 9-Speed 948TE STD
- Automatic STD
- 3.25 Axle Ratio STD
- GVWR: 6,055 lbs STD
- Tires: 235/65R17 BSW AS STD
- Wheels: 17" x 7.5" Steel STD
- Cloth Bucket Seats STD
- Black Seats STD
- Normal Duty Suspension N/C
- Radio: Uconnect 4 w/7" Display STD
- Interior : Alloy/Black STD
- Primary : Bright White Clearcoat N/C



CITY MPG
19

HIGHWAY MPG
28

SUBTOTAL
Destination

\$26,985.00
\$1,495.00

TOTAL

\$28,480.00

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

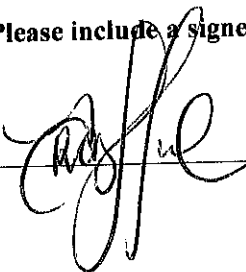
DATE 7/24/2020

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

8/10/2020
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 24TH, 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 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.

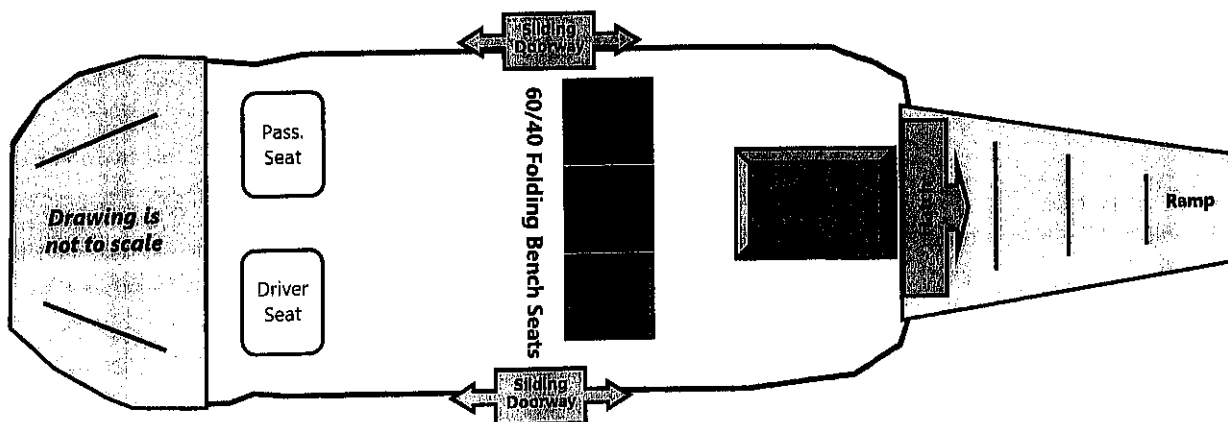
The Dodge Caravan minivan has been discontinued so WisDOT is unable to re-bid for this vehicle type. The (#510366) solicitation seeks an alternate replacement for the minivan, whether it be a van, wagon, or other type of vehicle. Since Federal Transit Administration (FTA) funds are used by sub-recipients 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.

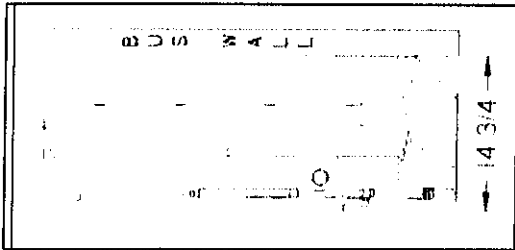
Please accept a diamond plate running board for the honeycomb bus. – Approved. Running board must be coated or protected to combat rust and corrosion.

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 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.

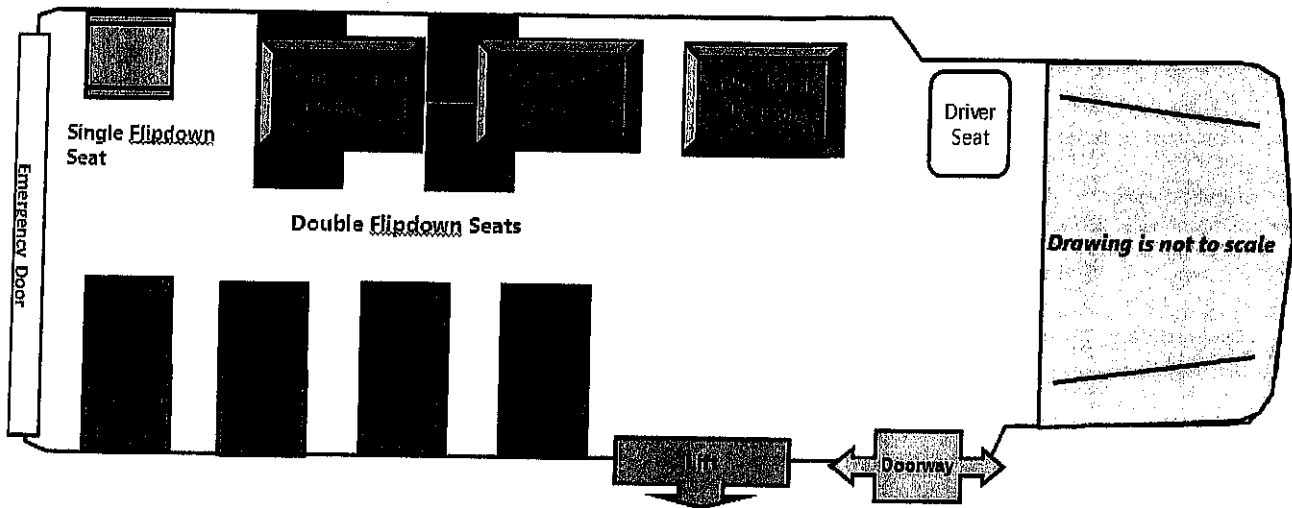
(6) Door panels shall enclose the complete opening in the body made necessary by the installation of a side ramp or power lift.

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 7th 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.

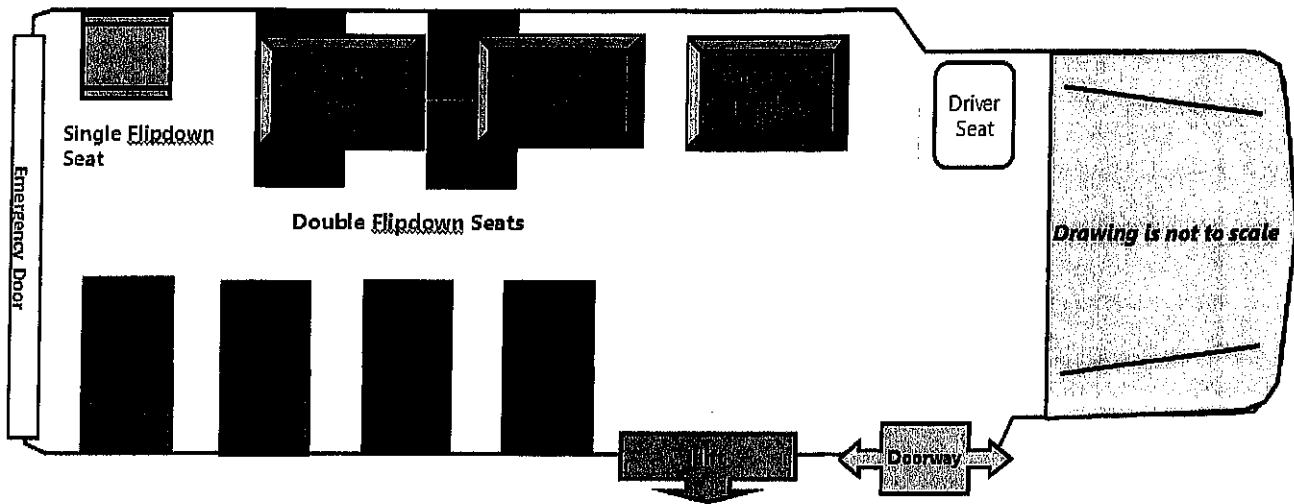
Trans 301.28(2)(2) An HSV with a GVWR of 10,000 pounds or less is not required to have rub rails.

- 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.

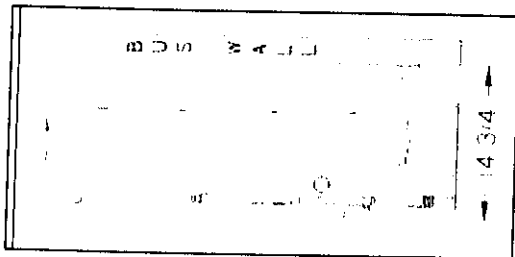
11.6 - Passenger Seat Fold up/Down – Vehicle should have six sets of double foldaway seats and one single foldaway seat in the rear, on the driverside. The elimination of the 7th set of double foldaway seats is to ensure that vehicle does not require a CDL.

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 22ND 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 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.**
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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.**

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QUESTIONS AND ANSWERS FOR SOLICITATION NUMBER 510366
2020 HUMAN SERVICE VEHICLES – MEDIUM BUSES AND REAR LOAD WAGON/VAN
ROUND ONE – JULY 22ND 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.
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LINE 9 – MEDIUM BUS (10/2 SEATING),

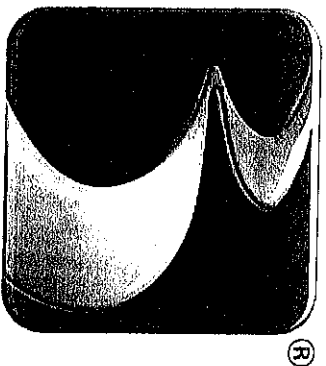
LINE 10 – MEDIUM BUS HONEYCOMB (10/2 SEATING)

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.

Limited Warranty



BraunAbility®

Braun Private Use - Lowered Floor Wheelchair Accessible Vehicle

IMPORTANT

This booklet contains BraunAbility® limited warranties. It should be kept in your vehicle and presented to your Dealer if any warranty service is needed.

WARRANTY AND REGISTRATION INSTRUCTIONS

Examine your lowered floor minivan conversion for any damage. Should any damage have occurred during delivery, notify the carrier at once with any claims.

Review the service agreement, delivery checklist and warranty registration form with your sales representative. The form must be signed by the consumer and retailer. A hard copy is available upon request.

The warranty registration form must be processed electronically by the sales representative to activate the warranty. This Warranty Booklet contains detailed terms and provisions applicable to this vehicle.

Record the last eight digits of the vehicle identification number (VIN) in the space provided for future reference. This information must be provided when filing a warranty claim or ordering parts.

Vehicle Identification Number (VIN) _____

Year	Make	Model	Color

LIMITED WARRANTY

WARRANTY COVERAGE AND WARRANTY COVERAGE TIME PERIODS

The BraunAbility® ("Braun") warranty covers Braun's modifications and alterations for associated parts for three (3) years or the first thirty six thousand (36,000) miles, whichever occurs first. In addition, the corrosion protection portion of this warranty applies to covered parts (see below) for 5 years and unlimited miles. The 3 year/36,000 mile limited warranty covers substantial defects in materials and workmanship attributable to Braun of the conversion van frame, floor structural components, ramp, door and associated structural components, electrical components, including but not limited to switches, wires, connectors and the controller and interior appearance items such as floor covering and the lower door extension assemblies. The corrosion warranty covers substantial defects in materials and workmanship attributable to Braun of the metal fabrication on or of the frame, floor and lower door extensions. These warranty periods begin on the date that the product is delivered to the first retail purchaser by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service.

This limited warranty applies to the first consumer purchaser, and the next subsequent owner, only. This limited warranty may be transferred once during the warranty period. However, the subsequent owner must submit a warranty transfer form to Braun to make the warranty transfer effective. All rights and limitations within this warranty are applicable to the original and subsequent owner of the product. The subsequent owner's warranty coverage period is the remaining balance of the warranty coverage period that the prior owner was entitled to under this limited warranty. Warranty transfer forms can be obtained from any independent, authorized dealer, which must be submitted to Braun within thirty (30) days from the subsequent owner's purchase, and proof of the purchase date must be supplied with the form.

LIMITED WARRANTY

WHAT BRAUN WILL DO TO CORRECT PROBLEMS

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the warranty coverage periods, it will be repaired or replaced, at Braun's option, without charge to the owner, in accordance with the terms, conditions and limitations of this limited warranty.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITED WARRANTY

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY OF FITNESS, IS COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF press or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun disclaims any express or implied warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE DETERMINATION THAT THIS LIMITED WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY ITS ESSENTIAL PURPOSE. THIS WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

LIMITED WARRANTY

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above;
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect;
3. Promptly schedule an appointment with and take the product to an authorized service center for service; and
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; Customer Experience Group 1-800-488-0359.

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

LIMITED WARRANTY

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; any product used for rental or other commercial purposes (Note: It shall be concluded that the product has been used for commercial and/or business purposes if the product owner or user files a tax form claiming any business or commercial tax benefit related to the product, or if the product is purchased in a business name); normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to mis-operation, misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts;

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit to a dealer. These items are usually detected and corrected at the factory or by the selling dealer prior to delivery to the retail customer. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

LIMITED WARRANTY

EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: any rental or other commercial use or purchase of the product (as defined in this warranty), misuse, neglect, collision, accidents, failure to provide routine maintenance (as defined in this warranty), unauthorized alteration, off road use, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend any warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period, this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

LIMITED WARRANTY

WARRANTY REGISTRATION and MISCELLANEOUS

Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.



May 2014

34910 Rev C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100197661
The McClone Agency, Inc.
1807 Erle Ave
Sheboygan, WI 53081

CONTACT NAME: **Kimberly Aschenbach**

PHONE (A/C, No, Ext): **(800) 236-1034 6505**

FAX (A/C, No): **(920) 725-3233**

E-MAIL ADDRESS: **kimberly.aschenbach@mcclone.com**

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **Auto-Owners Insurance**

18988

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
**A & J Vans, Inc., Kupsh Green Bay, Richfield, Valders 307,
Valders 333, Eau Claire Property LLC,
Accessible Vehicle Rentals LLC
333 Washington Street
Valders, WI 54245-9201**

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	61145186	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	9670485902	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	4253388401	2/1/2020	2/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	61038388	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Wisconsin Department of Transportation (WisDOT) including its directors, officers, employees and agents are Additional Insured with respect to General Liability on a Primary and Non Contributory Basis when required by written contract; and Additional Insured with respect to Auto Liability on a Primary & Non Contributory Basis when required by written contract; and Additional Insured on a Primary & Non-Contributory Basis with respect to Umbrella Liability when required by written contract. A Waiver of Subrogation applies in favor Wisconsin Department of Transportation (WisDOT) its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-ventures, affiliated companies, contractors, subcontractors and their insurers with respect to General Liability, Auto Liability, and Umbrella Liability, and Workers Compensation / Employers Liability; all when required by written contract. Umbrella Liability is following form and extends over General Liability, Auto Liability, and Workers Compensation / Employers Liability. A 30 Day Notice of Cancellation applies in favor of Wisconsin Department of Transportation (WisDOT).

CERTIFICATE HOLDER

CANCELLATION

Wisconsin Department of Transportation
4822 Madison Yards Way, 8th Floor, South Tower
Madison, WI 53705

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Travis J Pfile
A & J Vans, Inc.
Valders, WI 54245
08/10/2020

WI DOT
Bid 510366
4822 Madison Yards Way
8th Floor South
Madison, WI 53705

Dear WI DOT:

Based on the number of questions and answers reviewed throughout the bid, we have provided a bid based on the multiple approved equals and changes to the bid spec.

In Bid Line 2, we bid with exception with a BraunAbility Chrysler Voyager. We have bid this option for a multitude of reasons.

First, in accordance with 49 CFR part 665, "Bus Testing Program," the Proposer certifies that the bus model being proposed for this Contract is a new bus model or a bus model with a major change in configuration or components (as described in Subpart A of the interim rule). Contractor, at its own expense, will arrange for the required testing at the FTA Bus Testing Facility at Altoona, Pennsylvania prior to WISDOT acceptance of the first vehicle in a manner that the Time for Performance outline in the Contract Specifications will not be impacted. Contractor will provide a copy of the Test Report prepared for this bus model prior to acceptance. Given this, a passing report will be provided before the delivery of the first vehicle if awarded.

According to the FTA, Altoona results are required prior to purchase, not award.

"Prior to purchase, recipients requesting federal funding must obtain a copy of the report for the specific bus model that is to be purchased using federal funds. This enables the recipient to manage risk during procurement by providing an unbiased means of comparing bus performance on standardized tests."

<https://www.transit.dot.gov/research-innovation/policies-and-guidance>

Second, physical bus testing operations had been suspended on March 23, 2020, to protect the staff and community from the spread of the novel coronavirus resumed on July 13, 2020. BraunAbility is already in process of the testing but has been delayed with the current Altoona status. Additional details are available at:

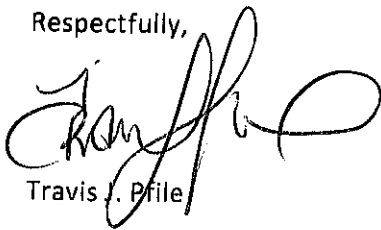
<https://www.altoonabustest.psu.edu/covid19-message.aspx>.

Finally, Altoona list the wheelchair minivan as an unmodified mass-produced van, which is defined by FTA as a van that is mass-produced, complete and fully assembled as provided by an OEM. This shall include vans with raised roofs, and/or wheelchair lifts, or ramps that are installed by the OEM, or by a party other than the OEM provided that the installation of these components is completed in strict conformance with the OEM modification guidelines.

<https://www.transit.dot.gov/research-innovation/interpretations-definitions>

Please take this information into consideration as BraunAbility has always Altoona Tested their vehicle and achieved passing results. Attached is a previous Altoona Test on their ADA Side Entry Minivan.

Respectfully,



Travis J. Pfile

Commercial Sales Manager

TVM / DBE Liaison

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

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



www.braunlift.com

Altoona Bus Test Certification

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

Test #PIT-BT-R0901

Signed:  Scott Alexander

Title: Commercial Vehicle Inside Sales Manager

Date: June 15, 2018

STURAA TEST
4 YEAR
100,000 MILE BUS
from
THE BRAUN CORPORATION
MODEL ENTERVAN

APRIL 2009

PTI-BT-R0901

PENNSTATE



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

201 Transportation Research Building (814) 865-1891
The Pennsylvania State University
University Park, PA 16802

Bus Testing and Research Center

2237 Old Route 220 N. (814) 695-3404
Duncansville, PA 16635

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EXECUTIVE SUMMARY

The Braun Corporation submitted a model Entervan; gasoline-powered 5 seat (including the driver) 16-foot converted Dodge Grand Caravan SE, for a 4 yr/100,000 mile STURAA test. The odometer reading at the time of delivery was 25.0 miles. Testing started on January 22, 2009 and was completed on April 3, 2009. 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 February 18, 2009 and was completed on March 6, 2009.

The interior of the bus is configured with seating for five passengers including the driver plus one wheelchair position. This converted Dodge Grand Caravan SE does not allow for free floor space; therefore the design does not allow for standing passengers. At 150 lbs per person, plus 600 lbs (wheelchair position) this load results in a measured gross vehicle weight of 5,920 lbs. The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 5,920 lbs. Due to no standing passengers, the middle seated load weight segment was performed at the same 5,920 lbs and the final segment was performed at a curb weight of 4,580 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. **The test vehicle encountered no failures during the Structural Durability Test; therefore, no data is available in that section.**

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 failures during the Structural Durability Test; therefore, no data is available in this section.**

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 15.36 seconds.

The Shakedown Test produced a maximum final loaded deflection of .080 inches with a permanent set ranging between -0.005 to 0.005 inches under a distributed static load of 2,475 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 submitted test vehicle 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 2.9 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 13.43 mpg, 14.36 mpg, and 23.54 mpg respectively; with an overall average of 15.64 mpg.

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

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 Honeycomb			1	ea.		\$0	\$0	\$0	\$0
011	Med. Bus Gas 12/2			1	ea.		\$0	\$0	\$0	\$0
012	Med. Bus Gas Honeycomb			1	ea.		\$0	\$0	\$0	\$0
002	Minivan Accessible Rear Load	A & J VANS, INC		150	ea.		\$39,970	\$40,769	\$41,585	\$42,416
		BRAUNABILITY ADA REAR ENTRY								\$43,265

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.

Pre Award Buy America Certification

Manufacturer: The Braun Corporation

Bid No. 510366

Description: Line - 2 Minivan rear-entry

Recipient: State of Wisconsin

Vin: Pre-Award (C20C27JXXXXBKBBXR7V7-MOD)

Final assembly activities completed at : The Braun Corporation

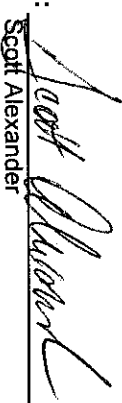
631 West 11th Street
Winamac, IN 46996

FINAL ASSEMBLY POINT

Component	Manufacturer	Country of Origin	Assembled in US Yes/No	% of Total Cost	FINAL ASSEMBLY POINT Yes/No
Chassis	Chrysler	U.S.	NO	47.04%	Windsor, Ontario, Canada
Pre-Final Assembly	Braun Corporation	U.S.	YES	2.76%	Winamac, IN
Substantially Transformed Part	Braun Corporation	U.S.	YES	5.56%	Winamac, IN
Fabricated Parts	MORryde International, Inc.	U.S.	YES	5.41%	Elkhart, IN
Fuel Tank	Emergence Metal Craft	U.S.	YES	2.18%	Romeo, MI
Securement Belts/Anchorage	QStraint USA	U.S.	YES	2.03%	Ft. Lauderdale, FL
Interior Panels	Medallion Plastics	U.S.	YES	1.36%	Mishawaka, IN
Seating	FBSA, LLC	U.S.	YES	1.25%	Rochester, IN
Misc. Stamped Parts	Quality Tool And Stamping, Inc.	U.S.	YES	1.15%	Muskegon Heights, MI
Brake Lines	Formfab LLC	U.S.	YES	0.77%	Rochester Hills, MI
Floor Covering	Standard Integrated Solutions, Inc	U.S.	YES	0.63%	Winamac, IN
Misc.	Proto Shapes, Inc.	U.S.	YES	0.26%	Coldwater, MI
Exterior plastic	Lippert Components Inc	U.S.	YES	0.22%	Elkhart, IN
Misc. Machined Parts	MJ Celco, Inc.	U.S.	YES	0.17%	Schiller Park, IL
Total Percentage of Vehicle Manufactured in U.S.				70.79%	

Cost of final assembly as related to cost of vehicle (percentage): 5.23%

Description of final assembly activities detailed on following attachment.

Signature: 
Scott Alexander

Title: Commercial Vehicle Inside Sales Senior Manager

Date: 8/7/2020

Description of final assembly activities:

- (a) Seat Re-Engineering & Modifications - Remanufactured to be easily adjusted for wheelchair access
- (b) Subsystem Re-Engineering & Modifications - Install new longer, reconfigured rear brake, fuel, heat, and air conditioning and fuel lines.
- (c) Fuel Tank System Re-Engineering & Modifications - The original fuel tank and charcoal canister will be rotated, relocated, and reinstalled to aft of the rear axle location. A new, reconfigured fuel pipe assembly is installed to meet the relocated and rotated fuel tank.
- (d) Fabrication/Installation of Lowered Floor Unit Body - Fabrication/Installation of a new low floor unit body.
- (e) Floor Re-Engineering & Modifications - Add a new aft rear axle fuel tank support structure, and a new lowered floor structure, and various body work to accommodate the new lowered floor structure.
- (f) Exhaust Re-Engineering & Modifications - Installing a new reconfigured exhaust pipe, hanger, brackets and muffler.
- (g) Engine/Transmission/Front Suspension Assembly Modifications -
Modifications are made to the engine/transmission/front suspension assembly, such as adding various types of spacing brackets, custom steering shaft extension, and two engine cradle safety bracket tube extensions. The engine/transmission/front suspension assembly is then reinstalled. In addition, a CARB compliant fuel system is installed, in addition to the exhaust system and heat shields.
- (h) Rear Axle & Suspension Re-Engineering & Modifications
- (i) Flooring & Walls - Installation of covering and plastic panels. Walls are covered with new interior panels and trims.
- (j) Rear Bumper Re-Engineering & Modifications
- (k) Wiring Re-Engineering & Modifications - Reconfiguration and modifications to accommodate the wheelchair ramp system, and other accessibility modifications.
- (l) Ramp - Installation of the manual wheelchair ramp.
- (m) Paint & Undercoat - Newly installed components are painted and the entire floor is undercoated.
- (n) Miscellaneous - Among other things, the vehicle is inspected, weighed and recertified by The Braun Corporation.
- (o) Road Test
- (p) Final Wash
- (q) Final Inspection
- (r) Final repairs

APPENDIX I – COST/PRICE ANALYSIS AND PRICE REASONABLENESS

Contract Number	510366	Item Description	Access. Minivan Rear Load – Line 2
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	Ewald	Alliance	Offeror D
One Year	Rear Acc. Minivan	\$39,970	\$44,415	40,503	n/a
ICE	Other (PPI)	Average Price from Bids	Percent Difference of ICE vs Proposed Price		
\$36,355	n/a	\$41,630	ICE is about 9.1 percent lower than Proposed.		

Reason for the selection:

The ICE is a bit lower than the proposed price as the Voyager is a new model of van and there was not many examples online to compare prices. The bid price is also somewhat similar to the average price of bids submitted. Overall, the price difference between the ICE and lowest responsible bidder is less than 10 percent (\$3,615). 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.

	9/1/2020
Signature	Date
Katherine Patterson	Transit Section Lead Worker
Print Name	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
Rear Transit Connect 4/1		
Name/Signature of Preparer	Total Estimated Price/Cost	Date of Estimate
Katie Patterson	\$36,355	6/10/2020

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 prices from online sales

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		
2019 Transit Connect XL	\$37,434		Commercial Truck Trader website.
2019 Transit Connect	\$36,987		CARS.com
2020 Transit Connect XL	\$36,000		NorCal Vans
2017 Transit Connect	\$35,000		Mobility Van Sales

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 I

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 (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, <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>
Name	Signature	Date

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. 333 W Washington St
 DUNS: 093421964 CAGE Code: 4AQU6 Valders, WI, 54245-9201,
 Status: Active UNITED STATES
 Expiration Date: 12/06/2019
 Purpose of Registration: All Awards

Entity Overview

- 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

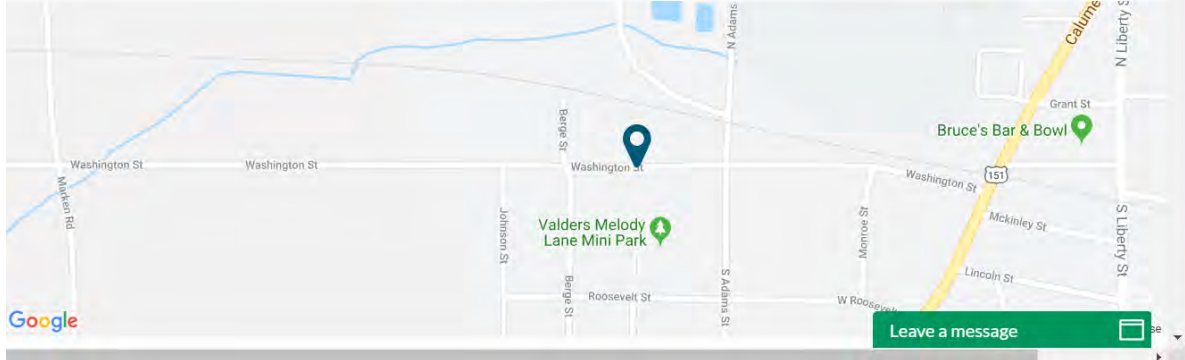
★★★★☆

Average of 2 Customer Reviews

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5:23 PM
8/1/2019



ROLLING STOCK VEHICLE PROCUREMENT

Pre-Award Audit Report

Minivan Accessible - Rear Load

Chrysler

Voyager L

Braun Corp

Vehicle Vendor - A&J Vans

Submitted by:

Katherine Patterson

9/1/2020

Name

Date

Lead Worker - Transit

Signature

Title

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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, **Braun Company**, has certified the Buy America documentation is reliable and accurate and the final vehicle assembly is in the United States.

Buy America Percentage **70.79 %**

Final Assembly Location **Winamac, Indiana, 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 **Agency Name** 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 **Braun Corp.**

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