

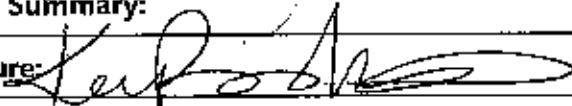
150144

COMPLIANCE CHECKLIST

Vendor: Transit Works
Vehicle Type: Ford Transit
Bid Price: \$45,700

Line Item # 3
Model: 350 med. roof XL Wagon
Delivery Days: 12 passenger 2019
Submitted: 6/27/2018 12:26:57

Area of Compliance

All Addendums Included with Bid Packet -	Vendor Agreement - ✓
Comments: addendum 1 + 2 included	Comments:
Bid Tab - ✓ Bid app. list.	Price Tab -
Comments:	Comments:
Vendor Information - ✓	Purchasers Requirement - ✓
Comments:	Comments:
DBE Certification - ✓	FMVSS - ✓
Comments:	Comments:
Buy America - ✓ Kansas City, MO	Bus Testing /Altoona-
Comments:	Comments:
uses - Lobbying ✓, Debarment ✓ Comments: missing pages from clause packet ^{see back of} ✓	Debarment & Suspension Check by WisDOT -
Comments:	Comments:
Diagrams/Brochure - ✓	Source
Comments:	Source
Reference List - ✓	
Comments:	
Name 1 National Motor (MN) ^{Mentor Network}	Yes or No
Name 2 Provide a Ride (OH)	Yes or No
Name 3 MidSouth Bus (TN) ^{The Bus center}	Yes or No
Name 4 AMR (FL)	Yes or No
Bid review / Recommendation for award -	
Overall Comments: warranties policy included,	
Review Summary:	
Signature: 	Date: 7/24/18

Missing pages

#34 - Bus Testing form.

#37 - part of debarment wording, but debar signature box is complete on page 38.

#40-41 - Fly America, Buy America intro.

#43 - Cargo, Energy Conservation, pt. of clean water.

#47-59 → Lobbying, Access to Records, Fed. Aes, Clean Air, Recycling, EO 12873, Contract Hours, Govt 3rd party Program Fraud, Termination.

#61-64 → Breaches and Disputes, DBE, Encorp. of FTA terms, ADA.

* they did supply their own made up certifications for ADA, FMVSS, Buy America, Altocna/Bus Testing, Lobbying, Debarment Title VI+VII, ↳ not sure required for Ford Transit
So point may be moot

Patterson, Katherine M - DOT

From: Monica Hart <Monica.Hart@Transit-Works.com>
Sent: Monday, July 16, 2018 11:16 AM
To: Patterson, Katherine M - DOT
Cc: Ken Richards; Brian Smith
Subject: FW: WisDOT HSV Solicitation #150164
Attachments: WISDOT HSV Solicitation 150164 MISSING PAGES.pdf

Importance: High

Good afternoon Ms. Patterson.

As requested in your email below to Ken Richards, I've attached the missing pages to the TransitWorks WISDOT HSV Solicitation. If you need additional documents, please let me know.

Thanks so much.

Monica Hart

Sales Operations and Project Coordinator/Assistant Disadvantage Enterprise Liaison Officer

TransitWorks

Cell: 330-903-1275

Office: 844-872-6799 Ext. 53026

Toll Free: 844-872-6799

E-mail: monica.hart@transit-works.com

www.Transit-Works.com



From: Ken Richards
Sent: Monday, July 16, 2018 11:09 AM
To: Monica Hart <Monica.Hart@Transit-Works.com>
Cc: Brian Smith <brian.smith@transit-works.com>
Subject: FW: WisDOT HSV Solicitation #150164

Please pull this bid and we need to get them missing paperwork

Ken Richards
Business Manager

TransitWorks

Office: 844-872-6799

Cell: 330-351-0092

Fax: 330-861-0281

E-mail: ken.richards@Transit-Works.com

www.Transit-Works.com



From: Patterson, Katherine M - DOT [<mailto:Katherine.Patterson@dot.wi.gov>]
Sent: Monday, July 16, 2018 11:06 AM
To: Ken Richards <ken.richards@transit-works.com>
Subject: WisDOT HSV Solicitation #150164

Good morning,

After initial review of Transit Works transit bariatric vehicle bid, WisDOT could not find the following documents:

- A complete list of Federal Clauses that was included in the original solicitation documents
 - Your bid is missing multiple pages between page 28 – 64 of the original solicitation document. Please include all missing pages (regardless of signature block or not) in order for your bid to be considered complete.

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

Katie

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

APPENDIX H - PRICE SHEET

Vendor Name:

Transit Works

Opening Date:

6/27/2018

Bid Number:

S10164

Time:

2:00PM CST

Line # Name

MFR Name

Model Name

Delivery Days

Qty.

Unit

Price Year 1

2

3

4

5

Price Year Price Year Price Year Price Year

Line #	Name	MFR Name	Model Name	Delivery Days	Qty.	Unit	Price Year 1	2	3	4	5
001	Side Load Accessible Minivan				1	ea.	\$0	\$0	\$0	\$0	\$0
002	Rear Load Accessible Minivan				1	ea.	\$0	\$0	\$0	\$0	\$0
003	Transit Cargo Van - Bariatric Vehicle	Ford	Transit 350 passenger van		1	ea.	\$45,700	\$46,157	\$46,619	\$47,085	\$47,556

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

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

APPENDIX A - VENDOR INFORMATION

State of Wisconsin
DOA-3478 (R12/96)Bid / Proposal # 510164

1. BIDDING / PROPOSING COMPANY NAME Transit Works
- FEIN 82-2681263
- Phone (330) 861-1118 Toll Free Phone (844) 872-6799
- FAX (330) 861-0281 E-Mail Address Ken.Richards@transit-works.com
- Address 1090 W. Wilbeth
- City AKRON State Ohio Zip + 4 44314
2. Name the person to contact for questions concerning this bid / proposal.
- Name Ken Richards Title Business Manager
- Phone (330) 861-1118 Toll Free Phone (844) 872-6799
- FAX (330) 861-0281 E-Mail Address Ken.Richards@transit-works.com
- Address 1090 W. Wilbeth
- City AKRON State Ohio Zip + 4 44314
3. Any vendor awarded over \$25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.
- Name Marie Lavender Title Human Resources
- Phone (330) 861-1118 Toll Free Phone (844) 872-6799
- FAX (330) 861-0281 E-Mail Address Marie.Lavender@transit-works.com
- Address 1090 W. Wilbeth
- City AKRON State Ohio Zip + 4 44314
4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.
- Name Ken Richards Title Business Manager
- Phone (330) 861-1118 Toll Free Phone (844) 872-6799
- FAX (330) 861-0281 E-Mail Address Ken.Richards@transit-works.com
- Address 1090 W. Wilbeth
- City AKRON State OH Zip + 4 44314
5. CEO / President Name MARK MINATEL

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

APPENDIX B – VENDOR REFERENCE

State of Wisconsin
DOA-3477 (R05/98)

Bid # 510104
Commodity / Service _____

FOR VENDOR:

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

Company Name NATIONAL Mentor
Address (include Zip + 4) 6600 FRANCE AVENUE South, Suite 500, EDINA, MN 55435-1505
Contact Person Lisa Ellis Phone No. 952-925-8027
Product(s) and/or Service(s) Used FULL SIZE TRANSIT

Company Name AMERICAN Medical Response (AMR)
Address (include Zip + 4) 4914 W Knox Street, TAMPA, FL 33634
Contact Person BRIAN HAFF Phone No. 813-781-1299
Product(s) and/or Service(s) Used TRANSIT UPFIT

Company Name PROVIDE A RIDE
Address (include Zip + 4) 4299 Clearwood Parkway, Cleveland, Ohio 44128
Contact Person Abun Groedel Phone No. 216-475-1001
Product(s) and/or Service(s) Used FULL SIZE UPFIT

Company Name MIDSOUTH BUS
Address (include Zip + 4) 3512 BILL SMITH DRIVE, Murfreesboro, TN 37129
Contact Person Cliff Walker Phone No. 615-890-6368
Product(s) and/or Service(s) Used TRANSIT UPFIT

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

APPENDIX C – VENDOR AGREEMENT

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



Division of State Agency Services
 State Bureau of Procurement

Vendor Agreement Wisconsin's Cooperative Purchasing Service

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

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

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

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

- Mandatory:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.
- Optional:** Bidders/Proposers may or may not agree to furnish the commodities or services of this bid / proposal to Wisconsin municipalities.

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

- I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.**
- I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.**

Name <u>Ken Richards</u>	Date <u>6/24/2017</u>	Signature <u>[Signature]</u>
Title <u>Business Manager</u>	Phone <u>330.30.0092</u>	Email <u>Ken.Richards@peasnd-globe.com</u>
Company Name <u>Transit Works</u>	Bid Number <u>1510164</u>	Commodity/Service <u>Wheel Chair VANS</u>
Address (City, State, Zip) <u>1090 W. Wilbuth Rd, Mt. Pleasant, WI 53124</u>		Any Special Conditions

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

APPENDIX D – BID OPPORTUNITY LIST

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

Vendors must complete and submit this form with all bids

PRIME CONTRACTOR

Firm Name: TRANSIT WORKS City: AKRON State: OHIO

Phone: 330-861-1118 Email: Ken.Richardse@TRANSITWORKS.COM DBE Status: Current

Age of Firm: 21 years Type of Work: TRANSIT UPFITTERS

Annual Gross Receipts

<input type="checkbox"/> < \$500,000	<input type="checkbox"/> \$500,000 - \$1,000,000	<input checked="" type="checkbox"/> \$1,000,001 - \$2,000,000	<input type="checkbox"/>
<input type="checkbox"/> \$2,000,001 - \$5,000,000	<input type="checkbox"/> > \$5,000,000		

SUB CONTRACTOR (copy page if additional sub-contractors)

Firm Name: _____ City: _____ State: _____

Phone: _____ Email: _____ DBE Status: _____

Age of Firm: _____ Type of Work: _____

Annual Gross Receipts

<input type="checkbox"/> < \$500,000	<input type="checkbox"/> \$500,000 - \$1,000,000	<input type="checkbox"/> \$1,000,001 - \$2,000,000	<input type="checkbox"/>
<input type="checkbox"/> \$2,000,001 - \$5,000,000	<input type="checkbox"/> > \$5,000,000		

APPENDIX E – VENDOR CHECKLIST FOR DELIVERY

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

Before Delivery

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

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

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

Post Delivery

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

KCN

APPENDIX F – PRE-AWARD FEDERAL CERTIFICATIONS

INSTRUCTIONS

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

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

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient seems appropriate, which may include, but is not limited to:

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

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

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

DBE Approval Certification

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

Transit Boks

Manufacturer's Name

Robert Richard

Individual's Name

Business Manager

Title

[Signature]

Authorized Signature

6/24/2018

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:

2018 Human Service Vehicle Solicitation - Minivans and Transit Vehicle

"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:

Transit Works

Company's Name

Ken Richards

Individual's Name

Buisson Manager

Title

Kath Park

Authorized Signature

6/26/2018

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. (65% FFY 2018 and 2019, 70% FFY 2020+) Final assembly (city and state): <i>Kenosha, WI</i>
<input type="checkbox"/>	The subcomponents, as cost, are of U.S. origin or manufacture, is manufactured within the U.S., but will be less than the Buy America percentages at the time of delivery. (65% FFY 2018 and 2019, 70% FFY 2020+) Final assembly (city and state): <i>Kenosha, WI</i>
<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 <input type="checkbox"/> %

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

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.

<i>TRANSIS Works</i>	
Company's Name	<i>Ken Richards</i>
Individual's Name	<i>Kurt Richards</i>
Authorized Signature	<i>Kurt Richards</i>
	<i>Business Manager</i>
	Title
	<i>6/26/2018</i>
	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: Ford Transit Van
(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.

Transit Works
Company's Name
Ken Richards Business Manager
Individual's Name Title
[Signature] 6/26/2010
Authorized Signature Date

PRE-AWARD CERTIFICATION OF FMVSS INAPPLICABILITY

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

Company's Name

Individual's Name Title

Authorized Signature Date

BUS TESTING

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

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

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

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

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

Transit Weeks

Company's Name

Ken Richards

Individual's Name

Business Manager

Title

[Handwritten Signature]

Authorized Signature

6/22/2018

Date

LOBBYING - 31 U.S.C. 1352, 49 C.F.R. Part 19 & 49 C.F.R. Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, New Restrictions on Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person

or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL Disclosure Form to Report Lobbying, in accordance with its instructions (as amended by Government-wide Guidance for New Restrictions on Lobbying 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subaward at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited

expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.)

CERTIFICATE OF COMPLIANCE WITH LOBBYING

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

Transit Works
Company's Name

Ken Richards Business Manager
Individual's Name Title

Kyle Duke 6/26/2018
Authorized Signature Date

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

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the state of Wisconsin may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the state of Wisconsin if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier, covered transaction, participant, persons, lower tier covered transaction, principal, proposal and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact the State of Wisconsin for assistance in obtaining a copy of those regulations
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the state of Wisconsin.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause title -Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.
- B. 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.

Transit Works

Company's Name

Ken Richmond

Individual's Name

Business Manager

Title

[Signature]

Authorized Signature

6/26/2018

Date

APPENDIX G - FEDERAL CLAUSES

FEDERAL CLAUSES

** updated 09/2017

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

FTA Master Agreement

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

FLY AMERICA REQUIREMENTS

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

Applicability to Contracts

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

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

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

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

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

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

BUY AMERICA REQUIREMENTS

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

Applicability to Contracts

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

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

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

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

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

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

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

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

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

Name Ken Richards
Signature Kent Rich
Title Business Manager
Date 6/26/2012
Company Name Transit Workers

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

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

Name _____
Signature _____
Title _____
Date _____
Company Name _____

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

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

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

Name Ken Richards

Signature [Signature]

Title Business Manager

Date 2/24/2008

Company Name Transit Works

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

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

Name _____

Signature _____

Title _____

Date _____

Company Name _____

CARGO PREFERENCE REQUIREMENTS

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

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

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

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

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

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

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

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

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

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

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

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

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

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

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

BUS TESTING

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

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

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

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

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

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

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

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

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

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

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

Name Ken Richards
 Signature Ken Richards
 Title Program Manager
 Date 6/26/2013
 Company Name Transit Works

PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certificate of Compliance

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

Name Ken Richard

Signature Ken Richard

Title Business Manager

Date 6/21/2018

Company Name Transit Works

Certificate of Non-Compliance

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

Name _____

Signature _____

Title _____

Date _____

Company
Name _____**LOBBYING**

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

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

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

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

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

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

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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

Name Ken Richards
 Signature [Handwritten Signature]
 Title Business Manager
 Date 6/26/2018
 Company Name TRANSIT WORKS

ACCESS TO RECORDS AND REPORTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<p>I State Grantees</p> <p>a. Contracts below SAT (\$100,000)</p> <p>b. Contracts above \$100,000/Capital Projects</p>	<p>None</p> <p>None unless¹ non-competitive award</p>	<p>Those imposed on state pass thru to Contractor</p>	<p>None</p> <p>Yes, if non-competitive award or if funded thru² 5307/5309/5311</p>	<p>None</p> <p>None unless non-competitive award</p>	<p>None</p> <p>None unless non-competitive award</p>	<p>None</p> <p>None unless non-competitive award</p>
<p>II Non State Grantees</p> <p>a. Contracts below SAT (\$100,000)</p> <p>b. Contracts above \$100,000/Capital Projects</p>	<p>Yes³</p> <p>Yes³</p>	<p>Those imposed on non-state Grantee pass thru to Contractor</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>	<p>Yes</p> <p>Yes</p>

Sources of Authority: 49 USC 5325 (a), 49 CFR 639.17, 18 CFR 18.36 (i)

FEDERAL CHANGES

49 CFR Part 18

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

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

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

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

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

CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

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

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

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

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

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

RECYCLED PRODUCTS

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

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

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

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

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

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

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

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

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

CLAUSE LANGUAGE

Contract Work Hours and Safety Standards

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

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

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

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

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts Applicable to all contracts

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

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

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

No Obligation by the Federal Government.

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

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

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

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

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

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

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

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

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

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

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

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

TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 CFR part 180

2 CFR part 1200

2 CFR § 200.213

2 CFR part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Background and Applicability

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

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

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

Name Ken Richards
 Signature [Handwritten Signature]
 Title Business Manager
 Date 6/26/2012
 Company Name Tactical Works

CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

The following requirements apply to the underlying contract:

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

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

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

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

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

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

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

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

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

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

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

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

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

Clause Language

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

Disadvantaged Business Enterprises

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

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

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

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

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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

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

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

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

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

ADA ACCESS

49 USC 531 (d)

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

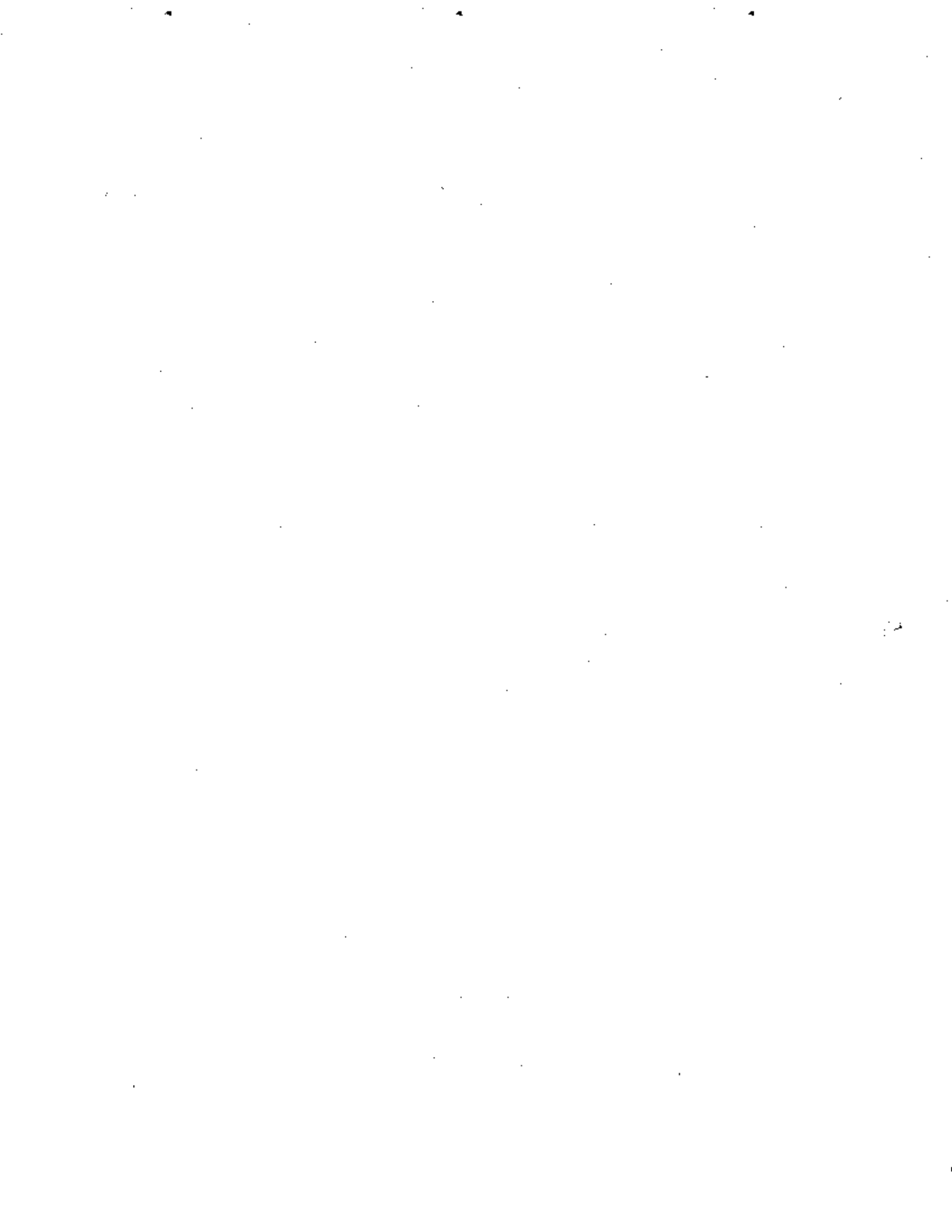
Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

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

Access Requirements for Persons with Disabilities

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



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

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

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # 510164

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

REQUEST FOR BID
THIS IS NOT AN ORDER

BIDDER (Name and Address) Bids MUST be in this office no later than:

Name *Transit Works 1090 W. W. North, AKRON, OH 44314*
 Phone *330-861-1117* Date *6-26-2018*
 Quote Price and Delivery FOB

Item No.	Quantity and Unit	Description	Price Per Unit	Total
<i>411</i>	<i>5</i>	<i>Transit / Buses</i>	<i>45,700</i>	<i>228,500</i>
<i>412</i>	<i>10</i>	<i>" "</i>	<i>45,700</i>	<i>457,000</i>
<i>413</i>	<i>10</i>	<i>" "</i>	<i>46,000</i>	<i>460,000</i>
<i>414</i>	<i>10</i>	<i>" "</i>	<i>46,300</i>	<i>463,000</i>
<i>415</i>	<i>10</i>	<i>" "</i>	<i>46,700</i>	<i>467,000</i>

Payment Terms *Net 30* Delivery Time *150 Days*

We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be directed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, WI.

Wis. Stats. s. 16.752
 other factors
 States, or if
 Yes

In signing this bid, I certify that I am not a bidder or otherwise interested in the bid, nor am I a partner, officer, director, competitor or potential bidder or competitor; that the above information is true and correct; and that I am not a person who has been debarred or otherwise restricted from bidding on state contracts by the state in this bid.

RECEIVED WISDOT PURCHASING
 18 JUN 27 PM 12:26:57

Name of Bidder
Ken
 Signature
Kott

Fax
330-861-0281

Transit Works, LLC
 disabilities upon request.



ALL OTHER PARTS OF THIS REQUEST FOR BID REMAIN UNCHANGED

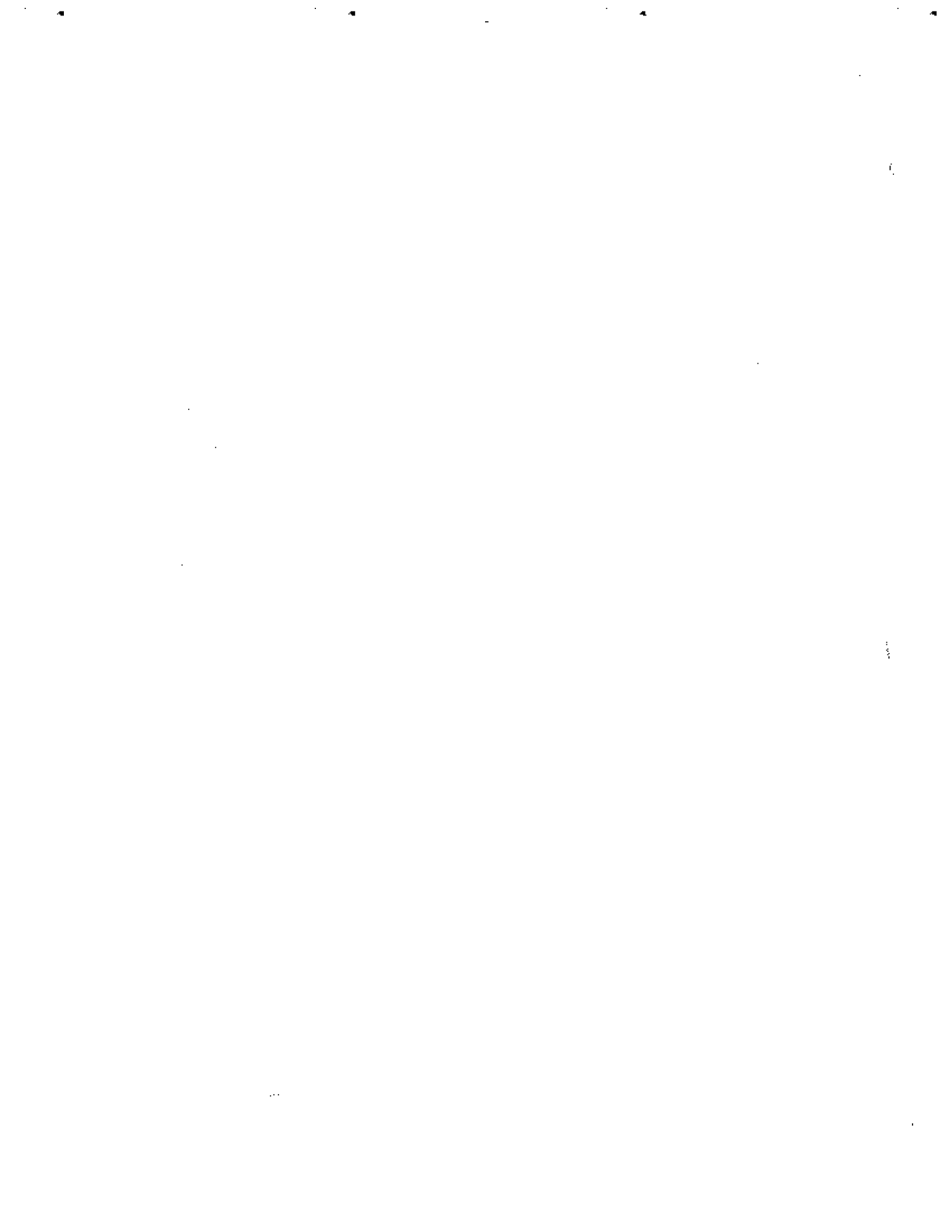
The addenda have been received and considered in preparation of this RFB. Complete the acknowledgment by signing and inserting the date of the addenda and submitting the signed Addendum #1 with Bid. This addendum must be submitted with the Bid to be considered responsive.

We acknowledge: Addendum #1.

Name	<u>Ken Richards</u>	Date	<u>6/20/2018</u>
Signature	<u>Ken Richards</u>	Title	<u>Buissness Manager</u>
Firm	<u>TRANSIT WORKS</u>	Telephone	<u>330-861-1118</u>
Address	<u>1090 W. Wilborth</u>	City	<u>Akron</u>
State	<u>OHIO</u>	Zip	<u>44314</u>
Email	<u>Ken.Richards@transit-works.com</u>	FEIN #	

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

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





WISCONSIN DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

ALL OTHER PARTS OF THIS REQUEST FOR BID REMAIN UNCHANGED

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

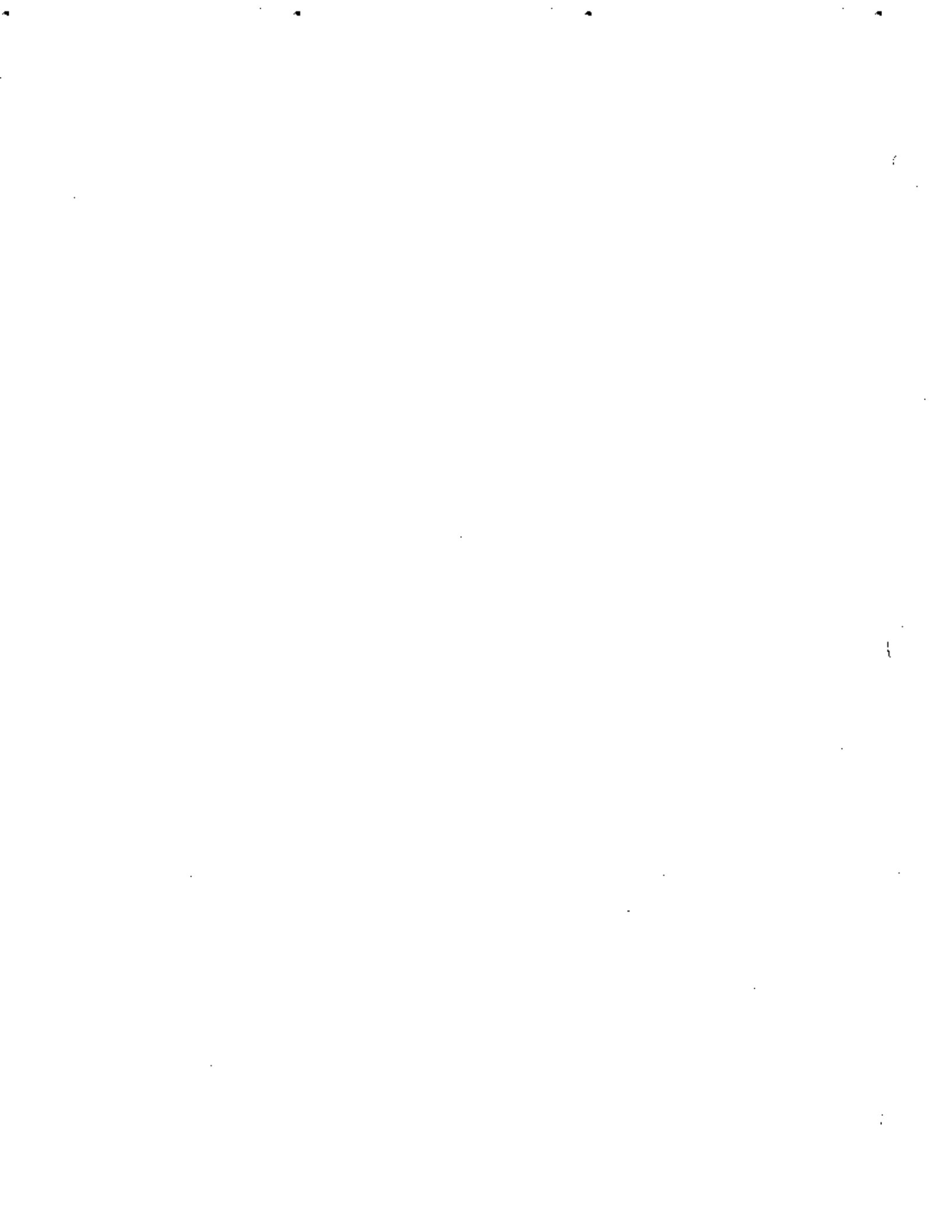
We acknowledge: Addendum #1,

Ken Richards
Name
Ken Richards
Signature
Transit Works
Firm
1090 W. Wilburth
Address
OHIO
State
Ken.Richards@transit.works
Email

6-26-2018
Date
Business Manager
Title
330-761-1118
Telephone
Akron
City
44314
Zip
FEIN #

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

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



APPENDIX A – VENDOR INFORMATION

State of Wisconsin
DOA-3478 (R12/96)

Bid / Proposal # 510164

1. BIDDING / PROPOSING COMPANY NAME Transit Works

FEIN

Phone (330) 861-1118Toll Free Phone (844) 872-6799FAX (330) 861-0281E-Mail Address Ken.Richards@Transit-works.comAddress 1090 W. WilbethCity AkronState OHIO Zip + 4 44314

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

Name Ken RichardsTitle Business ManagerPhone (330) 861-1118Toll Free Phone (844) 872-6799FAX (330) 861-0281E-Mail Address Ken.Richards@Transit-works.comAddress 1090 W. WilbethCity AkronState OHIO Zip + 4 44314

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

Name Marie CavenderTitle Human ResourcesPhone (330) 861-1118Toll Free Phone (844) 872-6799FAX (330) 861-0281E-Mail Address Marie.Cavender@Transit-works.comAddress 1090 W. WilbethCity AkronState OHIO Zip + 4 44314

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

Name Ken RichardsTitle Business ManagerPhone (330) 861-1118Toll Free Phone (844) 872-6799FAX (330) 861-0281E-Mail Address Ken.Richards@Transit-works.comAddress 1090 W. WilbethCity AkronState OHIO Zip + 4 443145. CEO / President Name Mark Minatel

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

APPENDIX C – VENDOR AGREEMENT

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



Division of State Agency Services
 State Bureau of Procurement

Vendor Agreement Wisconsin's Cooperative Purchasing Service

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

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

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

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

- Mandatory:** Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.
- Optional:** Bidders/Proposers may or may not agree to furnish the commodities or services of this bid / proposal to Wisconsin municipalities.

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

- I Agree** to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.
- I Do Not Agree** to furnish the commodities or services to Wisconsin municipalities.

Name <i>Ken Richards</i>	Date <i>6/26/2018</i>	Signature <i>Ken Richards</i>
Title <i>Business Manager</i>	Phone <i>330 351-0092</i>	Email <i>Ken.Richards@transit-work.com</i>
Company Name <i>TRANSIT WORKS</i>	Bid Number <i>W510164</i>	Commodity/Service <i>Wheel Chair Vans</i>
Address (City, State, Zip) <i>1090 W. Wilbath Ave, Madison WI 53714</i>	Any Special Conditions	

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

APPENDIX D – BID OPPORTUNITY LIST

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

Vendors must complete and submit this form with all bids

PRIME CONTRACTOR

Firm Name	City	State
TRANSIT WORKS	Akron	OHIO

Phone	Email	DBE Status
330-861-1118	Ken.richards@transit-works.com	

Age of Firm	Type of Work
21	TRANSIT UPFITTEES

Annual Gross Receipts	<input type="checkbox"/>	\$500,000 - \$1,000,000	<input checked="" type="checkbox"/>	\$1,000,001 - \$2,000,000	<input type="checkbox"/>
< \$500,000	<input type="checkbox"/>	> \$5,000,000	<input checked="" type="checkbox"/>		
\$2,000,001 - \$5,000,000	<input type="checkbox"/>				

SUB CONTRACTOR (copy page if additional sub-contractors)

Firm Name	City	State

Phone	Email	DBE Status

Age of Firm	Type of Work

Annual Gross Receipts	<input type="checkbox"/>	\$500,000 - \$1,000,000	<input type="checkbox"/>	\$1,000,001 - \$2,000,000	<input type="checkbox"/>
< \$500,000	<input type="checkbox"/>	> \$5,000,000	<input type="checkbox"/>		
\$2,000,001 - \$5,000,000	<input type="checkbox"/>				



APPENDIX E – VENDOR CHECKLIST FOR DELIVERY

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

Before Delivery

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

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

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

Post Delivery

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

DBE Approval Certification

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

Transit Works

Manufacturer's Name

Kenneth Richards

Individual's Name

Business Manager

Title

[Signature]

Authorized Signature

6/26/2018

Date

BUY AMERICA

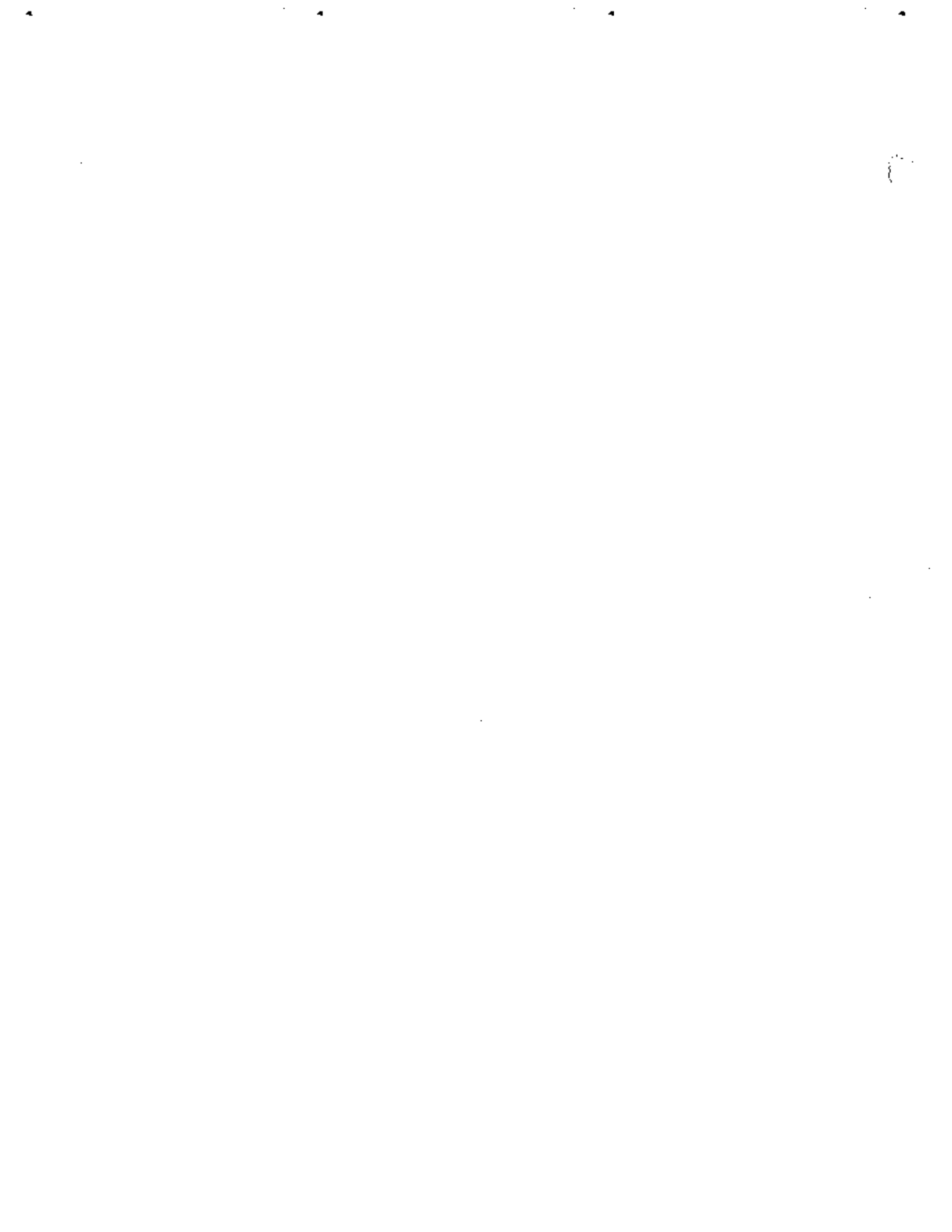
This procurement is subject to Federal law which makes the purchase of American made products a requirement. The law is found under 49 U.S.C. 5323(j), and the related regulations are written under Title 49 of the Code of Federal Regulations, Part 661. The law and regulations establish a general requirement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

<p>CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS</p> <p>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:</p>	
<p><u>TRANSIT WORKS</u> Company's Name</p>	
<p><u>Ken Richards</u> Individual's Name</p>	<p><u>Business Manager</u> Title</p>
<p><u>[Signature]</u> Authorized Signature</p>	<p><u>6/26/2018</u> Date</p>

<p>For each vehicle supplied for this contract, the vendor attests that (CHECK ONE BOX)</p>	
<p><input checked="" type="checkbox"/></p>	<p>The subcomponents, as cost, are of U.S. origin or manufacture, is manufactured within the U.S., and will exceed the required Buy America percentages at the time of delivery. (65% FFY 2018 and 2019, 70% FFY 2020+) Final assembly (city and state): <u>Kansas City, MO</u></p>
<p><input type="checkbox"/></p>	<p>The subcomponents, as cost, are of U.S. origin or manufacture, is manufactured within the U.S., but will be less than the Buy America percentages at the time of delivery. (65% FFY 2018 and 2019, 70% FFY 2020+) Final assembly (city and state): _____</p>
<p><input type="checkbox"/></p>	<p>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: _____ %</p>



awarded in the base contract. Subsequent post-delivery "Buy America" audit listings for the contract options will be provided by the proposer awarded the contract, if requested

PURCHASER'S REQUIREMENTS

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

<i>TRANSIS Works</i>	
Company's Name	<i>Ken Richards</i>
Individual's Name	<i>Kurt Richards</i>
Authorized Signature	<i>Kurt Richards</i>
	<i>Business Manager</i>
	Title
	<i>6/26/2018</i>
	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: Ford Transit Wagon
(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.

Transit Works
Company's Name
Ken Richards Business Manager
Individual's Name Title
[Signature] 6/26/2010
Authorized Signature Date

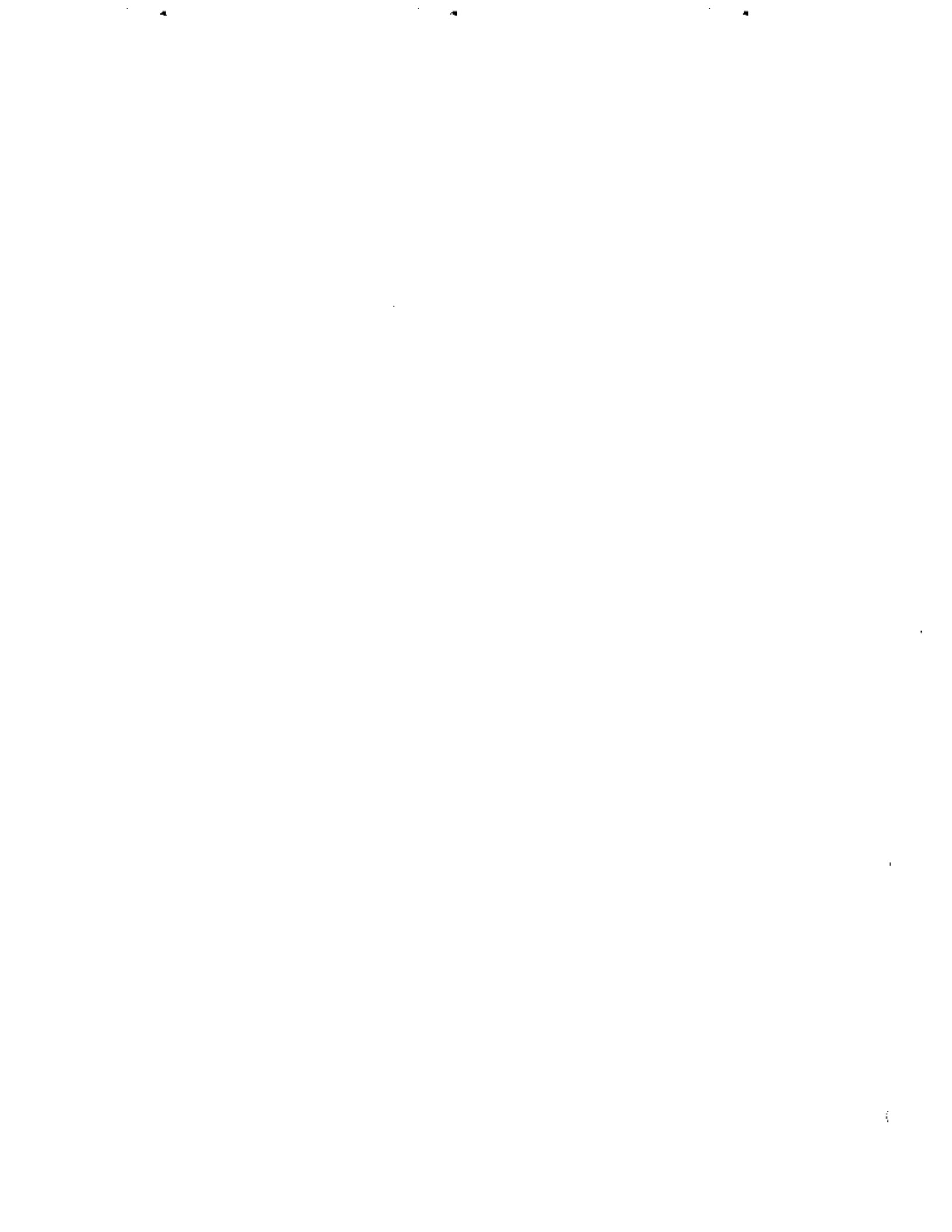
PRE-AWARD CERTIFICATION OF FMVSS INAPPLICABILITY

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

Company's Name

Individual's Name Title

Authorized Signature Date



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.

Transit Works

Company's Name

Ken Richards

Individual's Name

Business Manager

Title

Karl H. Rich

Authorized Signature

6/26/2018

Date

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

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the state of Wisconsin may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the state of Wisconsin if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

"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.

TRANSIT WORK

Company's Name

Ken Richmond

Individual's Name

Business Manager

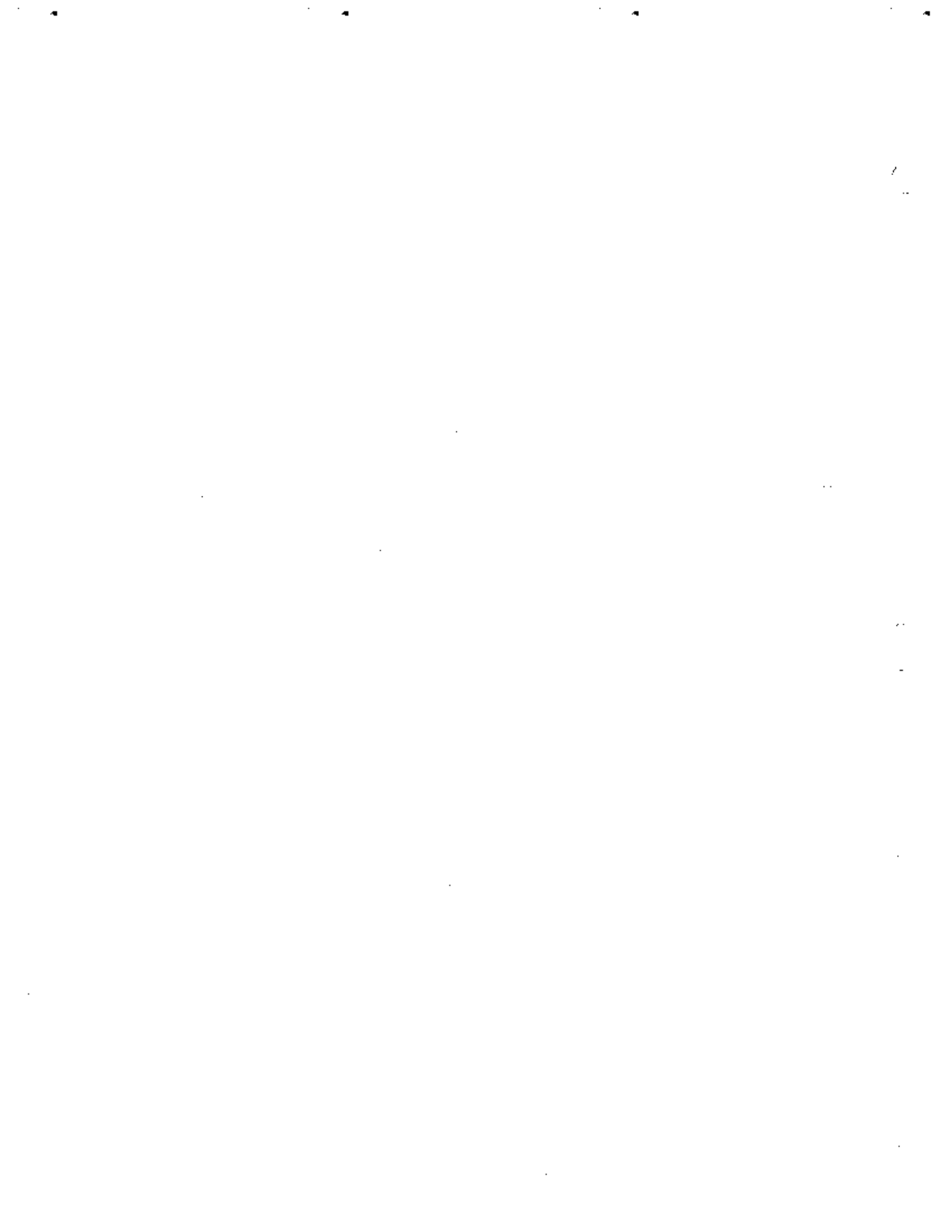
Title

[Signature]

Authorized Signature

6/26/2018

Date



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

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

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

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

Name Ken Richards
Signature Kent And
Title Business Manager
Date 6/26/2018
Company Name TRANSIT WORKERS

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

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

Name _____
Signature _____
Title _____
Date _____
Company Name _____

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

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

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

Name Ken Richards

Signature Ken Richards

Title Business Manager

Date 6/21/2008

Company Name Transit Works

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

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

Name _____

Signature _____

Title _____

Date _____

Company Name _____

CARGO PREFERENCE REQUIREMENTS

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

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



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

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

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

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

BUS TESTING

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

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

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

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

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

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

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



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

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

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

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

Name

Ken Richards

Signature

Ken Richards

Title

Business Manager

Date

6/26/2013

Company
Name

Transit Works

PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

Certificate of Compliance

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

Name Ken Richard

Signature Ken Richard

Title Business Manager

Date 6/21/2018

Company Name Transit Works



Background and Applicability

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

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

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

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



Name Ken Richards
 Signature Ken Richards
 Title Business Manager
 Date 6/26/2018
 Company Name Tarrant County

CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

The following requirements apply to the underlying contract:

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

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

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





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	Solicitation Title	Solicitation Reference Number
-------------	--------------------	-------------------------------

Section 1: Bidder Information

Bidder/Proposer Company Name: <i>Transit Works</i>		E-Mail Address: <i>Ken.Richards@Transit-works.com</i>
Phone Number: <i>330-861-0118</i>	Toll Free Phone: <i>877-872-6744</i>	Fax: <i>330-861-0291</i>
Address: <i>1090 N. Wilbeth</i>		
City: <i>Akron</i>	State: <i>OHIO</i>	Zip: <i>44314</i>
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:

Topic	E-Mail Address	Phone
Bid/Proposal <i>Ken Richards</i>	<i>Ken.Richards@Transit-works.com</i>	<i>330-351-0092</i>
Affirmative Action Plan <i>Marie Lavender</i>	<i>Marie.Lavender@transit-works.com</i>	<i>330-861-0288</i>
Orders and billing <i>Patty Hill</i>	<i>Patty.Hill@transit-works.com</i>	<i>330-861-1118</i>

Section 3: Bidder Reference

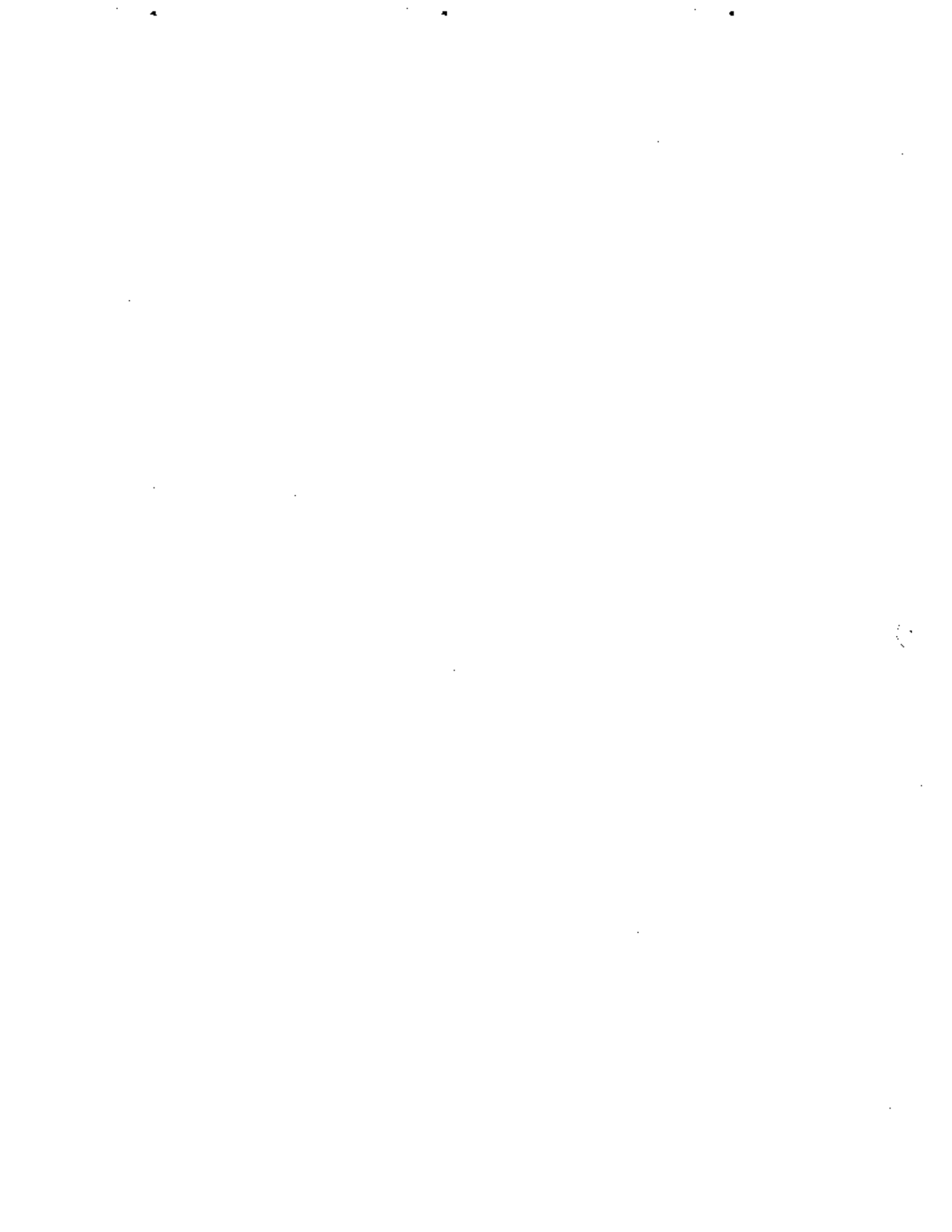
Provide company name, address, contact person, service(s) used with requirements similar to those arrangement involving a third party, the named ref

*Member Network
Lisa Ellis @
transit-works.com*

ate information on the product(s) and/or
ment. If vendor is proposing any
in a similar arrangement.

Company Name: <i>National Mentor</i>	Address (including City, State, Zip): <i>6600 France Ave. #500 Eden MN 55425</i>	
Contact Person: <i>Lisa Ellis</i>	E-Mail Address: <i>Lisa.Ellis@mentornetwork.com</i>	Phone: <i>952-825-8027</i>
List Product(s) and/or Service(s) Used: <i>Mobility Vans Since 2004</i>		
Company Name: <i>Provider @ Ride</i>		





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 boycott of the State of Israel. Should we be awarded a contract, we understand that future engagement in a boycott of the State of Israel may result in contract termination.

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

Section 8: Bidder Signature

Name of Authorized Company Representative: <i>Ken Richards</i>	Title: <i>Business Manager</i>	Phone: <i>330-841-1118</i>	Fax: <i>330-861-0281</i>
Signature of Above <i>Ken Richards</i>	Date: <i>6/26/2018</i>	Email: <i>Ken.Richards@fordand-hale.com</i>	





Business Background and Management

TransitWorks, LLC is a wholly-owned subsidiary of WMK, LLC. WMK, LLC primarily does business as MobilityWorks and MobilityWorks Commercial.

MobilityWorks is the largest mobility dealer of consumer purchased wheelchair accessible vans in the United States, currently with 73 showroom and service center locations in 24 states. MobilityWorks Commercial is a sales division of MobilityWorks that serves businesses in all 50 states, primarily with wheelchair accessible vehicles built to commercial specifications and ADA requirements. The MobilityWorks service centers also provide maintenance and repair on commercial wheelchair lifts and equipment.

TransitWorks, LLC manufactures, modifies, assembles and sells vehicles primarily designed for transporting people. The transportation of physically challenged individuals is the core of our business, however, demand for non-accessible transporters and niche specialty vans are now commonplace and being produced by the company.

TransitWorks modifies vehicles to be used as paratransit vans, shuttles, taxis, medical equipment haulers and various other transporters. Our facilities modify full-size van chassis such as the Ford Transit, Ram ProMaster and Mercedes Sprinter – as well as wheelchair accessible, rear-entry minivans. These models include the Toyota Sienna, Dodge Grand Caravan, Chrysler Pacifica, and the Ford Transit Connect. More recently, TransitWorks has added the Mercedes-Benz Metris as part of its offering.

TransitWorks has three manufacturing facilities located in Akron OH; Kansas City KS; and Charleston SC. The Kansas City location is a Ford ship-through facility, while the new Charleston operation is a Mercedes-Benz ship-through location. Our centralized Parts Department is located in the Akron, OH facility – with direct access to all major adaptive equipment suppliers.

Our vehicles are sold through a group of experienced OEM Dealers, Mobility Dealers, and Specialty Vehicle Dealers located throughout the country as part of our 'TransitWorks Master Dealers' program. Master Dealers must adhere to certain criteria in order to become and remain in the program.

As a group, we are, by far, the largest company serving the needs of people in wheelchairs. We stretch from coast to coast, and from the northern border to the southern. We provide sales and service in most major cities, including: Atlanta; Baltimore; Boston; Charlotte; Chicago; Cincinnati; Cleveland; Dallas; Detroit; Nashville; New York; Oakland; Los Angeles; Miami; Philadelphia; Pittsburgh; San Antonio; San Diego; San Francisco; San Jose; and Washington DC.

continued

TransitWorks, LLC

Toll Free: 844-872-6799 • Local: 330-861-1118 • Fax: 330-861-0281
1090 West Wilbeth Road, Akron, OH 44314 • www.Transit-Works.com





TRANSITWORKS
INNOVATIVE TRANSIT SOLUTIONS

History, Certifications and Awards

WMK, LLC was originally founded in January of 1986 as New Era Transportation, and purchased by the current owners in 1997. The founding owners of WMK, LLC (MobilityWorks and TransitWorks, LLC) were William Koebnitz and Taylor Clark. WMK, LLC has combined leadership experience of over 40 years in the automotive industry.

Employees that assemble, install and service adaptive equipment are trained and certified by the manufacturers in their respective areas according to stringent guidelines held by the National Mobility Equipment Dealers Association (NMEDA) and their Quality Assurance Program (QAP). QAP requires our service locations to undergo an annual inspection and audit process by an independent audit firm to ensure compliance with QAP Rules, NMEDA Guidelines, certain aspects of the Americans with Disabilities Act (ADA), the National Highway Traffic Safety Administration's (NHTSA), and Federal Motor Vehicle Safety Standards (FMVSS).

The Company has received numerous awards, including:

- Ford Authorized Mobility Pool Account - #1 in Volume (since 2002)
- Ford Mobility Qualified Vehicle Modifier (since 2002)
- Mercedes-Benz Master Upfitter (since 2015)
- Mercedes-Benz Master Solutions Upfitter (since 2016)
- INC 500 | 5000 List of Fastest-Growing Companies (2007-2016)
- INC 500 List at #360 (2005)
- INC Fastest Growing Inner-City 100 Businesses in the Nation
- Weatherhead 100 Company (since 2000)
- Weatherhead 100 Centurion (since 2013)
- Business Magazine, Top Performing Companies in Northeast Ohio
- NMEDA, QAP Approved Manufacturer
- NMEDA, QAP Approved Service
- GSA Contract Holder
- NTEA verified MVP
- NHTSA Manufacturer

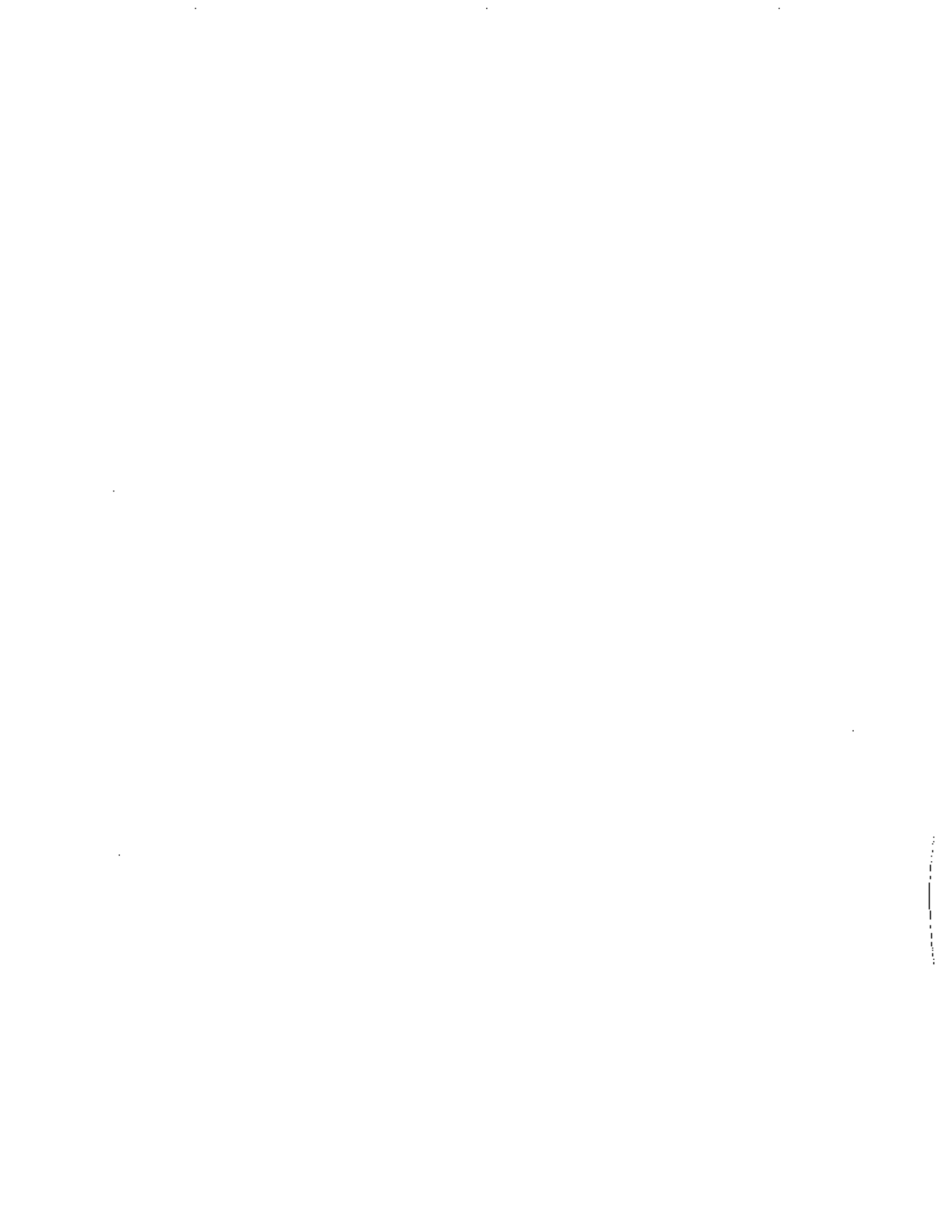
and many additional awards.

TransitWorks, LLC Dunn & Bradstreet Ohio number is 14-571-0401, Kansas is 02-608-8058 and Charleston is 08-098-8976. WMK's Dun & Bradstreet Ohio number is 14-747-8531.

For additional information, please contact biz@transit-works.com.

TransitWorks, LLC

Toll Free: 844-872-6799 • Local: 330-861-1118 • Fax: 330-861-0281
1090 West Wilbeth Road, Akron, OH 44314 • www.Transit-Works.com





TRANSITWORKS
INNOVATIVE TRANSIT SOLUTIONS

BUY AMERICA CERTIFICATE

TransitWorks hereby certifies we will comply with the requirements of the Surface Transportation Assistance Act of 1982 and the regulations of 49 CFR 661, Part 661.11.

Signed: 

Kenneth H. Richards

Title: Business Manager

Date: 6/5/2018





TRANSITWORKS
INNOVATIVE TRANSIT SOLUTIONS

FEDERAL MOTOR VEHICLE SAFETY STANDARDS

TransitWorks hereby certifies that the conversions being proposed (delivered) will meet or exceed all applicable Federal Motor Vehicle Safety Standards (FMVSS).

Signed: 

Kenneth H. Richards

Title: Business Manager

Date: 6/5/2018



TRANSITWORKS
INNOVATIVE TRANSIT SOLUTIONS

ADA CERTIFICATION

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

Signed: *Kenneth H. Richards*

Kenneth H. Richards

Title: Business Manager

Date: 6/05/2018

TransitWorks, LLC

Toll Free 844-872-6799 • Local 330-861-1118 • Fax 330-861-0281
1090 West Wilbeth Road, Akron, OH 44314 • www.Transit-Works.com





TRANSITWORKS
INNOVATIVE TRANSIT SOLUTIONS

FORD TRANSIT ALTOONA TESTING

The Federal Transit Administration has determined that the Ford Transit that TransitWorks converts as a 4-year vehicle, the Ford Transit Van is exempt from testing unless modified in a manner not consistent with Ford QVM guidance.

Signed: *Kent H. Richards*

Kenneth H. Richards

Title: Business Manager

Date: 6/5/2018



Ford Motor Company
A Division of Ford Credit

TransitWorks - Ohio

is a participant in the

Mobility

Qualified Vehicle Modifier Program



August, 2016

TransitWorks, LLC

Toll Free 844-872-6799 • Local 330-861-1118 • Fax 330-861-0281
1090 West Wilbeth Road, Akron, OH 44314 • www.Transit-Works.com



From: gregory.rymarz@dot.gov [mailto:gregory.rymarz@dot.gov]
Sent: Monday, November 10, 2014 10:29 AM
To: John Bollinger
Cc: gregory.rymarz@dot.gov
Subject: RE: Ford Transit Full Size and Altoona Testing

Mr. Bollinger,

When procured as a 4 year vehicle, the Ford Transit Van is exempt from testing unless it has been modified in a manner not consistent with Ford QVM guidance.

Respectfully,
Mr. Gregory Rymarz
Bus Testing Program Manager
Federal Transit Administration
Office of Mobility Innovation, TRI-12
Room E43-465
1200 New Jersey Ave. SE
East Building, 4th floor
Washington, DC 20590
Phone: 202-366-6410
Fax: 202-366-3765
E-mail: gregory.rymarz@dot.gov

From: John Bollinger [mailto:John.Bollinger@transit-works.com]
Sent: Friday, November 07, 2014 1:21 PM
To: Rymarz, Gregory (FTA)
Subject: Ford Transit Full Size and Altoona Testing

Mr. Rymarz,

Does the new Ford Transit full sized vehicle fall under the below question? We are getting many bids that are FTA funded requesting documentation that the Transit van has been Altoona tested. I would like to be able to go back and let them know that it is not required just as the E-Series van was. We are making zero body modifications to the DEM chassis.



Q. I am trying to purchase two E-350 vans from Ford. The grant person who is my contact wants the Altoona testing certificate from the Ford dealer but the dealer cannot find this information. Does this testing requirement apply to this type of vehicle?

A. The requirement for Altoona testing would depend on the extent (if any) to which the vans are modified from the stock configuration. If these are unmodified Ford E-350 vans, or they have had only limited modifications (e.g., adding a lift or raised roof) performed in strict compliance with Ford's Vehicle Modification Guidelines, then the Bus Testing Regulation (49 CFR Part 665) would consider them to be "unmodified mass-produced vans" and they would be exempt from Bus Testing ("Altoona testing") requirements if offered in the 4-year/100,000-mile service life category. It sounds as if you would buy the vehicles directly from Ford. If that's the case, these vehicles would likely qualify as unmodified mass-produced vans.

From the FTA [Bus Testing](#) page:

Unmodified mass-produced van means 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.

FTA wishes to clarify that this exemption historically assumed that unmodified mass-produced vans would only be offered in the 4-year, 100,000-mile service life category. Unmodified mass-produced vans are categorically exempted from testing by the Bus Testing Regulation only in the 4-year, 100,000-mile service life category; unmodified mass-produced vans offered in the 5-year, 150,000-mile (or higher) service life category are subject to testing.

Thank you,

John Bollinger
Product Support Manager

Transit Works
Phone: 800.769.8267 Ext. 3012
Fax: 330-861-2083
Email- john.bollinger@Transit-Works.com
www.Transit-Works.com



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TRANSITWORKS
INNOVATIVE TRANSIT SOLUTIONS

LOBBYING CERTIFICATION PURSUANT TO 49 CFR, PART 20

(to be submitted WITH A Bid or Offer exceeding \$100,000)

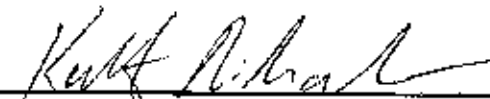
The undersigned (Contractor) certifies, to the best of its knowledge and belief, that

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 a 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," 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 10995 (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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

The Bidder or Offeror, TransitWorks, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder or Offeror understands and agrees that the provisions of 31 U.S.C. § 3801 ET SEQ. apply to this certification and disclosure, if any.

Signed: 

Kenneth H. Richards

Title: Business Manager

Date: 6/5/2018

TransitWorks, LLC

Toll Free 844-872-6799 • Local 330-861-1118 • Fax 330-861-0281
1090 West Willbeth Road, Akron, OH 44314 • www.Transit-Works.com



TRANSITWORKS
INNOVATIVE TRANSIT SOLUTIONS

DEBARMENT & SUSPENSION CERTIFICATION

(LOWER TIER COVERED TRANSACTION)

(to be submitted with a Bid or Offer exceeding the small purchase threshold for federal assistance programs, currently \$100,000)

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party Contract), certifies to be the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification.
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
[If the Primary Participant (applicant for an FTA federal grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

The Primary Participant (applicant for an FTA federal grant, or cooperative agreement, or Potential Contractor for a major third party Contract), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. § 3801 ET SEQ. are applicable thereto.

The undersigned for TransitWorks (Contractor) hereby certifies that TransitWorks has authority under State and local law to comply with the subject assurances and the certification above has been legally made.

Signed: _____

Kenneth H. Richards

Title: Business Manager

Date: 6/5/2018

TransitWorks, LLC

Toll Free 844-872-6799 • Local 330-861-1118 • Fax 330-861-0281
1090 West Wilbeth Road, Akron, OH 44314 • www.Transit-Works.com





TRANSITWORKS
INNOVATIVE MARKET SOLUTIONS

NON-DISCRIMINATION CERTIFICATE

TransitWorks agrees to comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, and the American Disabilities Act of 1990, and the related regulations to each. TransitWorks assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

TransitWorks also agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, creed, color, sex, age, disability, veteran status, or national origin. 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 available to employees and applicants for employment.

Signed: 

Kenneth H. Richards

Title: Business Manager

Date: 6/5/2018

TransitWorks, LLC

Toll Free 844-872-6799 • Local 330-861-1118 • Fax 330-861-0281
1090 West Wilbeth Road, Akron, OH 44314 • www.Transit-Works.com





[\(pdf/TWWarrantyClaimForm.pdf\)Click here](#)

[\(pdf/TWWarrantyClaimForm.pdf\)](#) to download the **Warranty Claim Form**

TransitWorks Limited Warranty for all TransitWorks Commercial Van Conversions and Products

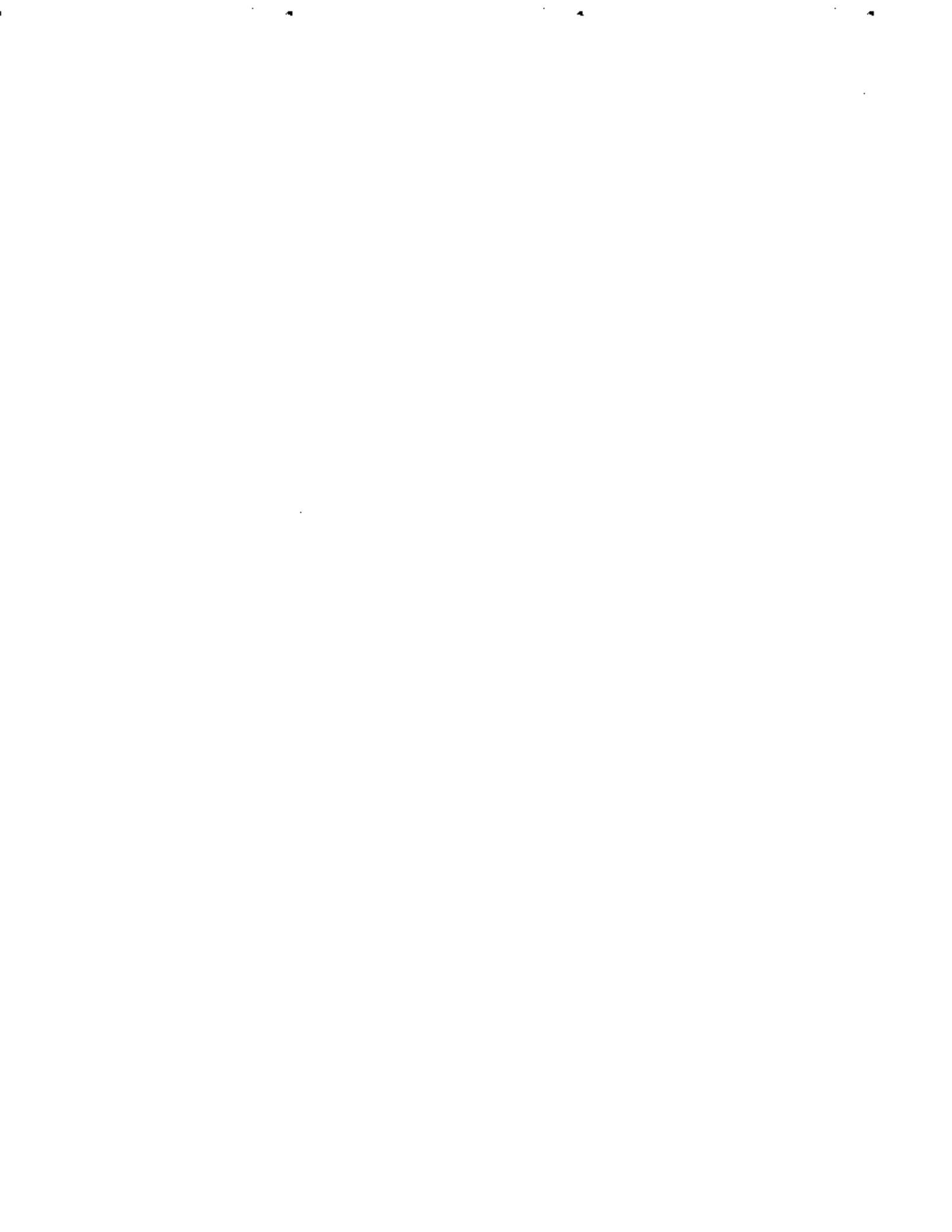
TransitWorks builds the highest quality vehicles in the industry. Should you have any questions regarding the warranty on your TransitWorks van, please refer to the information listed below, contact your sales representative or call us at 1-855-337-9543. TransitWorks warrants each conversion, and other parts manufactured by TransitWorks and added to a chassis, to be free from defects in material and workmanship, under normal use and service, for a period of three (3) years, or thirty-six thousand (36,000) miles on the converted chassis, whichever occurs first, from the original purchase date from TransitWorks or an authorized TransitWorks dealer.

Warrantor:

This warranty is granted by TransitWorks, 1090 West Wilbeth Road, Akron, Ohio 44314. No changes to this warranty can take place without express written consent by an executive officer of TransitWorks.

Procedure for Obtaining Performance Under This Warranty: Procedure for Obtaining Performance Under This Warranty:

In order to keep this warranty in effect, the owner must have the vehicle and its parts maintained as prescribed by the chassis manufacturer, lift manufacturer and TransitWorks. If a possible warranty claim arises, the owner must notify TransitWorks within 48 hours of occurrence and before seeking service. To notify TransitWorks of a possible warranty claim, call us at 1-855-337-9543. All warranty repairs must be authorized by TransitWorks in writing before they are performed. If a repair or replacement by an authorized service center is determined by TransitWorks to be impractical, the owner shall contact TransitWorks to make arrangements for the return of the defective part or products. Failure to comply with these



procedures could lead to possible denial of warranty coverage at TransitWorks' discretion. TransitWorks reserves the right to make a physical inspection by an authorized factory personnel of the vehicle following any complaint.

Parties to Whom Warranty is Extended:

This warranty shall be extended to the original purchaser and any legal transferee to whom such product is transferred during the warranty period except where limited as noted.

Items Not Covered:

TransitWorks is an upfitter of non-emergency transport vehicles and mini-vans whose products are mounted on chassis manufactured and expressly warranted by other manufacturers. This warranty does not, therefore, extend to nor cover any portion of the vehicle, nor contents thereof which has been separately warranted by another manufacturer, or manufactured by a manufacturer other than TransitWorks, except to the extent specifically required by any applicable Federal law or regulation. TransitWorks does not warrant the automotive chassis. Any and all parts supplied with the automotive chassis by the chassis manufacturer are strictly not covered by TransitWorks. These include, but are not limited to, engine, transmission, air conditioning (OEM), heater, brakes and the factory body. Consult the chassis manufacturer's warranty with regard to those items. TransitWorks will reasonably assist the buyer to assure that the chassis manufacturer honors warranty obligations but TransitWorks accepts no liability for it. With regards to parts manufactured by others, which carry their own manufacturer's warranty (such as wheelchair lifts, wheelchair and occupant restraint systems, audio equipment, rear air conditioning unit, batteries, tires, etc.) TransitWorks warrants its proper factory installation only. Refer to the warranty documents provided to the purchaser for information on how to obtain warranty service for these parts; or see the quick reference below

MANUFACTURER'S WARRANTY SUMMARY				
Company	Contact	Phone	Parts	Labor
LIFTS				
BRAUN	Kim Hanson	800-948-7513 ext. 3026	* See below	1 year/3,000 cycles [ADA member only – 3 years/10,000 cycles]
RICON	Renaldo	800-322-2884 ext. 3102	† See below	1 year
MAXON	Tom Irwin	800-227-4116	3 Years/18,000 cycles	3 Years/18,000 cycles
SEATS				
FREEDMAN	Christy Nunes	724-864-7738	1 year from manufacture date	-
REAR HEAT & AC				
TWINAIR	Roger Burks	574-295-1129	3 years/38,000 miles	3 years/38,000 miles



WHEELCHAIR RESTRAINTS			
SURE- LOK/Q'STRAIT	Sabrina	610-814- 0300	§See below
<p>*Braun lift warranty – Five (5) year warranty on power train parts, including cable, cylinder, flow control, gear box, motor, pump, hydraulic hose & fittings, and the solid state controller; all remaining lift parts are covered by a three-year / 10,000 cycle warranty. The warranty registration card must be processed to activate the warranty.</p> <p>† Ricon lift warranty – Five (5) year warranty on lift power train parts; all remaining lift parts are covered by a one-year / 3,000 cycle warranty. The warranty registration card must be processed to activate the warranty.</p> <p>§ Sure-Lok restraint warranty - Three (3) year warranty on Titan series; one (1) year warranty on all other Sure-Lok products.</p> <p>**TransitWorks AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS**</p>			

Other Items Not Covered:

- Damage or defects due to the installation of equipment by anyone other than TransitWorks factory personnel.
- Damage or deterioration due to normal use, wear and tear or exposure.
- Normal maintenance services such as, but not limited to, wheel alignment and balancing, tune-ups, oil changes and other similar normal maintenance items.
- Damage due to improper repairs, warranty or non-warranty, made by persons other than TransitWorks.
- Paint or body damage due to improper operation of doors, wheelchair lifts, loading and unloading of passengers, accidents etc.
- Repairs and adjustments required as a result of misuse, negligence, modification, alteration, tampering, disconnection, improper adjustments unless performed by a dealership or any other authorized persons during warranty repair work of repairs, accident, and use of add-on parts/materials.
- Normal noise, vibrations, wear and tear and deterioration such as discoloration, fading, deformation or blur are not covered.
- Vehicles and their parts that have been deemed scrap or salvage as a result of accident or any other situation other than normal use are not covered by this warranty.
- Imperfections in body paint are normally apparent at the time of original vehicle inspection (delivery) and are to be reported immediately. Delay may lead to additional damage which may not be covered by this warranty.

This warranty does not extend to any defect or problem caused by the negligence or acts of the purchaser, dealers or others, failure to operate or maintain the product in accordance with the operating and maintenance instructions furnished with each new product, unreasonable use, accidents, alterations or ordinary wear and tear.



Remedy:

If within the applicable warranty period, any part or installation work included in this warranty, proves to be defective in material or workmanship, TransitWorks shall, at its option, repair or replace the defective parts. Parts and labor shall be at TransitWorks expense at a mutually agreed upon standard labor rate. An authorized TransitWorks personnel must approve an estimate for labor time. Transportation, towing, rental vehicles or field call other than by TransitWorks personnel are not covered.

Design Changes: TransitWorks reserves the right to make changes in the design and material of its products without incurring any obligation to incorporate such changes in any product previously manufactured or advertised

Entire Warranty:

This warranty may be altered only in writing signed by an executive officer of TransitWorks. It may not be altered or extended orally or in writing by any other person. TransitWorks does not authorize any person to create for it any other obligation or liability in connection with a TransitWorks vehicle.

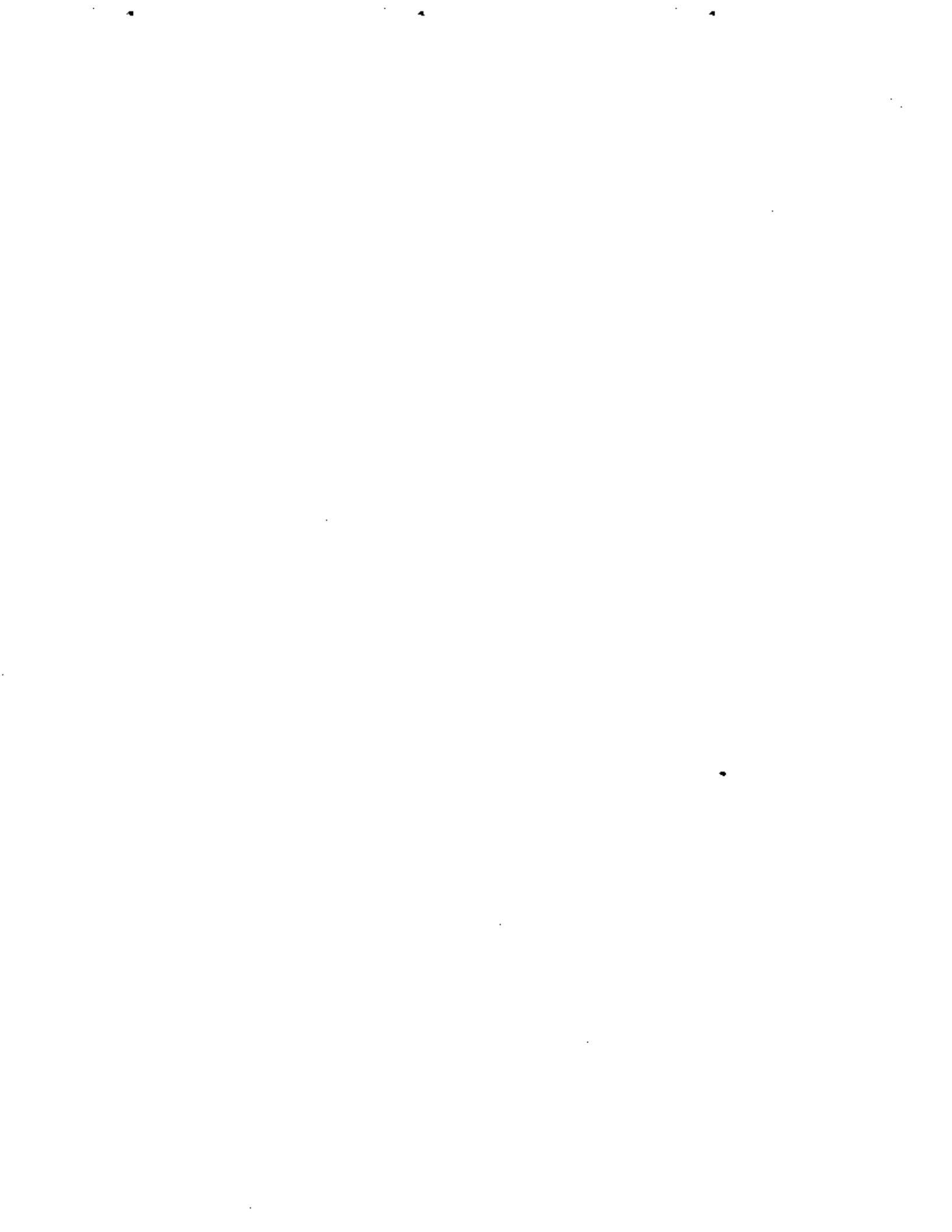
Severability:

Whenever possible, each provision of this warranty shall be interpreted so as to be effective and valid under any applicable law.

Exclusions and Implied Warranties: TransitWorks shall not be responsible or liable for indirect or consequential damages of any kind, however arising, including but not limited to loss of any products, loss of time, inconvenience, incidental or consequential damages with respect to persons, business or property, whether as a result to breach of warranty, negligence or otherwise. TransitWorks' liability shall be limited solely, at TransitWorks' option, to repair or replacement of the goods or component parts not meeting the quality and specifications warranted. No other warranty, express or implied, shall apply including any implied warranty or fitness for a particular purpose, and any such implied warranties are expressly disclaimed. In the event that applicable law prevents the disclaimer of any implied warranties, then such implied warranties shall be limited to the duration of this express warranty i.e. limited to three (3) years or thirty-six thousand (36,000) miles on the automotive chassis, whichever comes first, from the date of original retail purchase

Note: Some states do not allow (1) limitations on how long an implied warranty lasts or (2) the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. Revised 3/22/2013

Contact TransitWorks: 855-337-9543 | ©2014 All content property of TransitWorks™



APPENDIX D – BID OPPORTUNITY LIST

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

Vendors must complete and submit this form with all bids

PRIME CONTRACTOR

Firm Name TRANSIT WORKS	City AKRON	State OHIO
Phone 330-861-1118	Email Kern.Richards@transit-works.com	DBE Status Active/Current
Age of Firm 21	Type of Work TRANSIT UPFITTERS	
Annual Gross Receipts	<input type="checkbox"/> < \$500,000	<input type="checkbox"/> \$500,000 - \$1,000,000
<input type="checkbox"/> \$2,000,001 - \$5,000,000	<input checked="" type="checkbox"/> > \$5,000,000	<input type="checkbox"/> \$1,000,001 - \$2,000,000

SUB CONTRACTOR (copy page if additional sub-contractors)

Firm Name	City	State
Phone	Email	DBE Status
Age of Firm	Type of Work	
Annual Gross Receipts	<input type="checkbox"/> < \$500,000	<input type="checkbox"/> \$500,000 - \$1,000,000
<input type="checkbox"/> \$2,000,001 - \$5,000,000	<input type="checkbox"/> > \$5,000,000	<input type="checkbox"/> \$1,000,001 - \$2,000,000



FORD TRANSIT AMBULETTE



*The Ford Transit
Ambulette with
fixed seating*

*Available on
Transit 150, 350
and 350 Extended*

Upfit Includes:

Altro non-skid
commercial flooring

Vinyl seats with
integrated lap and
shoulder belts

Side or rear mounted
Braun wheelchair lift

Retractable wheelchair
tie-downs with storage
bags

Entrance grab handle

First aid kit

5# fire extinguisher

Options

2-passenger ADA flip
seats

Stainless steel side steps

Stanchion pole

Wheelchair storage unit

Cot mount

Tinted windows



TRANSITWORKS
INNOVATIVE TRANSIT SOLUTIONS

Call 844-872-6799

Fax: 330-861-0281 • Email: biz@transit-works.com

1090 West Wilbeth Road, Akron, OH 44314

www.Transit-Works.com





350 Med.Roof XL Wagon 12 Passenger

- 2019 Model year Ford Transit
- Power group includes power mirrors, power windows, power door locks, and keyless entry
- Oxford white exterior color with Pewter Grey Interior
- Windows all around
- Standard model trim level & black painted bumpers
- 3.7L TIVCT engine / Flex Fuel capable
- Wheelbase: 148 inches / GVWR 9000# / HT 99.2 inches
- 6 speed Auto overdrive with select shift
- 3.73 regular axle ratio – standard with 50 state emission label
- OEM Interior walls and headliner
- Tires: Five (5) LT235/65Rx16E all season steel belted radials, black wall w/ silver wheel covers
- Instrumentation: speedometer, odometer, oil pressure, water temperature and alternator gauges, tire pressure monitoring system
- Heavy duty service package: transmission cooler, 220 AMP alternator, heavy duty springs and gas shock absorbers
- Dual vinyl bucket seats with driver side and passenger side airbags
- Side Airbags and Safety canopy Curtain Airbags
- OEM Front/Rear air conditioning and heat
- AM/FM stereo w/ digital clock, audio input jack, 4 speakers in front and 2 speakers in rear
- Four (4) wheel anti-lock brake system and power steering with tilt steering column
- Rearview Camera with Trailer hitch assist
- OEM 25 gallon capacity fuel tank located under the vehicle
- AdvanceTrac with Roll Stability Control (RSC)
- Dual Heavy-Duty Batteries

Options Available:

- Cruise control
- Day Time Running Lamps
- Heated Mirrors
- Engine block
- Rear window defrost

WisDOT Human Service Transit Cargo Van/Bariatric Vehicle Specifications

3 Ambulatory, 2 Wheelchair, 1 Driver Configuration

0.0 STATE AND FEDERAL MEASUREMENT AND COMPONENT STANDARDS

Requirement guides

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

[WI Trans 301](#)

[36 CFR Part 1192](#)

[36 CFR 1192 Subpart B](#)

[SAE J2249](#)

[CFR 49 Part 571](#)

[Federal ADA - FTA Page](#)

[CFR 49 Part 393](#)

Welding Standards

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

[ASTM](#)

[American Welding Society](#)

Bus testing

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

[FTA Bus Testing Page](#)

[49 CFR 665](#)

This vehicle is intended to be used as a bariatric transportation option for those ordering off the HSV contract

DIMENSIONS				Checkbox
<i>Vehicle must at least meet the minimum measurement requirements below.</i>				
	<i>Requirement</i>	<i>Specification of Requirement</i>		
1.1	GVWR	10,000 pounds	Maximum	✓
1.2	Wheelbase	147 inches	Minimum	✓
1.3	Length	236 inches	Minimum	✓
1.4	Width	97 inches	Minimum	✓
	Ground Clearance	5 inches	Minimum	✓
2.0 POWER TRAIN				



2018 Human Service Vehicle Solicitation Specs – Minivans and Transit Vehicle

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

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

3.0 CHASSIS

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

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



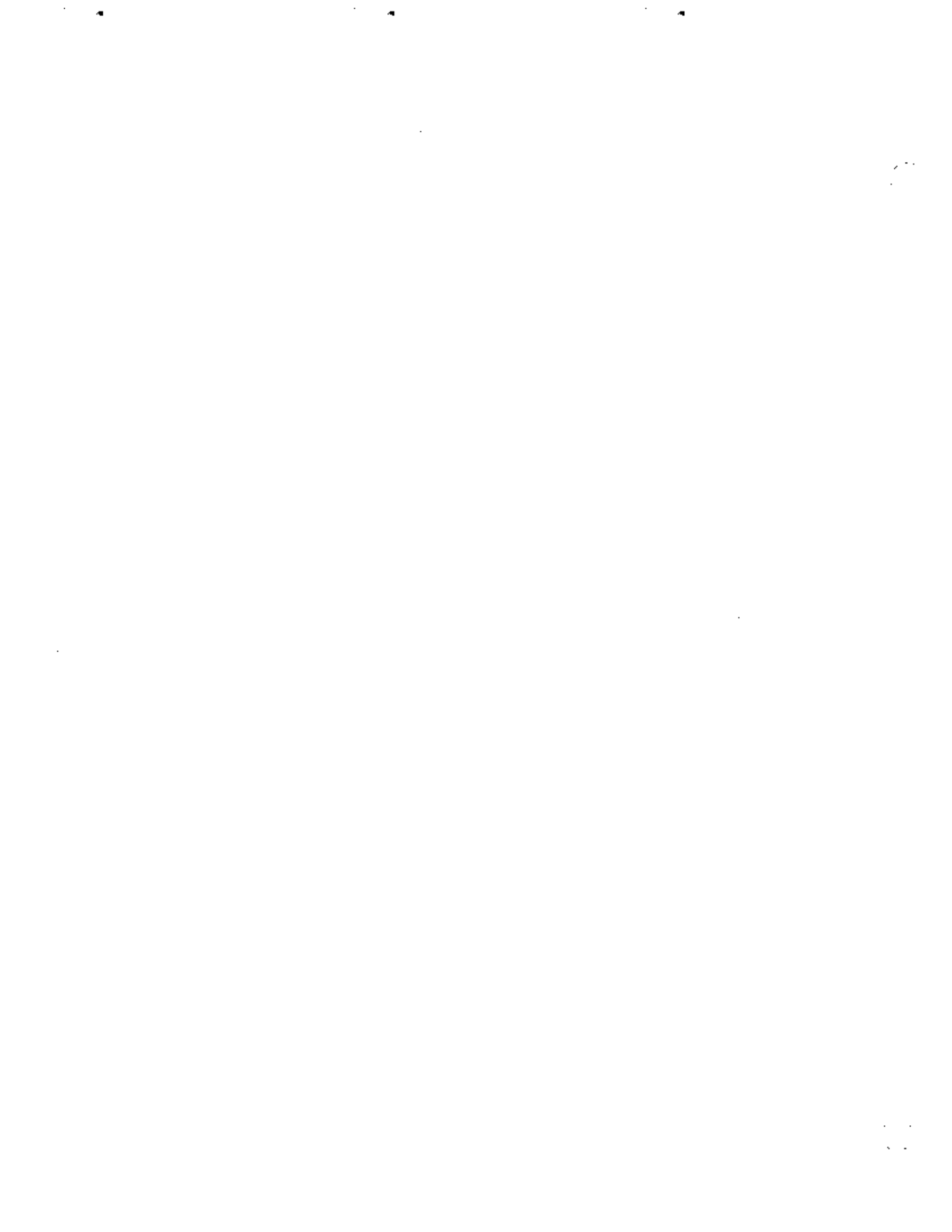
2018 Human Service Vehicle Solicitation Specs – Minivans and Transit Vehicle

		The complete exhaust system shall be tightly connected and free from leaks and shall be properly insulated from the electrical wirings or combustible part of the vehicle		✓
3.7	Fuel Tank Capacity	24 gallons	Minimum	✓
3.8	Fuel Tank and Lines	Fuel systems and tanks shall be maintained free of leaks		✓
		All fuel lines shall be fastened in a manner that will prevent wear		✓
3.9	Power Steering			✓
3.10	Suspensions	Must be capable to handle the wheelchair ramp and wheelchair modifications to vehicle		✓
3.11	Shocks			✓
3.12	Sealing, Rust Proofing, and Undercoating	All exposed floor seams shall be sealed with an industrial grade butyl sealant or equivalent which conforms to ASTM C920; the entire surface of exterior floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas (if any), and a fresh application of undercoating over the entire surface; undercoating material will be non-hardening and non-chipping and shall comply with current Federal and State flammability standards; no warranties will be reduced or limited by the application of undercoating.		✓

4.0 WHEELS AND TIRES

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

Requirement	Specification of Requirement		
4.1	Tires	Tubeless	✓
4.2	Tire Count	4	✓
4.3	Tire Mounting	OEM Mountings	✓
4.4	Tire Type	All Season	✓
4.5	Wheel Diameter	16 inch	Minimum ✓
4.6	Wheel Type	Steel	✓
4.7	Sidewall	Black	✓
	Tire Inflation Kit		✓



2018 Human Service Vehicle Solicitation Specs – Minivans and Transit Vehicle

4.9	Wheel Covers (hubcaps)	4		
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STEERING

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

	Requirement	Specification of Requirement		
5.1	Steering wheel	Tilt and/or telescoping		✓
5.2	Cruise Control			✓

6.0 LOCKING SYSTEM

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

	Requirement	Specification of Requirement		
6.1	Locks and Ignition	Single Key Operation		✓
6.2	Remote Keyless Entry			✓
6.3	Power door locks			✓

7.0 GAUGES AND WARNINGS

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

	Requirement	Specification of Requirement		
7.1	Fuel			✓
7.2	Oil Pressure			✓
7.3	Water Temp.			✓
7.4	Ammeter or Voltmeter			✓
7.5	Door Ajar Warning			✓
7.6	Low Pressure Tire Warning			✓
7.7	Key in Ignition Warning			✓
7.8	Lights-on Warning			✓

8.0 AIRBAGS

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



2018 Human Service Vehicle Solicitation Specs – Minivans and Transit Vehicle

9.0 EXTERIOR

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

Requirement	Specification of Requirement		
9.1	Single Color Exterior Finish		✓
9.2	Headlights	Halogen	✓
9.3	Daytime Running Lamps		✓
9.4	LED Break Lights		✓

10.0 SEATS, COVERS, SEATBELTS

Configuration should allow at least 3 ambulatory passengers, 2 wheelchair passengers, and 1 driver simultaneously. A middle and third row 2-passenger foldup seat is to be included when the wheelchair position is not occupied. If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

Requirement	Specification of Requirement		
10.1	Driver Seat	Manufacturers standard to include:	✓
		Ability to recline	✓
		High backed	✓
		Upgraded lumbar support	✓
10.2	Driver Seat Cover	Cloth	✓
10.3	Driver Seatbelt	to include retractable three point seat belt and conform to 49 CFR 571.209	✓
10.4	Front Passenger Seat	Manufacturers standard to include:	✓
		High back	✓
		Ability to recline	✓
10.5	Front Passenger Seat Cover	Vinyl Cloth only seat cover	✓
10.6	Front Passenger Seat Belt	Include retractable three point seat belt with extension to be modified floor if needed conform to 49 CFR 571.209	✓
10.7	Middle and Third Row Passenger Seats	Two bucket seats. One in front of the other, on the right side of the vehicle.	✓
		All seats shall be forward facing and securely fastened to that part or parts of the body which support them.	✓
		Seat height should not exceed OEM distance from floor when measured at 16 inches in from of seat	✓



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		Headroom should be equal to or exceeding OEM measurement	✓
10.8	Middle and Third Row Seats Cover	Vinyl	✓
10.9	Middle and Third Row Seatbelts	To include seatbelts that conform with 49 CFR 571.209	✓
		Shoulder harnesses for the outboard positions	✓
		Seats should not obstruct the minimum size of the wheelchair space for forward most wheelchair, when occupied.	✓
10.10	Middle and Third Row Passenger Seats - 2 Passenger Foldaway	Fold-down or removable seats shall be permitted each of the two wheelchair spaces provided that when folded and stowed, they do not obstruct the minimum size of the wheelchair space.	✓
		Shall be designed and constructed to inhibit passenger limbs from becoming lodged between the seat cushion and seat back	✓
		Working mechanisms shall be covered or placed so as not to be a tripping hazard	✓
		the bottom of the seats shall be covered with sheet metal or other material of equal strength and durability and any sharp edges padded to prevent injury or snagging.	✓
		The seat shall be designed and constructed to rise to a vertical position automatically when not occupied.	✓
		A passenger seat cushion retention system shall be employed to prevent passenger seat cushions from disengaging from seat frames in event of accident.	✓
10.12	Middle and Third Row Passenger - 2 Passenger Foldaway Seat Cover	Vinyl	✓
10.13	Middle and Third Row Passenger - 2 Passenger Foldaway Seat Belts	To include seatbelts that conform with 49 CFR 571.209	✓
10.14	Extenders	2 Seatbelt extenders to be made from the same manufacturer as main belts	✓

11.0 INTERIOR LIGHTS

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

Requirement Specification of Requirement



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11.1	Dome Light	Front and rear		✓
12.0 MIRRORS				
<i>If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements</i>				
	<i>Requirement</i>	<i>Specification of Requirement</i>		
Each vehicle with a GVWR of 10,000 lbs. or less that have:				
12.1	Rear View Mirror			✓
12.2	Side View Mirrors	One shall be on the right side and one on the left side of the vehicle		✓
		Side mirrors shall be heated		✓
13.0 INTERIOR ELECTRONICS - MISC.				
<i>If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements</i>				
	<i>Requirement</i>	<i>Specification of Requirement</i>		
13.1	OEM AM/FM Radio with front and rear speakers			✓
13.2	Windshield Defroster	Must meet Trans 301 requirements:		✓
		All defrosting equipment shall keep the windshield and the glazing to the left and right of the driver clear of fog and frost.		✓
		The defrosters outlets may not obstruct the drivers view		✓
		Fans may be used in addition to defrosters, but shall be mounted so as not to obstruct the drivers view		✓
		Shall include windshield and rear window defroster		✓
13.3	Rear Defroster			✓
13.4	Backup Camera and Monitor	Monitor must not obstruct the driver's view through the windshield		✓
13.5	Power Point for Aux Power in place of Cigarette Lighter			✓
13.6	Backup Warning Signal	Vehicle must be equipped with an electrically operated back-up alarm which produces an intermittent audible signal when the vehicle's transmission is shifted to reverse		✓

14.0 HEATING AND COOLING



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

Requirement	Specification of Requirement		
14.1	Air Conditioning Front and Rear	Must include rear air conditioning vents	✓
14.2	Heater	OEM Standard is acceptable, if it meets minimum requirements of Trans 301:	✓
		Heater shall maintain the inside of the temperature of not less than 50 degrees Fahrenheit throughout the vehicle at the average minimum January temperatures established by the U.S. Department of Commerce, Weather Bureau, for the area in which the vehicle will be operated	✓
		The heater hose shall be adequately supported to guard against excessive wear or abrasion and may not interfere with or restrict the driver.	✓
		Heater hose or lines inside the driver or passenger compartment shall be shielded to prevent accidental contact by driver or passengers.	✓
14.3	Insulation	Heaviest duty insulation when possible	✓

FLOORING AND CEILING

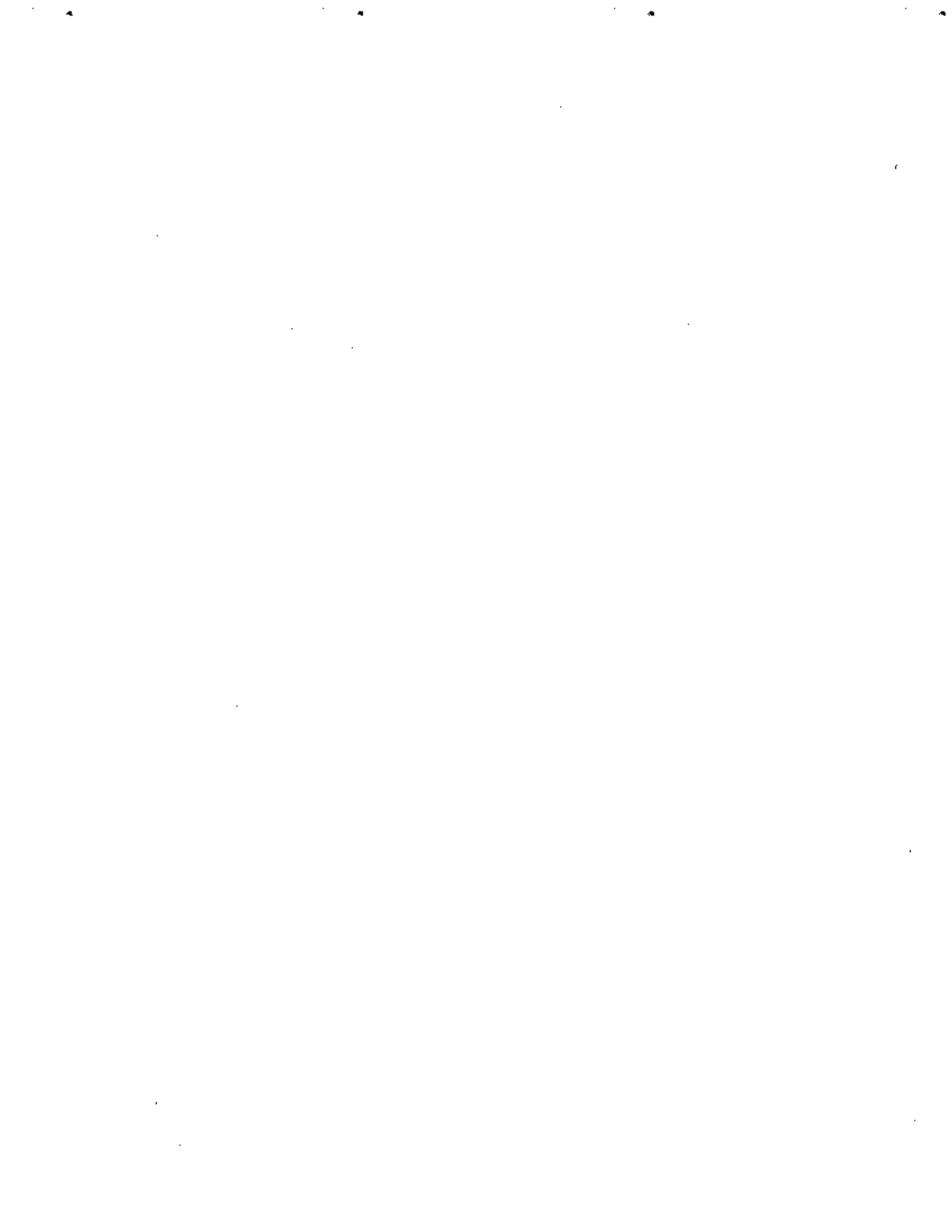
If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

Requirement	Specification of Requirement		
15.1	Flooring Underlayment	Flooring underlayment shall be laid without gaps or openings. Edges shall be sealed prior to being attached to the lowered metal floor	✓
		3/8 marine grade plywood	Minimum ✓
15.2	Floor and Floor Covering	Nonslip floor covering (not mats) or 2 mm thick commercial grant vinyl transit floor covering wherever the driver or passengers normally place their feet or utilize floor spaces to get to their seats	✓
		Seams shall be filled with color matching material so as to be tight against any influx or seepage of moisture	✓
		Flooring covering shall be thoroughly secured into position throughout the entire floor area	✓
		Shall possess anti-skid properties	✓



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15.3	Insulation	Heavy duty insulation when possible.		✓
		Shall minimize interior noise		✓
15.4	Headliner	Shall be full length		✓
16.0 DOORS				
<i>If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements</i>				
	<i>Requirement</i>	<i>Specification of Requirement</i>		
16.1	Number of Doors	4 (driver, front passenger, left and right sliding passenger)	Minimum	✓
16.2	Lockable rear door with inside lock/release.			✓
16.3	Power Lock with Remote			✓
16.4	Doorways and Openings	Vehicles shall have all opening between the engine and passenger compartments adequately sealed to prevent engine fumes from entering the passenger compartment.		✓
		All doors shall have weather shield or weather striping to prevent drafts, or inclement weather from entering the vehicle		✓
		Vehicle shall be free of rust or rusted areas which could permit the entrance of foreign substance into the interior of the vehicle.		✓
16.5	Insulation	Heavy duty insulation when possible		✓
16.6	Grab bars	Shall be on the left and right rear passenger entrances and attached to pillar		✓
16.7	Headliner	Shall cover panels on doors and body sides		✓
16.8	Running Boards			✓
17.0 WINDOWS AND WINDSHIELD				
<i>If a specific description of a required option is not listed, OEM standard is sufficient. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements</i>				
	<i>Requirement</i>	<i>Specification of Requirement</i>		
17.1	Driver's and Front Passenger Window	Lightly tinted		✓
	Passenger Windows Tint	Deep tinted		✓



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17.3	Passenger Windows	Flip open glass type windows		N/A
17.4	Power Windows	Driver and Front passenger only		✓
17.5	Windshield Wiper	Shall have at least 2 speeds or a variable speed motor		✓
17.6	Windshield Washer			✓
17.7	Rear Window Wiper			N/A

18.0 HUMAN SERVICE VEHICLE PACKAGE

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

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



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		Each of the three sides of the triangular portion of the warning device shall not be less than 17 and not more than 22 inches long, and not less than 2 and not more than 3 inches wide		✓
18.4	First Aid Kit	Kit shall be moisture and dust proof		✓
		Shall include at minimum:		✓
		Adhesive Bandage, 1 inch (2) packets	Minimum	✓
		Bandage Compress, 2 inch (2) packets	Minimum	✓
		Bandage Compress, 4 inch (4) packets	Minimum	✓
		Gauze Compress, 24 inch x 24 inch minimum (1) packet	Minimum	✓
		Triangular Bandage, 40-inch (1) packet	Minimum	✓
		All units shall be in a sanitized package		✓
18.5	Blood Borne Pathogens Kit	Kit shall be moisture and dust proof		✓
		Kit shall include at a minimum:		✓
		Vinyl Glovers (1) pair	Minimum	✓
		Red Bio Bag (1)	Minimum	✓
		Twist Tie (1)	Minimum	✓
		Facemask (1)	Minimum	✓
		Biohazard Pickup Scoop (1)	Minimum	✓
		Disinfecting or Sanitizing Wipe (2)	Minimum	✓
	First Aid Kit and Bloodborne Pathogen Kits May Be Combined if One Kit Fulfills All Requirements			✓
18.6	Emergency Exit - 10,000 pounds or less	Each HSV of 10,000 pounds or less GVWR need not have a specific emergency exit providing there are 2 separate openings where persons could exit the vehicle under normal circumstances		✓

All doors shall be capable of being opened easily from the inside and outside including the rear door of a vehicle

19.0 ACCESSIBILITY PACKAGE - FLOOR

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

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



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20.0 ACCESSIBILITY PACKAGE - REAR LOADING RAMP

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

Requirement	Specification of Requirement		
20.1	Ramp	Ramp will be in the rear of the vehicle Lift	
	Must be Lift in Transit	Rear ramp may not be attached to the exterior of the body, but shall be completely contained and securely fastened within the perimeter of the vehicle body when not in operation	
20.2	Ramp Deployment	Manual fold out	
20.3	Ramp Surface	Non-skid surface that extends across the full length and width of the ramp or bridge plate	
20.4	Ramp Width	The width of a ramp and bridge plates shall be at least 34 inches	minimum ✓
20.5	Ramp Length	The length of the ramp shall be at least 55 inches 54" only	minimum MT ✓
20.6	Ramp Weight Capacity	1,000 pounds	minimum ✓
20.7	Ramp Slope (to roadways or curbs)	Shall be 1:6 maximum as measured to ground level with the non-rail vehicle resting on a flat surface.	maximum
20.8	Ramp illumination	Illumination shall be provided at ramps, bridge plates, doorways, and boarding areas.	
		Lights shall be shielded so as not to project directly into the eyes of entering and exiting passengers	
		Illumination on walking surface of ramp shall be lighted with foot-candles (22 lux) minimum of illumination	minimum
20.9	Exterior Illumination for Ramp	Where doorways have ramps, illumination shall be 1 foot-candle (11 lux) minimum for distance of 3 feet measured beyond the outside edge of ramp or bridge plate.	✓
20.10	Control Interlock	Ramp door shall be interlocked with the vehicle transmission to ensure the vehicle cannot be shifted out of park while the door is open.	✓

21.0 ACCESSIBILITY PACKAGE - RAMP DOORWAY

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

Requirement	Specification of Requirement		
21.1	Doorway with Ramp	Vertical clearance at doorways with ramp shall be measured from the inside finished edge of the door opening to the highest point of the deployed ramp below	minimum ✓
		Vehicle clearance at doorways shall be at least 56 inches for small non-rail vehicles	minimum ✓



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21.2	Doorway Width	Doorway shall provide a clear opening of at least 32 inches	minimum	✓
21.3	Doorway Thresholds	Thresholds at doorway shall be marked by a stripe. Stripe shall be 1 inch wide minimum and contrast with the rest of the walking surface.	minimum	✓

22.0 ACCESSIBILITY PACKAGE - WHEELCHAIR POSITION AND SECUREMENT

Configuration should allow for a default 2 wheelchair positions (front and back), with the middle and rear ambulatory seat on the passenger side. A 2 passenger flip down seat is to be included in the middle row and third row when the wheelchair positions are unoccupied. Components and measurements must adhere to Wisconsin Trans 301, Federal ADA, 36 CFR Part 1192, SAE J2249, and 49 CFR part 571 and 393 requirements

Requirement	Specification of Requirement		
22.1	Wheelchair Space	There shall be two wheelchair spaces, one in front of the other	Minimum ✓
		Wheelchair spaces shall be 30 inches wide by 48 inches in length	✓
22.2	Wheelchair Securements Orientation	Wheelchair securement system shall secure the wheelchair so the occupant faces the front of the vehicle	✓
22.3	Wheelchair Securements	Each wheelchair shall be secured to the vehicle with a fastening device with sufficient strength to :	✓
		Retain the chair in the even the vehicle overturns	✓
		prevent the chair from moving	✓
		Prevent the chair's wheels from leaving the floor in the vent of a sudden stop or start	✓
		Wheelchair securement shall have a four-point securement (two in front and two in back)	✓
		Securements should be interchangeable to eliminate the confusion of a left, right, rear, or front location	✓
		The device should be a webbing belt system that secures the wheelchair to the floor	✓
		There may be no wheelchair attachment to any door	✓
		Webbing belt shall be free of any tears or damage	✓
		Webbing belt used to secure the wheelchair to the floor may not be used to secure the passenger to the wheelchair	✓
22.4	Electric Wheelchair Retractors (in front position for each wheelchair space)	Front electric securing retractors shall be electric self-tensioning and self-locking	✓
		Shall be compatible with 12 volt vehicles and intergrated into the vehicle's electrical system with a single plug connection	✓



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		A switch or button control system mounted in the rear wall of the vehicle to lock or unlock electric retractors.	✓
(Shall have a positive lock indicator that indicates when fitting is locked in anchorage	✓
		Retractors should have a low profile to allow retractors to fit under most footrests	✓
		Retractors should have a foot release lever to eliminate the stress of bending down.	✓
		Retractors shall have a floor anchorage attachment consisting of an L-Track fitting which shows a positive locking indicator along the with a four stud, double plunger attachment for added strength	✓
		The attachment device securing the wheelchair to the retractor shall have a J-style hook application for ease of attachment and to make the retractors totally universal in floor location	✓
		The retractor should be of material design to eliminate rust and corrosion	✓
22.5	Wheelchair Retractors (rear location for both wheelchair positions)	Securing retractors shall be automatic self-tensioning and self-locking	✓
		Shall have dual tensioning knobs to provide additional tensioning if needed	✓
(Shall have a positive lock indicator that indicates when fitting is locked in anchorage	✓
		Securements should be interchangeable to eliminate the confusion of a left or right	✓
		Retractors should have a low profile to allow retractors to fit under most footrests	✓
		Retractors should have a foot release lever to eliminate the stress of bending down.	✓
		Retractors shall have a floor anchorage attachment consisting of an L-Track fitting which shows a positive locking indicator along the with a four stud, double plunger attachment for added strength	✓
		The attachment device securing the wheelchair to the retractor shall have a J-style hook application for ease of attachment and to make the retractors totally universal in floor location	✓
		The retractor should be of material design to eliminate rust and corrosion	✓



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22.6	Wheelchair - Seat and Shoulder Belts	An independent lap and shoulder (3-point) restraint system which complies with 49 CFR 571.209, and ANSI/RESNA WC18 (or SAE J2249) shall be provided for each wheelchair occupant		✓
		Seat belts and shoulder belts shall not be used in place of wheelchair securement systems.		✓
		Components shall be easily identified as to their location as follows: "front" "rear" "lap" or "shoulder"		✓
		Forward facing wheelchair restraints shall have all components dynamically tested at 30mph 20g force condition, which an impact sled at a test facility such as the University of Michigan's Transportation Research Institute or a reputable equivalent, on both a child stroller type wheelchair and a battery-powered electric wheelchair		
22.7	Stowage	When wheelchair securement systems are not in use, the systems shall not protrude into the wheelchair space and shall not interfere with passenger movement or pose a hazard.		✓
		Storage container must meet 49 CFR 571.302 flammability standards		✓
22.8	Wheelchair Design Load	On non-rail vehicles with GVWR less than 30,000 lbs., wheelchair securement systems shall restrain a force in the forward longitudinal direction of 5,000 lb. minimum for each wheelchair		✓
22.9	Wheelchair Movement	Wheelchair securement system shall limit the movement of an occupied wheelchair to 2 inches maximum in any direction when secured in accordance with the manufacturer's instructions and when the vehicle is operating in a normal conditions	maximum	✓



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JON HUSTED
Ohio Secretary of State



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DEBARRED CONTRACTORS

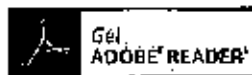
Pursuant to Ohio Revised Code section 4115.133, the office maintains a list, filed by the director of commerce, of contractors, subcontractors, and officers of contractors and subcontractors who have been prosecuted and convicted for violations of or have been found to have intentionally violated sections [4115.03](http://codes.ohio.gov/orc/4115.03) (<http://codes.ohio.gov/orc/4115.03>) to [4115.16](http://codes.ohio.gov/orc/4115.16) (<http://codes.ohio.gov/orc/4115.16>) of the Revised Code.

[Click here to view the current debarred contractors list \(PDF\)](#) (<http://globalassets/records/contractors.pdf>).

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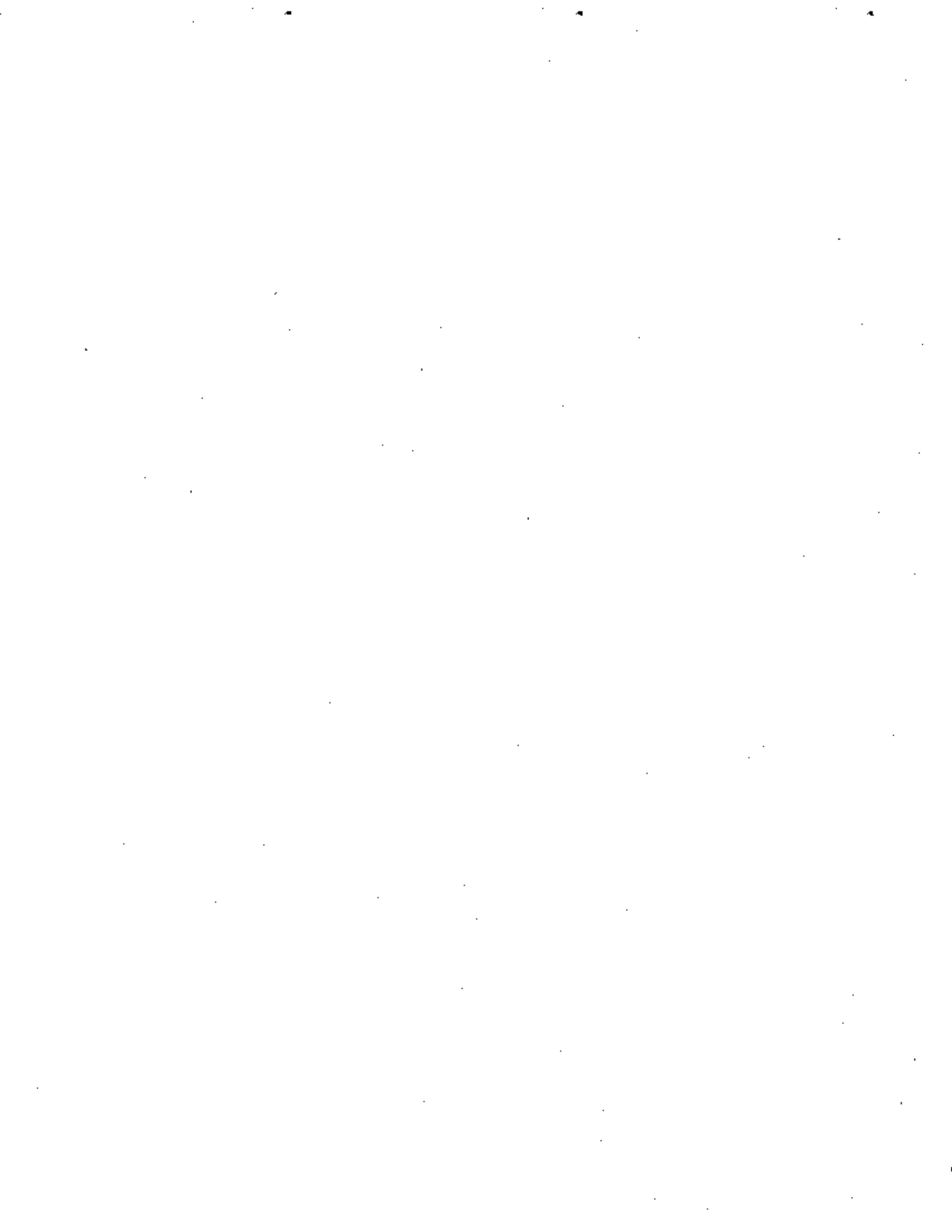
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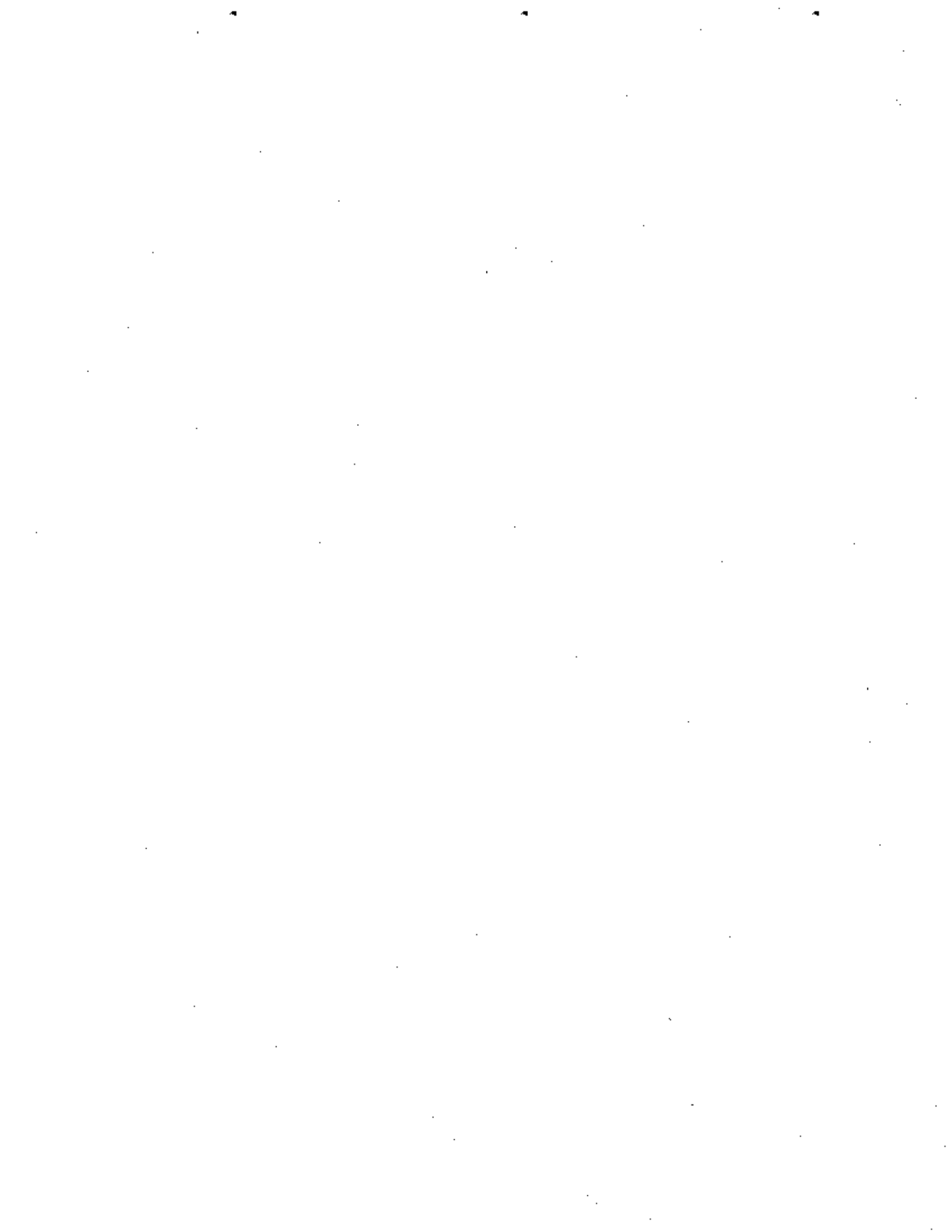


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Date Filed in Office	Disbursement Entered	Contractors, Subcontractors, & Offsets	Address	Regarding Project	Case Number
3/12/2017	7/12/16-7/12/16	Contractors, Subcontractors, & Offsets QMI Mechanical, Inc.	7502 State Route 41, PO Box 11, Covington, OH 45006	Ohio State University (Kerns) Commons Renovation	Framlin County C.P. Court No. 12 CV 00208
3/12/2017	7/12/16-7/12/16	QMI Mechanical Services, Ltd.	7502 State Route 41, PO Box 12, Covington, OH 45006	Ohio State University Kerns Commons Renovation	Framlin County C.P. Court No. 12 CV 00208
3/12/2017	7/12/16-7/12/16	David E. Miller	7502 State Route 41, PO Box 12, Covington, OH 45006	Ohio State University Kerns Commons Renovation	United States District Court, S.D., Ohio, No. 2:15-cv-2181
3/12/2017	7/12/16-7/12/16	Clara E. Miller a/k/a Debra Miller	7502 State Route 41, PO Box 12, Covington, OH 45006	Ohio State University Kerns Commons Renovation	United States District Court, S.D., Ohio No. 2:15-cv-2021





STATE OF WISCONSIN
Department of Workforce Development

Consolidated List of Debarred Contractors

This page was formerly named ERD-10908-P (Revised: 07/2016)

This list has been prepared in accordance with the provisions of § 66.0903(12) and 103.49(7), Wis. Stats., and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Jim Chiofalo, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3345. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

Cause Code: 1 = Failure to Pay Straight Time; 2 = Failure to Pay Overtime; 3 = Kickback; 4 = Payroll Records

Name of Contractor	Address	Effective Date	Termination Date	Cause Code	Date of Violation(s)	Limitations/Deviations
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Franey 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
Amle 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						
Brechtel, 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	
Duran, Bernardo	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc						
Ecodec, Inc	5106 Wintergreen Dr Madison, WI 53704	10/1/14	9/30/17	1	2011 & 2012	None	
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc						
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008-2010	None	
Froode, Kathleen M	See, Masonry Specialists II, LLC						
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc						
Gjolej, Ded	See, Horizon Bros Painting Corp						
Grade A Construction, Inc	157 Enterprise Rd	1/1/16	12/31/19	1, 2	2014	None	

Hernandez, Jesus	Delafield, WI 53018			and 4	
Horizon Bros Painting Corp	See, Quality Essential, Inc.				
JT Roofing, Inc	1053 Kendra La Howell, MI 48843	10/1/14	9/30/16	4	2012 None
Jenkins, Richard	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008 None
John's Concrete	See, Castlerock Commercial Construction, Inc				
Kott, Joseph J	See, Wagner Companies, Inc, dba John's Concrete				
Masonry Specialists II, LLC	See, Alpha Electric, LLC				
Mid-W Enterprises, Inc	5109 Briarwood Ct Racine, WI 53402	8/1/15	7/31/18	4	2014 None
Midwest Construction Co, Inc	1730 22nd Avenue Kenosha, WI 53140	6/1/15	5/31/17	1, 2 and 4	2013 None
Oden, Cassie	See, Mid-W Enterprises, Inc				
Ofstie, Darin	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc				
Peret, Robert	See, Precision Excavating and Grading, LLC				
Peshtigo Asphalt, Inc	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc				
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	W3895 Track La Peshtigo, WI 54157	3/1/16	2/28/17	1	2013-2014 None
Quality Essential, Inc.	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006-2008 None
R-Way Pumping, Inc	917 11th Ave S #4 Hopkins, MN 55343	7/1/16	6/30/19	4	2015 None
RRS2 Inc.	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008 None
	133 N Jackson St, #427	11/1/14	10/31/17	1, 2	2011-2012 None

Milwaukee, WI 53202

and 4

OR

1313 N Franklin Pl, #805

Milwaukee, WI 53202

See, JT Roofing, Inc

Thull, Gerald T

See, Mid-W Enterprises, Inc.

Ventura, Robert

See, Wagner Companies,
Inc

Wagner, Cory L

2063 Georgia Ave
Racine, WI 53404Wagner Companies, Inc, dba
John's Concrete

8/1/15

7/31/18

1

2013

None

See, Grade A Construction,
Inc

Yarash, Kathleen R

Questions about labor standards should be directed to the Department of Workforce Development Equal Rights Division.

To visit our offices:

Madison Office

201 E Washington Ave; Room A100

Madison, WI 53703

Phone: 608-266-6860 - 608-264-8752 (TTY)

Milwaukee Office

819 N. 6th St; Room 723

Milwaukee, WI 53203

Phone: 414-227-4384 - 414-227-4081 (TTY)

Our mailing addresses:

Madison Office

PO Box 8928

Madison, WI 53708-8928

Phone: 608-266-6860 - 608-264-8752 (TTY)

Milwaukee Office

PO Box 7997

Madison, WI 53707-7997

Phone: 414-227-4384 - 414-227-4081 (TTY)

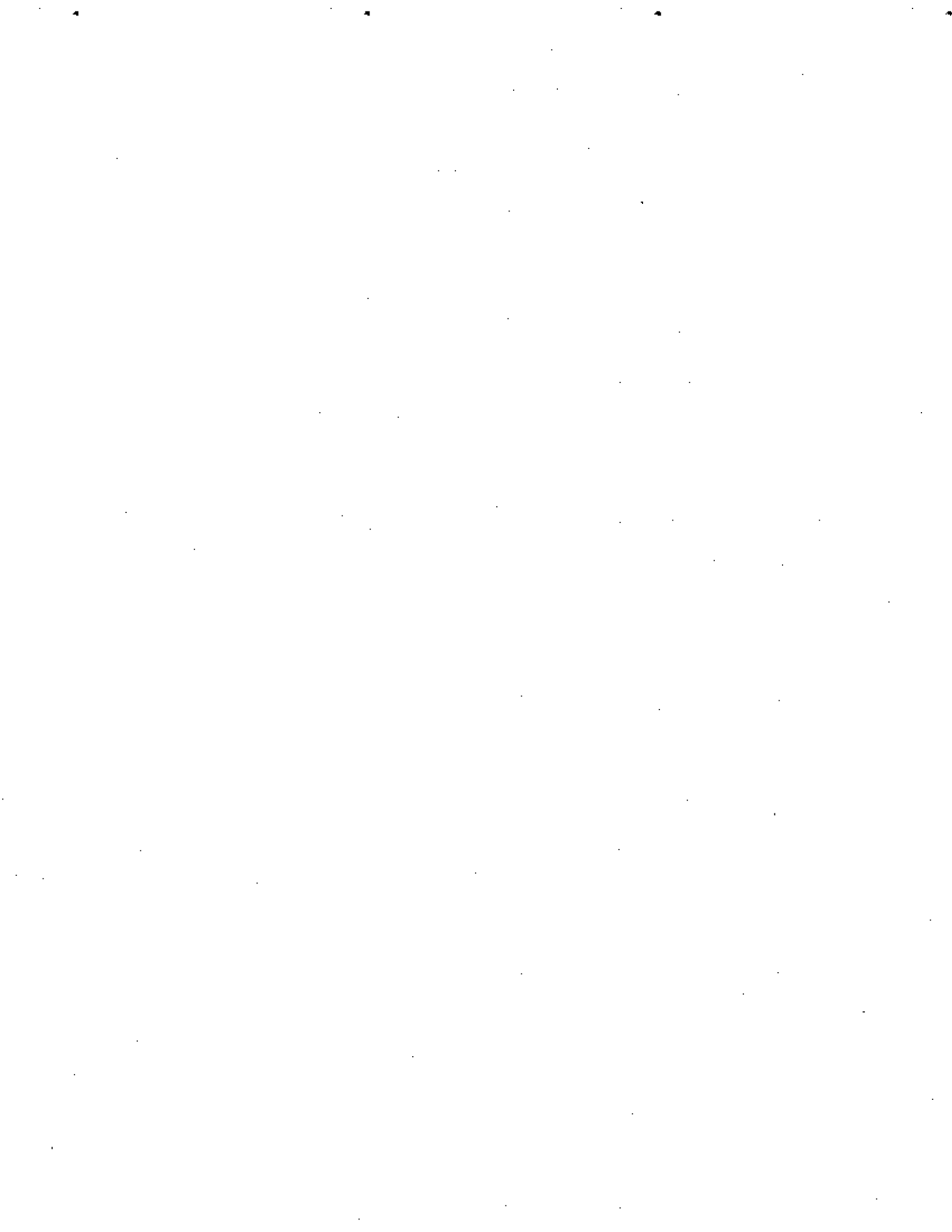
Office Hours: Monday - Friday 7:45 am - 4:30 pm

The Department of Workforce Development is an equal opportunity service provider. If you have a disability and/or have a labor standards or civil rights question and need this information in an alternate format, or need it translated to another language, please contact us at the above numbers.

DWD es un empleador y proveedor de servicios que ofrece igualdad de oportunidades. Si tiene una discapacidad y necesita ayuda con esta información, marque 7-1-1 para comunicarse con el Wisconsin Relay Service (Servicio de Retransmisión de

Wisconsin). Comuníquese con la División de Derechos Iguales al (608) 264-8752 para pedir información en un formato alternativo, incluida la traducción a otro idioma.

DWD yog ib tus tswv hauj lwm thiab muab kev pab muaj vaj huam sib luag rau sawv daws. Yog koj muaj ib tus mob xiam oob qhab tsis taus thiab xay tau kev pab rau daim ntawv no, thov hu rau 7-1-1 rau Wisconsin Relay Service. Thov hu rau Fab Saib Xyuas Kev Muaj Cai Sib Txig ntawm (608) 264-8752 mus thov kom muab daim ntawv no kho ua lwm hom kom koj nyeem tau, nrog rau qhov kom muab txhais ua lwm hom lus.



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for [login.gov](#).

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ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements coming in June.

Entity Dashboard

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Transitworks, LLC

DUNS: 205210001 CAGE Code: 7YMM3
Status: Active

Expiration Date: 01/04/2019

Purpose of Registration: All Awards

1090 W Wilbeth Rd
Akron, OH, 44314-1945,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Transitworks, LLC
Business Type: Business or Organization
Last Updated By: Anne Rosenthal
Registration Status: Active
Activation Date: 01/04/2018
Expiration Date: 01/04/2019

Exclusion Summary

Active Exclusion Records? No



IBM v1.P.14.20180629-11.D5

WWW5

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Patterson, Katherine M - DOT

From: Cliff Walker <CWalker@thebuscenter.com>
Sent: Monday, July 16, 2018 1:22 PM
To: Patterson, Katherine M - DOT
Subject: RE: WisDOT Human Service Vehicle Bid #150164 - Reference Check for Transit Works

See below

Cliff Walker
Commercial Sales

THE BUS CENTER

3512 Bill Smith Drive | Murfreesboro, TN 37129
615.649.2985 [Cell]
615.278.4410 [Local]
800.322.4024 [Toll Free]
615.890.6387 [Fax]



From: Patterson, Katherine M - DOT <Katherine.Patterson@dot.wi.gov>
Sent: Monday, July 16, 2018 11:33 AM
Cc: Tessmann, Danette - DOT <Danette.Tessmann@dot.wi.gov>
Subject: WisDOT Human Service Vehicle Bid #150164 - Reference Check for Transit Works

Good morning,

The Wisconsin Department of Transportation has solicited bids for a Human Service Vehicle – **Transit/Bariatric Vehicle (Ford Transit)**, and **Transit Works** has submitted a bid and has listed your company as a reference. Would you take a few moments to answer the following questions regarding the vendor. Your email response is appreciated by Friday July, 20th if possible.

- a.) Has the vendor performed satisfactorily on contracts with your company? YES
- b.) Were there any incidents that would bring the vendor's present responsibility and technical capability into question? NO, concerns, if any were addressed satisfactorily.
- c.) Did the vendor have the financial and technical capabilities of performing the contract? YES
- d.) Does the vendor have any outstanding code violations, improper business practices, or similar history of non-compliance? NO

e.) Did you use any references (e.g., Better Business Bureau, Business Licenses, Dunn and Bradstreet, etc.) to determine vendor responsibility? If so, please list references used. Yes, other Bus/Van Dealer references. I don't recall off hand who those were since it was 5 years ago (when we started our relationship).

Thank you for your input. Please let me know if you have any questions.

Katie

Katie Patterson

Transit Section Lead Worker ~ Compliance and Oversight

Bureau of Transit, Local Roads, Railroads and Harbors

Wisconsin Department of Transportation

4822 Madison Yards Way, Sixth Floor South

Madison, WI 53705

katherine.patterson@dot.wi.gov

(608) 264-7335

Patterson, Katherine M - DOT

From: Ellis, Lisa <Lisa.Ellis@TheMentorNetwork.com>
Sent: Monday, July 16, 2018 11:52 AM
To: Patterson, Katherine M - DOT
Subject: FW: WisDOT Human Service Vehicle Bid #150164 - Reference Check for Transit Works

Good Morning

Per your request – I answered the questions below –

Thank you,
Lisa Ellis, Fleet Manager
The Mentor Network
6600 France Ave So #500
Edina, MN 55435
952-925-8027

From: Patterson, Katherine M - DOT [<mailto:Katherine.Patterson@dot.wi.gov>]
Sent: Monday, July 16, 2018 11:33 AM
Cc: Tessmann, Danette - DOT
Subject: WisDOT Human Service Vehicle Bid #150164 - Reference Check for Transit Works

Good morning,

The Wisconsin Department of Transportation has solicited bids for a **Human Service Vehicle – Transit/Barlatic Vehicle (Ford Transit)**, and **Transit Works** has submitted a bid and has listed your company as a reference. Would you take a few moments to answer the following questions regarding the vendor. Your email response is appreciated by Friday July, 20th if possible.

- a.) Has the vendor performed satisfactorily on contracts with your company? - Yes
- b.) Were there any incidents that would bring the vendor's present responsibility and technical capability into question? - No
- c.) Did the vendor have the financial and technical capabilities of performing the contract? - Yes
- d.) Does the vendor have any outstanding code violations, improper business practices, or similar history of non-compliance? - No
- e.) Did you use any references (e.g., Better Business Bureau, Business Licenses, Dunn and Bradstreet, etc.) to determine vendor responsibility? If so, please list references used. – our supplier Automotive Rentals recommended **Transit Works**.

Thank you for your input. Please let me know if you have any questions.

Katie

Katie Patterson

Transit Section Lead Worker – Compliance and Oversight

Bureau of Transit, Local Roads, Railroads and Harbors

Wisconsin Department of Transportation

4822 Madison Yards Way, Sixth Floor South

Madison, WI 53705

katherine.patterson@dot.wi.gov

(608) 264-7335