



Proven Quality.
Trusted Name.

Transportation Equipment Sales Corporation

August 12, 2020

Wisconsin Dept of Transportation
Bureau of Transit, Local Roads, Railroads and Harbors
4822 Madison Yards Way
PO Box 7913
Madison WI 53705

RE: RFP #510366 Human Service Vehicles – Medium Buses and Rear Load Wagons

Thank you for the opportunity to bid on WiDOT's purchase of Human Service Vehicles for sub-recipients.

We are pleased to present the following vehicle for your consideration to meet or exceed your requested specifications:

- Line 9 of RFP: 2021 Elkhart Coach ECII/ Ford E450
- Line 11 of RFP: 2021 Elkhart Coach ECII/ Ford E450

We appreciate the opportunity to work with you on this contract.

Sincerely,



Jeffrey P. Pappas
Vice-President

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
 AUTO DEALERS EXPANDED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Prior Damages Disclosure Statute Coverage**
- D. Fellow Employee Exclusion Amendment**
- E. Damage To Premises Rented To You**
 - Limit increased to \$500,000
- F. Additional Coverages**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
 - Economic Loss Coverage
 - Fraudulent, Forged or Counterfeit Title Coverage
 - Lemon Law Statute Coverage
- G. Airbag Coverage - Accidental Discharge**
- H. Amendment to Exclusion:**
 - Permanently Installed Cellular telephones and accessories used with such equipment
- I. Knowledge and Notice of an Accident, Claim or Suit**
- J. Unintentional Failure To Disclose Hazards**
- K. Worldwide Coverage**

In addition to the policy amendments contained in A. through J. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Auto Dealers Expanded Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION I - COVERED AUTOS COVERAGES,
 item **D. Covered Autos Liability Coverage, 2.**
Who Is An Insured is amended to include the following additional paragraphs:

- e. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

 However, "insured" does not include any subsidiary that is an "insured"

under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

- f. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- g. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTARY PAYMENTS

SECTION I - COVERED AUTOS COVERAGES, item D. Covered Autos Liability Coverage, 3. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. PRIOR DAMAGE DISCLOSURE STATUTE COVERAGE

SECTION I - COVERED AUTOS COVERAGES, item D. Covered Autos Liability Coverage is amended to include the following coverage:

6. Prior Damage Disclosure Statute Coverage

We will pay those sums an "insured" legally must pay as damages because of an error or omission resulting in the failure to comply with any Federal or state statute which pertains to the disclosure of prior damage. However, we will pay no more than the difference between:

- (1) The market value of the "auto" as represented when sold to your customer; and
- (2) The market value of the "auto" in the actual condition which existed at the time of sale.

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements.

We will not pay for damages in any one occurrence until the amount of damages exceeds \$250. We will then pay the amount of damages in excess of \$250 up to the limit of insurance. The most we will pay for the sum of all damages during the policy period under this coverage is \$10,000. If the policy period is longer than one year, a separate limit of \$10,000 applies to each consecutive twelve month period, starting with the beginning of the policy period shown in the Declarations.

This insurance does not apply to any claim or "suit" arising out of any dishonest, fraudulent, criminal or intentional act or acts committed by the "insured", any partners, officers, employees or agents of the "insured" whether acting alone or in collusion with others.

D. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION I - COVERED AUTOS COVERAGES, item D. Covered Autos Liability Coverage item 4. Exclusions, e. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

E. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION II - GENERAL LIABILITY COVERAGES, A. Bodily Injury And Property Damage Liability, item 2. Exclusions**, the last paragraph of item 2. Exclusions is replaced with the following:

Exclusions c. through o. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage described in **F. Limits Of Insurance - General Liability Coverages, paragraph 5.**

F. ADDITIONAL COVERAGES

SECTION I - COVERED AUTOS COVERAGES, item F. - **Physical Damage Coverage, 1. Coverage** is amended to include the following coverages:

c. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

d. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

e. We will pay the expense of returning a stolen covered "auto" to you.

f. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

g. Economic Loss Coverage

We will pay for "economic loss" caused by the collision or overturn of a covered "auto", including collision or overturn as a result of theft, provided that the cost to repair the "auto" exceeds 10% of the "actual dealer cost."

We will only pay for "economic loss" if the "auto":

- (1) Is a private passenger vehicle or truck type of 10,000 GVW or less;
- (2) Has not been previously titled and registered; and
- (3) Has an odometer reading of less than 6,000 miles.

The most we will pay for "economic loss" to any covered "auto" is \$1,000 or 10% of the "actual dealer cost", whichever is less. The "auto" must be of a type designated as a covered "auto" for Collision Coverage under Item Seven of the Garage Coverage Form - Auto Dealers' Supplementary Schedule.

The following words have special meaning for this coverage:

- (1) "Economic loss" means the difference between the "actual selling price" of a repaired covered "auto" and the "actual dealer cost", when the "actual selling price" is less than the "actual dealer cost."
- (2) "Actual selling price" means the final retail or wholesale selling price of the "auto", excluding charges for taxes, title, registration and tags. If the "auto" is not repaired prior to sale, "actual selling price" must include the appraised value of collision damages.
- (3) "Actual dealer cost" means the amount of the dealer invoice plus the cost of any dealer installed (including subcontractor installed) accessories and enhancements, exclusive of profit, factory hold back, advertising and overhead expense.

h. Fraudulent, Forged or Counterfeit Title Coverage

We will pay for "loss" due to the acceptance, in good faith, in exchange for merchandise, money or services, any "title" to an "auto", if the "title" is proven to be fraudulent, counterfeit or forged, and a criminal warrant is obtained for the arrest of the person or persons fraudulently executing the "title."

The most we will pay for "loss" under this coverage is the lesser of:

- (1) The amount the "insured" paid to acquire "title" to the "auto"; or

- (2) The Average Trade in value of the "auto" as shown in the most current NADA Used Car Guide.

This insurance does not apply to:

- (1) Any "loss" arising out of any dishonest, fraudulent, criminal or intentional act committed by the "insured", or any partners, officers, employees, stockholders, agents of the "insured."
- (2) Any "loss" where a "title" is fraudulent solely because a lien or security interest against the "auto" was not recorded.

The following words have special meaning for this coverage only:

- (1) "Title" means a written documentation of ownership issued by a governmental authority.
- (2) "Loss" means the required return of an "auto" to its rightful owner after the "insured" has acquired it by accepting a fraudulent, counterfeit or forged "title."

i. Lemon Law Statute Coverage

We will pay all sums an "insured" legally must pay as damages, or pay you for damages you incur, due solely to the application of any statute permitting the buyer of an automobile sold by you to return the automobile to you if the automobile fails to perform satisfactorily.

We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the applicable limit of insurance has been exhausted by payment of judgments or settlements or when the manufacturer of the automobile assumes defense or settlement of the claim or "suit" made against you.

We will not pay for damages in any one occurrence until the amount of damages exceeds \$250. We will then pay the amount of damages in excess of \$250 up to the limit of insurance. The most we will pay for the sum of all damages during the policy period under this coverage is \$10,000. If the policy period is longer than one year, a separate limit of

\$10,000 applies to each consecutive twelve month period, starting with the beginning of the policy period shown in the Declarations.

This coverage does not apply to damages because of (a) the recall of an automobile due to a known or suspected defect, (b) any dishonest, fraudulent, intentional or criminal act committed by any insured, or (c) an accident. This coverage is excess over any other valid and collectible insurance.

G. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION I - COVERED AUTOS COVERAGES, item F. - Physical Damage Coverage, 3. Exclusions, subparagraph f.(1) is deleted and replaced with the following:

- (1) Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

H. AMENDMENT TO EXCLUSION

SECTION I - COVERED AUTOS COVERAGES, item F. - Physical Damage Coverage, 3. Exclusions, the following paragraph is added:

Exclusions **b.(5)** and **b.(6)** do not apply to:

Cellular telephones and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

I. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions,** is amended to include the following additional paragraph:

This requirement applies when the "accident," claim, "suit", offense, "loss" or "act, error or Omission" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

J. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - CONDITIONS, B. General Conditions, 2.Concealment, Misrepresentation Or

Fraud is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

K. WORLDWIDE COVERAGE

SECTION IV - CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, is amended to include the following:

- (6) For short-term (30 days or less) hired autos, the coverage territory is anywhere in the world, provided that if the insured's responsibility to pay damages is determined in a "suit" that "suit" is brought in the territory described in items **7.(1) - (4)**.

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

ADDENDUM NO. 1

REQUEST FOR BID NO. 510366


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

DATE 7/24/2020

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

REVISION:

See attached.

Received Addendum 1, 2, 3.


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



Signature

8/11/20

Date

For further information concerning
this addendum contact:

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

Phone: 608-264-7204



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 DOAS	Solicitation Title HUMAN SERVICE VEHICLES – MEDIUM BUSES AND REAR LOAD WAGONS	Solicitation Reference Number RFB 510366
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Section 1: Bidder Information		
Bidder/Proposer Company Name: Transportation Equipment Sales Corporation		
E-Mail Address: jpappas@tescobus.com		
Phone Number: 419-720-7451	Toll Free Phone: 800-227-3572	Fax: 419-836-8460
Address: 6401 Seaman Rd.		
City: Oregon	State: OH	Zip: 43616
Mailing Address for Purchase Orders (if different than above)		
Address: PO Box 167230		
City: Oregon	State: OH	Zip: 43616-7230

Section 2: Bidder Contacts	
List the name and title of the person to contact for questions related to each of the topics below:	
Bid/Proposal Jeff Pappas VP Email: jpappas@tescobus.com	Phone: 419-740-7451
Affirmative Action Plan Jeff Pappas VP Email: jpappas@tescobus.com	Phone: 419-740-7451
Orders and billing Diane Krueger Order Mgr Email: dkrueger@tescobus.com	Phone: 419-720-7411

Section 3: Bidder Reference

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

Company Name:

Ohio Department of Transportation

Address (including City, State, Zip):

1980 West Broad Street, Columbus, OH 43223

Contact Person:

Dave Seech

E-Mail Address:

dave.seech@dot.state.oh.us

Phone:

614-644-7237

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

TESCO currently provides light duty cutaway buses and low floor cutaways to the State of Ohio for the state's implementation of the FTA 5310, 5311, etc programs. ODOT has delivery terms of 180 days

Company Name:

PARTA

Address (including City, State, Zip):

2000 Summit Rd., Kent OH 44240

Contact Person:

Brian Trautman

E-Mail Address:

btrautman@partaonline.org

Phone:

330-676-6188

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

TESCO currently provides heavy duty low floor transit buses manufactured by ENC to Portage Area RTA after being awarded the contract. To date, all milestones have been reached for all orders. The delivery timeframe for heavy duty buses is 12-13 months.

Company Name:

LakeTran

Address (including City, State, Zip):

555 Lakeshore Blvd, Painsville Twp OH 44077

Contact Person:

Ben Capelle

E-Mail Address:

bcapelle@laketrans.com

Phone:

440-350-1001

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

TESCO currently provides body on chassis paratransit vehicles manufactured by Turtle Top to Laketrans. Laketrans is the regional transit authority in the eastern part of the Cleveland metropolitan area.

Company Name:

State of Kentucky / RTEC

Address (including City, State, Zip):

100 Main Street, Mount Vernon KY 40456

Contact Person:

James Phillips

E-Mail Address:

James@4rtec.com

Phone:

606-256-9835

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

TESCO was awarded the Kentucky State contract for the Ford Transit van all passenger vehicle. This contract is administered by RTEC.

Section 4: Designation of Confidential and Proprietary Information

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

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

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

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

We request that the following pages not be released:

Section	Page #	Topic

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

In the event the designation of confidentiality of this information is challenged, the bidder/proposer hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreeing to withhold the materials.

The state considers other markings of confidential in the bid/proposal document to be insufficient. The bidder/proposer agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Agency Only:

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

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

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

Interested municipalities:

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

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

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

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

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

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

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

Special Conditions (if applicable):

Section 6: Bidder Identification (Check all that apply)

- We claim minority bidder preference [Wis. Stats. 16.75(3m) (b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**
- We claim disabled veteran owned business bidder preference [Wis. Stats. 16.75(3m) (b)(3)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Disabled Veteran Owned Businesses. Bidder must be certified by the Wisconsin Supplier Diversity Program. If you have questions concerning the certification process, contact the Wisconsin Supplier Diversity Program, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 267-9550. **Does Not Apply to Printing Bids.**
- We are a work center certified under Wis. Stats. S. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, WI 53703, (608) 266-5462.

Section 7: Bidder Certifications

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

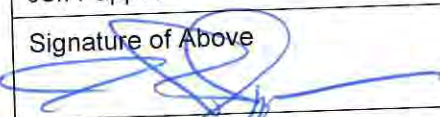
We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition, that no attempt has been made to induce any other person or firm to submit or not to submit a bid, that this bid has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

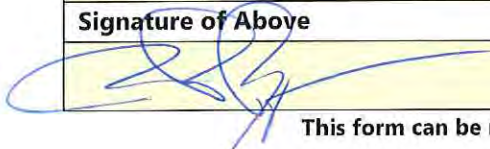
We certify that we are not currently engaged in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). Should we be awarded a contract, we understand that future engagement in a boycott of the State of Israel may result in contract termination.

We certify that we are in compliance with applicable State of Wisconsin non-discrimination/affirmative action requirements as described in State Standard Terms and Conditions, form DOA-3054.

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

Section 8: Bidder Signature

Name of Authorized Company Representative: Jeff Pappas	Title: Vice President	Phone: 419-720-7451	Fax: 419-836-8460
Signature of Above 	Date: 8-12-2020	Email: jpappas@tescobus.com	

BIDS MUST BE SEALED & ADDRESSED TO: https://esupplier.wi.gov/		<input type="checkbox"/> Remove from bidder list for this commodity/service. (Return this page only.)		
REQUEST FOR BID THIS IS NOT AN ORDER		Bid documents must be plainly marked with due date and Request for Bid #510366		
BIDDER Name and Address ↓		BIDS MUST BE IN ESUPPLIER NO LATER THAN: 8/12/2020, 2:00 P.M. CST		
TESCO 6401 Seaman Rd PO Box 167230 Oregon, OH 43616-7230		Name	Transportation Equipment Sales Corp. (TESCO)	
		Phone	419-836-2835	Date 8/11/20
		Quote Price and Delivery FOB	Sub-recipient location anywhere in state of Wisconsin	
Item No.	Quantity	Description	Price Per Unit	Total
Line 9	1	Medium Bus 12/2 - 10/2 - 8/3 Pass Seating	\$70,274	\$70,274
Line 11	1	Medium Bus 14/1 - 12/2 - 10/3 Pass Seating	\$71,115	\$71,115
			\$	\$
Payment Terms	COD		Delivery Time (Days)	60 to 90 Days ROO
<input type="checkbox"/> We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-5462.				
Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown				
In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury. We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.				
Name of Authorized Company Representative		Title		Phone
Jeff Pappas		Vice-President		419-720-7451
Signature of Above		Date	Email:	
		8/11/20	jpappas@tescobus.com	

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

STATE OF WISCONSIN

REQUEST FOR BIDS (RFB) #510366 FOR HUMAN SERVICE VEHICLES – MEDIUM BUSES AND REAR LOAD WAGONS

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Required Documents Included as Separate Attachments

APPENDIX A - BIDDERS REQUIRED FORM (DOA-3832)
APPENDIX F - PRICE SHEET
APPENDIX G - VEHICLE DRAWING SPEC
VEHICLE SPECIFICATIONS

1.0 GENERAL INFORMATION AND SCOPE

1.1 PURPOSE OF THE REQUEST FOR BIDS

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

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

1.2 DEFINITIONS

The following definitions are used throughout the RFB documents:

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

1.3 SCOPE

The vehicles bid for this solicitation shall be model year 2020 or newer. All component parts in the manufacturing of vehicles shall be also new.

- Line 9: Medium Bus, Accessible, Gas (12/0 - 10/2 - 8/3 Passenger Seating)
- Line 10: Medium Bus, Accessible, Gas (12/0 - 10/2 - 8/3 Passenger Seating) Honeycomb
- Line 11: Medium Bus, Accessible, Gas (14/1 - 12/2 - 10/3 Passenger Seating)
- Line 12: Medium Bus, Accessible, Gas (14/1 - 12/2 - 10/3 Passenger Seating) Honeycomb

- Line 2: Wagon/Van, Accessible, Gas, Rear Load Ramp (4/2 Passenger Seating)

1.4 OVERVIEW OF ADMINISTRATIVE AGENCY

The Department of Administration performs administrative and executive functions for the State of Wisconsin.

1.5 IMPROVEMENTS

WisDOT recently polled sub-recipients and determined that the following components were in need of improvement for this solicitation. These components or areas of construction should be a major focus when submitting a bid to WisDOT in order to reduce the issues and complaints that are routinely received for this vehicle type.

- 1.5.1 Electrical issues and wiring issues
- 1.5.2 Leaking air condition units
- 1.5.3 Drafty vehicles (low insulation, doors and windows not sealed tight)
- 1.5.4 Rust issues (body, battery units, bolts)
- 1.5.5 Sealing issues (roof and window leaks)
- 1.5.6 Reliability of wheelchair lift

1.6 CONTRACT TERM

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

- 1.6.1 The initial term for this contract will be for a one-year period with four 1-year renewal options. Renewal options must be authorized by a mutual agreement of the Contractor and WisDOT
- 1.6.2 As required by Wisconsin Statutes, continuance of a contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds and the termination of the contract by lack of appropriation shall be without penalty to WisDOT. WisDOT does not guarantee to purchase any specific quantity during each contract term.

1.7 COOPERATIVE PURCHASING/VENDOR AGREEMENT

Wisconsin Statutes (s. 16.73, Wis. Stats.) established authority to allow Wisconsin Municipalities to purchase from State contracts. For cooperative bidding purposes, a Vendor Agreement is highly desired for this RFB. Please complete the Vendor Document (DOA 3832) portion of this package and return with your bid. Additional units may be purchased by agreeing to extend the contract to other state agencies and municipalities.

1.8 ESUPPLIER REGISTRATION

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

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

1.9 ENDORSEMENTS, TESTIMONIALS, AND PROMOTIONAL ACTIVITIES

Any unauthorized reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any agency or other subunits of Wisconsin state government, or any state official or employee, for commercial promotion is strictly prohibited.

2.0 BID PROCEDURES AND INSTRUCTIONS

2.1 REASONABLE ACCOMMODATIONS

The Department will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a bid opening/vendor conference, contact John Remy, Purchasing Agent, john.remy@dot.wi.gov or 608-264-7204

2.2 BID DOCUMENT REQUIREMENTS

Submit the following required materials through eSupplier. Failure to provide these additional documents with your bid submittal may disqualify your bid. Emailed, mailed, or hand delivered bids will not be accepted.

- 2.2.1** Bidder Required Form (DOA 3832)
- 2.2.2** Bid signature page (*Included in this document*)

- 2.2.3 Addendum signature Page, if applicable
- 2.2.4 Vendor responsibilities for delivery, inspection, and acceptance (*Included in this document*)
- 2.2.5 Price sheet (*Excel document*)
- 2.2.6 Vehicle drawing specifications (*Word document*)
- 2.2.7 Bid opportunity list (*Included in this document*)
- 2.2.8 Signed Federal certifications and clauses (*Included in this document*)
- 2.2.9 Vehicle information per specification requirements (*attach your own documents*)
- 2.2.10 Complete specifications that **include an itemized component list for each vehicle**. Vendors may include the generic brochure from the manufacturer **in addition** to the itemized component list. (*attach your own documents*)
- 2.2.11 Manufacturer's/Bidder's warranty statement (*attach your own documents*)

2.3 BID SUBMISSION

Vendors must submit their bids and all required documents electronically through the Wisconsin eSupplier Portal.

- 2.3.1 Bids must be complete and on-time. No late bids will be accepted.
- 2.3.2 Emailed, mailed, or hand delivered bids will not be accepted.

2.4 METHOD OF AWARD

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

2.5 CALENDAR OF EVENTS

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

Date	Event
07/10/2020	Solicitation released on eSupplier
07/22/2020	Last day for submitting "Approved Equal" requests and written questions

07/24/2010	Amendments will be Posted to eSupplier which will include answers to "Approved Equal" requests, answers to questions, and/or revisions to the solicitation
08/12/2020	Bid(s) due date, 2:00 p.m. CST on eSupplier
08/12/2020	<p>Bid(s) opening, 2:30 p.m. CST Virtual Meeting.</p> <p>Link to Skype Meeting: https://meet.dot.wi.gov/katherine.patterson/H535BHY7</p> <p>Or, Join by phone</p> <p>Phone Number: (608) 316-9000 Passcode/PIN: 18009049# Conference ID: 18009049</p>

2.6 UNIT PRICE

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

- 2.6.1** The quantity of "1 each" listed for the line item on the bid unit price sheet does not necessarily represent the quantity to be ordered but are for bid unit price evaluation purposes only.
- 2.6.2** For purposes of calculating the rate for option years for this RFB, include an annual rate increase of 2% each year for the remaining four option years (automatically calculated in the Excel document). **These rates are for evaluation and FTA procurement requirement purposes only** and do not affect or will be totaled to determine the lowest responsible bid price.
- 2.6.3** Price quoted should include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to the outlined specifications.
- 2.6.3.1** It is the intention of these specifications to provide and require a complete vehicle of the type prescribed ready for immediate operation.
- 2.6.3.2** Any items omitted from the specification that are clearly necessary for the completion and operation of such equipment and its appurtenances shall be considered a portion of such equipment although not directly specified or called for in the specifications.

2.7 ESTIMATED QUANTITIES

Estimations for WisDOT’s projected needs are detailed below. These numbers are estimates only and do not guarantee a minimum or maximum number of vehicles ordered off the contract as programs and funding are ongoing and subject to change. Estimates are based on the number of vehicles ordered and delivered from the HSV contract in CY2019. 12/2 bus quantities are our best guess based on large bus orders and interest from sub-recipients.

	Contract Year June 2020 – May 2021	Optional Yr. One June 2021 – May 2022	Optional Yr. Two June 2022 – May 2023	Optional Yr. Three June 2023 – May 2024	Optional Yr. Four June 2024 – May 2025	TOTALS
Med. Bus 10/2	22	22	22	22	22	110
Med. Bus 10/2 Honey	5	6	6	6	6	29
Med. Bus 12/2	10	10	10	10	10	50
Med. Bus 12/2 Honey	5	5	5	5	5	25
Rear Load Van/Wagon	25	25	26	26	27	129

2.8 SIGNED REQUEST FOR BID SHEET

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

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

- 2.8.1** The vendor's organization or an agent of the vendor's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition
- 2.8.2** The prices quoted in the bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and

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

2.9 MULTIPLE BIDS

Multiple bids from a vendor will be permissible, however each bid must conform fully to the requirements for bid submission. Each such bid must be labeled as Bid #1, Bid #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple bids.

Vendor must submit all documents and certificates for each bid submission in separate packets and cannot double up on submitting one packet of required information for multiple bids.

2.10 INCURRING COSTS

The State of Wisconsin is not liable for any cost incurred by a vendor in the process of responding to this RFB.

2.11 QUESTIONS AND APPROVED EQUAL REQUESTS

Any questions or approved equal requests concerning this RFB must be submitted in writing on or before **2:00 p.m. (CST), 07/22/2020 via eSupplier. Questions sent directly to WisDOT Transit personnel will not be addressed.**

- 2.11.1** Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFB document or the attached State of Wisconsin Contract at this point in the RFB process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the above-named individual of such error and request modification or clarification of the RFB document.

- 2.11.2** When not bidding on all particulars as specified, the bidder may offer that product to be an "or equal" product. All "or equal" alternate bids shall be pre-approved by a formal written bid amendment. Any requests must be fully supported by technical data, test results, or other pertinent information or evidence that the substitute offered is equal or better than the specification requirement.

Failure to provide product information by **07/22/2020** will result in disqualification of the "or equal" alternate bid. The Department of Transportation will be the sole judge of equivalency and acceptability.

- 2.11.3** In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, addendums or revisions will be posted on eSupplier.

- 2.11.4** From the date of release of this RFB, until a Letter of Intent is issued, all contacts with Department of Transportation regarding this RFB shall be made through the Purchasing

Section. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other considerations.

- 2.11.5** Each bid shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

2.12 NEWS RELEASES

News releases pertaining to the RFB or to the acceptance, rejection, or evaluation of bids shall not be made without the prior written approval of the State.

2.13 WISCONSIN PUBLIC RECORDS LAW

WisDOT and all records it retains are subject to Wisconsin Public Records law, sec. 19.31, et seq, Wis. Stats. WisDOT will advise bidder request for records it has designated as proprietary or confidential.

2.14 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

If the bidder designates any information in the bid as proprietary and/or confidential, the bidder must submit, in addition to the documents listed in 2.2, one electronic copy of the bid with all proprietary and/or information redacted.

- 2.14.1** This copy should be clearly marked as "REDACTED COPY" and submitted via eSupplier. The documents should be saved as a Microsoft Word, Adobe PDF, or Microsoft Excel format.

2.15 ORDER OF PRECEDENCE

In the event of contract award, the contents of the RFB (including attachments), RFB addenda and revisions, the bid response from successful bidder, and additional terms agreed to, in writing, by WisDOT and the contractor shall become part of the contract.

- 2.15.1** The following priority for contract documents will be used if there are conflicts or disputes:

- 2.15.1.1** First: Contract award document
- 2.15.1.2** Second: Official purchase order
- 2.15.1.3** Third: Bid response as accepted by WisDOT
- 2.15.1.4** Fourth: WisDOT request for bid

3.0 BID ACCEPTANCE, EVALUATION AND CONTRACT AWARD

3.1 BID OPENING

Bids will be opened at 2:30 p.m. (CST) on **08/12/2020** Bid(s) opening, Virtual Meeting at:

Link to Skype Meeting: <https://meet.dot.wi.gov/katherine.patterson/H535BHY7>

Or, Join by phone

Phone Number: (608) 316-9000

Passcode/PIN: 18009049#

Conference ID: 18009049

3.2 BID ACCEPTANCE

Bids which do not comply with instructions or are unable to comply with specifications contained in this RFB may be rejected by the State. The State retains the right to accept or reject any or all bids or accept or reject any part of a bid deemed to be in the best interest of the State. The State shall be the sole judge as to compliance with the instructions contained in this RFB.

3.3 BID EVALUATION

Bids will be evaluated by the Department's purchasing agent and program manager to verify that they meet all specified requirements in this RFB. This verification may include requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed products(s) and/or service(s), and reviewing results of past awards to the vendor by the State of Wisconsin.

3.4 BID ACCEPTANCE

WisDOT reserves the right to reject any or all bids and to re-advertise solicitation if necessary.

3.5 CONTRACT AWARD

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

3.5.1 Contractors shall not accept purchase orders from sub-recipients until contracts are executed by WisDOT.

4.0 SPECIAL TERMS AND CONDITIONS

4.1 ORDERING

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

- 4.1.1 Additional ordering from municipalities may occur provided a contract is active. WisDOT approval must be granted prior to the contractor's acceptance of a purchase order.
- 4.1.2 Purchase orders should be made on a vehicle-by-vehicle basis
- 4.1.3 WisDOT staff must be included on email or informed of any purchase order from a sub-recipient or a municipality.

4.2 DELIVERY

All documents must show the legal name of the sub-recipient. Below is a general list of required documents to be issued at time of delivery. These documents may change depending on funding program and sub-recipient.

- 4.2.1 When a delivery date cannot be met, contractors will contact WisDOT in writing a minimum of 15 days prior to the expected delivery date. Purchase orders or contracts may be cancelled without any cost or penalty to the ordering agency if the delivery is late or not revised in writing by WisDOT.
- 4.2.2 The vehicle shall be delivered FOB to the destination shown on the purchase order, fully equipped in accordance with the specifications submitted in bid.
- 4.2.3 **Prior notice of intent to deliver vehicles must be given, at least one day in advance, to the contact person designated by the WisDOT Transit Section on its purchase order, during normal business hours**
 - 4.2.3.1 Required delivery documents may change by funding program, type, and sub-recipient, so it is best to check with Transit Staff before vehicle is delivered.
- 4.2.4 Certificate of Origin/Manufacturer's Certificate for the chassis
- 4.2.5 Buy America Certificate and Documentation
 - 4.2.5.1 A final list of major components and sub-assemblies made in the U.S. and the calculated percentage for each item of total manufacturer's cost. Supplier can furnish this list, but must list percentages of components as indicated in the federal certificates in **Appendix D**.
 - 4.2.5.2 The final assembly location (city, state, country)
 - 4.2.5.3 A list of the actual activities that took place during the final assembly
 - 4.2.5.4 The total cost of final assembly
- 4.2.6 FMVSS Certificate and Documentation
 - 4.2.6.1 Show sub-recipient location of FMVSS sticker
- 4.2.7 Purchasers Certificate

4.2.8 WisDOT Transit Delivery Document Packet

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

4.2.9.1 Any additional add-on items and registration fees must be listed on a separate invoice sheet.

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

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

4.2.11 The vehicle is to be delivered having been properly serviced, including all lubricants (grease and oil) and fluids filled to the proper level;

4.2.12 The doors shall have been checked and properly adjusted, fittings are all accounted for, and all other mechanical adjustments made, so that the vehicle is fit and able to be put into immediate service.

4.2.13 Ensure engine is in proper operating condition

4.2.14 Inflate tires to proper pressure

4.2.15 Check to insure proper operation of all components, accessories, gauges, lights, and mechanical and hydraulic features

4.2.16 Front and rear (thrust angle) alignment to be performed after vehicle assembly and modifications are complete; the recipient shall be provided with a report of the alignment showing readings of toe, camber and caster before and after the alignment is performed; the recipient shall also be provided with a weight distribution analysis and floor plan for the vehicle

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

4.3 DELIVERY SUPPORT AND DEMONSTRATION

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

4.4 SUPPORT DELIVERY DOCUMENTS

The following materials must accompany each delivered vehicle. **Appendix C** will have additional details on vehicle delivery and a checklist; updated delivery documents may be sent

by Program Managers closer to the date of delivery. The omission of any of these materials may result in the vehicle not being accepted.

- 4.4.1 Warranty for vehicle and subsystems (see section 4.4)
- 4.4.2 Owner's manual
- 4.4.3 Scaled and dimensioned floor plans
- 4.4.4 A copy of detailed maintenance and inspection schedule for the vehicle subsystems
- 4.4.5 A label placed on the inside of the glove compartment or driver storage area of the vehicle giving a telephone number to call for technical assistance regarding the vehicle
- 4.4.6 Written or video instructions on the use of mobility aid restraints and securement systems
- 4.4.7 Written instructions on how to deploy and stow ramp that includes details regarding the ramp interlock system
- 4.4.8 "as built" electrical manual
- 4.4.9 "as built" parts manual
- 4.4.10 Alignment report

4.5 INSURANCE REQUIREMENTS

Every contractor and all parties furnishing services or products to the Wisconsin Department of Transportation (WisDOT) or any of its subsidiary companies must provide WisDOT with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

- A. Commercial General Liability Insurance including contractual coverage:

The limits of this insurance for bodily injury and property damage.

Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- B. Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- C. Workers' Compensation Insurance:
Such insurance shall provide coverage in amounts not less than the statutory requirements
in the state where the work is performed, even if such coverages are elective in that state.
- D. Employers Liability Insurance:
Such insurance shall provide limits of not less than \$500,000 policy limit.
- E. Excess/Umbrella Liability Insurance:
Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits stated in (A.), (B.), and (D.) above.

Additional Requirements:

- F. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- G. The insurance specified in (A), (B), and (E) above shall:
 - 1. Name WisDOT including its directors, officers, employees and agents as additional insureds by endorsement to the policies; and,
 - 2. Provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- H. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. WisDOT may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- I. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against WisDOT, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors and their insurers.
- J. Contractor shall provide certificates and endorsements evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide WisDOT with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- 10 or better.

Mail to:

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

4.6 WARRANTY

- 4.6.1 All warranty work shall be at no cost to the sub-recipient or WisDOT and should be conducted so as to minimize the vehicle's out-of-transit service time
 - 4.6.1.1 The sub-recipient shall be notified in writing of all warranties, their coverage and scope at the time of delivery.
- 4.6.2 An owner's care book shall also be included with each vehicle; a copy of a detailed maintenance and inspection schedule supplied by the respective manufacturers of the vehicle and its subsystems (e.g. wheelchair ramp, etc.) shall be included with each vehicle.
- 4.6.3 Where accessories are supplied, they must be compatible with the rest of the product warranties.
- 4.6.4 All warranty work must be performed within a reasonable amount of time after the contractor or his designated dealer services receives the vehicle.
- 4.6.5 Vehicles delivered by driving them will have the warranty begin at the actual vehicle mileage at the time of final delivery at the sub-recipient's location; dealer is responsible for submitting chassis manufacturers Delayed Warranty Start application
- 4.6.6 Sub-recipient shall consult with contractor to locate the nearest repair facility that can provide the repairs.
- 4.6.7 **A complete warranty plan shall be provided at bid submittal and, at minimum, shall address the following warranty activities**
 - 4.6.7.1 Extension of the warranty period (i.e., due to lack of parts or information needed to complete the warranty repair).
 - 4.6.7.2 Conditions that cause voiding of the warranty
 - 4.6.7.3 Exceptions and additions to warranty (i.e., normal wear and tear, etc.)
 - 4.6.7.4 Procedures to follow when a warranty defect is detected
 - 4.6.7.5 Repair procedures including repairs performed by the vendor and repairs to be performed by the sub-recipient and how parts are to be supplied and which defective components are to be returned or examined by the vendor.
 - 4.6.7.6 Procedures for filing failure analysis reports of safety-related parts or major components removed from vehicles under the warranty period by the vendor to determine if a fleet defect could affect fleet operation
 - 4.6.7.7 Reimbursement for parts and labor
 - 4.6.7.8 Identification of locations/facilities for warranty repairs

- 4.6.7.9** Maximum response time for delivery of OEM and non-OEM parts that are not in stock at warrant repair facilities
- 4.6.7.10** Each vehicle delivered with warranty cards or such documents as are needed by the owner to obtain warranty services

4.7 STATE PATROL INSPECTION

All vehicles specified in this document will be operated as "Human Service Vehicles" adhering to state standards covering design, constructions, and equipment of these vehicles as stated in Wisconsin Administrative Code, Chapter Trans 301.

- 4.7.1** All vehicles are subject to annual HSV inspections performed by the Wisconsin State Patrol (per s. 110.05, Wis. Stats.). The contractor will be responsible for correcting defects or code violations cited by Wisconsin State Patrol Inspector during an initial HSV inspection if the Department concludes that they were present when the vehicle was delivered and did not adhere to Trans 301.

4.8 REBATES

All bid prices are to be net to the Wisconsin Department of Transportation, including any applicable rebates or any price incentives. WisDOT will assign any rebates to the dealer/bidder but shall only sign any rebate form and shall not be responsible for any further activity in pursuit of the bidder receiving any rebate or incentive.

4.9 FIRM CONTRACT PRICING

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

- 4.9.1** The 2 percent increase that is programmed into the Price Sheet Excel form is for procurement requirements only.

4.10 OPTIONAL YEAR RENEWALS

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

- 4.10.1** Vendors must also re-submit all required Federal (including Buy America, FMVSS, TVM, Purchaser's Agreement, Certifications, Clauses) and state documents to ensure that any

new developments in the vehicles in the later years are still in compliance with federal and state regulations.

4.10.1.1 FTA requires a domestic content of 70 percent in all rolling stock vehicles

4.11 CONTRACTOR MAJOR STRUCTURAL CHANGE

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

4.12 CONTRACT CHANGES

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

4.12.1 Any such changes which affect the contract price shall require approval by WisDOT.

5.0 PERFORMANCE REQUIREMENTS

5.1 GENERAL PERFORMANCE SPECIFICATIONS

- 5.1.1** All proposed equipment must be capable of performing at an effectiveness level in accordance with manufacturer's specifications.
- 5.1.2** All proposed equipment must be capable of performing all operations in accordance with manufacturer's advertised data sheets and technical publications.
- 5.1.3** ASTM and American Welding Society welding standards and procedures

5.2 STATE SAFETY REQUIREMENTS

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

5.3 FEDERAL SAFETY REQUIREMENTS

All vehicles and equipment must conform to design and construction standards listed below.

5.3.1 Federal Motor Vehicle Safety Standards (FMVSS), including:

5.3.1.1 FMVSS 403

5.3.1.2 FMVSS 404 regarding lift interlock devices

5.3.2 36 CFR Part 1192 and ADA

5.3.3 49 CFR Part 571

5.3.4 49 CRR Part 393

5.3.5 SAE J2249

5.3.6 49 CFR 665

5.3.7 FTA Bus Testing (Altoona Testing), if applicable. **Vendor shall submit digital copy of test results with bid.**

5.4 STATE SAFETY REQUIREMENTS

All vehicles and equipment must conform to design and construction to the state standards listed below:

5.4.1 WI Trans Rule 301

6.0 COST, PAYMENT, AND CONDITION OF SALE INFORMATION

6.1 PRICING

Vendors must fully complete the price sheet in **APPENDIX F** (Excel form).

6.2 PAYMENT

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

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

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

6.3 CONDITION OF SALE

Vehicles that have not met all required documents, certifications, and/or specifications will not be eligible for sale by contractor or payment by WisDOT.

7.0 TERMS AND CONDITIONS

7.1 BASIC STATE TERMS AND CONDITIONS

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any bid submitted responding to this RFB. (Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681)). Failure of the successful bidder to accept these obligations in a contractual agreement may result in cancellation of the award.

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

7.2 FEDERAL FUNDING AND SPECIAL REQUIREMENTS

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

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

7.2.1.1 This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications

7.2.1.2 Requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS).

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

7.2.3 A list of the Federal clauses and certifications applicable to this procurement is included at **APPENDIX E**

7.3 CANCELLATION AND TERMINATION

This contract may be terminated by either party under the following conditions:

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

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

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

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

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

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

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

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

- 7.3.6** Upon cancellation, termination or other expiration of the resulting contract/agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of the contract/agreement. In addition, each party will assist the other party in the orderly termination of this contract/agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the orderly, nondisruptive business continuation of each party.

7.4 CERTIFICATION FOR COLLECTION OF SALES AND USE TAX

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

7.5 CONFIDENTIALITY

- 7.5.1** The contractor acknowledges that some of the data and documentation may become privy to the performance of this contract is of a confidential nature. Contractor shall

make all reasonable efforts to ensure that it is or its employees and subcontractors do not disseminate such confidential information.

- 7.5.2** Contractor or its employees may not reuse, sell, or make available, or make use in any format the data researched or compiled for this contract for any venture (profitable or not) outside this contract.
- 7.5.3** Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the State's or the manufacturer's, bidder's, or distributor's whereby contractor or any contractor's personal may gain access while engaged by the State or while on State premises.
- 7.5.4** The restrictions herein shall survive the termination of this contract for any reason and shall continue in full force and effect and shall be binding upon the contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this contract on behalf of or under the rights of contractor following any termination. Contractor shall advise all contractor's agents, employees, successors, assigns, and subcontractors which are engaged by the State of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by contractor, its agents, employees, successors, assigns, and subcontractors regarding the restrictions herein.

Wisconsin Department of Administration
Chs. 16, 19, 51
DOA-3054 (R 03/2019)
Page 1 of 4

Standard Terms and Conditions (Request for Bids / Proposals)

ie

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the

contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

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

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

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this

contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is

awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

19.4 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

19.5 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

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

- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public

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

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

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

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

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

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any

injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

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

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

State of Wisconsin
 Department of Administration
 Division of Enterprise Operations
 DOA-3681 (1/2017)
 ss. 16, 19 and 51, Wis. Stats.



State Bureau of Procurement
 101 East Wilson Street, 6th Floor
 Post Office Box 7867
 Madison, WI 53707-7867
 FAX (608) 267-0600
<http://vendornet.state.wi.us>

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

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:

The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

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

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

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

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

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the

prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

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

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or

has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted

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

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

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

APPENDIX B – BID OPPORTUNITY LIST

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

Vendors must complete and submit this form with all bids

PRIME CONTRACTOR

Firm Name	City	State	
Transportation Equipment Sales Corp	Oregon	Ohio	
Phone	Email	DBE Status	
419-720-7451	jpappas@tescobus.com	N/A	
Age of Firm	Type of Work		
	Bus sales and service		
Annual Gross Receipts			
< \$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 checked="" type="checkbox"/>
		\$1,000,001 - \$2,000,000	<input type="checkbox"/>

SUB CONTRACTOR (copy page if additional sub-contractors)

Firm Name	City	State	
Elkhart Coach Div of Forest River	Elkhart	IN	
Phone	Email	DBE Status	
574-327-2700	jjernigan@forestriverinc.com	N/A	
Age of Firm	Type of Work		
>10 years	Bus Manufacturer		
Annual Gross Receipts			
< \$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 checked="" type="checkbox"/>
		\$1,000,001 - \$2,000,000	<input type="checkbox"/>

APPENDIX C – 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

X	Make an appointment with sub-recipient to arrange time and place of delivery
X	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

X	Instruct sub-recipient on operation of vehicle and equipment
X	Show sub-recipient FMVSS sticker location
X	Provide sub-recipient and Transit Staff Post-Delivery FMVSS Documents
X	Provide sub-recipient and Transit Staff Post-Delivery Buy America Documentation
X	Provide sub-recipient and Transit Staff Certificate of Origin/Manufacturer's Certificate for the chassis
X	Provide sub-recipient and Transit Staff Post-Delivery Purchasers Certificate
X	Provide sub-recipient and Transit Staff copy of wheel alignment
X	Provide sub-recipient all required warranties, user manuals, and training materials
X	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.
X	Provide sub-recipient with a temporary license plate
X	Remind sub-recipients about the requirement to have State Patrol inspect their HSV before their first plate renewal
X	Gas tank should be at least ¼ full
X	Arrange for correction of any identified defects or issues

Post Delivery

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

APPENDIX D – 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 (TVM) included in this bid has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Elkhart Coach / Transportation Equipment Sales Corp.

Manufacturer's Name

Jeff Pappas

Executive Vice President

Individual's Name

Title



August 11, 2020

Authorized Signature

Date

BUY AMERICA

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

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, include microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

Buy American Vendor Requirement

A vendor who wishes to respond to this request for bids must submit with the bid a certificate (or certificates) covering all of the vehicles offered. There are two types of certifications:

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


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

If the vehicles and related equipment are not made in the U.S., but a vendor believes that the vehicles

offered may possibly comply with the exceptions from "Buy America" that are set forth under 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D), complete the:

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

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

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS	
The bidder hereby certifies that it will comply with the requirements of Section 49 U.S.C. Section 5323(j)(2)(C), and the applicable regulations of 49 C.F.R. § 661.11:	
Transportation Equipment Sales Corp Company's Name	
Jeff Pappas Individual's Name	Executive Vice President Title
 Authorized Signature	August 11, 2020 Date

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

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

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

N/A	
Company's Name	
Individual's Name	Title
Authorized Signature	Date

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

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

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


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

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

PURCHASER'S REQUIREMENTS

PURCHASERS REQUIREMENT

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

Transportation Equipment Sales Corp	
Company's Name	
Jeff Pappas	Executive Vice President
Individual's Name	Title
	August 11, 2020
Authorized Signature	Date

FMVSS

49 C.F.R. 663 - Subpart D requires that the vehicles to be provided will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571 or that the vehicles will not be subject to FMVSS regulations. **The manufacturer's self-certification information of compliance or a statement from the manufacturer of exemption from compliance must be submitted with the bid**

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

The bidder hereby certifies that the vehicles to be provided: Elkhart Coach
(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.

Transportation Equipment Sales Corp	
Company's Name	
Jeff Pappas	Executive Vice President
Individual's Name	Title
	August 11, 2020
Authorized Signature	Date

PRE-AWARD CERTIFICATION OF FMVSS INAPPLICABILITY

The bidder hereby certifies that the vehicles to be provided: Elkhart Coach
 (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.

Transportation Equipment Sales Corp

Company's Name

Jeff Pappas

Individual's Name

Executive Vice President

Title


 Authorized Signature

August 11, 2020

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.

Transportation Equipment Sales Corp

Company's Name

Jeff Pappas

Individual's Name

Executive Vice President

Title



Authorized Signature

August 11, 2020

Date

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of

any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subaward at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

CERTIFICATE OF COMPLIANCE WITH LOBBYING	
<p>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.</p>	
<p>Transportation Equipment Sales Corp</p>	
<p>Company's Name</p>	
<p>Jeff Pappas</p>	<p>Executive Vice President</p>
<p>Individual's Name</p>	<p>Title</p>
	<p>August 11, 2020</p>
<p>Authorized Signature</p>	<p>Date</p>

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

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the state of Wisconsin may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the state of Wisconsin if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier, covered transaction, participant, persons, lower tier covered transaction, principal, proposal and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact the State of

Wisconsin for assistance in obtaining a copy of those regulations

5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the state of Wisconsin.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause title –Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the state of Wisconsin may pursue available remedies including suspension and/or debarment

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

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

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

Transportation Equipment Sales Corp

Company's Name

Jeff Pappas

Executive Vice President

Individual's Name

Title

Authorized Signature

August 11, 2020

Date

APPENDIX E - FEDERAL CLAUSES

FEDERAL CLAUSES

** updated 01/2020

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

FTA Master Agreement

Federal grant monies fund this contract, in whole or in part (Section 5311 – CFDA 20.509, Section 5310 – CFDA 20.513, Section 5339 – CFDA 20.526, Section 5307 – CFDA 20.507). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/>.

FLY AMERICA REQUIREMENTS

**49 U.S.C. §40118
41 CFR Part 301-10**

Applicability to Contracts

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under 10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

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

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

Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

BUY AMERICA REQUIREMENTS

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

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).

Flow Down Requirements: The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

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

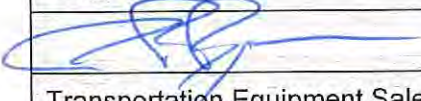
Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

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

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

Date	August 11, 2020
Signature	
Company Name	Transportation Equipment Sales Corp
Title	Executive Vice President

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

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

Date	
------	--

Signature

Company Name

Title

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

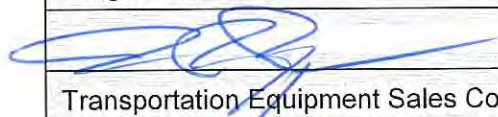
Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

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

Date

August 11, 2020

Signature



Company Name

Transportation Equipment Sales Corp

Title

Executive Vice President

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

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

Date

Signature

Company Name

Title

CARGO PREFERENCE REQUIREMENTS

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

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

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

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

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
2 CFR Part 1201

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

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

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

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

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

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

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

BUS TESTING

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

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

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

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

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

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

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

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

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

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

Date	August 11, 2020
Signature	
Company Name	Transportation Equipment Sales Corp
Title	Executive Vice President

PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

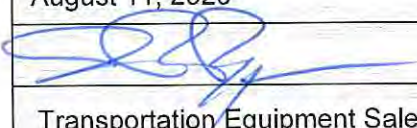
(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$150,000.)

Certificate of Compliance

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

Date	August 11, 2020
Signature	
Company Name	Transportation Equipment Sales Corp
Title	Executive Vice President

Certificate of Non-Compliance

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

Date	
Signature	
Company Name	
Title	

LOBBYING

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

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

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

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

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

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

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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


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

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

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

Contractor, Transportation Equipment Sales Corp.

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

	Signature of Contractor's Authorized Official
Jeff Pappas, Executive Vice President	Name and Title of Contractor's Authorized Official
August 11, 2020	Date

ACCESS TO RECORDS AND REPORTS

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

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

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

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).

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

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

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

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

FEDERAL CHANGES

2 CFR Part 1201

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

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

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

CLEAN AIR

42 U.S.C. 7401 et seq 40 CFR 15.61 2 CFR Part 1201

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

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

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

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

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

RECYCLED PRODUCTS

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

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for

"recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY

41 CFR §60-1.4

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

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

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

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

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

Specifics. The Recipient agrees:

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

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

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

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

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

No Obligation by the Federal Government.

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

TERMINATION

2 CFR Part 1201

2 CFR 200

FTA Circular 4220.1F

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

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

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

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

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

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient),

after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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

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

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

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

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

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

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

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time,

whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

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

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

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

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

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

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

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

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 CFR part 180
2 CFR part 1200
2 CFR § 200.213
2 CFR part 200 Appendix II (I)
Executive Order 12549
Executive Order 12689

Background and Applicability

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

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

Flow Down

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

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

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

Date: August 11, 2020

Signature: _____

Company Name: Transportation Equipment Sales Corp

Title: Executive Vice President

CIVIL RIGHTS REQUIREMENTS

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

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

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

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

The following requirements apply to the underlying contract:

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

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

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity

Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

BREACHES AND DISPUTE RESOLUTION

2 CFR Part 1201 FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

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

The DBE program applies to all DOT- assisted contracting activities. A formal clause such as that below **must** be included in all contracts and subcontracts above the micro-purchase level (\$10,000 except for construction contracts over \$2,000).

Clause Language

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

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT has established a 1.85% transit DBE goal with a 0.22% race conscious, 1.63% race neutral split for FFY 2020-2022. A separate contract specific goal has not been established for this procurement.

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

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

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

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

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

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

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

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

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

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

- iii. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- vi. WisDOT determined that the listed DBE subcontractor is not a responsible contractor;
- vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
- ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- x. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

i. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the **RECIPIENT**.

j. Before transmitting to WisDOT its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to WisDOT, of its intent to request to terminate and/or substitute, and the reason for the request.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

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

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

SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043

Executive Order No. 13513

U.S. DOT Order No. 3902.10

Applicability to Contracts

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

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

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

Safe Operation of Motor Vehicles Requirements -

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

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

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

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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

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

Access Requirements for Persons with Disabilities

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



Proven Quality.
Trusted Name.

Checklist For Quote #NQ50563

Wisconsin Department of Transportation

7/22/2020

2021 Elkhart Coach ECII
Line 9

1 unit ordered
8 pass. with 3 w/c

Qty	Item #	Description
		2021 Ford E450 (GVWR: 14500 WB: 176 Engine: 7.3L)
1	001-001	Alignment - Castor & Camber Kit, Ford Only
1	002-002	Exhaust - Route to Streetside
1	013-001	Mud Flaps - Front, 1 Pair
1	028-001	Stepwell - Stainless Steel IPO Standard
1	Special-13	Back-Up Alarm
1	Special-14	Running Board
1	017-013	Disconnect Switch - Battery Cut-Off
1	017-014	Battery Box with Slide Out Tray, Gas Only, Ford Only
1	Special-18	Set of {2} Valve Stem Extensions that Secure to the Outside of the Wheel
1	030-001	Floor - Raised Flat Floor
1	030-002	Floor - Insulated
1	Special-19	Huber Advantech 5/8" Engineered Floor Decking IPO Standard
1	031-002	Rubber - Step Nosing - Yellow
1	031-005	Rubber - Black w/Radius, w/34" Aisle
1	033-003	Ceiling - Gray FRP Covering
1	Special-16	Dow R-16 Insulation IPO Standard -Walls Only-
1	Special-17	Upgrade to Adzel Superlite VGX ILO Luan for Interior Walls and Ceiling
1	015-001	Starter Interrupt for Emergency Door
1	037-004	Door - Fuel Fill, Locking
1	037-015	Door - Padded Header at "Rear" Door
1	Special-20	36" Electrical Entry Door w/ A&M Electric Door Header
1	Special-21	Interlock to Prevent Electric Entry Door from Being Opened Unless Trans is in Park
1	Special-22	Rear Door w/2 Windows & Door Ajar Buzzer, 36" Width
2	038-003	Window - Additional Egress IPO Std. {1} Window
1	038-008	Alarm - Emergency Window Ajar Package
1	039-001	Fan - Circulating, Used for Entry Door
2	040-004	Heater - 65K BTU Wall Mount
1	040-008	Stepwell - Front Heated - Per Step, Electric w/Switch {1st Step}
1	Special-9	A/C 5CR2HD 70K BTU, EZ-5 Evap, CR-2 Roof Mount Condenser, Dual Comp
1	045-001	Electrical Schematic - Laminated Electric Legend on Elec. Door
1	045-003	Electrical Schematic - Wiring as Built
1	048-022	Four Speakers for OEM Radio, Two in Cab Area & Two in Passenger Cabin
1	049-002	Light - Interior Lights on With Entry Door Open
2	049-034	Light - Interior LED 4" Gray Courtesy, {1} Additional - At Entry Door, On w/Door Open
1	049-008	Light - Brake, LED, Set of Two Red Lights Wired Independent of all Other Functions
1	049-020	Light - Running Lights, Daytime {Ford}
1	049-022	Light - LED, Midship Turn/Marker
1	049-038	Light - LED Hooded Light at Entry Door
1	Special-25	Light - Brake, LED, Rear Center Mounted Above Door. Must be 7" Round Light
1	053-003	Interior - Fuel Tank Access Plate for Sending Unit, Diamond Plate
300	055-001	Skirts - Fiberglass ILOS {Per Inch of Bus, Overall Length}
1	057-001	Rub Rails - Black Rubber
1	Special-24	Use Weather Pak Exterior Connectors IPO Standard
1	Special-26	2" Wide Reflective Tape to Outline Rear of Bus & Run Length of Sidewalls Below Windows
1	Special-27	3" Wide Stripe Above Window & 8" Wide Stripe Below Windows on Sidewalls
1	059-002	Grab Rail - Entrance Parallel to Steps, Both Sides {ADA Required}
1	059-003	Grab Rail - Ceiling {Both Sides of Aisle} Includes Standee Line & Sign
1	036-002	Modesty Panel - w/Stanchions, Behind Driver
1	036-004	Modesty Panel - Full Height Adjacent W/C Lift
1	Special-31	Modesty Panel - Behind Rearmost Tie Down Position



Proven Quality.
Trusted Name.

Checklist For Quote #NQ50563

Wisconsin Department of Transportation	7/22/2020
2021 Elkhart Coach ECII	1 unit ordered
Line 9	8 pass. with 3 w/c

Qty	Item #	Description
1	063-002	Cutter - Seat Belt
1	064-002	Fire Extinguisher - 5 LB Cylinder w/Bracket
1	064-003	Triangles - Emergency in Box
1	065-001	First Aid Kit - 16 Unit
1	065-003	First Aid - Body Fluid Clean up Kit
1	069-015	Mirrors - Exterior, Manual, ROSCO
1	069-021	Mirrors - Exterior Crossover for Front of Bus, ROSCO {Per Side}
1	Special-7	Mirrors - Rosco Interior Rear View Mirror 6" x 30"
1	070-006	Decal - "Priority Seating W/C Area", {ADA Required}
1	073-001	Interlock for w/c Lift, Inc. Intermotive Gateway Fast Idle, Interlock & Door Ajar Light
1	074-002	Storage Box, Tuffy, Large - 21" x 11' x 12"
1	077-001	W/C Door Package- Dbl Doors w/1 Window Ea., 1 Int. Light, 2 Ext. Lights, Door Ajar Alarm,Extra Axle Leaf
3	079-001	Q'Straint - Storage Pouch
3	Special-28	Q'Straint Q-10007 Tie Down Kit, L-Track, {4} QRT-360 Retractors & Q8-6326-A1 Belt
1	082-010	Braun - Lift Hand Belt
1	082-011	Braun - Century NCL10003454-2 Lift, FMVSS403, 34" x 54" Platform, 1000 Lb Capacity
1	Special-29	Add 3" Wide Reflective Tape to Outer Edges of Side Barriers on Platform
1	Special-30	Braun - Padding Kit for Braun Lift
1	086-060	Seat - Driver, Freedman "Shield", Recline, RH Armrest {Ford}
12	087-008	Seat - Fabric Upgrade to Level 4, {1} Pass Seat
6	086-070	Seating - Go ES Double AM Foldaway Seat With 3 Point Belts
8	106-001	Seating - Go ES Top Grab Rail
6	106-003	Seating - Go ES 12" Seat Belt Extender



Proven Quality.
Trusted Name.

Checklist For Quote #NQ50522

Wisconsin Department of Transportation

7/14/2020

2021 Elkhart Coach ECII

1 unit ordered

Line 11

9 pass. with 3 w/c

Qty	Item #	Description
		2021 Ford E450 (GVWR: 14500 WB: 186 Engine: 7.3L)
1	001-001	Alignment - Castor & Camber Kit, Ford Only
1	002-002	Exhaust - Route to Streetside
1	013-001	Mud Flaps - Front, 1 Pair
1	028-001	Stepwell - Stainless Steel IPO Standard
1	Special-13	Back-Up Alarm
1	Special-14	Running Board
1	017-013	Disconnect Switch - Battery Cut-Off
1	017-014	Battery Box with Slide Out Tray, Gas Only, Ford Only
1	Special-18	Set of {2} Valve Stem Extensions that Secure to the Outside of the Wheel
1	030-001	Floor - Raised Flat Floor
1	030-002	Floor - Insulated
1	Special-19	Floor - Huber Advantech 5/8" Engineered Floor Decking IPO Standard
1	031-002	Rubber - Step Nosing - Yellow
1	031-005	Rubber - Black w/Radius, w/34" Aisle
1	033-003	Ceiling - Gray FRP Covering
1	015-001	Starter Interrupt for Emergency Door
1	037-004	Door - Fuel Fill, Locking
1	037-015	Door - Padded Header at "Rear" Door
1	Special-20	Electrical Powered Entry, 36" Width w/A&M Electric Door Header
1	Special-21	Interlock to Prevent Electric Entry Door from Being Opened W/O Transmission in Park
1	Special-22	Rear Door w/2 Windows, Door Ajar Buzzer, 36" Width
2	038-003	Window - Additional Egress IPO Std. {1} Window
1	038-008	Alarm - Emergency Window Ajar Package
1	039-001	Fan - Circulating, To Prevent Entry Door From Frosting Up
2	040-004	Heater - 65KBTU Wall Mount
1	040-008	Stepwell - Front Heated - Per Step, Electric w/Switch
1	Special-9	5CR2HD 70KBTU, EZ-5 Evap, CR-2 Roof Mount Condenser, Dual Comp 7.3L
1	045-001	Electrical Schematic - Laminated Electric Legend on Elec. Door
1	045-003	Electrical Schematic - Wiring as Built
1	048-022	Speakers - Four Speakers for OEM Radio, Two in Cab Area, Two in Passenger Cabin
1	049-002	Light - Interior Lights on With Entry Door Open
2	049-034	Light - Interior LED 4" Gray Courtesy, {1} Additional, At Entry Door and Above Driver
1	049-008	Light - Brake, LED, Set of Two Red Lights Wired Independent of all Other Functions
1	049-020	Light - Running Lights, Daytime {Ford}
1	049-022	Light - LED, Midship Turn/Marker
1	049-038	Light - LED Hooded Light at Entry Door
1	Special-29	Light - Brake Light, Rear Center Mounted Above Door
1	053-003	Interior - Fuel Tank Access Plate for Sending Unit, Diamond Plate
1	Special-16	Dow R-6 Insulation IPO Standard, Walls Only
1	Special-17	Upgrade to Adzel Superlight VGX ILO Luan for Interior Walls and Ceiling
300	055-001	Skirts - Fiberglass ILOS {Per Inch of Bus, Overall Length}
1	057-001	Rub Rails - Black Rubber
1	Special-23	Electrical - Use Weather Pak Exterior Connectors, IPO Standard
1	Special-30	2" Wide Reflective Tape to Outline Rear of Bus and Run Length of Sidewalls Below Windows
1	Special-31	3" Wide Stripe Above Windows and 8" Wide Stripe Below Windows on Sidewalls
1	059-002	Grab Rail - Entrance Parallel to Steps, Both Sides {ADA Required}
1	059-003	Grab Rail - Ceiling {Both Sides of Aisle} Includes Standee Line & Sign
1	036-002	Modesty Panel - w/Stanchions, Behind Driver
1	036-004	Modesty Panel - Full Height Adjacent W/C Lift
1	Special-32	Modesty Panel - w/Stanchions Behind Rearmost Tie Down Position



Proven Quality.
Trusted Name.

Checklist For Quote #NQ50522

Wisconsin Department of Transportation	7/14/2020
2021 Elkhart Coach ECII Line 11	1 unit ordered 9 pass. with 3 w/c

Qty	Item #	Description
1	063-002	Cutter - Seat Belt
1	064-002	Fire Extinguisher - 5 LB Cylinder w/Bracket
1	064-003	Triangles - Emergency in Box
1	065-001	First Aid Kit - 16 Unit
1	065-003	First Aid - Body Fluid Clean up Kit
1	069-015	Mirrors - Exterior, Manual, ROSCO
1	069-021	Mirrors - Exterior Crossover for Front of Bus, ROSCO {Per Side}
1	Special-7	Rosco 6" x 30" Flat Glass Interior Mirror
1	070-006	Decal - "Priority Seating W/C Area", {ADA Required}
1	073-001	Interlock for w/c Lift, Inc. Intermotive Gateway Fast Idle, Interlock & Door Ajar Light
1	074-002	Storage Box, Tuffy, Large - 21" x 11' x 12"
1	077-001	W/C Door Package- Dbl Doors w/1 Window Ea., 1 Int. Light, 2 Ext. Lights, Door Ajar Alarm,Extra Axle Leaf
3	079-001	Q'Straint - Storage Pouch
3	Special-24	Q'Straint Q-1007 Tie Down Kit, L-Track w/4 QRT-360 Retractors and Q8-6326-A1 Belt
1	082-010	Braun - Lift Hand Belt
1	082-011	Braun - Century NCL10003454-2 Lift, FMVSS403, 34" x 54" Platform, 1000 Lb Capacity
1	Special-25	Lift - Add 3" Wide Reflective Tape to Outer Edges of Side Barriers on Platform
1	Special-26	Braun - Padding Kit for Braun Lift
1	086-060	Seat - Driver, Freedman "Shield", Recline, RH Armrest {Ford}
13	087-008	Seat - Fabric Upgrade to Level 4, {1} Pass Seat
6	086-070	Seating - Go ES Double AM Foldaway Seat With 3 Point Belts
10	106-001	Seating - Go ES Top Grab Rail
6	106-003	Seating - Go ES 12" Seat Belt Extender
1	Special-27	Seating - Go ES Single BV Foldaway Seat with 3 Point Belt

FORD CHASSIS EQUIPMENT FOR LINES 9 AND 11
VEHICLE ORDER CONFIRMATION

08/11/20 13:26:16

CNGP530

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Dealer: F41146

2021 ECONOLINE

Page: 1 of 2

Order No: 0012 Priority: L3 Ord FIN: QS066 Order Type: 5B Price Level: 125
Ord PEP: 782A Cust/Flt Name: WISDOT PO Number:

	RETAIL	DLR	INV		RETAIL	DLR	INV
E4F	COM CUTAWAY VAN	\$36470	\$34646.00	47B	SHUTTLE BUS PKG	\$460	\$418.00
	176" WHEELBASE				.FRT LICENSE BKT		
YZ	OXFORD WHITE				.ENG BLK HEATER		
X	NO TRIM	NC	NC		.FRAME PUCKS		
E	MEDIUM FLINT			18A	EXT UPGRADE PKG	NC	NC
782A	PREF EQUIP PKG				JOB #2 ORDER		
	.STANDARD TRIM				FLEET SPCL ADJ	NC	(355.00)
572	.A/C FRONT ONLY				SHUTTLE BUS DIS	(460)	(418.00)
587	.ELEC AM/FM CLK						
646	.16" WHITE WHLS			TOTAL	BASE AND OPTIONS	37940	33476.88
99N	7.3L PRE ENGINE	NC	NC	TOTAL		37940	33476.88
44P	ELEC 6-SPD AUTO			*THIS IS NOT AN INVOICE*			
T68	.LT225/75R16E						
X83	4.56 REG X83	NC	NC	* MORE ORDER INFO NEXT PAGE *			
516	SP TIRE NOT INC				F8=Next		
F1=Help		F2=Return to Order		F3/F12=Veh Ord Menu			
F4=Submit		F5=Add to Library					
S006 - MORE DATA IS AVAILABLE.							QC015271

CNGP530

VEHICLE ORDER CONFIRMATION

08/11/20 13:26:25

==>

Dealer: F41146

2021 ECONOLINE

Page: 2 of 2

Order No: 0012 Priority: L3 Ord FIN: QS066 Order Type: 5B Price Level: 125
Ord PEP: 782A Cust/Flt Name: WISDOT PO Number:

	RETAIL	DLR	INV		RETAIL	DLR	INV
162	FLR VINYL, FRT				SP FLT ACCT CR		\$(1008.00)
20F	14500# GVWR	NC	NC		FUEL CHARGE		11.88
21D	DR MANUAL PED	(135)	(123.00)	B4A	NET INV FLT OPT	NC	7.00
425	50 STATE EMISS	NC	NC		PRICED DORA	NC	NC
47Z	AMB PKG NOT REQ				DEST AND DELIV	1295	1295.00
525	CRUISE CONTROL	240	219.00				
54F	MIRROR, DELETE			TOTAL	BASE AND OPTIONS	37940	33476.88
57J	AUX HTR CONNECT	25	23.00	TOTAL		37940	33476.88
60X	RT DOOR NOT INC	(200)	(182.00)	*THIS IS NOT AN INVOICE*			
	.PASS AIRBAG DEL						
625	RRVIEW MIRROR	NC	NC				
634	DUAL BATTERIES	245	223.00				
656	FUEL TANK 55 GL						
672	FRT MAX GAWR	NC	NC				
	SP DLR ACCT ADJ		(1280.00)	F7=Prev			
F1=Help		F2=Return to Order		F3/F12=Veh Ord Menu			
F4=Submit		F5=Add to Library					
S099 - PRESS F4 TO SUBMIT							QC015271

CNGP825

Vehicle Order

08/11/20 13:26:29

==> _____ Dealer: F41146

Model Yr: 21 Body: E4F Beg Ord: 0012 No Units: 001 End Ord: _____

Ord Type: 0 Series/PEP: 782A Engine: 99 N Trans: 44 P Whlbase: 176

Priority: L3 Paint: YZ Trim: XE Accent: _____ Roof: _____

Add: B4A 79V C09 T68 X83 516 162 20F 21D 425 47B 47Z 525 57J 587

 60X 625 646 153 634 59D _____ _____ _____ _____ _____ _____ _____

Del: _____

Init: _____ Cust/Flt Name: WISDOT _____ Ord FIN: QS066 User FIN: QS066

PO Number: _____ Ship-to Code: _____ Additional Trailers (Y/N): _____

RETURN=Edit/Price F1=Help F3/F12=Veh Ord Menu

F4=Submit/No Price F5=Add to Library F6=Clear

F9=Targeted Veh F11=Sng Alter/Cancel F13=Mult Alter/Cancel F15=Library

S017 - ENTER REQUIRED INFORMATION. QC015271

EC-II

Proudly built by Elkhart Coach



Elkhart Coach

A DIVISION OF FOREST RIVER

FORD EC-II STANDARDS AND OPTIONS

STANDARD CHASSIS FEATURES

- Ford E-450 & E-350 DRW Cut-Away Chassis
- Electronic 5-Speed Automatic Transmission
- 55 or 40 Gallon Fuel Tank
- Ford V-10 6.8L Gas Engine
- Ford V-8 5.4L Gas Engine
- OEM Installed Dash Air Conditioning & Heat
- 225 or 155 Amp Alternator
- 138", 158", 176", 186" or 190" Wheelbases
- Heavy Duty Engine Cooling Package
- Chrome Front Bumper & Grill
- 14,500, 12,500 & 11,500 GVWR
- Dual Electric Horns
- Driver Air Bag
- Heavy Duty Suspension
- Power Steering/Brakes
- LT225 / 75RX16E Tires
- Dual 650 CCA Batteries
- Tilt Steering Wheel/Cruise Control
- Dual Beam Headlights

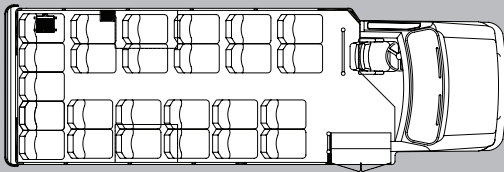
STANDARD BODY FEATURES

- FMVSS Certified
- STURAA Tested for 7 Years/200,000 Miles
- Insulated Roof & Exterior Walls
- Mor-View Right Side Cab Window
- Smooth Rubber Floor w/ Ribbed-Rubber Aisles
- Rear ABS Fender Flares
- Powder Coated Rear Steel Bumper

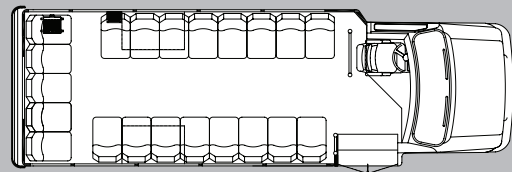
- Rear Mud Flaps
- Entrance Door & Driver Modesty Panels
- All Aluminum Sidewalls and Skirts
- Dual Drive Shaft Guards
- Entry Door Assist Handles
- Fully Welded Unitized Steel Cage Body Structure
- Undercoating
- Swing-A-Way Exterior Flat Mirrors with Integrated Convex Panels
- Drip Rail Over Passenger Windows & Entry Doors
- White or Yellow Step Nosing – All Entry Steps
- Color/Function Coded Wiring Harness
- Laminated Steel Reinforced Composite Construction
- Master Electronic Printed Circuit Control Panel
- Emergency Side Egress Windows
- Stylized ABS Rear Trim
- 91" Interior Width & 77" Headroom
- Large 36" x 36" & 24" x 36" Upper T-Slider Windows
- 22" x 64" Rear Egress Window
- Single Piece Seamless FRP Roof
- Smooth FRP Interior Walls
- FRP Ceiling

POPULAR OPTIONS

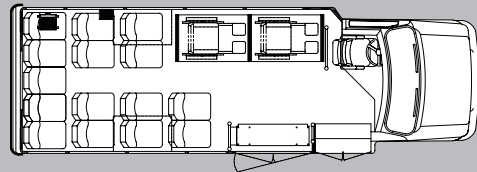
- Rear Heat System
- Front and Side Destination Signs
- Mor/Ryde Suspension
- Individual Reading Lights
- Spare Tire & Wheel
- Interior Luggage Rack
- Interior Convex Mirror
- Back-Up Alarm
- Overhead Luggage Racks
- Exterior Rear Center Mount Brake Light
- Rear Luggage Compartment
- Ceiling Grab Rails
- AM/FM Radio w/ CD Player
- "Flat Floor" (No Wheel Well Risers)
- DVD Player w/ Flip Down Monitor
- Heated/Remote Exterior Mirrors
- High-Back or Mid-High Seats with Armrests
- Front Mud Flaps
- Ground Plane For Two-Way Radio Installation
- Paging System
- Rear Emergency Door with Ajar Package
- LED Interior & Exterior Lighting
- Rear A/C System
- Roof Escape Hatch
- Stainless Steel Wheel Inserts
- ADA Mobility Compliance Package
- All FRP Exterior
- Driver Running Board
- Electric Entry Door



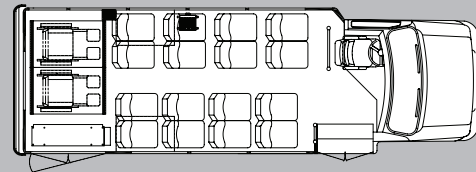
25 Passenger - Forward Facing Seating



21 Passenger Perimeter Seating



15 Passenger - 2 Wheelchairs - Front Lift



16 Passenger - 2 Wheelchairs - Rear Lift



Forest River, Inc. 55470 C.R. 1 Elkhart, IN 46515-3030
574.389.4600 www.forestriverinc.com www.forestriveraccessories.com

YOUR DEALER



Proven Quality. Trusted Name.
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GO-ES SEAT



The new **GO-ES Foldaway Seat** is the slimmest, lightest, and most customizable foldaway on the market. Designed with your customers in mind, this seat is delivered "option-ready" for easy maintenance and accessorizing in the field. Whether creating space for a wheelchair passenger, or making room for luggage, Freedman's GO-ES Foldaway will exceed your needs.



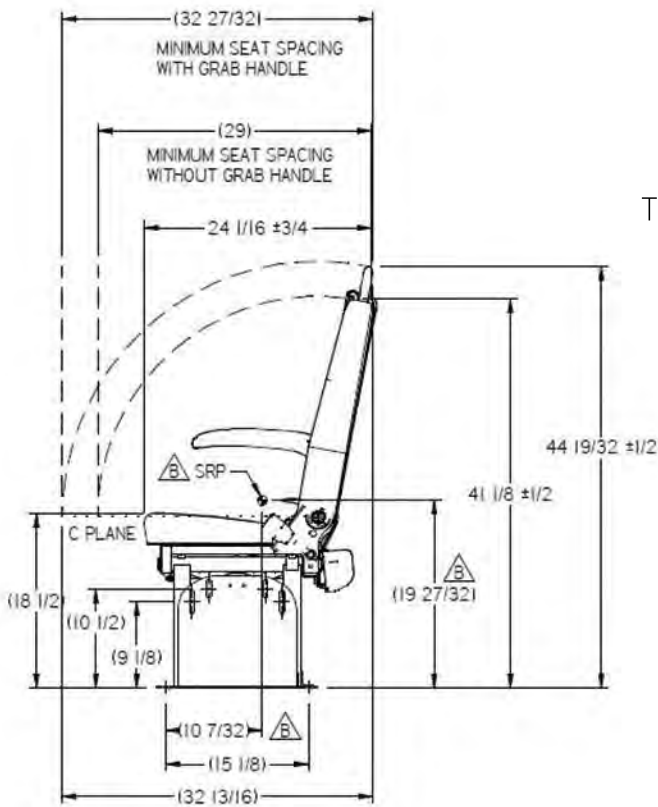
- Lightweight
- External 3PT belts
- Easily installed options
- Decreased maintenance and installation costs
- Lock-N-GO cushions that snap in and out

FOLDAWAY

FREEDMAN
SEATING COMPANY

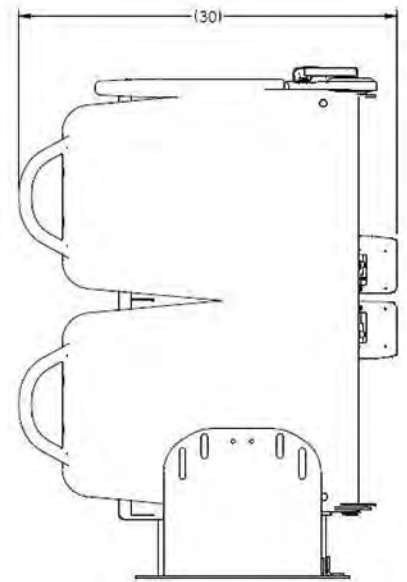
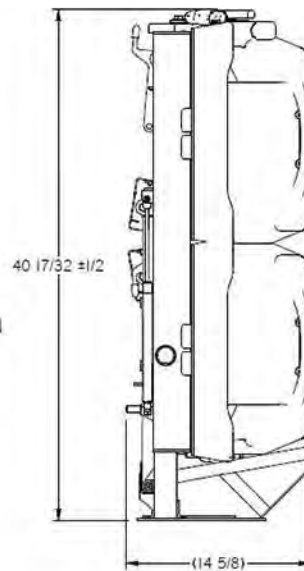
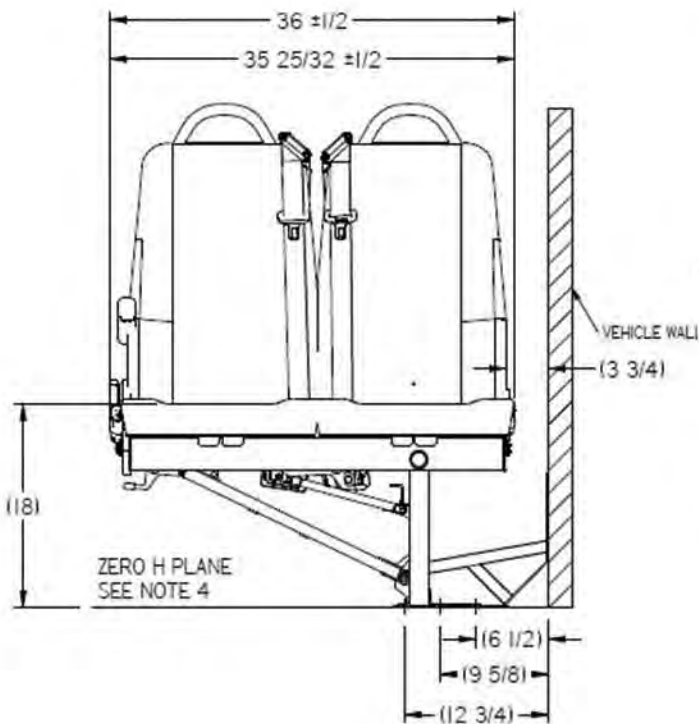
GO-ES SEAT

The Freedman GO-ES Foldaway Seat is designed for flexibility to accommodate your passengers' growing needs. Options are modular and can be installed at any time.



OPTIONS

- Offered in rigid, foldaway and flip seat variations
- 17 1/2" cushion width
- Your choice of vinyl or cloth
- External 3PT belts
- USR belts
- Molded grab handle
- Sanitized™ antimicrobial grab handle
- US arms
- CRS 225 hooks and tether
- Mesh map pocket
- 12V, 110V and USB outlets



Not Just Seats



Seating Solutions™



We are constantly updating and improving our seats; therefore we reserve the right to change or modify specifications or materials without notice. All Freedman Seating Company seats meet or exceed FMVS standards.

FREEDMAN
SEATING COMPANY

4545 W. Augusta Blvd., Chicago, IL 60651
(773) 524-2440 (800) 443-4540 Fax (773) 252-7450
WWW.FREEDMANSEATING.COM
e-mail: sales@freedmanseating.com
ISO 9001:2008 registered



500 DAY
NO SANDING
GUARANTEE

THE AdvanTech® FLOORING AND SHEATHING LIMITED WARRANTY* FOR COMMERCIAL PROPERTIES

The installation of AdvanTech® panels as a subflooring or sheathing in a commercial building (the "Commercial Property"), entitles the commercial builder, contractor and commercial property owner to the following warranties.

FOR THE COMMERCIAL BUILDER AND CONTRACTOR:

Huber Engineered Woods (HEW) LLC warrants that its AdvanTech flooring and sheathing panels will not delaminate¹ nor require sanding due to moisture absorption during installation.*

FOR THE COMMERCIAL PROPERTY OWNER:

The AdvanTech flooring and sheathing panels are guaranteed² to be free of manufacturing defects during the lifetime of the Commercial Property in which they have been originally installed.*

Warranty: Subject to the conditions, exclusions, and limitations detailed below, HEW warrants to the Commercial Property builder or contractor who is the original retail purchaser that its AdvanTech flooring and sheathing panels will not delaminate¹ nor require sanding due to moisture absorption during installation, provided installation is within 500 days of purchase and the AdvanTech product has been properly used, stored, handled, installed and maintained.³

HEW warrants to the Commercial Property owner that, once installed, AdvanTech® flooring and sheathing panels will be free from manufacturing defects during the lifetime of the Commercial Property. This limited warranty is non-transferable.

This warranty is only applicable to United States and Canadian customers and for U.S. and Canadian usage. Claims under the warranty will only be honored if: (1) HEW is notified in writing within 30 days after discovery of the condition covered by the warranty, and (2) HEW is given a reasonable opportunity to evaluate the problem and inspect the warranted product prior to any alteration, change or repair.

This warranty applies to AdvanTech flooring and sheathing panels manufactured on or after January 1, 2012 and purchased on or after May 1, 2013.

Commercial Property: To qualify for these warranties, the products must be installed on a building or buildings within the United States or Canada which is/are (a) not covered by the residential property warranty for AdvanTech products; and (b) not excluded by applicable HEW application and installation manuals. Commercial Property includes all buildings meeting the above criteria which are part of the same development or project.

Exclusive Remedies: During proper installation, if delamination occurs or sanding is required due to moisture absorption, HEW will, at its sole discretion, repair or replace the defective panels, reimburse the commercial builder or contractor for the reasonable cost of sanding any AdvanTech panels that require sanding due to moisture absorption, or refund the purchase price paid by the Builder or Contractor (as evidenced by the original invoice).

If manufacturing defects are found after installation, HEW will, at its sole discretion, repair or replace the defective panels or refund the purchase price paid for the defective panels by the builder or contractor. The Commercial Property owner must give HEW a reasonable opportunity to inspect and repair the property. The Commercial Property owner must, at its expense and risk, remove and replace any building components which cover or otherwise limit access to the AdvanTech products. In the event that HEW elects to replace the AdvanTech products, the Commercial Property owner must, at its expense and risk, install the replacement AdvanTech products. In no event will HEW be liable for any amount in excess of the lesser of (i) 10 times the purchase price for the defective panels or (ii) \$500,000 for the entire Commercial Property.

Exclusions from the Warranty: This warranty does not cover damage, claims, moisture absorption or defects in the product including delamination, warping, cracking or splitting due to: misuse or improper handling, secondary treatments, storage, transport, installation or maintenance; alterations to the structure, including removal and reuse in another structure, after the original installation of AdvanTech panels; physical forces such as fire, floods, natural disasters and other acts of God; corrosive elements; damages caused by persons other than HEW; termites or other woods destroying organisms, including mold and mildew; or use of the panels other than as a building subfloor or sheathing. Manufactured housing applications that conform to a federal building code administered by the U.S. Department of Housing and Urban Development (HUD) are excluded. AdvanTech panels are not warranted for exterior uses.

Non-Transferability: These warranties are for the sole benefit of the original Commercial Property builder or contractor and the original Commercial Property owner and are not transferable to subsequent owners or to any other persons or entities. These warranties are voided by sale from the original owner to any subsequent owner of the Commercial Property at which the AdvanTech panels were installed.

Exclusion of other Warranties, Express or Implied: *Other than the express warranties granted in this document, the products are sold "as is" and "with all faults."* THE WARRANTIES AND REMEDIES NOTED ABOVE APPLY TO THE ORIGINAL COMMERCIAL BUILDER OR CONTRACTOR AND/OR ORIGINAL COMMERCIAL PROPERTY OWNER ONLY AND ARE THE SOLE AND EXCLUSIVE REMEDIES EXCEPT AS OTHERWISE REQUIRED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND, WHERE NOT PERMITTED TO BE DISCLAIMED, ARE EXPRESSLY LIMITED TO THE SAME PERIOD OF TIME AS THE WARRANTIES DESCRIBED ABOVE. HEW WILL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OR ANY OTHER TYPE OF DAMAGE REGARDLESS OF THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT.⁴

CUSTOMER SUPPORT: If you experience problems with your AdvanTech flooring or sheathing, call us at **1.800.933.9220** before addressing the problem and a HEW representative will evaluate the problem.

*Limitations and Restrictions Apply
1. Delamination is defined as a visible separation of layers within the panel that would normally be adhered by the use of adhesives and/or resins during the manufacturing process, and that results in reduction of the panel's structural properties. Minor surface characteristics such as loose or folded surface flakes or minor localized edge checking or cosmetic imperfections do not qualify as delamination.
2. See details of warranties and exclusions outlined herein.
3. Proper installation shall be deemed to mean the most restrictive of the requirements specified by Huber Engineered Woods, local building code provision, the model building code adopted by the local jurisdiction, the government agency having jurisdiction or the engineer or architect of record.
4. These exclusions may not apply where such warranties arise under applicable consumer product warranty laws and cannot lawfully be disclaimed, and some states do not allow limitations on how long an implied warranty lasts. Therefore, the above limitations or exclusions may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding exclusion or limitation may not apply to you. These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

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Sales Office: 10925 David Taylor Drive • Suite 300 • Charlotte, NC 28262 • Telephone: 1.800.933.9220 • Facsimile: 704.547.9228 • huberwood.com





BUY AMERICA COST DOCUMENTATION
 WISCONSIN DOT RFB #510366
 PRE AWARD PREPARED 9-1-2020
 LINE 9

COMPONENT	MANUFACTURER	STATE	% OF TOTAL COST
CHASSIS	FORD MOTOR CO	OH	54.42%
PASSENGER SEATS	FREEDMAN SEATING LLC	IL	7.63%
AIR CONDITIONING	PRO AIR	PA	4.72%
WHEEL CHAIR LIFT	BRAUN	IN	5.09%
WHEEL CHAIR TIE DOWN SYSTEMS	Q'STRAIT	FL	2.34%

=====

Total% of vehicle manufactured in the United States (minimum): 74.19%

CONFIDENTIAL: This information is confidential, may be legally privileged, and is for the intended recipient only.

Final assembly point will be Elkhart, Indiana. At this location the raw, cut away chassis is converted into a passenger and/or paratransit bus, complete and ready for use.

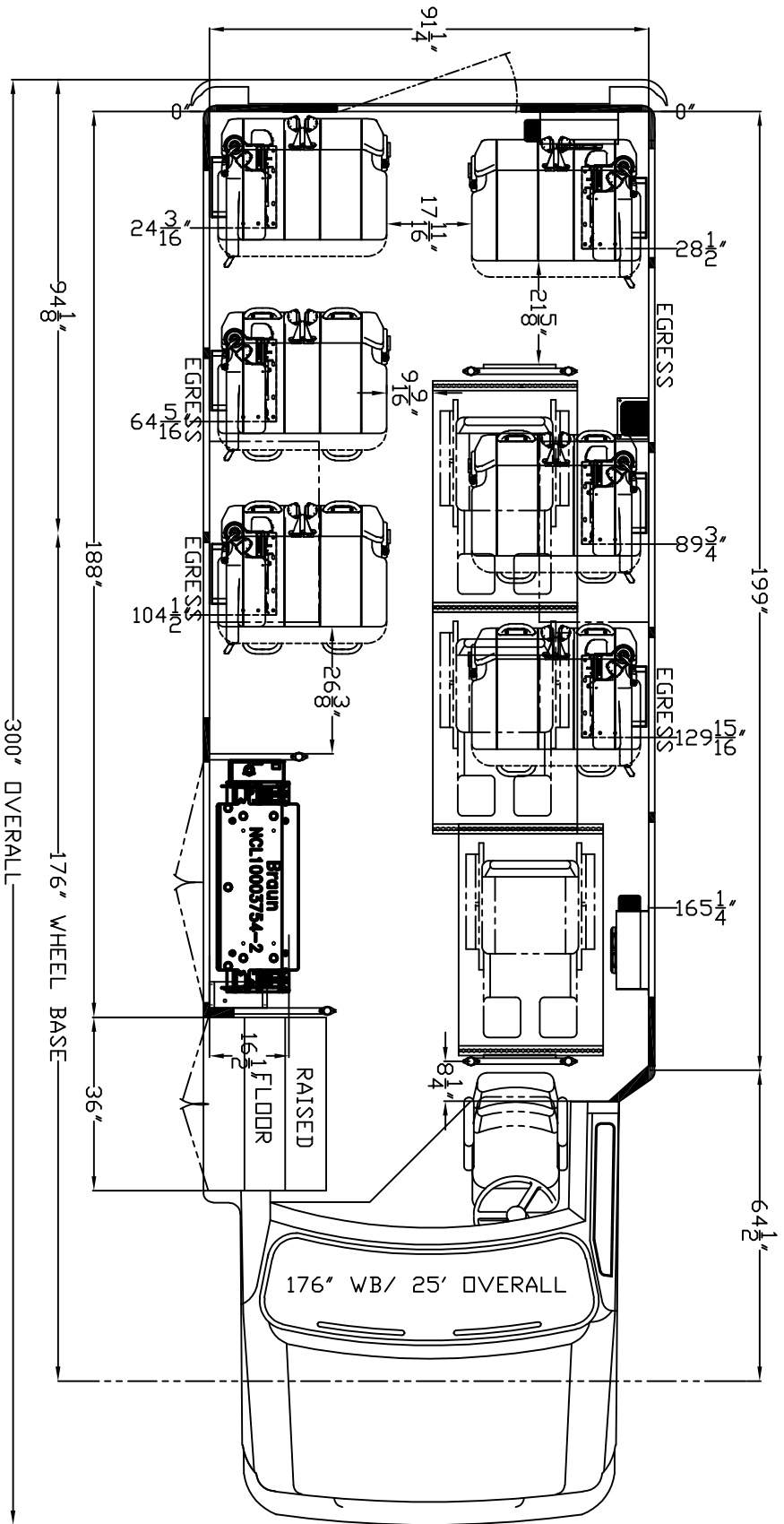
Activities include:

- Check-in, Inspection and preparation of chassis
- Fabrication of vehicle steel body framing
- Lamination of vehicle exterior walls and roof
- Mounting of vehicle body onto chassis framing
- Mounting of front and rear caps
- Installation and interconnection of heat and air conditioning equipment
- Installation of floor decking and floor covering
- Installation of electrical system and lighting
- Installation of passenger seats and grab rails
- Installation of door and windows
- Installation of all customer selected options such as destination signs, lifts, etc.
- Water testing of completed vehicle
- Road testing of completed vehicle
- Final inspection of vehicle and preparation for shipment

Final Assembly Address: 914 CR 1. Elkhart, Indiana 46514

REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION
-	-	-	-	-	-	-	-	-	-	-	-

Line 9 Floorplan



DEALER SIGNATURE: _____

Q-42-071620-00

DO NOT SCALE

A SIZE

PROJECTION: DESCRIPTION: Floor plan ECW 176-300 Front Lift (Braun1000/3754) Raised Floor 12P/3WC

W.I. NUMBER: DATE: 7-17-20 SCALE: N.T.S. REFERENCE NUMBER: SHEET 1 OF 2 PART NUMBER: 914 County Road 1 North Elkhart, IN 46514 (574) 327-2700 A DIVISION OF FOREST RIVER

THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN ARE THE EXCLUSIVE PROPERTY OF ELKHART COACH IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO ELKHART COACH.

TOLERANCES UNLESS OTHERWISE SPECIFIED ARE: FLOORPLANS ±1/2" ALL STRUCTURAL ±1/8" ANGLE ±1°

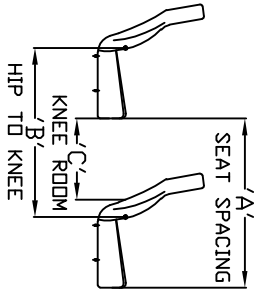
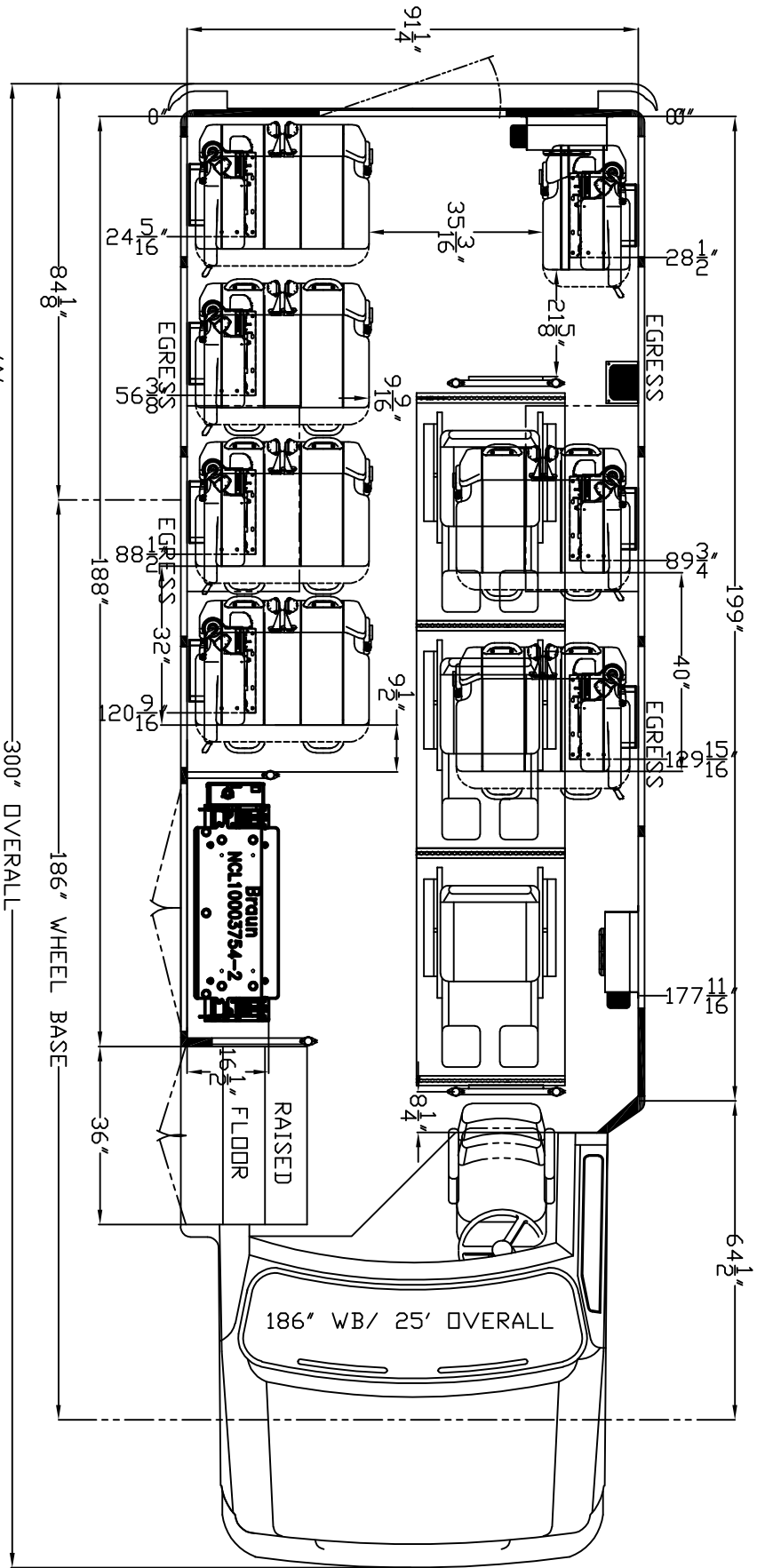
DRAWN BY: JOT CHECKED BY: _____

REV: -

900-11-0297

REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION
-	-	-	-	-	-	-	-	-	-	-	-

Line 11 Floorplan



SEAT STYLE	SEAT SPACING 'A'	HIP-TO-KNEE 'B'	KNEE ROOM 'C'
GD ES FOLD	40"	29"	11"
GD ES FOLD	32"	27"	9"

DEALER SIGNATURE: _____

Q-42-071620-01

DO NOT SCALE

PROJECTION: DESCRIPTION: Floor plan ECW 186-300 Front Lift (Braun1000/3754) Raised Floor 13P/3WC

W.I. NUMBER: _____ DATE: 8-6-20 SCALE: N.T.S. REFERENCE NUMBER: _____ SHEET 1 OF 1

914 County Road 1 North
Elkhart, IN 46514
(574) 327-2700
A DIVISION OF FOREST RIVER

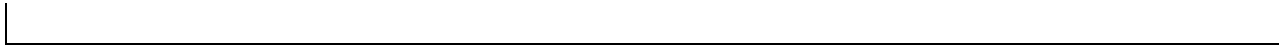
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TOLERANCES UNLESS OTHERWISE SPECIFIED ARE:
FLOORPLANS ±1/2"
ALL STRUCTURAL ±1/8"
ANGLE ±1°

DRAWN BY: JOT PART NUMBER: **900-05-1311** REV: -

CHECKED BY: _____

ELKHART COACH WEIGHT ANALYSIS



ELKHART COACH WEIGHT ANALYSIS





FMVSS/CMVSS Compliance Summary - 2012

The following information describes briefly the FMVSS standards and the Compliance Action that has been taken by either Elkhart Coach, the chassis manufacturer or both. This summary is not intended to replace the standards on file at Elkhart Coach, but is intended to briefly describe and summarize them.

FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	Elkhart Coach does not alter the OEM controls or displays. Any added components, controls or displays subject to the standard meet this standard.
102	Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking Effect	Compliance is deferred to the chassis manufacturer.
103	Windshield Defrosting & Defogging Systems	Compliance is deferred to the chassis manufacturer.
104	Windshield Wiping & Washing Systems	Compliance is deferred to the chassis manufacturer.
105	Hydraulic Brake Systems	Test data kept on file for vehicles that have had the frame stretched, or have had other system modifications.
106	Brake Hoses	Brake hoses are not altered. Compliance is deferred to the chassis manufacturer.
108	Lamps, Reflective Devices & Associated Equipment	Elkhart Coach does not alter OEM lighting. Additional lighting to include brake, turn, clearance and reverse lamps meet standard. Data on file.
111	Rear View Mirrors	All aftermarket mirrors installed by Elkhart Coach meet this standard and DOT regulations.
112	Headlamp Concealment Devices	Elkhart Coach does not manufacture vehicles with headlamp concealment devices.
113	Hood latch systems	Compliance is deferred to the chassis manufacturer.
114	Theft Protection	Compliance is deferred to the chassis manufacturer.
115	Vehicle Identification Number	Compliance is deferred to the chassis manufacturer.
116	Hydraulic Brake Fluids	Elkhart Coach does not alter brake systems. Vehicles with stretched frames have additional fluid added by the facility performing the chassis stretch using OEM instruction and materials. All other system modifications utilize only OEM-approved fluid.
118	Power Operated Window, Partition, and Roof Panel Systems	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rims for Motor Vehicles Other Than Passenger Cars	Compliance is deferred to the chassis manufacturer.
121	Air Brake Systems	All vehicles manufactured by Elkhart Coach are not equipped with air brake systems.
124	Accelerator Control Systems	Elkhart Coach does not alter the OEM accelerator system, with the exception of the addition of aftermarket fast idle systems on some vehicles. These systems meet this standard when installed in accordance with instructions.
203	Impact Protection for the Driver from the Steering Control System	Compliance is deferred to the chassis manufacturer.



FMVSS/CMVSS Compliance Summary - 2012

The following information describes briefly the FMVSS standards and the Compliance Action that has been taken by either Elkhart Coach, the chassis manufacturer or both. This summary is not intended to replace the standards on file at Elkhart Coach, but is intended to briefly describe and summarize them.

FMVSS No.	Standard Description	Compliance Action
204	Steering Control Rearward Displacement	Compliance is deferred to the chassis manufacturer.
205	Glazing Materials	No modifications are made to the OEM Glazing materials. Additional glazing materials meet the standard. Test data on file.
207	Seating System	All seating installed by Elkhart Coach meets this standard. Test data on file.
208	Occupant Crash Protection	No alterations are made to the OEM seat belts, air bag systems or associated hardware. Any seat belt systems added meet the standard. Test data on file.
209	Seat Belt Assemblies	No alterations are made to the OEM seat belts or associated hardware. Any seat belt systems added meet the standard. Test data on file.
210	Seat Belt Assembly Anchorage	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Test data on file.
212	Windshield Mounting	Compliance is deferred to the chassis manufacturer.
217	Bus Window Retention and Release	No modifications are made to the OEM windows. Additional windows meet the standard. Test data on file.
219	Windshield Zone Intrusion	Compliance is deferred to the chassis manufacturer.
220	School Bus Rollover Testing	All vehicles manufactured by Elkhart Coach are not completed to be used as school buses, however, Elkhart Coach has tested to this standard.
221	School Bus Body Joint Strength	All vehicles manufactured by Elkhart Coach are not completed to be used as school buses, however, Elkhart Coach has tested to this standard. Test data on file.
222	School Bus Passenger Seating and Crash Protection	All vehicles manufactured by Elkhart Coach are not completed to be used as school buses.
225	Child Restraint Anchorage Systems	All vehicles manufactured by Elkhart Coach exceed the applicability of this Standard (10,000 lbs GVWR). Elkhart Coach makes no statement as to conformity to this Standard.
302	Flammability of Interior Materials	All materials installed in the interior of Elkhart Coach products meet the standard. Test data on file.
303	Fuel System Integrity of Compressed Natural Gas Systems	Elkhart Coach does not typically produce vehicles with CNG systems. All vehicles equipped with CNG systems exceed the applicability (10,000 lbs. or less) of this standard.
304	Compressed Natural Gas Fuel Container Integrity	Elkhart Coach does not typically produce vehicles with CNG systems. All vehicles equipped with CNG systems exceed the applicability (10,000 lbs. or less) of this standard.
404	Platform Lift Installation on Motor Vehicles	Elkhart Coach installs wheelchair lifts according to manufacturer instructions and direction. Installations are verified and tested. Elkhart Coach has performed load testing to verify compliance. Test data on file.

STURAA TEST

7 YEAR

200,000 MILE BUS

from

**ELKHART COACH
DIVISION OF FOREST RIVER INC.**

MODEL ECII 186/313

DECEMBER 2005

PTI-BT-R0516

PENNS^TATE



The Pennsylvania Transportation Institute

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

Bus Testing and Research Center

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

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EXECUTIVE SUMMARY

Elkhart Coach submitted a model ECII 186/313, diesel-powered 19 seat (including the driver) 26-foot bus, for a 7 yr/200,000 mile STURAA test. The odometer reading at the time of delivery was 095.0 miles. Testing started on September 13, 2005 and was completed on December 9, 2005. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on September 22, 2005 and was completed on November 29, 2005.

The interior of the bus is configured with seating for 19 passengers including the driver and one wheel chair position. Free floor space will accommodate 9 standing passengers resulting in a potential load of 28 persons + 1 wheel chair position. At 150 lbs per person, this load results in a measured gross vehicle weight of 4,200 lbs. + 600 lbs (1 wheel chair position) = 4,800 lbs. In order to avoid exceeding the GAWR (9,450 lbs) of the rear axle, ballast for all 9 standing passengers was eliminated. This reduction from full capacity resulted in an adjusted measured gross vehicle weight of 13,820 lbs and was used for all dynamic testing. The middle segment was performed at a seated load weight of 13,820 lbs and the final segment was performed at a curb weight of 10,300 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance are provided in the Maintainability section of this report.

Accessibility, in general, was adequate. With the exception of the alternator, components covered in Section 1.3 (repair and/or replacement of selected subsystems), along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted. Access to the alternator was very limited.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The problems are also listed by class as defined in Section 2. The test bus encountered no Class 1 or Class 2 failures. Of the 13 reported failures, seven were Class 3 and six were Class 4.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 16.19 seconds.

The Shakedown Test produced a maximum final loaded deflection of 0.266 inches with a permanent set ranging between 0.001 to 0.006 inches under a distributed static load of 11,100 lbs. The Distortion Test was completed with all subsystems, doors

and escape mechanisms operating properly. No water leakage was observed throughout the test. All subsystems operated properly.

The test bus was not equipped with any type of tow eyes or tow hooks, therefore, the Static Towing Test was not performed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear, therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 8.1 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 6.46 mpg, 6.90 mpg, and 10.65 mpg respectively; with an overall average of 7.43 mpg.

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

ABBREVIATIONS

ABTC	- Altoona Bus Test Center
A/C	- air conditioner
ADB	- advance design bus
ATA-MC	- The Maintenance Council of the American Trucking Association
CBD	- central business district
CW	- curb weight (bus weight including maximum fuel, oil, and coolant; but without passengers or driver)
dB(A)	- decibels with reference to 0.0002 microbar as measured on the "A" scale
DIR	- test director
DR	- bus driver
EPA	- Environmental Protection Agency
FFS	- free floor space (floor area available to standees, excluding ingress/egress areas, area under seats, area occupied by feet of seated passengers, and the vestibule area)
GVL	- gross vehicle load (150 lb for every designed passenger seating position, for the driver, and for each 1.5 sq ft of free floor space)
GVW	- gross vehicle weight (curb weight plus gross vehicle load)
GVWR	- gross vehicle weight rating
MECH	- bus mechanic
mpg	- miles per gallon
mph	- miles per hour
PM	- Preventive maintenance
PSBRTF	- Penn State Bus Research and Testing Facility
PTI	- Pennsylvania Transportation Institute
rpm	- revolutions per minute
SAE	- Society of Automotive Engineers
SCH	- test scheduler
SEC	- secretary
SLW	- seated load weight (curb weight plus 150 lb for every designed passenger seating position and for the driver)
STURAA	- Surface Transportation and Uniform Relocation Assistance Act
TD	- test driver
TECH	- test technician
TM	- track manager
TP	- test personnel

TEST BUS CHECK-IN

I. OBJECTIVE

The objective of this task is to log in the test bus, assign a bus number, complete the vehicle data form, and perform a safety check.

II. TEST DESCRIPTION

The test consists of assigning a bus test number to the bus, cleaning the bus, completing the vehicle data form, obtaining any special information and tools from the manufacturer, determining a testing schedule, performing an initial safety check, and performing the manufacturer's recommended preventive maintenance. The bus manufacturer must certify that the bus meets all Federal regulations.

III. DISCUSSION

The check-in procedure is used to identify in detail the major components and configuration of the bus.

The test bus consists of an Elkhart Coach, model ECII 186/313. The bus is built on a Ford E450 Super Duty chassis. The bus has an O.E.M. driver's door and passenger entrance rear of the front axle, and a dedicated handicap entrance rear of the rear axle which is equipped with a Braun Corp. model NCL917F1B wheel chair lift. Power is provided by a diesel-fueled, Ford model 6.0 L Power Stroke engine coupled to a Ford model 5 Speed Auto OD-Torq-Shift transmission.

The measured curb weight is 3,920 lbs for the front axle and 6,380 lbs for the rear axle. These combined weights provide a total measured curb weight of 10,300 lbs. There are 19 seats including the driver, 1 wheel chair position and room for 9 standing passengers bringing the total passenger capacity to 28 + 1 wheel chair. Gross load is $150 \text{ lb} \times 28 = 4,200 \text{ lbs} + 600 \text{ lbs}$ (wheel chair position) = 4,800 lbs. At full capacity, the measured gross vehicle weight is 15,290 lbs. This value was used for all static tests. In order to avoid exceeding the GARW (9,450 lbs) of the rear axle, ballast for all 9 standing passengers was eliminated. This reduction from full capacity resulted in an adjusted measured gross vehicle weight of 13,820 lbs and was used for all dynamic testing.

VEHICLE DATA FORM

Bus Number: 0516	Arrival Date: 9-13-05
Bus Manufacturer: Elkhart Coach	Vehicle Identification Number (VIN): 1FDXE45P25HB31819
Model Number: EC II 186/313	Date: 9-13-05
Personnel: T.S. & S.C.	Chassis: Ford / E450 Super Duty

WEIGHT: * Values in parentheses indicate the adjusted weights necessary to avoid exceeding the GAWR. These values were used for all dynamic testing.

Individual Wheel Reactions:

Weights (lb)	Front Axle		Middle Axle		Rear Axle	
	Right	Left	Right	Left	Right	Left
CW	1,920	2,000	N/A	N/A	3,520	2,860
SLW	2,020	2,330	N/A	N/A	5,030	4,440
GVW	2,140 (2,020)	2,500 (2,330)	N/A	N/A	5,520 (5,030)	5,130 (4,440)

Total Weight Details:

Weight (lb)	CW	SLW	GVW	GAWR
Front Axle	3,920	4,350	4,640 (4,350)	4,600
Middle Axle	N/A	N/A	N/A	N/A
Rear Axle	6,380	9,470	10,650 (9,470)	9,450
Total	10,300	13,820	15,290 (13,820)	GVWR: 14,050

Dimensions:

Length (ft/in)	26 / 3.0
Width (in)	96.0
Height (in)	113.0
Front Overhang (in)	30.25
Rear Overhang (in)	97.5
Wheel Base (in)	187.25
Wheel Track (in)	Front: 69.0
	Rear: 77.5

Bus Number: 0516	Date: 9-13-05
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CLEARANCES:

Lowest Point Outside Front Axle	Location: Steering stabilizer	Clearance(in): 11.1
Lowest Point Outside Rear Axle	Location: Tailpipe	Clearance(in): 14.8
Lowest Point between Axles	Location: Step well	Clearance(in): 8.9
Ground Clearance at the center (in)	11.8	
Front Approach Angle (deg)	23.0	
Rear Approach Angle (deg)	8.6	
Ramp Clearance Angle (deg)	7.2	
Aisle Width (in)	15.8	
Inside Standing Height at Center Aisle (in)	77.0	

BODY DETAILS:

Body Structural Type	Integral		
Frame Material	Steel		
Body Material	Aluminum & fiberglass		
Floor Material	Plywood		
Roof Material	Fiberglass		
Windows Type	<input checked="" type="checkbox"/> Fixed	<input type="checkbox"/> Movable	
Window Mfg./Model No.	Spec-Temp / ASE M10 DOT 243		
Number of Doors	<u>1</u> Front	<u>1</u> Rear	<u>1</u> Handicap
Mfr. / Model No.	A & M / 133.2		
Dimension of Each Door (in)	Front- 32.5 x 81.0	Driver's – 31.0 x 54.5 Handicap – 47.0 x 72.0	
Passenger Seat Type	<input type="checkbox"/> Cantilever	<input checked="" type="checkbox"/> Pedestal	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	Freedman Seating / Hi-Back Double Seats		
Driver Seat Type	<input type="checkbox"/> Air	<input type="checkbox"/> Spring	<input checked="" type="checkbox"/> Other (explain)
Mfr. / Model No.	Freedman Seating / Hi-Back		
Number of Seats (including Driver)	19 + 1 wheelchair position		

Bus Number: 0516	Date: 9-13-05
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BODY DETAILS (Contd..)

Free Floor Space (ft ²)	14.9				
Height of Each Step at Normal Position (in)	Front	1. <u>11.2</u>	2. <u>8.9</u>	3. <u>9.1</u>	4. <u>N/A</u>
	Middle	1. <u>N/A</u>	2. <u>N/A</u>	3. <u>N/A</u>	4. <u>N/A</u>
	Rear	1. <u>N/A</u>	2. <u>N/A</u>	3. <u>N/A</u>	4. <u>N/A</u>
Step Elevation Change - Kneeling (in)	N/A				

ENGINE

Type	<input checked="" type="checkbox"/> C.I.		<input type="checkbox"/> Alternate Fuel	
	<input type="checkbox"/> S.I.		<input type="checkbox"/> Other (explain)	
Mfr. / Model No.	Ford Motor Co. / 6.0 Liter Power Stroke			
Location	<input checked="" type="checkbox"/> Front		<input type="checkbox"/> Rear	<input type="checkbox"/> Other (explain)
Fuel Type	<input type="checkbox"/> Gasoline		<input type="checkbox"/> CNG	<input type="checkbox"/> Methanol
	<input checked="" type="checkbox"/> Diesel		<input type="checkbox"/> LNG	<input type="checkbox"/> Other (explain)
Fuel Tank Capacity (indicate units)	60 gals			
Fuel Induction Type	<input checked="" type="checkbox"/> Injected		<input type="checkbox"/> Carburetion	
Fuel Injector Mfr. / Model No.	Ford Motor Co. / 6.0 Liter Power Stroke			
Carburetor Mfr. / Model No.	N/A			
Fuel Pump Mfr. / Model No.	Ford Motor Co. / 6.0 Liter Power Stroke			
Alternator (Generator) Mfr. / Model No.	Ford-Motorcraft / VR42/4G			
Maximum Rated Output (Volts / Amps)	14.4 / 140			
Air Compressor Mfr. / Model No.	N/A			
Maximum Capacity (ft ³ / min)	N/A			
Starter Type	<input checked="" type="checkbox"/> Electrical		<input type="checkbox"/> Pneumatic	<input type="checkbox"/> Other (explain)
Starter Mfr. / Model No.	Visteon / 5B24C			

Bus Number: 0516	Date: 9-13-05
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TRANSMISSION

Transmission Type	<input type="checkbox"/> Manual	<input checked="" type="checkbox"/> Automatic	
Mfr. / Model No.	Ford Motor Co. / 5 Speed Auto OD-Torq-Shift		
Control Type	<input checked="" type="checkbox"/> Mechanical	<input type="checkbox"/> Electrical	<input type="checkbox"/> Other
Torque Converter Mfr. / Model No.	Ford Motor Co. / 5 Speed Auto OD-Torq-Shift		
Integral Retarder Mfr. / Model No.	N/A		

SUSPENSION

Number of Axles	2		
Front Axle Type	<input checked="" type="checkbox"/> Independent	<input type="checkbox"/> Beam Axle	
Mfr. / Model No.	Ford Motor Co. / Twin I-Beam		
Axle Ratio (if driven)	N/A		
Suspension Type	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Spring	<input type="checkbox"/> Other (explain)
No. of Shock Absorbers	2		
Mfr. / Model No.	Motorcraft / 1C2418045		
Middle Axle Type	<input type="checkbox"/> Independent	<input type="checkbox"/> Beam Axle	
Mfr. / Model No.	N/A		
Axle Ratio (if driven)	N/A		
Suspension Type	<input type="checkbox"/> Air	<input type="checkbox"/> Spring	<input type="checkbox"/> Other (explain)
No. of Shock Absorbers	N/A		
Mfr. / Model No.	N/A		
Rear Axle Type	<input type="checkbox"/> Independent	<input checked="" type="checkbox"/> Beam Axle	
Mfr. / Model No.	Dana / Full Floating 10.5 HD		
Axle Ratio (if driven)	4:10		
Suspension Type	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Spring	<input type="checkbox"/> Other (explain)

No. of Shock Absorbers	2
Mfr. / Model No.	Motorcraft / XC25-180-80

Bus Number: 0516	Date: 9-13-05
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WHEELS & TIRES

Front	Wheel Mfr./ Model No.	Accuride / 16 x 8.25
	Tire Mfr./ Model No.	Michelin LTX / LT 225/75R16
Rear	Wheel Mfr./ Model No.	Accuride / 16 x 8.25
	Tire Mfr./ Model No.	Michelin LTX / LT 225/75R16

BRAKES

Front Axle Brakes Type	<input type="checkbox"/> Cam	<input checked="" type="checkbox"/> Disc	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	Motorcraft / 13.03"		
Middle Axle Brakes Type	<input type="checkbox"/> Cam	<input type="checkbox"/> Disc	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	N/A		
Rear Axle Brakes Type	<input type="checkbox"/> Cam	<input checked="" type="checkbox"/> Disc	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	Motorcraft / 12.9"		
Retarder Type	N/A		
Mfr. / Model No.	N/A		

HVAC

Heating System Type	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Other
Capacity (Btu/hr)	35,000		
Mfr. / Model No.	Pro-Air / 50-000-508		
Air Conditioner	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Location	Front – dash Rear - Interior ceiling		
Capacity (Btu/hr)	60,000		
A/C Compressor Mfr. / Model No.	Trans-Air / 512226		

STEERING

Steering Gear Box Type	Hydraulic gear
------------------------	----------------

Mfr. / Model No.	Ford / 6C22 3504 AA
Steering Wheel Diameter	15.5
Number of turns (lock to lock)	4.0

Bus Number: 0516	Date: 9-13-05
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OTHERS

Wheel Chair Ramps	Location: N/A	Type: N/A
Wheel Chair Lifts	Location: Right rear	Type: Platform lift
Mfr. / Model No.	The Braun Corp. / NCL917F1B	
Emergency Exit	Location: Windows Doors	Number: 3 2

CAPACITIES

Fuel Tank Capacity (units)	60 gals
Engine Crankcase Capacity (gallons)	3.75
Transmission Capacity (gallons)	4.4
Differential Capacity (gallons)	2.1
Cooling System Capacity (quarts)	6.9
Power Steering Fluid Capacity (gallons)	Not available.

COMPONENT/SUBSYSTEM INSPECTION FORM

Bus Number: 0516	Date: 9-13-05
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Subsystem	Checked	Comments
Air Conditioning Heating and Ventilation		
Body and Sheet Metal		
Frame		
Steering		
Suspension		
Interior/Seating		
Axles		
Brakes		
Tires/Wheels		
Exhaust		
Fuel System		Diesel
Power Plant		
Accessories		
Lift System		
Interior Fasteners		
Batteries		

CHECK - IN



ELKHART COACH MODEL ECII 186/313



CHECK - IN CONT.



**ELKHART COACH
MODEL ECII 186/313 EQUIPPED WITH A BRAUN
MODEL NCL917F1B HANDICAP LIFT**



1. MAINTAINABILITY

1.1 ACCESSIBILITY OF COMPONENTS AND SUBSYSTEMS

1.1-I. TEST OBJECTIVE

The objective of this test is to check the accessibility of components and subsystems.

1.1-II. TEST DESCRIPTION

Accessibility of components and subsystems is checked, and where accessibility is restricted the subsystem is noted along with the reason for the restriction.

1.1-III. DISCUSSION

Accessibility, in general, was adequate. With the exception of the alternator, components covered in Section 1.3 (repair and/or replacement of selected subsystems), along with all other components encountered during testing, were found to be readily accessible and no restrictions were noted. Access to the alternator was very limited.

ACCESSIBILITY DATA FORM

Bus Number: 0516	Date: 12-6-05
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Component	Checked	Comments
ENGINE :		
Oil Dipstick		
Oil Filler Hole		
Oil Drain Plug		
Oil Filter		
Fuel Filter		
Air Filter		
Belts		
Coolant Level		
Coolant Filler Hole		
Coolant Drain		
Spark / Glow Plugs		
Alternator		Limited access.
Diagnostic Interface Connector		
TRANSMISSION :		
Fluid Dip-Stick		
Filler Hole		Fill through dip tube.
Drain Plug		
SUSPENSION :		
Bushings		
Shock Absorbers		
Air Springs		
Leveling Valves		
Grease Fittings		

ACCESSIBILITY DATA FORM

Bus Number: 0516	Date: 12-6-05
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Component	Checked	Comments
HVAC :		
A/C Compressor		
Filters		
Fans		
ELECTRICAL SYSTEM :		
Fuses		
Batteries		
Voltage regulator		
Voltage Converters		
Lighting		
MISCELLANEOUS :		
Brakes		
Handicap Lifts/Ramps		
Instruments		
Axles		
Exhaust		
Fuel System		
OTHERS :		

1.2 SERVICING, PREVENTIVE MAINTENANCE, AND REPAIR AND MAINTENANCE DURING TESTING

1.2-I. TEST OBJECTIVE

The objective of this test is to collect maintenance data about the servicing, preventive maintenance, and repair.

1.2.-II. TEST DESCRIPTION

The test will be conducted by operating the NBM and collecting the following data on work order forms and a driver log.

1. **Unscheduled Maintenance**
 - a. Bus number
 - b. Date
 - c. Mileage
 - d. Description of malfunction
 - e. Location of malfunction (e.g., in service or undergoing inspection)
 - f. Repair action and parts used
 - g. Man-hours required

2. **Scheduled Maintenance**
 - a. Bus number
 - b. Date
 - c. Mileage
 - d. Engine running time (if available)
 - e. Results of scheduled inspections
 - f. Description of malfunction (if any)
 - g. Repair action and parts used (if any)
 - h. Man-hours required

The buses will be operated in accelerated durability service. While typical items are given below, the specific service schedule will be that specified by the manufacturer.

- A. **Service**
 1. Fueling
 2. Consumable checks
 3. Interior cleaning

- B. **Preventive Maintenance**
 4. Brake adjustments
 5. Lubrication
 6. 3,000 mi (or equivalent) inspection

7. Oil and filter change inspection
8. Major inspection
9. Tune-up

C. Periodic Repairs

1. Brake reline
2. Transmission change
3. Engine change
4. Windshield wiper motor change
5. Stoplight bulb change
6. Towing operations
7. Hoisting operations

1.2-III. DISCUSSION

Servicing and preventive maintenance were performed at manufacturer specified intervals. The following Scheduled Maintenance Form lists the mileage, items serviced, the service interval, and amount of time required to perform the maintenance. Table 1 is a list of the lubricating products used in servicing. Finally, the Unscheduled Maintenance List along with Unscheduled Maintenance related photographs is included in Section 5.7, Structural Durability. This list supplies information related to failures that occurred during the durability portion of testing. The Unscheduled Maintenance List includes the date and mileage at which the malfunction occurred, a description of the malfunction and repair, and the time required to perform the repair.

(Page 1 of 1)
SCHEDULED MAINTENANCE
 Elkhart Coach #0516

DATE	TEST MILES	SERVICE	ACTIVITY	DOWN TIME	HOURS
09-29-05	1,056	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
10-17-05	1,940	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
10-26-05	3,224	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
11-04-05	4,315	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
11-09-05	4,716	P.M. / Inspection Fuel Economy Prep	Linkage, tie rods, universals/u-joints all lubed. Oil changed. Oil, fuel, and air filters changed. Transmission oil and filter changed.	8.00	8.00
11-17-05	5,680	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
11-21-05	6,110	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
12-02-05	7,500	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00

Table 1. STANDARD LUBRICANTS

The following is a list of Texaco lubricant products used in bus testing conducted by the Penn State University Altoona Bus Testing Center:

<u>ITEM</u>	<u>PRODUCT CODE</u>	<u>TEXACO DESCRIPTION</u>
Engine oil	#2112	URSA Super Plus SAE 30
Transmission oil	#1866	Automatic Trans Fluid Mercon/Dexron II Multipurpose
Gear oil	#2316	Multigear Lubricant EP SAE 80W90
Wheel bearing & Chassis grease	#1935	Starplex II

1.3 REPLACEMENT AND/OR REPAIR OF SELECTED SUBSYSTEMS

1.3-I. TEST OBJECTIVE

The objective of this test is to establish the time required to replace and/or repair selected subsystems.

1.3-II. TEST DESCRIPTION

The test will involve components that may be expected to fail or require replacement during the service life of the bus. In addition, any component that fails during the NBM testing is added to this list. Components to be included are:

1. Transmission
2. Alternator
3. Starter
4. Batteries
5. Windshield wiper motor

1.3-III. DISCUSSION

During the test, several additional components were removed for repair or replacement. Following is a list of components and total repair/replacement time.

	<u>MAN HOURS</u>
3 tail pipe hangers.	0.50
Power-train control module.	3.00
Rear spring beam center bolt.	1.50
Engine cover mounting lug.	1.00
Right front radius arm isolator.	1.00

At the end of the test, the remaining items on the list were removed and replaced. The transmission assembly took 9.0 man-hours (two men 4.5 hrs) to remove and replace. The time required for repair/replacement of the four remaining components is given on the following Repair and/or Replacement Form.

REPLACEMENT AND/OR REPAIR FORM

Subsystem	Replacement Time
Transmission	9.00 man hours
Wiper Motor	0.75 man hours
Starter	0.50 man hours
Alternator	2.00 man hours
Batteries	0.50 man hours

1.3 REPLACEMENT AND/OR REPAIR OF SELECTED SUBSYSTEMS



**TRANSMISSION REMOVAL AND REPLACEMENT
(9.00 MAN HOURS)**

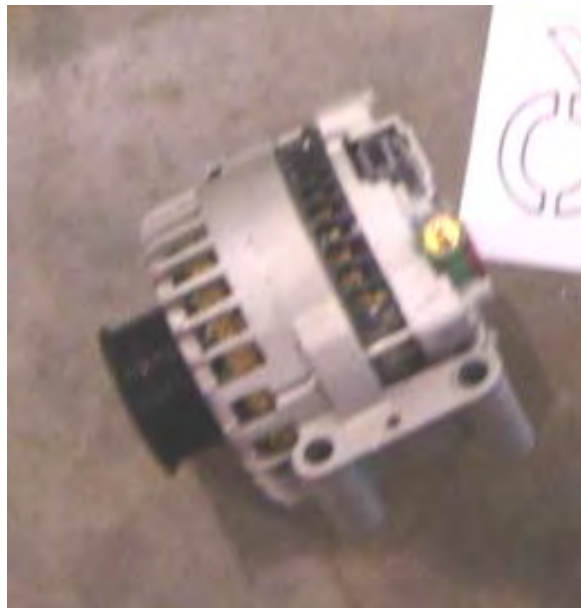


**WIPER MOTOR REMOVAL AND REPLACEMENT
(0.75 MAN HOURS)**

1.3 REPLACEMENT AND/OR REPAIR OF SELECTED SUBSYSTEMS CONT.



STARTER REMOVAL AND REPLACEMENT (0.50 MAN HOURS)



ALTERNATOR REMOVAL AND REPLACEMENT (2.00 MAN HOURS)

2. RELIABILITY - DOCUMENTATION OF BREAKDOWN AND REPAIR TIMES DURING TESTING

2-I. TEST OBJECTIVE

The objective of this test is to document unscheduled breakdowns, repairs, down time, and repair time that occur during testing.

2-II. TEST DESCRIPTION

Using the driver log and unscheduled work order forms, all significant breakdowns, repairs, man-hours to repair, and hours out of service are recorded on the Reliability Data Form.

CLASS OF FAILURES

Classes of failures are described below:

- (a) Class 1: Physical Safety. A failure that could lead directly to passenger or driver injury and represents a severe crash situation.
- (b) Class 2: Road Call. A failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.
- (c) Class 3: Bus Change. A failure that requires removal of the bus from service during its assignments. The bus is operable to a rendezvous point with a replacement bus.
- (d) Class 4: Bad Order. A failure that does not require removal of the bus from service during its assignments but does degrade coach operation. The failure shall be reported by driver, inspector, or hostler.

2-III. DISCUSSION

A listing of breakdowns and unscheduled repairs is accumulated during the Structural Durability Test. The following Reliability Data Form lists all unscheduled repairs under classes as defined above. These classifications are somewhat subjective as the test is performed on a test track with careful inspections every two hours. However, even on the road, there is considerable latitude on deciding how to handle many failures.

The Unscheduled Repair List is also attached to provide a reference for the repairs that are included in the Reliability Data Forms.

The classification of repairs according to subsystem is intended to emphasize those systems which had persistent minor or more serious problems. There were no Class 1 or 2 failures. Of the seven Class 3 failures, three involved electrical problems, two occurred in the exhaust system and one each with the engine and suspension system. These, and the remaining six Class 4 failures are available for review in the Unscheduled Maintenance List, located in Section 5.7 Structural Durability.

RELIABILITY DATA FORMS

Bus Number: 0516	Date: 11-29-05
Personnel: Bob Reifsteck	

Failure Type			
Class 4 Bad Order	Class 3 Bus Change	Class 2 Road Call	Class 1 Physical Safety

Subsystems	Mileage	Mileage	Mileage	Mileage	Man Hours	Down Time
Electrical	534				1.00	1.00
		1,528			1.00	17.00
		1,686			3.00	94.00
		1,889			1.00	10.00
Doors/Windows	5,027				1.00	8.00
	5,240				1.00	1.00
	5,680				0.50	0.50
Exhaust System		1,405			1.00	1.00
		1,889			0.50	0.50
Suspension		3,675			1.50	18.00
	6,109				1.00	1.00
Engine		3,279			0.50	8.00
Handicap Device	7,500				1.00	0.00

3. SAFETY - A DOUBLE-LANE CHANGE (OBSTACLE AVOIDANCE)

3-I. TEST OBJECTIVE

The objective of this test is to determine handling and stability of the bus by measuring speed through a double lane change test.

3-II. TEST DESCRIPTION

The Safety Test is a vehicle handling and stability test. The bus will be operated at SLW on a smooth and level test track. The bus will be driven through a double lane change course at increasing speed until the test is considered unsafe or a speed of 45 mph is reached. The lane change course will be set up using pylons to mark off two 12 foot center to center lanes with two 100 foot lane change areas 100 feet apart. The bus will begin in one lane, change to the other lane in a 100 foot span, travel 100 feet, and return to the original lane in another 100 foot span. This procedure will be repeated, starting first in the right-hand and then in the left-hand lane.

3-III. DISCUSSION

The double-lane change was performed in both right-hand and left-hand directions. The bus was able to safely negotiate the test course in both the right-hand and left-hand directions up to the maximum test speed of 45 mph.

SAFETY DATA FORM

Bus Number: 0516	Date: 11-14-05
Personnel: B.S., T.S. & E.L.	

Temperature (°F): 60	Humidity (%): 43
Wind Direction: W	Wind Speed (mph): 3
Barometric Pressure (in.Hg): 30.33	

SAFETY TEST: DOUBLE LANE CHANGE	
Maximum safe speed tested for double-lane change to left	45 mph
Maximum safe speed tested for double-lane change to right	45 mph
Comments of the position of the bus during the lane change: A safe profile was maintained through all portions of testing.	
Comments of the tire/ground contact patch: Tire/ground contact was maintained through all portions of testing.	

3. SAFETY



RIGHT - HAND APPROACH



LEFT - HAND APPROACH

4. PERFORMANCE - AN ACCELERATION, GRADEABILITY, AND TOP SPEED TEST

4-I. TEST OBJECTIVE

The objective of this test is to determine the acceleration, gradeability, and top speed capabilities of the bus.

4-II. TEST DESCRIPTION

In this test, the bus will be operated at SLW on the skid pad at the PSBRTF. The bus will be accelerated at full throttle from a standstill to a maximum "geared" or "safe" speed as determined by the test driver. The vehicle speed is measured using a Correvit non-contacting speed sensor. The times to reach speed between ten mile per hour increments are measured and recorded using a stopwatch with a lap timer. The time to speed data will be recorded on the Performance Data Form and later used to generate a speed vs. time plot and gradeability calculations.

4-III. DISCUSSION

This test consists of three runs in both the clockwise and counterclockwise directions on the Test Track. Velocity versus time data is obtained for each run and results are averaged together to minimize any test variability which might be introduced by wind or other external factors. The test was performed up to a maximum speed of 50 mph. The fitted curve of velocity vs. time is attached, followed by the calculated gradeability results. The average time to obtain 50 mph was 16.19 seconds.

PERFORMANCE DATA FORM

Bus Number: 0516		Date: 11-14-05	
Personnel: B.S., T.S. & E.L.			
Temperature (°F): 54		Humidity (%): 43	
Wind Direction: W		Wind Speed (mph): 3	
Barometric Pressure (in.Hg): 30.33			
Air Conditioning compressor-OFF		___ Checked	
Ventilation fans-ON HIGH		___ Checked	
Heater pump motor-Off		___ Checked	
Defroster-OFF		___ Checked	
Exterior and interior lights-ON		___ Checked	
Windows and doors-CLOSED		___ Checked	
ACCELERATION, GRADEABILITY, TOP SPEED			
Counter Clockwise Recorded Interval Times			
Speed	Run 1	Run 2	Run 3
10 mph	3.13	3.18	3.31
20 mph	5.53	4.55	4.42
30 mph	7.55	7.27	6.89
40 mph	11.40	11.05	10.36
Top Test Speed(mph) 50	17.02	16.55	15.80
Clockwise Recorded Interval Times			
Speed	Run 1	Run 2	Run 3
10 mph	3.40	3.24	3.10
20 mph	4.59	4.40	4.71
30 mph	7.05	6.81	6.96
40 mph	10.96	10.65	10.95
Top Test Speed(mph) 50	15.30	15.99	16.49

PERFORMANCE SUMMARY SHEET

BUS MANUFACTURER :Elkhart Coach
 BUS MODEL :ECII 186/313

BUS NUMBER :0516
 TEST DATE :11/14/05

TEST CONDITIONS :

 TEMPERATURE (DEG F) : 54.0
 WIND DIRECTION : W
 WIND SPEED (MPH) : 3.0
 HUMIDITY (%) : 43
 BAROMETRIC PRESSURE (IN. HG) : 30.3

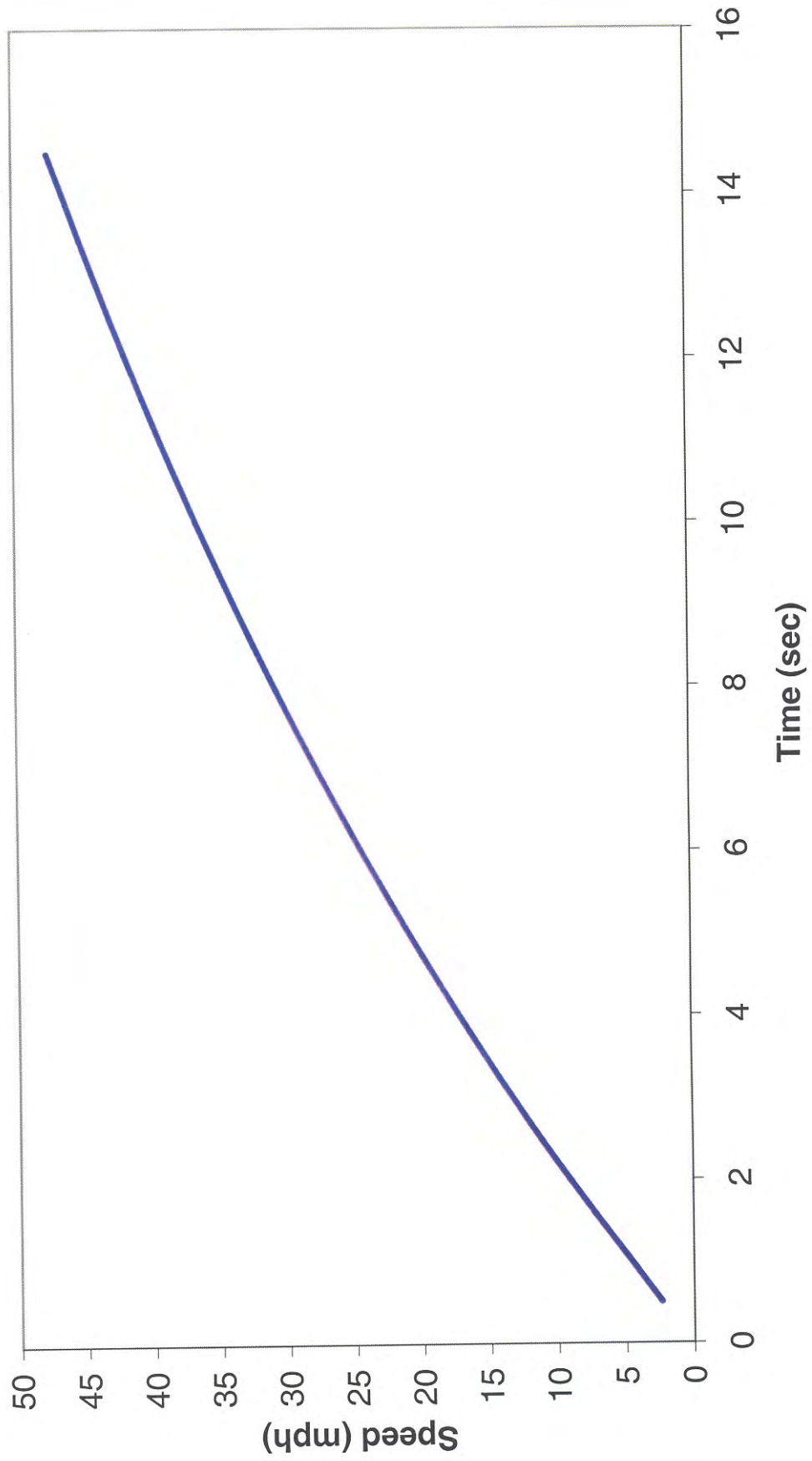
VEHICLE SPEED (MPH)	AVERAGE TIME (SEC)		
	CCW DIRECTION	CW DIRECTION	TOTAL
10.0	3.21	3.25	3.23
20.0	4.83	4.57	4.70
30.0	7.24	6.94	7.09
40.0	10.94	10.85	10.90
50.0	16.46	15.93	16.19

TEST SUMMARY :

VEHICLE SPEED (MPH)	TIME (SEC)	ACCELERATION (FT/SEC^2)	MAX. GRADE (%)
1.0	.21	7.0	22.3
5.0	1.07	6.7	21.1
10.0	2.21	6.2	19.6
15.0	3.43	5.8	18.2
20.0	4.76	5.3	16.8
25.0	6.19	4.9	15.4
30.0	7.75	4.5	14.1
35.0	9.46	4.1	12.8
40.0	11.35	3.7	11.6
45.0	13.43	3.3	10.4
50.0	15.76	3.0	9.3

NOTE : Gradeability results were calculated from performance
 ---- test data. Actual sustained gradeability performance
 for vehicles equipped with auto transmission may be
 lower than the values indicated here.

Velocity vs. Time
Elkhart Coach #0516



5. STRUCTURAL INTEGRITY

5.1 STRUCTURAL STRENGTH AND DISTORTION TESTS - STRUCTURAL SHAKEDOWN TEST

5.1-I. DISCUSSION

The objective of this test is to determine certain static characteristics (e.g., bus floor deflection, permanent structural deformation, etc.) under static loading conditions.

5.1-II. TEST DESCRIPTION

In this test, the bus will be isolated from the suspension by blocking the vehicle under the suspension points. The bus will then be loaded and unloaded up to a maximum of three times with a distributed load equal to 2.5 times gross load. Gross load is 150 lb for every designed passenger seating position, for the driver, and for each 1.5 sq ft of free floor space. For a distributed load equal to 2.5 times gross load, place a 375-lb load on each seat and on every 1.5 sq ft of free floor space. The first loading and unloading sequence will "settle" the structure. Bus deflection will be measured at several locations during the loading sequences.

5.1-III. DISCUSSION

This test was performed based on a maximum passenger capacity of 28 people including the driver and 1 wheelchair position. The resulting test load is $(28 \times 375 \text{ lb}) = 10,500 \text{ lbs} + 600 \text{ lbs}$ (wheelchair position) = 11,100 lbs. The load is distributed evenly over the passenger space. Deflection data before and after each loading and unloading sequence is provided on the Structural Shakedown Data Form.

The unloaded height after each test becomes the original height for the next test. Some initial settling is expected due to undercoat compression, etc. After each loading cycle, the deflection of each reference point is determined. The bus is then unloaded and the residual (permanent) deflection is recorded. On the final test, the maximum loaded deflection was 0.266 inches at reference point 8. The maximum permanent deflection after the final loading sequence ranged from 0.001 inches at reference point 12 to 0.006 inches at reference point 2.

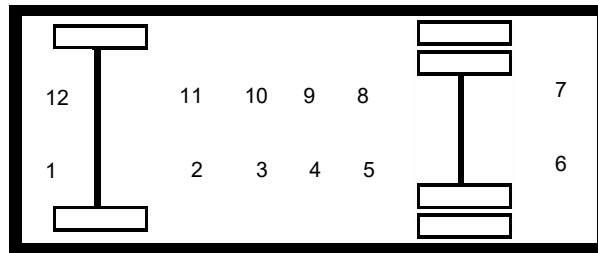
STRUCTURAL SHAKEDOWN DATA FORM

Bus Number: 0516	Date: 9-14-05
Personnel: T.S., E.L. & S.C.	Temperature (°F): 67
Loading Sequence: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 (check one)	
Test Load (lbs): 11,100	

Indicate Approximate Location of Each Reference Point

Right

Front
of
Bus



Left

Top View

Reference Point No.	A (in) Original Height	B (in) Loaded Height	B-A (in) Loaded Deflection	C (in) Unloaded Height	C-A (in) Permanent Deflection
1	0	-.036	-.036	-.003	-.003
2	0	.043	.043	.024	.024
3	0	.113	.113	.033	.033
4	0	.260	.260	.039	.039
5	0	.288	.288	.045	.045
6	0	-.090	-.090	-.016	-.016
7	0	-.097	-.097	-.023	-.023
8	0	.279	.279	.044	.044
9	0	.258	.258	.041	.041
10	0	.235	.235	.061	.061
11	0	.119	.119	.023	.023
12	0	-.100	-.100	-.018	-.018

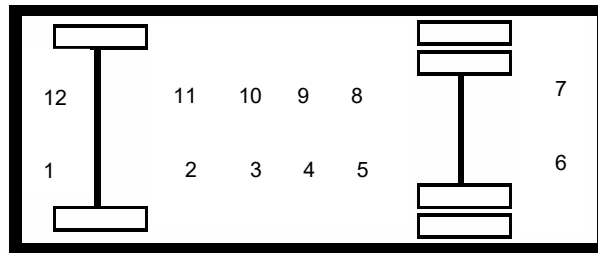
STRUCTURAL SHAKEDOWN DATA FORM

Bus Number: 0516	Date: 9-19-05
Personnel: D.L., T.S., S.C. & E.L.	Temperature (°F): 74
Loading Sequence: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 (check one)	
Test Load (lbs): 11,100	

Indicate Approximate Location of Each Reference Point

Right

Front
of
Bus



Left

Top View

Reference Point No.	A (in) Original Height	B (in) Loaded Height	B-A (in) Loaded Deflection	C (in) Unloaded Height	C-A (in) Permanent Deflection
1	-.003	-.058	.055	-.008	.005
2	.024	.143	.119	.030	.006
3	.033	.220	.187	.036	.003
4	.039	.271	.232	.042	.003
5	.045	.307	.262	.050	.005
6	-.016	-.095	.079	-.020	.004
7	-.023	-.097	.074	-.027	.005
8	.044	.310	.266	.048	.004
9	.041	.287	.246	.044	.003
10	.061	.259	.198	.064	.003
11	.023	.128	.105	.028	.005
12	-.018	-.112	-.106	-.019	.001

5.1 STRUCTURAL SHAKEDOWN TEST



**BUS LOADED TO 2.5 TIMES GVL
(11,100 LBS)**

5.2 STRUCTURAL STRENGTH AND DISTORTION TESTS - STRUCTURAL DISTORTION

5.2-I. TEST OBJECTIVE

The objective of this test is to observe the operation of the bus subsystems when the bus is placed in a longitudinal twist simulating operation over a curb or through a pothole.

5.2-II. TEST DESCRIPTION

With the bus loaded to GVWR, each wheel of the bus will be raised (one at a time) to simulate operation over a curb and the following will be inspected:

1. Body
2. Windows
3. Doors
4. Roof vents
5. Special seating
6. Undercarriage
7. Engine
8. Service doors
9. Escape hatches
10. Steering mechanism

Each wheel will then be lowered (one at a time) to simulate operation through a pothole and the same items inspected.

5.2-III. DISCUSSION

The test sequence was repeated ten times. The first and last test is with all wheels level. The other eight tests are with each wheel 6 inches higher and 6 inches lower than the other three wheels.

All doors, windows, escape mechanisms, engine, steering and handicapped devices operated normally throughout the test. The undercarriage and body indicated no deficiencies. No water leakage was observed during the test. The results of this test are indicated on the following data forms.

DISTORTION TEST INSPECTION FORM
 (Note: Ten copies of this data sheet are required)

Bus Number: 0516	Date: 9-22-05
Personnel: T.S., G.M., B.S. & S.C.	Temperature(°F): 80

Wheel Position : (check one)		
All wheels level	<input checked="" type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
<input checked="" type="checkbox"/> Windows	No deficiencies.
<input checked="" type="checkbox"/> Front Doors	No deficiencies.
<input checked="" type="checkbox"/> Rear Doors	No deficiencies.
<input checked="" type="checkbox"/> Escape Mechanisms/ Roof Vents	No deficiencies.
<input checked="" type="checkbox"/> Engine	No deficiencies.
<input checked="" type="checkbox"/> Handicapped Device/ Special Seating	No deficiencies.
<input checked="" type="checkbox"/> Undercarriage	No deficiencies.
<input checked="" type="checkbox"/> Service Doors	No deficiencies.
<input checked="" type="checkbox"/> Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

DISTORTION TEST INSPECTION FORM
 (Note: Ten copies of this data sheet are required)

Bus Number: 0516	Date: 9-22-05
Personnel: T.S., G.M., B.S. & S.C.	Temperature(°F): 80

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

DISTORTION TEST INSPECTION FORM
 (Note: Ten copies of this data sheet are required)

Bus Number: 0516	Date: 9-22-05
Personnel: T.S., G.M., B.S. & S.C.	Temperature(°F): 80

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

DISTORTION TEST INSPECTION FORM
 (Note: Ten copies of this data sheet are required)

Bus Number: 0516	Date: 9-22-05
Personnel: T.S., G.M., B.S. & S.C.	Temperature(°F): 80

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

DISTORTION TEST INSPECTION FORM
 (Note: Ten copies of this data sheet are required)

Bus Number: 0516	Date: 9-22-05
Personnel: T.S., G.M., B.S. & S.C.	Temperature(°F): 80

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

DISTORTION TEST INSPECTION FORM
 (Note: Ten copies of this data sheet are required)

Bus Number: 0516	Date: 9-22-05
Personnel: T.S., G.M., B.S. & S.C.	Temperature(°F): 80

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

DISTORTION TEST INSPECTION FORM
 (Note: Ten copies of this data sheet are required)

Bus Number: 0516	Date: 9-22-05
Personnel: T.S., G.M., B.S. & S.C.	Temperature(°F): 80

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

DISTORTION TEST INSPECTION FORM
 (Note: Ten copies of this data sheet are required)

Bus Number: 0516	Date: 9-22-05
Personnel: T.S., G.M., B.S. & S.C.	Temperature(°F): 80

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

DISTORTION TEST INSPECTION FORM
 (Note: Ten copies of this data sheet are required)

Bus Number: 0516	Date: 9-22-05
Personnel: T.S., G.M., B.S. & S.C.	Temperature(°F): 80

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

DISTORTION TEST INSPECTION FORM
 (Note: Ten copies of this data sheet are required)

Bus Number: 0516	Date: 9-22-05
Personnel: T.S., G.M., B.S. & S.C.	Temperature(°F): 80

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input checked="" type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left center	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
<input checked="" type="checkbox"/> Windows	No deficiencies.
<input checked="" type="checkbox"/> Front Doors	No deficiencies.
<input checked="" type="checkbox"/> Rear Doors	No deficiencies.
<input checked="" type="checkbox"/> Escape Mechanisms/ Roof Vents	No deficiencies.
<input checked="" type="checkbox"/> Engine	No deficiencies.
<input checked="" type="checkbox"/> Handicapped Device/ Special Seating	No deficiencies.
<input checked="" type="checkbox"/> Undercarriage	No deficiencies.
<input checked="" type="checkbox"/> Service Doors	No deficiencies.
<input checked="" type="checkbox"/> Body	No deficiencies.

■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

5.2 STRUCTURAL DISTORTION TEST



RIGHT FRONT WHEEL SIX INCHES HIGHER



LEFT FRONT WHEEL SIX INCHES LOWER

5.3 STRUCTURAL STRENGTH AND DISTORTION TESTS - STATIC TOWING TEST

5.3-I. TEST OBJECTIVE

The objective of this test is to determine the characteristics of the bus towing mechanisms under static loading conditions.

5.3-II. TEST DESCRIPTION

Utilizing a load-distributing yoke, a hydraulic cylinder is used to apply a static tension load equal to 1.2 times the bus curb weight. The load will be applied to both the front and rear, if applicable, towing fixtures at an angle of 20 degrees with the longitudinal axis of the bus, first to one side then the other in the horizontal plane, and then upward and downward in the vertical plane. Any permanent deformation or damage to the tow eyes or adjoining structure will be recorded.

5.3-III. DISCUSSION

The test bus submitted for testing was not equipped with any type of tow eyes or tow hooks, therefore, the Static Towing Test was not performed.

5.4 STRUCTURAL STRENGTH AND DISTORTION TESTS - DYNAMIC TOWING TEST

5.4-I. TEST OBJECTIVE

The objective of this test is to verify the integrity of the towing fixtures and determine the feasibility of towing the bus under manufacturer specified procedures.

5.4-II. TEST DESCRIPTION

This test requires the bus be towed at curb weight using the specified equipment and instructions provided by the manufacturer and a heavy-duty wrecker. The bus will be towed for 5 miles at a speed of 20 mph for each recommended towing configuration. After releasing the bus from the wrecker, the bus will be visually inspected for any structural damage or permanent deformation. All doors, windows and passenger escape mechanisms will be inspected for proper operation.

5.4-III. DISCUSSION

The bus was towed using a heavy-duty wrecker. The towing interface was accomplished by incorporating a hydraulic under lift. A front lift tow was performed. Rear towing is not recommended. No problems, deformation, or damage was noted during testing.

DYNAMIC TOWING TEST DATA FORM

Bus Number: 0516	Date: 12-6-05
Personnel: S.C. & E.L.	

Temperature (°F): 32	Humidity (%): 46
Wind Direction: W	Wind Speed (mph): 9
Barometric Pressure (in.Hg): 30.19	

Inspect tow equipment-bus interface.
Comments: A safe and adequate connection was made between the tow equipment and the bus
Inspect tow equipment-wrecker interface.
Comments: A safe and adequate connection was made between the tow equipment and the wrecker.
Towing Comments: Front lift tow was performed incorporating a hydraulic under lift wrecker.
Description and location of any structural damage: None noted.
General Comments: No problems were encountered with the tow or towing interface.

5.4 DYNAMIC TOWING TEST



TOWING INTERFACE



TEST BUS IN TOW

5.5 STRUCTURAL STRENGTH AND DISTORTION TESTS – JACKING TEST

5.5-I. TEST OBJECTIVE

The objective of this test is to inspect for damage due to the deflated tire, and determine the feasibility of jacking the bus with a portable hydraulic jack to a height sufficient to replace a deflated tire.

5.5-II. TEST DESCRIPTION

With the bus at curb weight, the tire(s) at one corner of the bus are replaced with deflated tire(s) of the appropriate type. A portable hydraulic floor jack is then positioned in a manner and location specified by the manufacturer and used to raise the bus to a height sufficient to provide 3-in clearance between the floor and an inflated tire. The deflated tire(s) are replaced with the original tire(s) and the hack is lowered. Any structural damage or permanent deformation is recorded on the test data sheet. This procedure is repeated for each corner of the bus.

5.5-III. DISCUSSION

The jack used for this test has a minimum height of 8.75 inches. During the deflated portion of the test, the jacking point clearances ranged from 8.1 inches to 17.5 inches. No deformation or damage was observed during testing. A complete listing of jacking point clearances is provided in the Jacking Test Data Form.

JACKING CLEARANCE SUMMARY

Condition	Frame Point Clearance
Front axle – one tire flat	16.1”
Rear axle – one tire flat	17.2”
Rear axle – two tires flat	17.5”

JACKING TEST DATA FORM

Bus Number: 0516	Date: 9-13-05
Personnel: T.S. & S.C.	Temperature (°F): 85

Record any permanent deformation or damage to bus as well as any difficulty encountered during jacking procedure.

Deflated Tire	Jacking Pad Clearance Body/Frame (in)	Jacking Pad Clearance Axle/Suspension (in)	Comments
Right front	18.3 " I 16.2 " D	10.6 " I 8.1 " D	None noted.
Left front	18.2 " I 16.1 " D	10.7 " I 8.2 " D	None noted.
Right rear—outside	19.6 " I 17.2 " D	11.8 " I 11.2 " D	None noted.
Right rear—both	19.6 " I 17.5 " D	11.8 " I 9.5 " D	None noted.
Left rear—outside	19.7 " I 17.2 " D	11.8 " I 11.2 " D	None noted.
Left rear—both	19.7 " I 17.5 " D	11.8 " I 9.5 " D	None noted.
Right middle or tag—outside	NA	NA	
Right middle or tag—both	NA	NA	
Left middle or tag—outside	NA	NA	
Left middle or tag—both	NA	NA	
Additional comments of any deformation or difficulty during jacking:			
None noted.			

5.6 STRUCTURAL STRENGTH AND DISTORTION TESTS - HOISTING TEST

5.6-I. TEST OBJECTIVE

The objective of this test is to determine possible damage or deformation caused by the jack/stands.

5.6-II. TEST DESCRIPTION

With the bus at curb weight, the front end of the bus is raised to a height sufficient to allow manufacturer-specified placement of jack stands under the axles or jacking pads independent of the hoist system. The bus will be checked for stability on the jack stands and for any damage to the jacking pads or bulkheads. The procedure is repeated for the rear end of the bus. The procedure is then repeated for the front and rear simultaneously.

5.6-III. DISCUSSION

The test was conducted using four posts of a six-post electric lift and standard 19 inch jack stands. The bus was hoisted from the front wheel, rear wheel, and then the front and rear wheels simultaneously and placed on jack stands.

The bus easily accommodated the placement of the vehicle lifts and jack stands and the procedure was performed without any instability noted.

HOISTING TEST DATA FORM

Bus Number: 0516	Date: 9-13-05
Personnel: T.S. & S.C.	Temperature (°F): 86

Comments of any structural damage to the jacking pads or axles while both the front wheels are supported by the jack stands:
None noted.
Comments of any structural damage to the jacking pads or axles while both the rear wheels are supported by the jack stands:
None noted.
Comments of any structural damage to the jacking pads or axles while both the front and rear wheels are supported by the jack stands:
None noted.

5.7 STRUCTURAL DURABILITY TEST

5.7-I. TEST OBJECTIVE

The objective of this test is to perform an accelerated durability test that approximates up to 25 percent of the service life of the vehicle.

5.7-II. TEST DESCRIPTION

The test vehicle is driven a total of 7,500 miles; approximately 5,000 miles on the PSBRTF Durability Test Track and approximately 2,500 miscellaneous other miles. The test will be conducted with the bus operated under three different loading conditions. The first segment will consist of approximately 3,000 miles with the bus operated at GVW. The second segment will consist of approximately 1,500 miles with the bus operated at SLW. The remainder of the test, approximately 3,000 miles, will be conducted with the bus loaded to CW. If GVW exceeds the axle design weights, then the load will be adjusted to the axle design weights and the change will be recorded. All subsystems are run during these tests in their normal operating modes. All recommended manufacturers servicing is to be followed and noted on the vehicle maintainability log. Servicing items accelerated by the durability tests will be compressed by 10:1; all others will be done on a 1:1 mi/mi basis. Unscheduled breakdowns and repairs are recorded on the same log as are any unusual occurrences as noted by the driver. Once a week the test vehicle shall be washed down and thoroughly inspected for any signs of failure.

5.7-III. DISCUSSION

The Structural Durability Test was started on September 22, 2005 and was conducted until November 29, 2005. The first 3,000 miles were performed at a GVW of 13,820 lbs. The number of standing passengers was reduced from 9 to 0. The ballast for 9 standing passengers was eliminated. This reduction in passenger weight was necessary to avoid exceeding the GAWR (9,450 lbs) of the rear axle. The GVW segment was completed on October 24, 2005. The next 1,500 mile SLW segment was performed at the same 13,820 lbs and completed on November 7, 2005, and the final 3,000 mile segment was performed at a CW of 10,300 lbs and completed on November 29, 2005.

The following mileage summary presents the accumulation of miles during the Structural Durability Test. The driving schedule is included, showing the operating duty cycle. A detailed plan view of the Test Track Facility and Durability Test Track are attached for reference. Also, a durability element profile detail shows all the measurements of the different conditions. Finally, photographs illustrating some of the failures that were encountered during the Structural Durability Test are included.

ELKHART COACH - TEST BUS #0516
MILEAGE DRIVEN/RECORDED FROM DRIVERS= LOGS

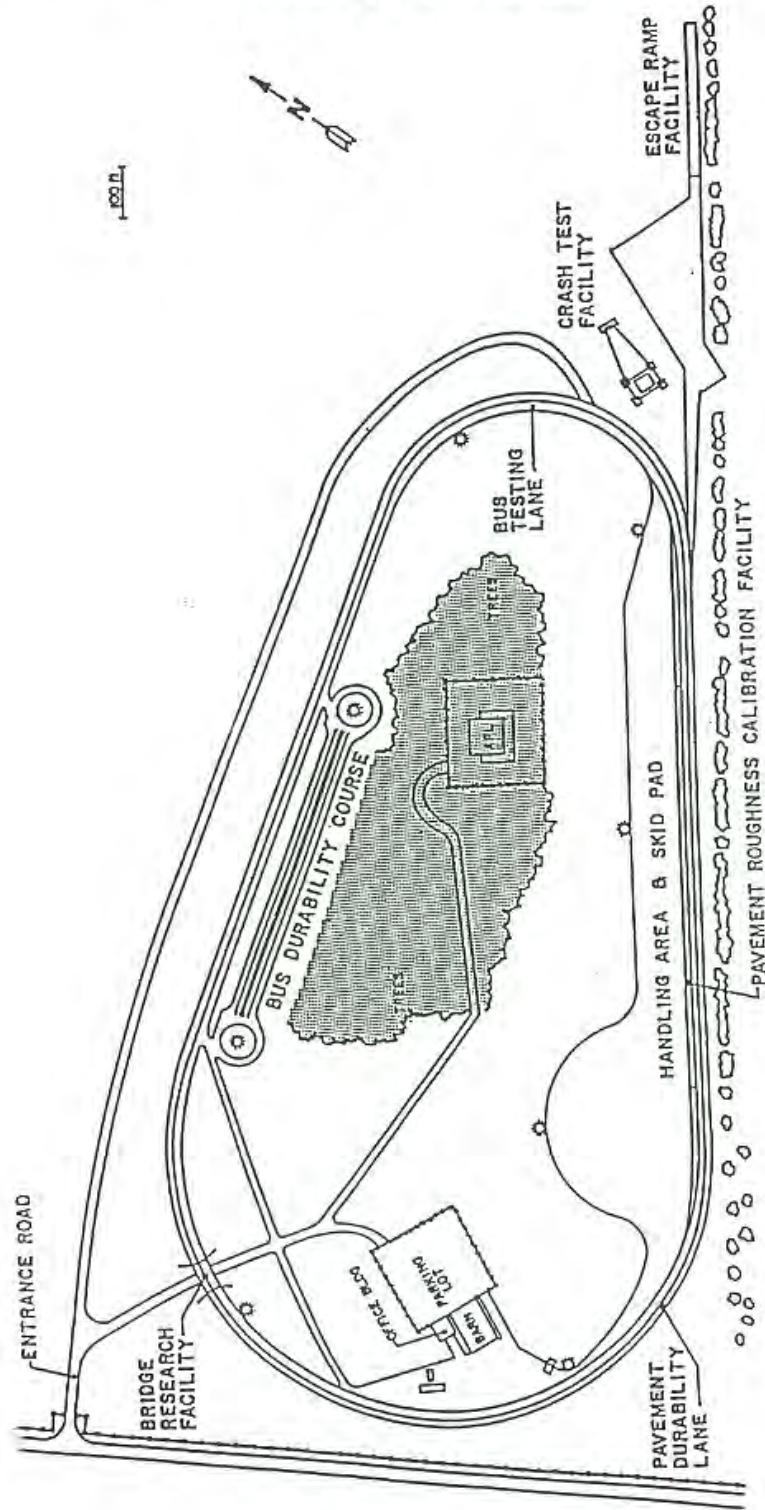
DATE	TOTAL DURABILITY TRACK	TOTAL OTHER MILES	TOTAL
09/19/05 TO 09/25/05	152.00	59.00	211.00
09/26/05 TO 10/02/05	1143.00	51.00	1194.00
10/03/05 TO 10/09/05	268.00	13.00	281.00
10/10/05 TO 10/16/05	144.00	59.00	203.00
10/17/05 TO 10/23/05	289.00	71.00	360.00
10/24/05 TO 10/30/05	122.00	1271.00	1393.00
10/31/05 TO 11/06/05	816.00	37.00	853.00
11/07/05 TO 11/13/05	353.00	191.00	544.00
11/14/05 TO 11/20/05	801.00	148.00	949.00
11/21/05 TO 11/27/05	846.00	140.00	986.00
11/28/05 TO 12/04/05	66.00	461.00	527.00
TOTAL	5000.00	2501.00	7501.00

Table 4. Driving Schedule for Bus Operation on the Durability Test Track.

STANDARD OPERATING SCHEDULE		
Monday through Friday		
	HOUR	ACTION
Shift 1	midnight	D
	1:40 am	C
	1:50 am	B
	2:00 am	D
	3:35 am	C
	3:45 am	B
	4:05 am	D
	5:40 am	C
	5:50 am	B
	6:00 am	D
	7:40 am	C
Shift 2	7:50 am	F
	8:00 am	D
	9:40 am	C
	9:50 am	B
	10:00 am	D
	11:35 am	C
	11:45 am	B
	12:05 pm	D
	1:40 pm	C
	1:50 pm	B
	2:00 pm	D
Shift 3	3:40 pm	C
	3:50 pm	F
	4:00 pm	D
	5:40 pm	C
	5:50 pm	B
	6:00 pm	D
	7:40 pm	C
	7:50 pm	B
	8:05 pm	D
	9:40 pm	C
	9:50 pm	B
10:00 pm	D	
11:40 pm	C	
11:50 pm	F	

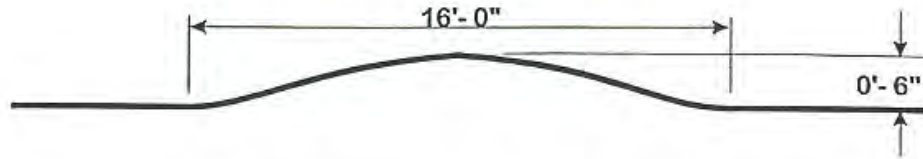
B—Break
 C—Cycle all systems five times, visual inspection, driver's log entries
 D—Drive bus as specified by procedure
 F—Fuel bus, complete driver's log shift entries

“PLAN VIEW OF PENN STATE BUS TESTING AND RESEARCH FACILITY”

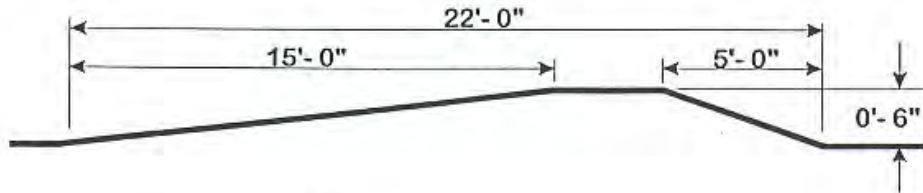


BUS TESTING AND RESEARCH TEST TRACK
UNIVERSITY PARK, PA

Staggered
Bumps
(10 mph)



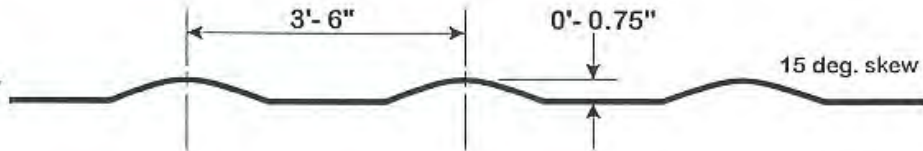
Railroad
Crossing
(8 mph)



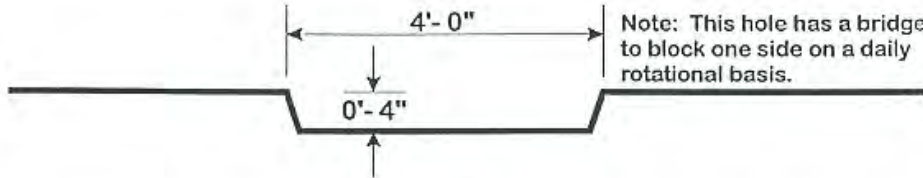
1" Random
Chuck Holes
(20 mph)



Chatter Bumps
(20 mph)

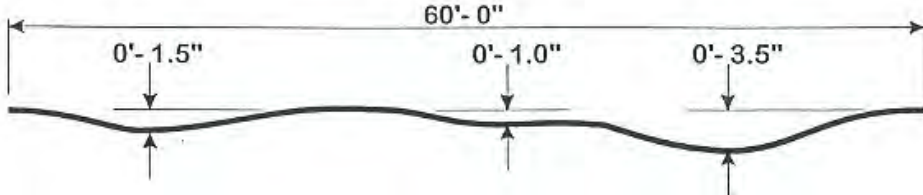


4" Chuck Hole
(5 mph)

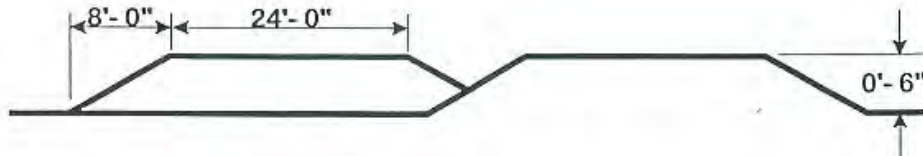


Note: This hole has a bridge to block one side on a daily rotational basis.

High Crown
Intersection
(20 mph)



Frame Twist
(10 mph)



Durability Element Profiles

The Pennsylvania Transportation Institute
Penn State

(Page 1 of 2)
UNSCHEDULED MAINTENANCE
 Elkhart Coach 0516

DATE	TEST MILES	SERVICE	ACTIVITY	DOWN TIME	HOURS
09-27-05	534	The batteries are loose in the battery box.	Secured batteries in battery box.	1.00	1.00
10-03-05	1,405	Three tail pipe hangers are broken.	Replaced three tail pipe hangers.	1.00	1.00
10-05-05	1,528	Bus shut down on durability track. Found positive cable to batteries broken.	Installed new terminal on battery cable.	17.00	1.00
10-13-05	1,686	Bus cranks but will not start. Troubleshooting found power train control module failed.	Manufacturer's representative replaced power-train control module.	94.00	3.00
10-17-05	1,889	Three tail pipe hangers are broken.	Replaced three tail pipe hangers.	0.50	0.50
10-17-05	1,889	"Transmission Fail" light is on. #1 wire on the transmission wire harness has chaffed through.	Repaired chaffed wire.	10.00	1.00
10-27-05	3,279	Troubleshoot "loss of power" condition. Air charge hose is disconnected at the air cooler side.	Reconnected air charge hose.	8.00	0.50
11-01-05	3,675	The spring plys of the right rear spring beam have shifted.	Replaced broken center bolt in the right rear spring beam.	18.00	1.50
11-11-05	5,027	The handicap lift door is loose.	Replaced broken rivets in door hinge.	8.00	1.00

(Page 2 of 2)
UNSCHEDULED MAINTENANCE
 Elkhart Coach 0516

DATE	TEST MILES	SERVICE	ACTIVITY	DOWN TIME	HOURS
11-15-05	5,240	The console is loose in the engine cover.	Broken mounting lug repaired on the engine cover.	1.00	1.00
11-17-05	5,680	The right front exterior rear-view mirror anchor hole has torn out.	Drilled new holes in fender and remounted mirror.	0.50	0.50
11-21-05	6,109	The right front radius arm isolator is worn.	Replaced right front radius arm isolator.	1.00	1.00
11-29-05	7,500	Handicap lift is inoperative.	Circuit board in tower shorted out. No repair.	1.00	0.00

UNSCHEDULED MAINTENANCE



**CHAFFED WIRE IN TRANSMISSION HARNESS
(1,889 TEST MILES)**

6. FUEL ECONOMY TEST - A FUEL CONSUMPTION TEST USING AN APPROPRIATE OPERATING CYCLE

6-I. TEST OBJECTIVE

The objective of this test is to provide accurate comparable fuel consumption data on transit buses produced by different manufacturers. This fuel economy test bears no relation to the calculations done by the Environmental Protection Agency (EPA) to determine levels for the Corporate Average Fuel Economy Program. EPA's calculations are based on tests conducted under laboratory conditions intended to simulate city and highway driving. This fuel economy test, as designated here, is a measurement of the fuel expended by a vehicle traveling a specified test loop under specified operating conditions. The results of this test will not represent actual mileage but will provide data that can be used by recipients to compare buses tested by this procedure.

6-II. TEST DESCRIPTION

This test requires operation of the bus over a course based on the Transit Coach Operating Duty Cycle (ADB Cycle) at seated load weight using a procedure based on the Fuel Economy Measurement Test (Engineering Type) For Trucks and Buses: SAE 1376 July 82. The procedure has been modified by elimination of the control vehicle and by modifications as described below. The inherent uncertainty and expense of utilizing a control vehicle over the operating life of the facility is impractical.

The fuel economy test will be performed as soon as possible (weather permitting) after the completion of the GVW portion of the structural durability test. It will be conducted on the bus test lane at the Penn State Test Facility. Signs are erected at carefully measured points which delineate the test course. A test run will comprise 3 CBD phases, 2 Arterial phases, and 1 Commuter phase. An electronic fuel measuring system will indicate the amount of fuel consumed during each phase of the test. The test runs will be repeated until there are at least two runs in both the clockwise and counterclockwise directions in which the fuel consumed for each run is within ∇ 4 percent of the average total fuel used over the 4 runs. A 20-minute idle consumption test is performed just prior to and immediately after the driven portion of the fuel economy test. The amount of fuel consumed while operating at normal/low idle is recorded on the Fuel Economy Data Form. This set of four valid runs along with idle consumption data comprise a valid test.

The test procedure is the ADB cycle with the following four modifications:

1. The ADB cycle is structured as a set number of miles in a fixed time in the following order: CBD, Arterial, CBD, Arterial, CBD, and Commuter. A separate idle fuel consumption measurement is performed at the beginning and end of the fuel economy test. This phase sequence permits the reporting of fuel consumption for each of these phases separately, making the data more useful to bus manufacturers and transit properties.
2. The operating profile for testing purposes shall consist of simulated transit type service at seated load weight. The three test phases (figure 6-1) are: a central business district (CBD) phase of 2 miles with 7 stops per mile and a top speed of 20 mph; an arterial phase of 2 miles with 2 stops per mile and a top speed of 40 mph; and a commuter phase of 4 miles with 1 stop and a maximum speed of 40 mph. At each designated stop the bus will remain stationary for seven seconds. During this time, the passenger doors shall be opened and closed.
3. The individual ADB phases remain unaltered with the exception that 1 mile has been changed to 1 lap on the Penn State Test Track. One lap is equal to 5,042 feet. This change is accommodated by adjusting the cruise distance and time.
4. The acceleration profile, for practical purposes and to achieve better repeatability, has been changed to "full throttle acceleration to cruise speed".

Several changes were made to the Fuel Economy Measurement Test (Engineering Type) For Trucks and Buses: SAE 1376 July 82:

1. Sections 1.1, and 1.2 only apply to diesel, gasoline, methanol, and any other fuel in the liquid state (excluding cryogenic fuels).

1.1 SAE 1376 July 82 requires the use of at least a 16-gal fuel tank. Such a fuel tank when full would weigh approximately 160 lb. It is judged that a 12-gal tank weighing approximately 120 lb will be sufficient for this test and much easier for the technician and test personnel to handle.

1.2 SAE 1376 July 82 mentions the use of a mechanical scale or a flowmeter system. This test procedure uses a load cell readout combination that provides an accuracy of 0.5 percent in weight and permits on-board weighing of the gravimetric tanks at the end of each phase. This modification permits the determination of a fuel economy value for each phase as well as the overall cycle.

2. Section 2.1 applies to compressed natural gas (CNG), liquefied natural gas (LNG), cryogenic fuels, and other fuels in the vapor state.

2.1 A laminar type flowmeter will be used to determine the fuel consumption. The pressure and temperature across the flow element will be monitored by the flow computer. The flow computer will use this data to calculate the gas flow rate. The flow computer will also display the flow rate (scfm) as well as the total fuel used (scf). The total fuel used (scf) for each phase will be recorded on the Fuel Economy Data Form.

3. Use both Sections 1 and 2 for dual fuel systems.

FUEL ECONOMY CALCULATION PROCEDURE

A. For diesel, gasoline, methanol and fuels in the liquid state.

The reported fuel economy is based on the following: measured test quantities-- distance traveled (miles) and fuel consumed (pounds); standard reference values-- density of water at 60EF (8.3373 lbs/gal) and volumetric heating value of standard fuel; and test fuel specific gravity (unitless) and volumetric heating value (BTU/gal). These combine to give a fuel economy in miles per gallon (mpg) which is corrected to a standard gallon of fuel referenced to water at 60EF. This eliminates fluctuations in fuel economy due to fluctuations in fuel quality. This calculation has been programmed into a computer and the data processing is performed automatically.

The fuel economy correction consists of three steps:

- 1.) Divide the number of miles of the phase by the number of pounds of fuel consumed

phase	miles per phase	total miles per run
CBD	1.9097	5.7291
ART	1.9097	3.8193
COM	3.8193	3.8193

$$FE_{mi/lb} = \text{Observed fuel economy} = \frac{\text{miles}}{\text{lb of fuel}}$$

- 2.) Convert the observed fuel economy to miles per gallon [mpg] by multiplying by the specific gravity of the test fuel G_s (referred to water) at 60EF and multiply by the density of water at 60EF

$$FE_{\text{mpg}} = FE_{\text{mi/lb}} \times G_s \times G_w$$

where G_s = Specific gravity of test fuel at 60EF (referred to water)
 G_w = 8.3373 lb/gal

- 3.) Correct to a standard gallon of fuel by dividing by the volumetric heating value of the test fuel (H) and multiplying by the volumetric heating value of standard reference fuel (Q). Both heating values must have the same units.

$$FE_c = FE_{\text{mpg}} \times \frac{Q}{H}$$

where

H = Volumetric heating value of test fuel [BTU/gal]
 Q = Volumetric heating value of standard reference fuel

Combining steps 1-3 yields

$$\Rightarrow FE_c = \frac{\text{miles}}{\text{lbs}} \times (G_s \times G_w) \times \frac{Q}{H}$$

- 4.) Convert the fuel economy from mpg to an energy equivalent of miles per BTU. Since the number would be extremely small in magnitude, the energy equivalent will be represented as miles/BTU $\times 10^6$.

Eq = Energy equivalent of converting mpg to mile/BTU $\times 10^6$.

$$Eq = ((\text{mpg})/(H)) \times 10^6$$

B. CNG, LNG, cryogenic and other fuels in the vapor state.

The reported fuel economy is based on the following: measured test quantities-- distance traveled (miles) and fuel consumed (scf); density of test fuel, and volumetric heating value (BTU/lb) of test fuel at standard conditions ($P=14.73$ psia and $T=60$ EF). These combine to give a fuel economy in miles per lb. The energy equivalent

(mile/BTUx10⁶) will also be provided so that the results can be compared to buses that use other fuels.

- 1.) Divide the number of miles of the phase by the number of standard cubic feet (scf) of fuel consumed.

<u>phase</u>	<u>miles per phase</u>	<u>total miles per run</u>
CBD	1.9097	5.7291
ART	1.9097	3.8193
COM	3.8193	3.8193

$$FEO_{mi/scf} = \text{Observed fuel economy} = \frac{\text{miles}}{\text{scf of fuel}}$$

- 2.) Convert the observed fuel economy to miles per lb by dividing FEO by the density of the test fuel at standard conditions (Lb/ft³).

Note: The density of test fuel must be determined at standard conditions as described above. If the density is not defined at the above standard conditions, then a correction will be needed before the fuel economy can be calculated.

$$FEO_{mi/lb} = FEO / Gm$$

where Gm = Density of test fuel at standard conditions

- 3.) Convert the observed fuel economy (FEOmi/lb) to an energy equivalent of (miles/BTUx10⁶) by dividing the observed fuel economy (FEOmi/lb) by the heating value of the test fuel at standard conditions.

$$Eq = ((FEO_{mi/lb})/H) \times 10^6$$

where

Eq = Energy equivalent of miles/lb to mile/BTUx10⁶

H = Volumetric heating value of test fuel at standard conditions

6-III. DISCUSSION

This is a comparative test of fuel economy using diesel fuel with a heating value of 20214.0 btu/lb. The driving cycle consists of Central Business District (CBD), Arterial (ART), and Commuter (COM) phases as described in 6-II. The fuel consumption for each driving cycle and for idle is measured separately. The results are corrected to a reference fuel with a volumetric heating value of 127,700.0 btu/gal.

An extensive pretest maintenance check is made including the replacement of all lubrication fluids. The details of the pretest maintenance are given in the first three Pretest Maintenance Forms. The fourth sheet shows the Pretest Inspection. The next sheet shows the correction calculation for the test fuel. The next four Fuel Economy Forms provide the data from the four test runs. Finally, the summary sheet provides the average fuel consumption. The overall average is based on total fuel and total mileage for each phase. The overall average fuel consumption values were; CBD – 6.46 mpg, ART – 6.90 mpg, and COM – 10.65 mpg. Average fuel consumption at idle was 2.84 lb/hr (0.45 gph).

FUEL ECONOMY PRE-TEST MAINTENANCE FORM

Bus Number: 0516	Date: 11-7-05	SLW (lbs): 13,820
Personnel: T.S. & S.C.		

FUEL SYSTEM	OK	Date	Initials
Install fuel measurement system	✓	11/7/05	S.C.
Replace fuel filter	✓	11/7/05	S.C.
Check for fuel leaks	✓	11/7/05	S.C.
Specify fuel type (refer to fuel analysis)	Diesel		
Remarks: None noted.			
BRAKES/TIRES	OK	Date	Initials
Inspect hoses	✓	11/7/05	S.C.
Inspect brakes	✓	11/7/05	S.C.
Relube wheel bearings	✓	11/7/05	T.S.
Check tire inflation pressures (mfg. specs.)	✓	11/7/05	S.C.
Remarks: None noted.			
COOLING SYSTEM	OK	Date	Initials
Check hoses and connections	✓	11/7/05	S.C.
Check system for coolant leaks	✓	11/7/05	S.C.
Remarks: None noted.			

FUEL ECONOMY PRE-TEST MAINTENANCE FORM (page 2)

Bus Number: 0516	Date: 11-7-05		
Personnel: T.S. & S.C.			
ELECTRICAL SYSTEMS	OK	Date	Initials
Check battery		11/7/05	S.C.
Inspect wiring		11/7/05	S.C.
Inspect terminals		11/7/05	S.C.
Check lighting		11/7/05	S.C.
Remarks: None noted.			
DRIVE SYSTEM	OK	Date	Initials
Drain transmission fluid		11/7/05	T.S.
Replace filter/gasket		11/7/05	T.S.
Check hoses and connections		11/7/05	T.S.
Replace transmission fluid		11/7/05	T.S.
Check for fluid leaks		11/7/05	T.S.
Remarks: None noted.			
LUBRICATION	OK	Date	Initials
Drain crankcase oil		11/7/05	T.S.
Replace filters		11/7/05	T.S.
Replace crankcase oil		11/7/05	T.S.
Check for oil leaks		11/7/05	T.S.
Check oil level		11/7/05	T.S.
Lube all chassis grease fittings		11/7/05	T.S.
Lube universal joints		11/7/05	T.S.
Replace differential lube including axles		11/7/05	T.S.
Remarks: None noted.			



FUEL ECONOMY PRE-TEST MAINTENANCE FORM (page 3)

Bus Number: 0516	Date: 11-7-05		
Personnel: T.S. & S.C.			
EXHAUST/EMISSION SYSTEM	OK	Date	Initials
Check for exhaust leaks		11/7/05	S.C.
Remarks: None noted.			
ENGINE	OK	Date	Initials
Replace air filter		11/7/05	T.S.
Inspect air compressor and air system	N/A	11/7/05	T.S.
Inspect vacuum system, if applicable		11/7/05	S.C.
Check and adjust all drive belts		11/7/05	S.C.
Check cold start assist, if applicable		11/7/05	S.C.
Remarks: None noted.			
STEERING SYSTEM	OK	Date	Initials
Check power steering hoses and connectors		11/7/05	S.C.
Service fluid level		11/7/05	S.C.
Check power steering operation		11/7/05	S.C.
Remarks: None noted.			
	OK	Date	Initials
Ballast bus to seated load weight		11/7/05	S.C.
TEST DRIVE	OK	Date	Initials
Check brake operation		11/7/05	S.C.
Check transmission operation		11/7/05	S.C.
Remarks: None noted.			

FUEL ECONOMY PRE-TEST INSPECTION FORM

Bus Number: 0516	Date: 11-9-05
Personnel: S.C.	
PRE WARM-UP	If OK, Initial
Fuel Economy Pre-Test Maintenance Form is complete	S.C.
Cold tire pressure (psi): Front <u>80</u> Middle <u>N/A</u> Rear <u>80</u>	S.C.
Tire wear:	S.C.
Engine oil level	S.C.
Engine coolant level	S.C.
Interior and exterior lights on, evaporator fan on	S.C.
Fuel economy instrumentation installed and working properly.	S.C.
Fuel line -- no leaks or kinks	S.C.
Speed measuring system installed on bus. Speed indicator installed in front of bus and accessible to TECH and Driver.	S.C.
Bus is loaded to SLW	S.C.
WARM-UP	If OK, Initial
Bus driven for at least one hour warm-up	S.C.
No extensive or black smoke from exhaust	S.C.
POST WARM-UP	If OK, Initial
Warm tire pressure (psi): Front <u>80</u> Middle <u>N/A</u> Rear <u>82</u>	S.C.
Environmental conditions Average wind speed <12 mph and maximum gusts <15 mph Ambient temperature between 30°F(-1C°) and 90°F(32°C) Track surface is dry Track is free of extraneous material and clear of interfering traffic	S.C.

FUEL ECONOMY DATA FORM (Liquid Fuels)

Bus Number: 0516		Manufacturer: Elkhart Coach		Date: 11-8-05			
Run Number: 1		Personnel: B.S., T.S. & S.C.					
Test Direction: <input type="checkbox"/> CW or <input checked="" type="checkbox"/> CCW		Temperature (°F): 61		Humidity (%): 56			
SLW (lbs): 13,820		Wind Speed (mph) & Direction: 5 / W		Barometric Pressure (in.Hg): 30.10			
Cycle Type	Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°C)	Load Cell Reading (lb)		Fuel Used (lbs)
	Start	Finish		Start	Start	Finish	
CBD #1	0	8:23	8:23	21.5	0	1.85	1.85
ART #1	0	4:04	4:04	24.0	0	1.74	1.74
CBD #2	0	8:19	8:19	24.5	0	1.81	1.81
ART #2	0	4:00	4:00	24.5	0	1.71	1.71
CBD #3	0	8:29	8:29	25.5	0	1.75	1.75
COMMUTER	0	6:19	6:19	26.5	0	2.13	2.13
Total Fuel = 10.99 lbs							
20 minute idle : Total Fuel Used = 0.95 bs							
Heating Value = 20,214.0 BTU/LB							
Comments: None noted.							

FUEL ECONOMY DATA FORM (Liquid Fuels)

Bus Number: 0516	Manufacturer: Elkhart Coach	Date: 11-8-05
Run Number: 2	Personnel: B.S., T.S. & S.C.	
Test Direction: <input checked="" type="checkbox"/> CW or <input type="checkbox"/> CCW	Temperature (°F): 61	Humidity (%): 56
SLW (lbs): 13,820	Wind Speed (mph) & Direction: 5 / W	Barometric Pressure (in.Hg): 30.10

Cycle Type	Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°C)	Load Cell Reading (lb)		Fuel Used (lbs)	
	Start	Finish		Start	Start	Finish		
CBD #1	0	8:40	8:40	20.5	0	1.86	1.86	
ART #1	0	3:56	3:56	21.0	0	1.74	1.74	
CBD #2	0	8:25	8:25	21.5	0	1.89	1.89	
ART #2	0	4:01	4:01	22.5	0	1.69	1.69	
CBD #3	0	8:31	8:31	23.0	0	1.88	1.88	
COMMUTER	0	6:00	6:00	23.5	0	2.30	2.30	
Total Fuel = 11.36 lbs								

20 minute idle : Total Fuel Used = N/A lbs
Heating Value = 20,214.0 BTU/LB
Comments: None noted.

FUEL ECONOMY DATA FORM (Liquid Fuels)

Bus Number: 0516	Manufacturer: Elkhart Coach	Date: 11-9-05
Run Number: 3	Personnel: B.S., T.S. & S.C.	
Test Direction: <input type="checkbox"/> CW or <input checked="" type="checkbox"/> CCW	Temperature (°F): 61	Humidity (%): 56
SLW (lbs): 13,820	Wind Speed (mph) & Direction: 5 / W	Barometric Pressure (in.Hg): 30.10

Cycle Type	Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°C)	Load Cell Reading (lb)		Fuel Used (lbs)	
	Start	Finish		Start	Start	Finish		
CBD #1	0	8:27	8:27	23.5	0	1.94	1.94	
ART #1	0	3:56	3:56	23.0	0	1.80	1.80	
CBD #2	0	8:25	8:25	24.0	0	1.85	1.85	
ART #2	0	3:53	3:53	25.0	0	1.80	1.80	
CBD #3	0	8:27	8:27	25.5	0	1.89	1.89	
COMMUTER	0	6:04	6:04	25.5	0	2.33	2.33	
Total Fuel = 11.61 lbs								

20 minute idle : Total Fuel Used = N/A lbs
Heating Value = 20,214.0 BTU/LB
Comments: None noted.

FUEL ECONOMY DATA FORM (Liquid Fuels)

Bus Number: 0516		Manufacturer: Elkhart Coach		Date: 11-9-05	
Run Number: 4		Personnel: T.S., B.S. & S.C.			
Test Direction: <input checked="" type="checkbox"/> CW or <input type="checkbox"/> CCW		Temperature (°F): 62		Humidity (%): 55	
SLW (lbs): 13,820		Wind Speed (mph) & Direction: 4 / W		Barometric Pressure (in.Hg): 30.10	

Cycle Type	Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°C)	Load Cell Reading (lb)		Fuel Used (lbs)
	Start	Finish		Start	Start	Finish	
CBD #1	0	8:35	8:35	24.0	0	1.85	1.85
ART #1	0	4:03	4:03	24.5	0	1.68	1.68
CBD #2	0	8:38	8:38	24.5	0	1.82	1.82
ART #2	0	3:59	3:59	25.0	0	1.73	1.73
CBD #3	0	8:40	8:40	25.0	0	1.87	1.87
COMMUTER	0	6:05	6:05	25.5	0	2.24	2.24
Total Fuel = 11.19 lbs							

20 minute idle : Total Fuel Used = 0.94 lbs
Heating Value = 20,214.0 BTU/LB
Comments: None noted.

FUEL ECONOMY SUMMARY SHEET

BUS MANUFACTURER :Elkhart Coach
 BUS MODEL :EC II 186/313

BUS NUMBER :0516
 TEST DATE :11/8/05

FUEL TYPE : DIESEL
 SP. GRAVITY : .8095
 HEATING VALUE : 20214.00 BTU/Lb
 Standard Conditions : 60 deg F and 14.7 psi
 Density of Water : 8.3373 lb/gallon at 60 deg F

CYCLE	TOTAL FUEL USED (Lb)	TOTAL MILES	FUEL ECONOMY M/Lb(Measured)	FUEL ECONOMY MPG(Corrected)

Run # :1, CCW				
CBD	5.41	5.73	1.06	6.64
ART	3.45	3.82	1.11	6.94
COM	2.13	3.82	1.79	11.24
TOTAL	10.99	13.37	1.22	7.63
Run # :2, CW				
CBD	5.63	5.73	1.02	6.38
ART	3.43	3.82	1.11	6.98
COM	2.30	3.82	1.66	10.41
TOTAL	11.36	13.37	1.18	7.38
Run # :3, CCW				
CBD	5.68	5.73	1.01	6.32
ART	3.60	3.82	1.06	6.65
COM	2.33	3.82	1.64	10.28
TOTAL	11.61	13.37	1.15	7.22
Run # :4, CW				
CBD	5.54	5.73	1.03	6.48
ART	3.41	3.82	1.12	7.02
COM	2.24	3.82	1.71	10.69
TOTAL	11.19	13.37	1.19	7.49

 IDLE CONSUMPTION

First 20 Minutes Data : .95 Lb Last 20 Minutes Data : .94 Lb
 Average Idle Consumption : 2.84 Lb/Hr

RUN CONSISTENCY: % Difference from overall average of total fuel used

 Run 1 : 2.6 Run 2 : -.6 Run 3 : -2.9 Run 4 : .9

SUMMARY

Average Idle Consumption : .45 G/Hr
 Average CBD Phase Consumption : 6.46 MPG
 Average Arterial Phase Consumption : 6.90 MPG
 Average Commuter Phase Consumption : 10.65 MPG
 Overall Average Fuel Consumption : 7.43 MPG
 Overall Average Fuel Consumption : 54.44 Miles/ Million BTU

7. NOISE

7.1 INTERIOR NOISE AND VIBRATION TESTS

7.1-I. TEST OBJECTIVE

The objective of these tests is to measure and record interior noise levels and check for audible vibration under various operating conditions.

7.1-II. TEST DESCRIPTION

During this series of tests, the interior noise level will be measured at several locations with the bus operating under the following three conditions:

1. With the bus stationary, a white noise generating system shall provide a uniform sound pressure level equal to 80 dB(A) on the left, exterior side of the bus. The engine and all accessories will be switched off and all openings including doors and windows will be closed. This test will be performed at the ABTC.
2. The bus accelerating at full throttle from a standing start to 35 mph on a level pavement. All openings will be closed and all accessories will be operating during the test. This test will be performed on the track at the Test Track Facility.
3. The bus will be operated at various speeds from 0 to 55 mph with and without the air conditioning and accessories on. Any audible vibration or rattles will be noted. This test will be performed on the test segment between the Test Track and the Bus Testing Center.

All tests will be performed in an area free from extraneous sound-making sources or reflecting surfaces. The ambient sound level as well as the surrounding weather conditions will be recorded in the test data.

7.1-III. DISCUSSION

This test is performed in three parts. The first part exposes the exterior of the vehicle to 80.0 dB(A) on the left side of the bus and the noise transmitted to the interior is measured. The overall average of the six measurements was 46.7 dB(A); ranging from 45.7 dB(A) in line with the middle speaker to 47.7 dB(A) at the driver's seat. The interior ambient noise level for this test was < 34.0 dB(A).

The second test measures interior noise during acceleration from 0 to 35 mph. This noise level ranged from 68.0 dB(A) at the rear passenger seats to 73.0 dB(A) at the driver's seat. The overall average was 71.3 dB(A). The interior ambient noise level for this test was < 34.0 dB(A).

The third part of the test is to listen for resonant vibrations, rattles, and other noise sources while operating over the road. No vibrations or rattles were noted.

INTERIOR NOISE TEST DATA FORM
Test Condition 1: 80 dB(A) Stationary White Noise

Bus Number: 0516	Date: 9-13-05
Personnel: T.S. & S.C.	
Temperature (°F): 82	Humidity (%): 88
Wind Speed (mph): 5	Wind Direction: N
Barometric Pressure (in.Hg): 30.12	
Initial Sound Level Meter Calibration: ■ checked by: S.C.	
Interior Ambient Noise Level dB(A): <34.0	Exterior Ambient Noise Level dB(A): 48.4
Microphone Height During Testing (in): 48.0	

Measurement Location	Measured Sound Level dB(A)
Driver's Seat	47.7
Front Passenger Seats	47.2
In Line with Front Speaker	45.8
In Line with Middle Speaker	45.7
In Line with Rear Speaker	46.2
Rear Passenger Seats	47.4

Final Sound Level Meter Calibration: ■ checked by: S.C.

Comments: All readings taken in the center aisle.

INTERIOR NOISE TEST DATA FORM
Test Condition 2: 0 to 35 mph Acceleration Test

Bus Number: 0516	Date: 11-14-05
Personnel: B.S., T.S. & E.L.	
Temperature (°F): 54	Humidity (%): 43
Wind Speed (mph): 3	Wind Direction: W
Barometric Pressure (in.Hg): 30.33	
Initial Sound Level Meter Calibration: ■ checked by: S.C.	
Interior Ambient Noise Level dB(A): <34.0	Exterior Ambient Noise Level dB(A): 37.9
Microphone Height During Testing (in): 48.0	

Measurement Location	Measured Sound Level dB(A)
Driver's Seat	73.0
Front Passenger Seats	71.9
Middle Passenger Seats	72.3
Rear Passenger Seats	68.0

Final Sound Level Meter Calibration: ■ checked by: S.C.

Comments: All readings taken in the center aisle.

INTERIOR NOISE TEST DATA FORM
Test Condition 3: Audible Vibration Test

Bus Number: 0516	Date: 11-14-05
Personnel: B.S., T.S. & E.L.	
Temperature (°F): 54	Humidity (%): 43
Wind Speed (mph): 3	Wind Direction: W
Barometric Pressure (in.Hg): 30.33	

Describe the following possible sources of noise and give the relative location on the bus.

Source of Noise	Location
Engine and Accessories	None noted.
Windows and Doors	None noted.
Seats and Wheel Chair lifts	None noted.

Comment on any other vibration or noise source which may have occurred that is not described above: None noted.

7.1 INTERIOR NOISE TEST



**TEST BUS SET-UP FOR 80 dB(A)
INTERIOR NOISE TEST**

7.2 EXTERIOR NOISE TESTS

7.2-I. TEST OBJECTIVE

The objective of this test is to record exterior noise levels when a bus is operated under various conditions.

7.2-II. TEST DESCRIPTION

In the exterior noise tests, the bus will be operated at a SLW in three different conditions using a smooth, straight and level roadway:

1. Accelerating at full throttle from a constant speed at or below 35 mph and just prior to transmission up shift.
2. Accelerating at full throttle from standstill.
3. Stationary, with the engine at low idle, high idle, and wide open throttle.

In addition, the buses will be tested with and without the air conditioning and all accessories operating. The exterior noise levels will be recorded.

The test site is at the PSBRTF and the test procedures will be in accordance with SAE Standards SAE J366b, Exterior Sound Level for Heavy Trucks and Buses. The test site is an open space free of large reflecting surfaces. A noise meter placed at a specified location outside the bus will measure the noise level.

During the test, special attention should be paid to:

1. The test site characteristics regarding parked vehicles, signboards, buildings, or other sound-reflecting surfaces
2. Proper usage of all test equipment including set-up and calibration
3. The ambient sound level

7.2-III. DISCUSSION

The Exterior Noise Test determines the noise level generated by the vehicle under different driving conditions and at stationary low and high idle, with and without air conditioning and accessories operating. The test site is a large, level, bituminous paved area with no reflecting surfaces nearby.

With an exterior ambient noise level of 37.8 dB(A), the average test result obtained while accelerating from a constant speed was 73.0 dB(A) on the right side and 73.0 dB(A) on the left side.

When accelerating from a standstill with an exterior ambient noise level of 37.9 dB(A), the average of the results obtained were 73.3 dB(A) on the right side and 73.0 dB(A) on the left side.

With the vehicle stationary and the engine, accessories, and air conditioning on, the measurements averaged 58.2 dB(A) at low idle, 57.7 dB(A) at high idle, and 73.7 dB(A) at wide open throttle. With the accessories and air conditioning off, the readings averaged 1.9 dB(A) lower at low idle, 2.5 dB(A) higher at high idle, and 0.4 dB(A) lower at wide open throttle. The exterior ambient noise level measured during this test was 37.9 dB(A).

EXTERIOR NOISE TEST DATA FORM

Accelerating from Constant Speed

Bus Number:	Date:
Personnel:	
Temperature (°F):	Humidity (%):
Wind Speed (mph):	Wind Direction:
Barometric Pressure (in.Hg):	
Verify that microphone height is 4 feet, wind speed is less than 12 mph and ambient temperature is between 30°F and 90°F: ■ checked by: S.C.	
Initial Sound Level Meter Calibration: ■ checked by: S.C.	
Exterior Ambient Noise Level dB(A):	

Accelerating from Constant Speed Curb (Right) Side		Accelerating from Constant Speed Street (Left) Side	
Run #	Measured Noise Level dB(A)	Run #	Measured Noise Level dB(A)
1	72.4	1	72.8
2	72.4	2	73.1
3	72.7	3	72.6
4	73.0	4	72.9
5	72.9	5	72.7
Average of two highest actual noise levels = 73.0 dB(A)		Average of two highest actual noise levels = 73.0 dB(A)	

Final Sound Level Meter Calibration Check: ■ checked by: S.C.
Comments: None noted.

EXTERIOR NOISE TEST DATA FORM Accelerating from Standstill

Bus Number: 0516	Date: 11-14-05
Personnel: B.S., T.S. & E.L.	
Temperature (°F): 54	Humidity (%): 43
Wind Speed (mph): 3	Wind Direction: W
Barometric Pressure (in.Hg): 30.33	
Verify that microphone height is 4 feet, wind speed is less than 12 mph and ambient temperature is between 30°F and 90°F: ■ checked by: S.C.	
Initial Sound Level Meter Calibration: ■ checked by: S.C.	
Exterior Ambient Noise Level dB(A): 37.9	

Accelerating from Standstill Curb (Right) Side		Accelerating from Standstill Street (Left) Side	
Run #	Measured Noise Level dB(A)	Run #	Measured Noise Level dB(A)
1	72.9	1	73.0
2	72.9	2	72.8
3	73.5	3	72.8
4	73.0	4	73.0
5	73.0	5	73.0
Average of two highest actual noise levels = 73.3 dB(A)		Average of two highest actual noise levels = 73.0 dB(A)	

Final Sound Level Meter Calibration Check: ■ checked by: S.C.
Comments: None noted.

EXTERIOR NOISE TEST DATA FORM Stationary

Bus Number: 0516		Date: 11-14-05	
Personnel: B.S., T.S. & E.L.			
Temperature (°F): 54		Humidity (%): 43	
Wind Speed (mph): 3		Wind Direction: W	
Barometric Pressure (in.Hg): 30.33			
Verify that microphone height is 4 feet, wind speed is less than 12 mph and ambient temperature is between 30°F and 90°F: ■ checked by: S.C.			
Initial Sound Level Meter Calibration: ■ checked by: S.C.			
Exterior Ambient Noise Level dB(A): 37.9			
Accessories and Air Conditioning ON			
Throttle Position	Engine RPM	Curb (Right) Side dB(A)	Street (Left) Side db(A)
		Measured	Measured
Low Idle	675	58.4	57.9
High Idle	1,150	64.0	51.4
Wide Open Throttle	4,000	73.9	73.5
Accessories and Air Conditioning OFF			
Throttle Position	Engine RPM	Curb (Right) Side dB(A)	Street (Left) Side db(A)
		Measured	Measured
Low Idle	700	56.4	56.1
High Idle	1,200	60.1	60.3
Wide Open Throttle	4,100	72.7	73.8
Final Sound Level Meter Calibration Check: ■ checked by: S.C.			
Comments:			

7.2 EXTERIOR NOISE TEST



TEST BUS UNDERGOING EXTERIOR NOISE TESTING



APPENDIX F - PRICE SHEET #510366

Vendor Name: Transportation Equipment Sales Corporation

Opening Date: 12-Aug-20

Bid Number: #510366

Time: 2:30 p.m. CST

Line	Name	MFR Name	Model Name	Delivery Days	Qty.	Unit	Price Year 1	Price Year 2	Price Year 3	Price Year 4	Price Year 5
009	Med. Bus Gas 10/2	Elkhart Coach/Ford	ECII/ E450	60 to 90 days	1	ea.	\$70,274	\$71,679	\$73,113	\$74,575	\$76,067
010	Med. Bus Gas 10/2 Honeycomb	No Bid			1	ea.		\$0	\$0	\$0	\$0
011	Med. Bus Gas 12/2	Elkhart Coach/ Ford	ECII/ E450	60 to 90 days	1	ea.	\$71,115	\$72,537	\$73,988	\$75,468	\$76,977
012	Med. Bus Gas 12/2 Honeycomb	No Bid			1	ea.		\$0	\$0	\$0	\$0
002	Minivan Accesible Rear Load	No Bid			1	ea.		\$0	\$0	\$0	\$0

For purposes of calculating the rate for option years for this RFB, include an annual rate increase of 2% each year for the remaining four option years. **These rates are for evaluation and FTA procurement requirement purposes only. Lowest bid price will be evaluated on the price for "Price Year 1" ONLY.**

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

APPENDIX I – COST/PRICE ANALYSIS AND PRICE REASONABLENESS

Contract Number	510366	Item Description	Med. Bus Accessible 10/2 (Line 9)
Original Procurement?	Yes	Option Year #	n/a

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

Check one or more which apply:

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

SUMMARY MATRIX

Contact	Item	Proposed Pricing – TESCO		Shepard	Hoekstra	Midwest
One Year	Med. Bus 10/2	\$70,274		\$71,051	\$77,900	\$73,084
ICE	Other (PPI)	Average Price from Bids		Percent Difference of ICE vs Proposed Price		
\$60,348	n/a	\$73,077		14 percent		

Reason for the selection:

The ICE is a bit lower than the proposed price as the 2021 Ford Chassis have yet to be used in many accessible buses and there were not many examples online to compare prices. Also, Ford skipped a 2020 chassis, directly going to a 2021 chassis, and we would expect a greater increase in price due to the chassis overall and additional changes. Overall, the price difference (\$9,926) between the ICE and lowest responsible bidder is acceptable and similar to the average price of bids submitted. Because the proposed price takes into account many new changes to the chassis and that there was not a lot of similar vehicles to compare to, we determine it to be fair and reasonable. Option year prices will be adjusted using the PPI and are considered fair and reasonable.



Signature

Katherine Patterson

9/1/2020

Date

Transit Section Lead Worker

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

Independent Cost Estimate:

ICE Med Bus 10_2.doc - Compatibility Mode - Saved to \\Madfdcvflpr12\w&dtim Patterson, Katherine M - DOT

View Developer Help Acrobat Tell me what you want to do Share Comments

Find Replace Select Create and Share Adobe PDF Request Signatures Dictate Voice

Styles

APPENDIX B – INDEPENDENT COST ESTIMATE
INDEPENDENT COST ESTIMATE

Purchase Request Number	Item Description/Project Name	Delivery/Completion Date
	HSV Med Bus 10/2	

Name/Signature of Preparer	Total Estimated Price/Cost	Date of Estimate
Katie Patterson	\$60,348	6/9/2020

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

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

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

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

Independent Third-Party estimate developed by [redacted] (attach the estimate).

Other (specify): Averaged PPI price and prices found online for like vehicles

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

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

Product	Unit Cost		Notes / Data Source
	Delivered		
10_2 Med Bus	\$60,701		2019 HSV Model with the April to April PPI of + 1.9%
12_2 Med Bus 2019	\$59,995		Used vehicle, similar seating and chassis.

Invitation for Bid Appendix B 10/2017

5:21 PM 9/1/2020

Other Bids Received for this vehicle:

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

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

Kate Patterson

Signature of Awarding Agency

8/12/2020

Date

Danette Tessmann

Witness

8/12/2020

Date

Invitation for Bids

Appendix I

10/2017

APPENDIX L – CONTRACTOR RESPONSIBILITY/RESPONSIVENESS DETERMINATION

Solicitation Number	#510366
Contractor Name	Transportation Equipment Sales Corporation (TESCO)
Contractor Address	6401 Seaman Street Oregon, OH 43616-4200

CIRCLE ALL APPLICABLE STATEMENTS:

1. Federal and State Review

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

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

2. Other Contracts

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

3. Reference Checks

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

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

Organization	Date of Contact	Person Contacted	Adverse info provided?
Ohio DOT	8/31/2020	Dave S.	No
Laketrans	8/31/2020	Ben C.	No

4. Financial and Tech Resources

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

List documentation reviewed:

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

5. Policy, Code, and Regulation Compliance

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

List agencies contacted:

Agency / Company	Date of Contact	Reflects a history of compliance?
Ohio DOT	8/31/2020	Yes
Laketrans	8/31/2020	Yes
OH Debarment and Tax Evasion Lists	10/17/2019	Yes

6. Other Information

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

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

Agency / Company	Date of Contact	Results
BBB	9/4/2020	A+ Rating

7. Responsiveness

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

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

Katie Patterson



9/1/2020

Name

Signature

Date



ROLLING STOCK VEHICLE PROCUREMENT

Pre-Award Audit Report

Line 9: Medium Bus Accessible – 10/2

EC11 (Ford E450 Chassis)

Elkhart Coach

Vehicle Vendor – Transportation Equipment Sales Corp. (TESCO)

Submitted by:

Katherine Patterson

9/1/2020

Name

Date

Lead Worker - Transit

Signature

Title

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

6.0 PRE-AWARD AUDIT CONCLUSIONS

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

1. EXECUTIVE SUMMARY

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

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

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

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

The Pre-Award audit was performed on the **Accessible Medium Bus – 10/2** bid document submitted by **TESCO**. Pre-award Buy America certification, Purchaser's Requirement certification, and the FMVSS certification were obtained from the bidder and will be kept on file, along with the Certification of Compliance with Buy America Rolling Stock Requirements and other relevant documents.

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

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

2. AUDIT PROCEDURES

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

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

WisDOT Transit staff performed a pre-award audit of the lowest bid for **Accessible Medium Bus 10/2** from **TESCO** . Documents reviewed included the Pre-Award Buy America Certification, the manufacturer's documentation and certificate of compliance, listing of vehicle components that included country of origin and domestic content, certification of final assembly site location, and federal third-party contract clauses. Pre-award checklists were utilized to check and verify signed certifications. Signed certifications and included documentation were reviewed and found to be complete and compliant. Vendor references were also evaluated.

3. PRE-AWARD BUY AMERICA CERTIFICATION

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

3.1. Verification of Domestic Content and Final Assembly Cost

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

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

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

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

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

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

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

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

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

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

Buy America Percentage **74.19 %**

Final Assembly Location **Elkhart, Indiana, USA**

4. PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

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

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

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

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

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

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

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

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

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

See signed Pre-Award FMVSS Compliance Certification signed by vendor **TESCO**.

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

6. PRE-AWARD AUDIT CONCLUSION

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

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

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

Signed By:

Katie Patterson

9/1/2020

Name

Date




Lead Worker - Transit

Signature

Title

HSV Minibus #510366 Checklist

Vehicle Type: Line 9 Medium Bus 10/2	Vendor: TESCO
Type: Elkhart Coach/ECII - Ford E-450	Price: \$70,274
Bid Cover Page	Completed
Addendum 1	Completed
Addendum 2	Completed
Addendum 3	Completed
Appendix F - Price Sheet	Completed
Appendix G - Drawing	Completed
Appendix B and DOA 3832	
<i>Bidder Opportunity List</i>	Completed
<i>Bidder Required Form (Info and Contacts)</i>	Completed
<i>References</i>	Completed
<i>Confidential</i>	Completed
<i>Bidder Agreement (Cooperative Purchasing)</i>	Completed
<i>Bidder Status</i>	n/a
<i>State Bidder Certifications</i>	Completed
Federal Certs	
DBE Approval	Completed
Buy America Rolling Stock (checkbox too)	Completed
Buy America Percentage	Said yes, just need to follow up on actual %
Buy America Final Assembly Location	Elkhart, Indiana
Purchasers	Completed
FMVSS	Completed (signed both, need to clarify)
Bus Testing	Completed
Lobbying	Completed
Debarment and Suspension	Completed
Federal Clauses	
Procurement of Steel, Iron, or Manf. Products	Completed
Procurement of Rolling Stock	Completed
Bus Testing	Completed
Buy America	Completed
Lobbying	Completed
Debarment and Suspension	Completed
Altoona Testing	
Test Documents	Completed
Warrenty	
Included?	Completed
	8/28/2020
Signature	Date