

MA 18P 2105030000000000114
NEW

State of Maine



Master Agreement

Effective Date: 06/04/21

Expiration Date: 05/31/26

Master Agreement Description: Bus,16+ 2 Low Floor Cutaway Accessible Bus, Kneel & NonKneel

Buyer Information

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

Issuer Information

Kelly Arata 207-624-3559 ext. kelly.arata@maine.gov

Requestor Information

Kelly Arata 207-624-3559 ext. kelly.arata@maine.gov

Agreement Reporting Categories

Authorized Departments

17A TRANSPORTATION
17D MOTOR TRANSPORT

Vendor Information

Vendor Line #: 1

Vendor ID

VS0000023471

Vendor Name

Creative Bus Sales, Inc.

Alias/DBA

Vendor Address Information

14740 Ramona Ave

Chino, CA 91710

US

Vendor Contact Information

Marcus Hoffman
8003262877 ext.
biddepartment@creativebussales.com

Commodity Information

Vendor Line #: 1

Vendor Name: Creative Bus Sales, Inc.

Commodity Line #: 1

Commodity Code: 55600

Commodity Description: Bus,16+ 2 Low Floor Cutaway Accessible Bus, Kneel & NonKneel

Commodity Specifications:

Commodity Extended Description: Bus, 16+ 2 Low Floor Cutaway Accessible Bus, Kneeling & Non-Kneeling

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
95771.00	11/01/20	10/31/25
Catalog Name	Discount	
Craetive DOT Buses	0.0000 %	
	Discount Start Date	Discount End Date
	06/04/21	05/31/26

Please see authorized signatures displayed on the next page

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Master Agreement Requirements
<input checked="" type="checkbox"/>	Price sheet
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form – Appendix A from RFQ
<input checked="" type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix C from RFQ
<input checked="" type="checkbox"/>	Vendor bid documents including bus specifications
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Master Agreement Requirements
MA 210503-114

Commodity: Bus,16+2 Low Floor Cutaway Accessible Bus, Kneeling & Non-Kneeling

Master Agreement Competitive Bid RFQ: 17A 200807-031

Contract Period: Through May 31, 2026.

Vendor Contacts:

Contracts

Tony Matijevich | President

800-326-2877 x111

Tonym@creativebussales.com

Marcus Hoffman | Bid Manager

800-326-2877 x508

marcush@creativebussales.com

Operations

Mike Shultz | Commercial Bus Sales

505-414-0620

mshultz@creativebussales.com

Mike Wilson | Director of Sales Midwest/Northeast

800-326-2877 x661

mikew@creativebussales.com

Service/Warranty

Carl Henderson | Director of Service

800-326-2877 x440

chenderson@creativebussales.com

Jamie Greenlaw | Fleet Warranty Administrator

800-326-2877 x441

jgreenlaw@creativebussales.com

Prices: Prices are with shipping terms of “Free on Board (FOB) – Destination”. The State intends for this to mean that all goods shall be priced to include shipping charges, if any, to the State’s desired location. The “FOB – Destination” shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

Base Price Calculation Producer Price Index Escalator: Buses shall be at the prices quoted. These prices shall remain firm/fixed for any purchase orders issued by the Department within a two (2) year period from contract award. The price of any buses ordered by the Department after the initial two (2) year firm/fixed price period shall be calculated as follows: The quoted Base Order Price increased by the difference in the PPI percentage at the contract award date and the last published PPI percentage six months prior to the date of the order. Provisional index percentages are subject to revision and shall not be used for this calculation. The calculation utilizes the U.S. Department of Labor/Bureau Of Labor Statistics Producer Price Index (“PPI”) Category 1413, “Trucks and Bus Bodies”. The price for any purchase order shall not result in a Base Order Price increase of more than 6% per year over the remaining three (3) years of the five (5) year contract. In the event the PPI Percentage calculation price is less than the PPI Percentage used for the previous order, the last price utilized will remain in effect. At no time will the calculated PPI Percentage price fall below the previous order price.

Delivery: The vendor is responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

Pre-Manufacturing Meeting: A pre-manufacturing meeting will be held in Maine with the successful bidder the purpose of this meeting shall be a review of specifications, approve equals the bid and the bidder’s build order. Those in attendance may include, but not limited to, representatives from the Department, Provider, and factory representatives (if bidding vendor so chooses)

Pre-Delivery Inspection: A factory pre-delivery inspection is required after vehicles are 80% completed and before any unit are delivered. Inspection will be completed by State of Maine Department of Transportation representatives or their designated representatives.

Inspectors shall number up to three (3) representatives from MaineDOT. **The cost of the inspection, including round trip airfare and lodging for a period of up to three (3) days, two (2) nights, depending of number of vehicles to be inspected. All costs shall be separate of the vehicle bid price.** Separate Pricing Per Person.

Maine Department of Transportation also reserves the right, at no cost to the bidder, to send factory inspectors to the factory at any time during the building of these vehicles.

Post-Delivery Inspections: Upon delivery of each vehicle at the procuring agency desired location (Fleet Services Augusta). State of Maine Department of Transportation representatives and end user agency will perform a post-delivery inspection. State of Maine Department of Transportation representative will create a letter of non-acceptance with furnish details of the deficiencies.

Master Agreement Contract Evaluation: The vendor will receive an initial order. There will not be a guaranteed number of units ordered from the vendor. The Department will be monitoring the new equipment and gathering data for an evaluation process that

will be used to determine if the vendor/manufacture is the best fit for MaineDOT's operation. The Department's evaluation results will determine additional/future orders.

Low Floor Cutaway Accessible Buses will be evaluated based on, but not limited to the following key requirements:

- a) Delivery time
- b) Product performance - quality
- c) Customer service through the buying process
- d) Customer service during maintenance
- e) Quality of repair service – product and installation
- f) Warranty support
- g) Technology support
- h) Overall cost of unit operation

Low Floor Cutaway Accessible Buses that do not perform to the satisfaction of the Department will not receive additional orders until the vendor corrects the issues of concern. The evaluation process will not exceed a two-year time period.

Training: Training for both maintenance and operation on proposed vehicles will be provided by the vendor and the manufacturer at a time and place chosen by the Department and the vendor.

SUPPLIER PART NUMBER	SUPPLIER NAME	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
NonKneel-Creative	Creative Bus Sales, Inc.	Bus,Low Cutaway 16+2 Non-Kneeling Chevy 4500 ARBOC Spirit Fr	Non-Kneeling Chevy 4500 ARBOC Spirit of Freedom	EA	\$96,771.00	180
Kneel-Creative	Creative Bus Sales, Inc.	Bus,Low Cutaway 16+2 Kneeling Chevy 4500 ARBOC Spirit Mobili	Non-Kneeling Chevy 4500 ARBOC Spirit of Mobility	EA	\$113,586.00	180

RIDER B
TERMS AND CONDITIONS

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices,

packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate

all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

PART III - APPENDICES**APPENDIX A**


**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE

Bidder's Organization Name: Creative Bus Salesm, Inc.		
Chief Executive - Name/Title: Tony Matijevich		
Tel: 800-326-2877	Fax: 909-465-5529	E-mail: tonym@creativebussales.com
Headquarters Street Address: 14740 Ramona Avenue		
Headquarters City/State/Zip: Chino, CA 91710		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Marcus Hoffman		
Tel: 800-326-2877	Fax: 602-437-2758	E-mail: marcush@creativebussales.com
Street Address: 4429 William Penn Highway		
City/State/Zip: Murrysville, PA 15668		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ; and
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening; and
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal; and
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name: Marcus Hoffman	Title: Bid Manager
Authorized Signature: 	Date: 9/25/2020

Debarment, Performance, and Non-Collusion Certification


By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.**
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name:	Title:
Marcus Hoffman	Bid Manager
Authorized Signature:	Date:
	9/25/2020

APPENDIX C

**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

**Municipality Political Subdivision and School District
Participation Certification**

**RFQ # 17A 200807-031
Low Floor Cutaway Accessible Bus (16+2)**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our Agreement pricing. A bidder's willingness to extend Agreement pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?


Yes

Yes, with conditions as follows:

No

Name of Company: Creative Bus Sales, Inc.

Address: 4429 William Penn Highway, Murrysville, PA 15668

Signature: 

Date: 9/25/2020



PRE-AWARD BUY AMERICA COST DOCUMENTATION

ARBOC Specialty Vehicles, LLC

Bus Model: Spirit of Freedom

Customer: TBD

Bus #: TBD

Serial #: TBD

Chassis #: TBD

Component	Manufacturer(s)	State(s)	US %	Foreign %
CHASSIS	ACTION MACHINE INC MAX MYERS MOTORS INC (CHASSIS ACCT) RC INDUSTRIES INC REFLEX INDUSTRIES INC VOYAGER	INDIANA INDIANA INDIANA ILLINOIS INDIANA	2.40%	0.10%
CHASSIS FRAME	LIPPERT COMPONENTS INC	ILLINOIS	0.20%	0.30%
BODY	A & M SYSTEMS INC AXIS UNLIMITED LLC DBA NATION TANK & TRAILER CHALLENGER DOOR LLC CLEAN-SEAL INC CLEER VISION WINDOWS INC FLEXCO PRODUCTS INC GERFLOR USA HARBOR FOAM INC HENKEL CORPORATION LAMI PLAST INC MOR/RYPDE INTERNATIONAL INC NEW FLYER USA INC POSTLE ALUMINUM CO - MIDWEST ROBERT WEED PLYWOOD CORP SOUTHWEST WELDING LLC TEMPLE A DIVISION OF POSTLE OPERATING LLC VELVAC INC	INDIANA INDIANA INDIANA INDIANA INDIANA ILLINOIS MICHIGAN GEORGIA CALIFORNIA INDIANA ALABAMA ILLINOIS INDIANA INDIANA ILLINOIS WISCONSIN	22.90%	4.50%
ELECTRICAL	BETA-CON INC CHIEF ENTERPRISES I/O CONTROLS CORPORATION KAUFFMAN ENGINEERING INC MSSL WIRING SYSTEMS INC TRANSIGN LLC WESCO DISTRIBUTION INC	INDIANA ILLINOIS CALIFORNIA OHIO OHIO MICHIGAN ILLINOIS	5.60%	2.30%
FIBERGLASS/ABS	BEST FORMED PLASTICS LLC DUO FORM PLASTICS HART PLASTICS INC PREMIER FIBERGLASS COMPANY INC	INDIANA MICHIGAN INDIANA INDIANA	5.20%	0.00%
HVAC	PROAIR LLC TRANS/AIR MANUFACTURING CORP VALEO THERMAL COMMERCIAL VEHICLES NORTH AMERICA INC	MASSACHUSETTS PENNSYLVANIA ILLINOIS	10.70%	0.00%
PAINT/GRAPHICS	DEC-O-ART INC	INDIANA	0.10%	0.00%
SEATING	FREEDMAN SEATING COMPANY	ILLINOIS	8.50%	0.00%
STANCHIONS/EXHAUST	ASC INDUSTRIES INC EXHAUST PRODUCTIONS INC UNITED ROLL FORMING INC	INDIANA INDIANA INDIANA	1.70%	0.10%
ADA	Q'STRAIT	GEORGIA	2.20%	0.00%
MISC	ALRO STEEL CORPORATION BRAUN CORPORATION, THE LAWSON PRODUCTS INC	ILLINOIS ILLINOIS ILLINOIS	12.50%	2.10%
MANUFACTURING	ARBOC SPECIALTY VEHICLES	INDIANA	18.70%	0.00%

HOURS				
Total			90.50%	9.50%

1-Point of final assembly Middlebury, Indiana.
2- Final assembly activities include: (1) Chassis prep and rebuild (2) Body assembly and set (3) Flooring and seat assembly (4) Electrical installation (5) Final assembly including Water test, road test, front end alignment and final ship.



PRE-AWARD BUY AMERICA COST DOCUMENTATION

ARBOC Specialty Vehicles, LLC

Bus Model: Spirit of Mobility

Customer: TBD

Bus #: TBD

Serial #: TBD

Chassis #: TBD

Component	Manufacturer(s)	State(s)	US %	Foreign %
CHASSIS	ACTION MACHINE INC GARDNER DENVER THOMAS INC HARCO MANUFACTURING GROUP LLC HOOSIER TANK & MANUFACTURING INC MAX MYERS MOTORS INC (CHASSIS ACCT) RC INDUSTRIES INC REFLEX INDUSTRIES INC ROMEO RIM INC VOYAGER	INDIANA MISSOURI OHIO MICHIGAN INDIANA INDIANA ILLINOIS MICHIGAN INDIANA	4.20%	0.10%
CHASSIS FRAME	AIR LIFT COMPANY DAYTON AIR CONTROL PRODUCTS LLC HENDRICKSON - USA LLC LIPPERT COMPONENTS INC NORTHFIELD MANUFACTURING INC	MICHIGAN OHIO ILLINOIS ILLINOIS MICHIGAN	3.30%	4.30%
BODY	A & M SYSTEMS INC AXIS UNLIMITED LLC DBA NATION TANK & TRAILER CHEMLINE INC CLEAN-SEAL INC CLEER VISION WINDOWS INC COMPASS FLOORING INC FLEXCO PRODUCTS INC FUTURE TOOL & MACHINE INC HARBOR FOAM INC HENKEL CORPORATION LAMI PLAST INC MOR/RYPDE INTERNATIONAL INC NEW FLYER USA INC POSTLE ALUMINUM CO - MIDWEST ROBERT WEED PLYWOOD CORP SOUTHWEST WELDING LLC TEMPLE A DIVISION OF POSTLE OPERATING LLC VELVAC INC	INDIANA INDIANA MISSOURI INDIANA INDIANA MASSACHUSETTS INDIANA MICHIGAN MICHIGAN GEORGIA CALIFORNIA INDIANA ALABAMA ILLINOIS INDIANA INDIANA INDIANA ILLINOIS WISCONSIN	15.70%	2.70%
ELECTRICAL	BETA-CON INC CHIEF ENTERPRISES HANOVER DISPLAYS INC I/O CONTROLS CORPORATION KAUFFMAN ENGINEERING INC MSSL WIRING SYSTEMS INC WESCO DISTRIBUTION INC	INDIANA ILLINOIS ILLINOIS CALIFORNIA OHIO OHIO ILLINOIS	10.00%	1.80%
FIBERGLASS/ABS	BEST FORMED PLASTICS LLC DUO FORM PLASTICS HART PLASTICS INC PREMIER FIBERGLASS COMPANY INC	INDIANA MICHIGAN INDIANA INDIANA	4.10%	0.00%

HVAC	PROAIR LLC THERMO KING MIDWEST INC TRANS/AIR MANUFACTURING CORP VALEO THERMAL COMMERCIAL VEHICLES NORTH AMERICA INC	MASSACHUSETTS INDIANA PENNSYLVANIA ILLINOIS	7.40%	3.20%
PAINT/GRAPHICS	DEC-O-ART INC	INDIANA	0.10%	0.00%
SEATING	FREEDMAN SEATING COMPANY	ILLINOIS	11.30%	0.00%
STANCHIONS/EXHAUST	ASC INDUSTRIES INC EXHAUST PRODUCTIONS INC UNITED ROLL FORMING INC	INDIANA INDIANA INDIANA	1.80%	0.10%
ADA	Q'STRAIT	GEORGIA	2.30%	0.00%
MISC	ALRO STEEL CORPORATION BRAUN CORPORATION, THE LAWSON PRODUCTS INC	ILLINOIS ILLINOIS ILLINOIS	11.00%	2.90%
MANUFACTURING HOURS	ARBOC SPECIALTY VEHICLES	INDIANA	13.50%	0.00%
Total			84.80%	15.20%

1-Point of final assembly Middlebury, Indiana.
2- Final assembly activities include: (1) Chassis prep and rebuild (2) Body assembly and set (3) Flooring and seat assembly (4) Electrical installation (5) Final assembly including Water test, road test, front end alignment and final ship.

APPENDIX B

STATE OF MAINE DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES DIVISION OF PURCHASES

RFQ # 17A 200807-031 Low Floor Cutaway Accessible Bus (16+2)

TECHNICAL SPECIFICATIONS

LOW FLOOR CUTAWAY ACCESSIBLE BUS

16 AMBULATORY PASSENGERS AND TWO WHEELCHAIR SECUREMENT POSITIONS

GENERAL

a. **Purpose**

The following specifications are for two different buses one for a **mid**-size, current model low floor cutaway bus with an air operated kneeling system and one mid-size, current model non-kneeling low floor cutaway bus. Bus must be current model compliant with all ADA regulations. Buses shall be equipped with a front entrance door with an integrated wheelchair ramp, flat uninterrupted floor plan in the forward wheelchair positions. The floor plans provided in appendix #1 sixteen (16) ambulatory passengers plus two (2) wheelchair positions. Seating plan desired is described under the Seating section 27.0. These vehicles are to be used to provide transportation services to low income, elderly and/or disabled passengers, children and general transportation.

1.2 **Intent**

It is the intent of this specification to describe a vehicle of substantial and durable construction in all respects congruent to practices acceptable to body and chassis manufacturers. Bidder shall submit evidence that the body manufacturer currently holds a "FULLY MEETS" level of compliance with the "Transit Bus Quality Program" of the chassis manufacturer. To ensure the quality of manufacturer and reliability of product support, the bus body manufacturer shall be ISO 9001:2015 certified. The bidder shall submit with bid documentation certifying ISO registration.

1.3 **Requirements**

The chassis is to be the heaviest duty available with all possible options to make it a heavy-duty vehicle and if applicable shall be Altoona Tested minimum as a 5 Year, 150,000-mile vehicle.

1.4 **Completeness**

a) Any part or detail which makes the vehicle complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.

(b) The price quoted in any proposal submitted shall include all items of labor, materials, tools, equipment and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications.

Pricing for subsequent model years will be based on the last published Product Price Index at time of order. Additionally, agency will incur any chassis increases resulting from federally mandated changes.

1.5 Conformity

All units or parts not specified shall be manufacturer's best quality and shall conform in materials, design, and workmanship to the best practice known in the automobile industry. All parts shall be new and in no case will used, reconditioned, or obsolete parts be accepted. The parts on all vehicles provided by the same manufacturer shall be interchangeable.

1.6 Materials

All materials used in conversion of the vehicle shall conform in all respects to American Society of Testing Materials, Society of Automotive Engineers, or similar association standards.

1.7 Warranty and Maintenance

The manufacturer's warranty must be provided for the basic vehicle as well as the warranty for any and all modifications. Lift and rust proofing warranties must also be provided. Bidder must be able to provide warranty and maintenance service for the vehicle and the modifications in the areas in which the vehicles are to be used.

Bidders located outside this area must be able to arrange maintenance and warranty service agreement with a certified maintenance facility located within these areas. Bidder must be able to provide or assure access to spare or replacement parts (must specify source). The warranty form that has been included in the bid package **MUST** be filled out completely and sent with the final bid.

1.8 Pre & Post-Delivery Inspections and Pre-Delivery Inspection:

Pre-Manufacturing Meeting:

A pre-manufacturing meeting will be held in Maine with the successful bidder the purpose of this meeting shall be a review of specifications, approve equals the bid and the bidder's build order. Those in attendance may include, but not limited to, representatives from the Department, Provider, and factory representatives (if bidding vendor so chooses)

Pre-Delivery Inspection:

A factory pre-delivery inspection is required after vehicles are 80% completed and before any unit are delivered. Inspection will be completed by State of Maine Department of Transportation representatives or their designated representatives.

Inspectors shall number up to three (3) representatives from MaineDOT. **The cost of the inspection, including round trip airfare and lodging for a period of up to three (3) days, two (2) nights, depending of number of vehicles to be inspected. All costs shall be separate of the vehicle bid price.** Separate Pricing Per Person.

Maine Department of Transportation also reserves the right, at no cost to the bidder, to send factory inspectors to the factory at any time during the building of these vehicles.

Post-Delivery Inspections:

Upon delivery of each vehicle at the procuring agency desired location (Fleet Services Augusta). State of Maine Department of Transportation representatives and end user agency will perform a post-delivery inspection. State of Maine Department of Transportation representative will create a letter of non-acceptance with furnish details of the deficiencies.

Pricing for subsequent model years will be based on the last published Product Price Index at time of order. Additionally, agency will incur any chassis increases resulting from federally mandated changes.

1.9 Awards:

MaineDOT reserves the right to award to multiple bidders based on the evaluation results that include, but are not limited to: best value, delivery time, warranty, and the most closely met specifications in the RFP. The award will be made in the best interest of MaineDOT, as determined by the Department.

The result of this bid process may be multiple Master Agreement Contract(s). Awards may be made to vendor(s) who meet the minimum specifications. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications *most closely meet* the specifications of this RFQ and the cost will be factored based on that bid.

1.10 Master Agreement Contract Evaluation:

After the bid is awarded, the awarded vendor(s) will receive an initial order. There will not be a guaranteed number of units ordered from each vendor. The Department will be monitoring the new equipment and gathering data for an evaluation process that will be used to determine which vendor/manufacturer(s) is the best fit for MaineDOT's operation. The Department's evaluation results will determine additional/future orders. Low Floor Cutaway Accessible Buses will be evaluated based on, but not limited to the following key requirements:

- a) Delivery time
- b) Product performance - quality
- c) Customer service through the buying process
- d) Customer service during maintenance
- e) Quality of repair service – product and installation
- f) Warranty support
- g) Technology support
- h) Overall cost of unit operation

Low Floor Cutaway Accessible Buses that do not perform to the satisfaction of the Department will not receive additional orders until the vendor corrects the issues of concern.

The evaluation process will not exceed a two-year time period.

**BASE PRICE CALCULATION
PRODUCER PRICE INDEX ESCALATOR**

Buses shall be at the prices quoted. These prices shall remain firm/fixed for any purchase orders issued by the Department within a two (2) year period from contract award. The price of any buses ordered by the Department after the initial two (2) year firm/fixed price period shall be calculated as follows: The quoted Base Order Price increased by the difference in the PPI percentage at the contract award date and the last published PPI percentage six months prior to the date of the order. Provisional index percentages are subject to revision and shall not be used for this calculation. The calculation utilizes the U.S. Department of Labor/Bureau Of Labor Statistics Producer Price Index (“PPI”) Category 1413, “Trucks and Bus Bodies”. The price for any purchase order shall not result in a Base Order Price increase of more than 6% per year over the remaining three (3) years of the five (5) year contract. In the event the PPI Percentage calculation price is less than the PPI Percentage used for the previous order, the last price utilized will remain in effect. At no time will the calculated PPI Percentage price fall below the previous order price.

CONTRACT PERIOD: 5 years from the date of the award.

PRICES: Base Prices are expected to remain firm for the 60-month contract period.

Simple Percentage Method.

One method of price adjustment is to have the base price changed by the same percentage as the percent change in a selected PPI. To illustrate, suppose that a contract escalation clause called for using the intermediate demand PPI titled Materials and components for manufacturing, not seasonally adjusted. Also suppose that the value of this index was 178.4 for December 2010, the month that corresponds with the base price for escalation, \$1,000 per unit. Twelve months later, when December 2011 data were released and the first stipulated price adjustment was to be made, the index value for December 2011, published mid-January 2012, was 187.7. The percent change represents an increase of 5.2 percent in the index for Materials and components for manufacturing and a \$52 per unit increase in the price for the escalated product. (See below.)

Index at time of calculation, December 2011:	187.7
Divided by index at time base price was set, December 2010:	178.4
Equals	1.052
Base price	\$1,000
Multiplied by	1.052
Equals adjusted price	\$1,052

All future releases, including the equipment modification(s), will be priced based upon the new revised Base Award Price.

Note: This is an example only to indicate how the PPI Calculated Pricing will be determined for Option Year Orders.

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. **Electronically enter responses directly into the text-enabled fields next to each specification, including actual dimensions when applicable.** Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation.

If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.


The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and delivery into consideration.

The following abbreviations must be used:

X	Standard or as specified
N/A	Not Available
DI	Dealer Installed
EQ	Equivalent Bid Specification

		Abbreviation	Actual Dimension	Notes
1.1	Wheelbase - 189" minimum	X	191"	
1.2	Overall Height - 115" maximum excluding A/C	X	115"	
1.3	Overall Length - 300" minimum	X	317"	
1.4	Interior Length - 218" minimum, from behind driver to rear wall	X		
1.5	Exterior Width - 96" maximum excluding mirrors	X	96"	
1.6	Interior Width - 90" minimum (at the floor line)	X	91 3/8"	
1.7	Interior Height @ Center aisle - 76" minimum	X	77"	
1.8	Entrance Door (Clear Opening Between Handrails) - 35" width, 75" height	X		
1.9	Kneeling Bus - 11.5" maximum ground to first step in the kneeled position	X	10.5"	
1.9-A	Non-Kneeling Bus - 11.5" maximum ground to first step	EQ	13.5"	See Cover Letter
1.10	GVWR - 14,000 lbs. minimum	X	14,200	
1.11	Knee Room - 28" minimum, hip to knee	X		
	2.0 CHASSIS	Abbreviation	Actual Dimension	Notes
2.1	Chassis shall be a current model year, dual rear wheel commercial cutaway chassis. Vehicle must meet current Federal and State emission standards.	X	2021	
2.2	For the proposed low floor bus with the kneeling system the bus must incorporate full 4-point air spring suspension system with kneeling capabilities conveniently operated from the driver's seat. The system shall have 12-volt electric compressor, with a closed loop dry air dryer system with a built-in recovery tank. The kneeling system shall have a safety interlock that will not allow the bus to kneel if the doors are open. The air suspension shall return to the ride height operated with a switch after the ramp is stowed and the door is closed. Shall utilize a Braun ramp, with a maximum 1:6 slope	X		


	from ground to floor in the full kneeling position. Ground level to the floor must not exceed 11.5" step height in the kneeled position. Air system must fully recover within 1 minute and 45 seconds or less after the bus has raised from the kneeled position. A full description and illustrations of the kneeling system, ramp, and entrance way must be included with the bid.			
2.2-A	For the proposed low floor bus without the kneeling system. The bus must incorporate OEM spring suspension system with MorRyde with a maximum 1:6 slope from ground to floor. Ground level to the floor must not exceed 11.5". A suspension in the rear. Shall utilize a Braun ramp, full description and illustrations of the suspension system, ramp and entrance way must be included with the bid.	EQ	13.5"	Our Low Floor includes MorRyde, uses a Braun Ramp, with slope of 1:6. See cover letter explaining 1st step
	3.0 POWER PLANT	Abbreviation	Actual Dimension	Notes
3.1	Engine shall be a Gas V8 or V10 with spin-on throw away type oil filter and a disposable dry air cleaner.	X		
3.2	Engine compartment shall be insulated from the passenger compartment to absolutely minimize coach interior noise level, heat and fumes. Engine cover shall be insulated to reduce interior noise to below 78 decibels.	X		ALTOONA REPORT
3.3	Engine shall be equipped with engine oil cooler and an OEM engine block heater.	X		
3.4	Transmission shall be an electronic 5-speed with overdrive, and shall be removable without disturbing engine drive. An auxiliary transmission oil cooler shall be installed in front of the radiator as an OEM option (Heavy Duty Service Package).	X		Accepted is GM 6 Speed
	4.0 COOLING SYSTEM	Abbreviation	Actual Dimension	Notes
4.1	Cooling system shall incorporate an overflow tank as well as radiator fan equipped with viscous fan clutch. System shall be protected to -35-degree Fahrenheit, utilizing extended life coolant. Antifreeze coolant strength shall be checked and labeled on the coolant reservoir.	X		

4.2	All coolant lines are to be secured and protected from sharp edges, by running a large heater hose over existing heater hoses for protection.	X		
5.0 FUEL SYSTEM				
		Abbreviation	Actual Dimension	Notes
5.1	Fuel tank shall be a minimum (55) gallon capacity, internally baffled to prevent surging. Tank shall be mounted inside frame rails.	X	55 Gallons	
6.0 EXHAUST SYSTEM				
		Abbreviation	Actual Dimension	Notes
6.1	There shall be an OEM heat shield installed on the fuel tank.	X		
6.2	<p>Exhaust tail pipe shall extend to the rear, street side/left of the vehicle beyond body side panel and shall be constructed using exhaust tubing with a tapered cut on bottom side of pipe. Exhaust hangers shall be spaced 30" on center and 10 inches from the tip this is in reference to the bus manufacturer modified exhaust.</p> <p>Tail pipe end diagram</p> <p>up</p>  <p>down</p>	X		
7.0 FRONT AXLE				
		Abbreviation	Actual Dimension	Notes
7.1	Heaviest axle available with gas pressurized shock absorbers.	X		
7.2	Front suspension shall be equipped with anti-sway bar.	X		

7.3	Kneeling system front suspension shall be equipped with air springs	X		
7.3-A	Non-Kneeling system front suspension shall be equipped with coil springs	X		
	8.0 REAR AXLE AND FINAL DRIVE	Abbreviation	Actual Dimension	Notes
8.1	Rear axle capacity shall be supplied by manufacturer and matched to vehicle chassis specifications previously described at 189" wheelbase and 14,200 minimum GVWR.	X		
8.2	Kneeling rear suspension shall be equipped with air springs.	X		
8.2-A	Non-Kneeling rear suspension shall be equipped with leaf springs and MorRyde suspension.	X		
8.3	Rear axle ratio shall be determined by the manufacturer and based on type of service, geographical area, and additional economic factors recommended. (Preferred ratio 4.10)	X		
8.4	Rear heavy-duty gas pressurized shock absorbers. Rear suspension shall be equipped with anti-sway bar.	X		
	9.0 PROPELLER SHAFT/DRIVE LINE	Abbreviation	Actual Dimension	Notes
9.1	Drive shaft shall be heavy duty type with needle bearing universal joints, or equivalent.	X		
9.2	Drive shaft guards shall be installed to prevent it from striking floor of bus or ground, in the event of tube or universal joint failure.	X		
9.3	Drive shaft guards need to be removable (bolted on type only, not welded).			
	10.0 STEERING	Abbreviation	Actual Dimension	Notes
10.1	Power Steering is required.	X		
10.2	Steering mechanism shall be self-centering requiring little or no effort to bring vehicle back to straight-ahead after turning.	X		
10.3	Steering wheel shall offer a tilt feature to adjust to individual drivers.	X		

10.4	Cruise control shall be provided.	X		
10.5	Vehicle front-end alignment is required, and a printed copy of the alignment result shall be provided with the vehicle packet.	X		
	11.0 BRAKES	Abbreviation	Actual Dimension	Notes
11.1	Service brakes shall be dual hydraulic, power assist, disc front and rear.	X		
11.2	OEM upgrade to heavy duty brakes and system would be preferred. If available.	X		
11.3	Braking system shall be adequate for the GVWR of the bid vehicle.	X		
	12.0 WHEELS	Abbreviation	Actual Dimension	Notes
12.1	Vehicle shall be equipped with six (6) heavy, OEM ventilated pressed steel wheels, 16.0" diameter and 6" width, single front and dual rear. All wheels to be inter-changeable. All wheels to be painted white.	X		
	13.0 TIRES	Abbreviation	Actual Dimension	Notes
13.1	LT225/75/16 Load Range E minimum. Total of six (6) OEM all season radial tires. All tires and wheels to be spin balanced and aligned. A spare tire shall be provided that matches all other vehicle tires and shall be mounted on wheel, balanced and painted to match other wheels and shipped loose in bus.	X		
13.2	Lead wheel weights will not be accepted. Steel weights or less toxic wheel weight alternatives shall be supplied.	X		
	14.0 BUMPERS	Abbreviation	Actual Dimension	Notes
14.1	Vehicle shall be provided with manufacturer's standard front bumper with rear energy absorption type bumper, Romeo Rim Energy Absorbing Bumper System or equivalent bid specification.	X		
14.2	Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be transmitted directly to chassis frame.	X		

14.3	Rear bumper shall incorporate anti-ride device to prevent standing on rear bumper and shall be integral to bus body.	X		
14.4	Rear bumper safety sensor systems, Hawkeye or equivalent bid specification.	X		
	15.0 ELECTRICAL SYSTEMS AND COMPONENTS	Abbreviation	Actual Dimension	Notes
15.1	The electrical system shall comply with all applicable FMVSS and shall conform also to all applicable SAE recommended standards and practices. All electrical and electronic components shall be selected to minimize electrical loads thereby not exceeding the generating capacity of the vehicle. All vehicle electronic circuits including but not limited to ignition, clocks, lights, AM/FM radio receivers, computers, emission controls, electronic fuel systems and components, ABS brakes, air bags, alternators, regulators any OEM and Aftermarket components shall be designed or modified to suppress, bypass or otherwise prevent interference from affecting the mobile two-way radio transceiver.	X		
15.2	The electrical system components and wiring shall be readily accessible through access panels for checking and for maintenance. All switches, indicators and controls shall be located and installed in a professional manner that facilitates easy removal and servicing. All exterior housings of lamps and fixtures shall be corrosion resistant and weatherproofed.	X		
15.3	One (1) 220 AMP alternator minimum. Alternator must be sufficient to operate all electrical equipment on vehicle including ramp without draining the battery.	X		
15.4	Dual (2) batteries (GLASS MAT) with a combined capacity of no less than 1800 CCA. Primary and secondary battery shall be at 900 CCA and both batteries shall be in fully enclosed stainless-steel battery compartment with stainless steel slide out tray both batteries shall be matching manufacturer and CCA. A battery compartment located adjacent to the passenger's entrance door battery compartment shall be stainless steel or painted with acid resistant paint. All battery connections require	EQ		EXTERIOR BATTERY BOX COMPARTMENT AND DOOR IS FIBERGLASS. Accepted In RFA's

	<p>battery anti-corrosion treatment. Battery Box Door shall be Challenger 1200 Series Stainless Steel Frame or an equivalent bid specification.</p> 			
<p>15.5</p>	<p>Electrical switch panel shall be dash/doghouse mounted and within easy reach of driver. It shall include all switches which will include: passenger compartment lighting, air conditioning, and heating both dash and rear factory installed equipment and wheelchair safety interlock ETC. All switches shall be back lit for night operation, professionally labeled switches, controls or gauges are not to be installed above the driver's head or above the OEM Dash. Interior ramp switch (transit style rocker switch) shall be operated conveniently from the driver's seat and an exterior weather proof momentary toggle switch to operate the ramp and an exterior weather-proof keyed switch to operate the door. The switches shall be located near the passenger entrance door adjacent to the exterior door toggle switch. The exterior ramp toggle switch must be guarded to prevent accidental operation.</p>	<p>X</p>		

15.6	A warning light and audible buzzer indicating rear door ajar condition shall be located in the switch panel or dash.	X		
15.7	Wiring to be routed in a split open-type loom and secured to the body or frame with straps in order to prevent snagging and chafing. Plastic sleeves shall protect wires that penetrate steel members. An underbody convoluted loom shall be used as a protective channel for wiring. Terminals shall terminate at appropriate junction terminals encased in bake-lite or molded plastic material. All wiring and end connectors shall be of the machine staked type.	X		
15.8	Wiring devices, switches, etc. with the exception of circuit breakers, shall be rated to carry at least 125% of the maximum ampere load for which the circuit is protected. Circuit breakers shall be manual resettable type and designed specifically for each circuit. All body circuit panels shall have an accurate ledger, professionally labeled and installed on circuit panel door.	X		
15.9	A master electrical component compartment located in a weather protected compartment with access from the interior of the bus shall be provided.	X		
15.10	All switches provided by bus body manufacturer shall be transit grade rocker type, identifiable with labels indicating the function, switches shall be LED back-lit. Decals or any other “stick-on” type labels will be rejected.	X		
15.11	Heavy duty 12-volt horn shall be provided and installed so it is protected from wheel wash. A back-up alarm shall be provided.	X		
15.12	Required with delivery will be an “As Built” wiring schematic. Each individual circuit shall be displayed and correlate with the vehicle bid. A single sheet wiring diagram is unacceptable. Schematic may be contained on USB memory stick or conventional paper manual.	X		
	16.0 INSTRUMENT AND CONTROLS	Abbreviation	Actual Dimension	Notes
16.1	Following chassis gauges and/or controls are to be provided;			

	a. Ignition Key Switch	X		
	b. Speedometer with Recording Odometer	X		
	c. Tachometer (If Optional)	X		
	d. Voltmeter	X		
	e. Oil Pressure Gauge and Warning Lamp	X		
	f. Fuel Tank Level Gauge; Low Fuel Warning Light	X		
	g. Engine Temperature Gauge	X		
	h. Headlight High Beam Indicator	X		
	i. Parking Brake “on” Indicator Light	X		
	j. Directional Signal and Flasher Action Light	X		
	k. Fasten Safety Belt Warning Light	X		
16.2	All instruments to be grouped on a single panel in full view of driver.	X		
16.3	The following controls, in addition to normal steering, braking and transmission functions are to be provided:	X		
	a. Column mounted turn signal lever	X		
	b. Emergency flasher facing driver and clearly visible	X		
	c. Door control at driver’s location	X		
	d. OEM Headlight light switch	X		
	e. Separate switch and temperature control for driver’s heater, defroster and AC	X		
	f. Two-speed wiper control w/intermittent feature	X		
	g. Windshield washer	X		
	h. Switch for passenger compartment lights	X		
	i. Driver dome light	X		
	j. Body master disconnect switch, on positive side of system, readily accessible and manually operated by driver	X		
	k. Kneeling system switch and an air pressure gauge.	X		
	l. 12-volt power tap	X		
	17.0 BODY CONSTRUCTION	Abbreviation	Actual Dimension	Notes
17.1	Body Structure: Vehicle shall be built as an integral unit and adequately reinforced at all joints and corners where stress concentration may occur; body shall be built to adequately carry required loads and withstand road shock. Documentation is required that vehicle meets FMVSS 220 Roll Over Certification. Such certification must be provided	X		

	with bid submission. Written documentation should be included in bid package that the vehicle being bid has been certified and follows the required standard(s).			
17.2	Body structure must incorporate an integrally welded.	X		
17.3	Floorplan must allow for uninterrupted wheelchair maneuverability throughout the wheelchair positions. If the rear floor section is raised over the axle it shall utilize a fixed ramp or step to access the rear seating area. Floor framing description, method of assembly, steel cross sections, and gauge of steel must all be included in full description submitted as indicated at end of Section 17.	X		
17.4	Tubular wall structures shall be jig-welded, with impact rails incorporated into the walls at floor and seat area.	X		
17.5	Roof structure shall be same jig-welded construction. Complete description, including size of tubing, metal gauge submitted with total body construction detail. Roof structure must conform to appropriate FMVSS. Illustrations of the framing construction must be submitted.	X		
17.6	Body steel cage frame which would consist of floor, side walls, roof, from front to rear, and will be welded together resulting in a one-piece body frame structure. No other method of assembly will be acceptable.	X		BOLTED AND BONDED – ACCEPTED In RFA's
17.7	Zinc coating or equal shall be applied to all steel structural members including all components listed in 17.6, when assembly has been completed.	X		
17.8	Vehicle body shall be bolted to frame structure as recommended by chassis manufacturer.	X		
17.9	Sidewalls and roof shall be insulated with high density polyurethane foam insulation with a minimum R value of 6. Specify R value.	X		
17.10	All securing and fastening hardware (nuts, bolts, clips, clamps) shall be stainless steel, zinc or cadmium plated phosphate coated to aid in corrosion prevention.	X		

17.11	Exterior side walls material shall be smooth composite or FRP sheets with no wood fibers or exposed fasteners and a minimum thickness of 3/16 of an inch. Specifications of the exterior wall material is required.	X		
17.12	Wheelhouses are to be constructed of metal and reinforced to prevent deflection with ample clearance provided for tires under a load and operating on both smooth and rough terrain.	X		
17.13	A clear paint protection film or aluminum diamond plate shall be installed on the front corner of body of the passenger's side, ahead of passenger's entry door and on driver side behind the driver's door to protect from high volume of stone and road debris for damaging body panels.	X		
17.14	Removable splash aprons (Mud Flaps) shall be installed at each wheel opening and must extend beyond the outer surface of the tires and not to interfere with any repairs and/or replacement.	X		
17.15	Vehicle, entire under body frame and underside floor, shall be undercoated and applied at the time of manufacture. All open holes, gaps, seams that enter the bus body or exposed metal surfaces shall be sealed and undercoated. Any craters in the spray foamed areas that can trap materials from the roads shall be refilled and undercoated. Description of undercoating type and make must be included with full bus body description provided by bidding vendor.	X		
17.16	All exterior metal trim shall be stainless steel, <u>polished aluminum or chrome plated.</u>	X		
17.17	Gutters shall be installed the full body length of vehicle and over all windows and doors in such a way that water is diverted to the rear of the vehicle.	X		
NOTE: A COMPLETE AND DETAILED DESCRIPTION OF THE BODY CONSTRUCTION MUST BE SUBMITTED WITH ANY EXCEPTION REQUESTS AND/OR EQUIVALENT BID SPECIFICATIONS. SUCH DESCRIPTION MUST INCLUDE, BUT NOT LIMITED TO, THOSE ITEMS AS INDICATED THROUGHOUT SECTION 17. IN ORDER FOR A SUBSEQUENT BID TO BE CONSIDERED, PRE-APPROVAL OF THE CONSTRUCTION DETAIL MUST BE DETERMINED.				
	18.0 DOORS	Abbreviation	Actual Dimension	Notes

18.1	Doors of the bid vehicle shall include: Driver's door, accessible entrance door, and rear emergency door.	X		
18.2	Driver's Door shall be chassis manufacturer's standard door. An external step shall be provided for driver's ease and convenience in accessing vehicle. If OEM chassis manufacturer does not offer a built-in step as part of the chassis construction, an additional step, with a minimum of 7" x 32" of clear open unobstructed tread area perpendicular to the rocker panel. The construction information of an added step shall be submitted with bid.	X		
18.3	Passenger's/Accessible entrance door shall be a two leaf, electrically operated, from the drivers control panel. Size, make, and model of the motor used shall be included with bid, and shall meet the minimum measurements outlined under Sec. 2.0 Dimensions, and listed here. Door glass panes should be 1/8" thick, tinted with AS-2 rated tempered safety glass. Door casing shall be stainless steel frame and be located directly adjacent to the driver's seat. This specification refers to the doorway framing and not the door panels. Door entrance shall have a clear opening of a minimum of 35" width between the handrails and a minimum door height of 75". Doors must be installed in such way no to allow ice buildup on the first step. A rubber gasket shall be installed at the meeting edges creating a seal to prevent water and road debris from accessing stepwell. A hinged door must be supplied to access the door mechanism. A red small LED light shall be installed at the emergency exit. Specifications and illustrations of door, doorway and door casing must be submitted with the bid.	X		
18.4	Stepwell Assembly shall incorporate the wheel chair ramp. Step well shall meet the dimensions as outlined in Section 1.0. shall be fully recessed, enclosed and protected from weather. ADA required hand rails left and right will be installed in entryway and shall be stainless steel. Specifications and illustrations doorway and step well must be submitted with the bid	X		

18.5	<p>Rear Emergency Door: A key locking rear emergency door measuring a minimum 32” wide and 54” in height and be key locking from the exterior. Door mechanism shall be design so the door can be locked from the outside, but it can be opened from the inside without unlocking the door. A door ajar warning light and buzzer located in driver’s area door shall be provided with upper and lower door glass. In addition, windows in rear body panels one on each side of the door. These windows shall be a minimum of 7” in width and 24” high and matching in height, the door glass.</p> <p>Emergency exits shall be labeled on the interior of the vehicle. Door casing shall be constructed using stainless steel this refers to the framing of the doorway and not the door. Door to be constructed of 14-gauge steel framing and outer skin consistent with the body construction. Full length piano hinge shall be provided as well as high density foam insulation, a rubber gasket, all around to seal the door from water seepage. A gas pressurized strut rod is required to hold the door open when in use shall be provided. A red small LED light shall be installed at the emergency exit. Door shall be Challenger 500 Series Stainless Steel Frame or an equivalent bid specification. Specifications and Illustrations of the door and doorway must be submitted with the bid.</p>	X		
18.6	<p>All Door-way casing that use exposed metal trim shall be stainless steel. As in the previous door specifications, this refers to the door casing and not the door(s). Door(s) to be constructed with outer skin consistent with the body construction. Full length piano hinge shall be provided, and door shall be insulated with high density foam rubber gasket to seal against water seepage. See arrows in the image below for door-way casing explanation.</p> <p>Door-way casing/trim refer to the arrows</p>	X		



18.7	Roof Hatch: One (1) roof hatch/ventilator shall be installed in location determined by manufacturer not to interfere with roof mounted air conditioning unit. Hatch to be Specialty, Tran spec or an equivalent bid specification. A red small LED light shall be installed at the emergency exit.	X		
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19.0 WINDSHIELD AND WINDOWS		Abbreviation	Actual Dimension	Notes
19.1	Windshield to be OEM standard and shall be laminated tinted safety glass.	X		
19.2	OEM heavy duty electrical two speed windshield wipers with an intermittent feature and washer.	X		
19.3	Driver's side window to be OEM standard roll down type.	X		
19.4	Passenger windows shall be transit type and not a single sliding school bus type and shall comply with all applicable FMVSS. Windows shall have an opening capability for ensured ventilation with an upper "T" sliding design. Windows shall be safety glass with an AS-3 marking, dark tinted to a maximum of 31% light transmission.	X		
19.5	Emergency push out windows shall comply in quantity with FMVSS217 and clearly labeled with visible operating instructions. A red small LED light shall be installed above each emergency push	X		

	out window and any emergency exit. A red small LED light shall be installed at the emergency exit.			
19.6	The transition panel located between the right front wheel and the entrance door shall have an AS-2 rated glass window for driver's view of the right side of vehicle and shall offer a minimum of 300 square inches of glass.	X		
	20.0 HEATERS	Abbreviation	Actual Dimension	Notes
20.1	Front heater shall be OEM manufacturer's high output heater with defroster. Auxiliary heaters shall be a minimum of two (2) 65,000 BTU units located under seat(s) in passenger compartment and not to interfere with ambulatory traffic. Total heat BTU shall be sufficient to heat vehicle size.	X		
20.2	Two (2) water shut-off valves shall be installed outside the vehicle under driver's seat and shall be ¼ turn gate valves, or ball type valves.	X		
20.3	Each heater shall be individually controlled with three position switches; high, low and off and labeled front and rear. Switches shall be located in switch panel in driver's area.	X		
	21.0 AIR CONDITIONING	Abbreviation	Actual Dimension	Notes
21.1	Dual air conditioning systems are required with separate compressors. An OEM dash air conditioning system shall be supplemented with a passenger air conditioning system of no less than 65,000 BTU, the BTU rating shall be recommended by manufacturer for service area and climate in Maine. Both systems shall be separately controlled by switches in the driver's area and should offer a minimum of two speed fan control. Temperature shall be controlled by infinite position rotary control. Passenger's air conditioning shall be a dual fan/condenser and shall be roof mounted.	X		
21.2	Return and drain hoses from evaporator shall be routed internally of the vehicles rear wall.	X		
21.3	Product literature detailing manufacturer's specification for both types of systems must be provided with the proposal and should support the BTU capacity for the system selected.	X		

	22.0 INTERIOR LIGHTING	Abbreviation	Actual Dimension	Notes
22.1	Interior lighting shall include a driver's compartment dome light instrument panel lights, switch panel back-lighting, six (6) minimum recessed or low-profile mounted lights, in passenger compartment, and two (2) hooded 2 foot-candles of illumination measured stepwell lights that automatically illuminate when passenger door is opened. Interior lighting shall consist of LED lights.	X		
22.2	All egress locations shall be designated and identified with a small red LED light illuminated when vehicle is in operation.	X		
	23.0 EXTERIOR LIGHTING	Abbreviation	Actual Dimension	Notes
23.1	All exterior lights shall meet State, Federal and MaineDOT requirements. All applicable exterior lights, i.e. Lift Access door, entrance must be in compliance with the ADA requirements and be LED type. (OEM Chassis Lights Are Exempt)	X		
23.2	Single rectangular halogen headlamps of sealed beam type are required with high and low beam controlled by turn signal lever. Daytime running lights shall be provided if available from chassis manufacturer.	X		
23.3	Directional signals, front and rear shall be operated by lever on steering column and shall meet all applicable FMVSS.	X		
23.4	All exterior lights that are available shall be of LED type. (OEM Chassis Lights Are Exempt)	X		
23.5	All lights (marker, turn signals, taillights, clearance etc.) shall be flush or low profile mounted.	X		
23.6	Two (2) back up lights shall be provided with a center brake light that operates in conjunction with corner brake lights.	X		
23.7	Two (2) flush or low profile mounted two foot-candles of illumination measured LED lights shall be installed at the ambulatory entrance door	X		

	illuminate the landing area and shall be activated automatically upon opening entrance door.			
23.8	A license plate bracket with light shall be installed on rear of vehicle and a front license plate bracket for the front with screws for both.	X		
	24.0 FLOOR CONSTRUCTION/COVERING	Abbreviation	Actual Dimension	Notes
24.1	5/8" minimum thickness marine grade plywood sub floor or equivalent bid specification all edges sealed to prevent entry of moisture. Subfloor shall be screwed and glued to frame members. Transit grade non-skid flooring shall be used over sub floor material aisle. Flooring shall be cemented with waterproof adhesive to the plywood sub floor and have welded seams to create a one piece covering. No floor carpeting will be accepted. Flooring shall be "cove" mounted up side walls a minimum of 5" also wheel wells shall be covered with the flooring material. All flooring edges that meet another material (walls, wheel wells, doorframes, floor tracks, etc.) shall be sealed (caulked) to prevent water from entering under the flooring. Any deviation from this installation will be unacceptable.	X		
	25.0 INTERIOR	Abbreviation	Actual Dimension	Notes
25.1	Interior shall provide an aesthetically pleasing atmosphere. School bus type interior is not acceptable.	X		
25.2	Walls shall be finished in a durable material coordinated with the vehicle's color scheme, white or light gray. Specify all interior material and include pictures of the interior.	X		
25.3	Headliner shall also be OEM compatible with vehicle's colors and shall be covered with a padded vinyl for absorption to reduce interior noise. Specify all interior material and include pictures of the interior.	X		
25.4	Side and rear walls and roof shall be insulated with description of insulation materials, with r-factor of 6 and installation process being part of the body details.	X		

25.5	Fuel tank pump access panel shall be installed in floor.	X		
25.6	Stanchions shall be installed that are constructed of 1¼” seamless stainless steel. Vertical stanchions, with modesty panels to be located at top left of step well and behind the driver. All modesty panels shall be padded, and matching vinyl covered. A clear plexiglass partition shall be installed above the modesty panel behind the driver.	X		
25.7	All stanchions to be secured to solid structure framing and not simply attached to ceiling or wall panels with sheet metal screws.	X		
	26.0 SEATING	Abbreviation	Actual Dimension	Notes
26.1	Driver’s seat shall be Chassis OEM seat and adjustable power base, fully padded, shock absorbing seat of heavy-duty fire-resistant construction, equipped with retractable lap and shoulder safety restraint; upholstery shall be standard OEM material. Standard arm rest adjustable fore and aft, recline, and lumbar support. All seat mechanism must be covered and not exposed.	X		
26.2	Passenger Seats shall be fully contoured 2pt mid-high, Freedman or equivalent bid specification. Seats shall have individual backs and bottoms cushions with level 4 upholstery. The first row of seating will be designated by a sign as priority seating. Each passenger seating style will be determined by the end user, all seat costs shall be included in the seating options 36.0. Passenger seat layout See floor layout Attachment #1.	X		
26.3	A minimum of 28” hip to knee space including those seats mounted behind a modesty panel.	X		
26.4	Seat belt extensions shall be provided for each individual seat on each vehicle. Length of extensions to be longest available per seat configuration.	X		
26.5	Grab handle shall be installed on the top of aisle seat. And two continuous ceiling mounted assist rail on each side of the passenger’s area aisle.	X		

26.6	Each seat position shall be equipped with a freedman under seat retractor (USR) passenger restraint system (seat belts). Seat belts shall be bolted to the seat frame, independent of the seat. Belts must not be able to fall to the floor. All female seat belt release buckles on the aisle side must be the floppy fabric style, with a sewn in strap on the seat cover to eliminate the buckle from falling to the floor. The wall side release buckles shall be a rigid design either cable or formed steel to eliminate the buckle from falling to the floor. Description and Picture of the USR and release buckle must be provided by bidding vendor.	X		
	27.0 SAFETY EQUIPMENT	Abbreviation	Actual Dimension	Notes
27.1	Each vehicle will be equipped with the following:			
	a. Triangle Reflector Flare Kit	X		
	b. 5# Rechargeable ABC Type Fire Extinguisher with holder	X		
	c. ANSI Z308.1 Compliant First Aid Kit w/CPR mouthpiece	X		
	d. Back Up Alarm	X		
	e. Seat Belt Cutter	X		
	f. Evac-Aid evacuation blanket or Equivalent Bid Specification	X		
	g. Body Fluid Clean Up Kit	X		
	h. Wheel chocks and holders	X		
	i. Securement and location of safety equipment (with the exception of the back-up alarm) shall be in secure and accessible location to the driver.	X		
	28.0 MIRROR	Abbreviation	Actual Dimension	Notes
28.1	Exterior rear-view mirrors shall be 7"x10" dual glass (one convex lens), heated, remote left and right. A four-way adjustable Interior rear-view mirror installed above the center windshield shall be convex for driver's view of bus interior.	X		
	29.0 MUD FLAPS	Abbreviation	Actual Dimension	Notes
29.1	Mud flaps shall be installed behind front and rear wheels, flaps shall be positioned in such manner that they or outside the tire envelope to prevent	X		

	road debris hitting body panels. Bracing may be required to prevent mud flap from sailing.			
	30.0 EXTERIOR, PAINT, GRAPHICS, LETTERING	Abbreviation	Actual Dimension	Notes
30.1	Buses shall be white unless an agency desires a solid exterior color. (Reference to Section # 38 General Options Pricing)	X		
	31.0 RUSTPROOFING	Abbreviation	Actual Dimension	Notes
31.1	Manufacturer's full rust proofing package: When a vehicle is rust proofed in accordance with this standard, rustproof and/or bidder shall furnish written warranty stating the period of time the rust proofing will protect vehicle (maximum warranty period offered by manufacturer is required). Warranty shall include a detailed outline of all warranty limitations. Defective material and workmanship shall be replaced or repaired by the rustproof manufacturer at no Charge in accordance with the warranty. No materials from the rustproof process shall restrict any vents or air conditioning drainage tube. Inspection to insure a clear drain will be done at factory and before delivery.	X		
	32.0 BODY/CHASSIS WARRANTY	Abbreviation	Actual Dimension	Notes
32.1	Manufacturer will provide a minimum of one (1) year, 12,000-mile parts and labor warranty to cover all components and parts on the bus body. Chassis will be warranted under OEM standard warranties. Bus body manufacturer shall warranty the body structure for a period of five (5) year or 75,000 miles. Bus body shall be warranted against corrosion for the intended useful life of the vehicle.	X		
	33.0 MISCELLANEOUS	Abbreviation	Actual Dimension	Notes
33.1	OEM AM/FM/CD digital radio shall be provided. Radio shall include clock as part of the radio and not a separate item. There shall be a minimum of four (4) speakers to be installed in passenger compartment.	X		

33.2	Key locking storage area with hinged cover installed overhead of driver in the header area. (No Glued Hinges)	X		
33.3	12-volt cell phone power charging outlet	X		
33.4	Driver side adjustable sun visor	X		
	34.0 WHEELCHAIR SECUREMENT AREA - RESTRAINTS	Abbreviation	Actual Dimension	Notes
34.1	Wheelchair securement positions shall be in the front of vehicle. Area must have a clear floor area of 30"x 60" (Exceeds ADA requirement 28.23. D.2) per securement.	X		
34.2	Wheelchair Restraint(s) shall be Q-Straint 360 type or equivalent bid specification and shall secure wheelchair in a forward-facing position. Wheelchair occupant belt shall be provided as well as a retractable shoulder belt in compliance with ADA and WC 18.	X		
34.3	Restraint system must be manufactured by the same company manufacturing the securement system and should be flush mounted. Q-Straint should be appropriate for use with a "Slide and Click" or equivalent bid specification type. Wall bag mounted storage shall be provided for belt storage when not in use and will be securely mounted in wheelchair area. Storage shall be durable and capable of holding weight of securement belts.	X		
	35.0 WHEELCHAIR RAMP	Abbreviation	Actual Dimension	Notes
35.1	Wheel Chair Ramp (Braun ramp) shall be a self-contained 12-volt electric hydraulic system powered ramp, ramp must meet FMVSS 403 and FMVSS 404, or equivalent bid specification. This ramp shall have a minimum passage way width of 32" X 62" inches, and a 1:6 ramp angle at the knelled position, equipped with edge barriers minimum of 2" inches. The ramp shall stow in the flush floor position. Interior ramp switch (transit style rocker switch) shall be operated conveniently from the driver's seat and an exterior weather proof momentary toggle switch to operate the ramp and a keyed switch to operate the door. The switches shall be located near the passenger entrance door adjacent to the exterior door toggle switch. The	X		

	exterior ramp toggle switch must be guarded to prevent accidental operation.			
35.2	Ramp interlock shall work when the vehicles transmission is in the park position and parking brake applied ensuring that the vehicle cannot be moved until the ramp is placed in the stow position, ADA38.23. b.2.	X		
35.3	Ramp platforms shall be illuminated by two LED lights mounted on inside of the door opening stepwell, and exterior of the bus illuminated when the door is opened, which are shielded to protect the eyes of passengers while entering or leaving area, ADA 38.31.	X		
35.4	Manual back-up systems provided to ensure operation of ramp in case of failure.	X		
ADA REQUIREMENTS SHALL SUPERCEDE ANY AND ALL SPECIFICATIONS NOTED HERE.				
35.5	The ramp platform shall have a continuous anti slip resistant surface material for traction in inclement weather and rated 1000 lbs. minimum capacity.	X		
35.6	All ramp components shall be finished with a baked-on powder coating which will meet a salt spray test of 1000 hours, providing corrosion resistance.	X		
36.0 GENERAL OPTIONS PRICING		Price		Notes
The following equipment is to be bid as option with prices. List is not limited to, but should include, any and all items so marked throughout the specifications:				
The following seat options shall reflect the cost difference between the seats specified in 26.2.				
36.1	Seating Options: Priced per seat not per double seat.	\$		
»	Integrated 3pt seat	\$ 453.00		
»	Integrated 3pt seat with CRS 225 hook and tether	\$ 529.00		
»	Integrated 3pt child restraint seat	\$ 765.00		
»	3pt foldaway seat	\$ 900.00		
»	2pt foldaway seat	\$ 682.00		
»	(TDSS) Q-Straint under seat Tie Down Storage System	\$ 88.00		

36.2	Exterior Bid as Option Pricing:	\$	
»	One Contrast Stripe	\$ 1,118.00	
»	Two Contrast Stripes	\$ 1,588.00	
»	Solid Color Exterior Paint	\$ 5,647.00	
»	Lettering (Per Letter)	\$ 6.00	
»	Fleet Number	\$ 88.00	
»	Additional snow tire and wheel mounted in compliance to Section 13.1 (priced each)	\$ 647.00	
36.3	Two-way radio pre-wire: Pre-wire shall consist of roof ground plane under the antenna location. With a pull wire from the antenna location routed to the center of the dash, 10ga. power and ground wire, and 14ga activation wire routed to center of dash area with extra wire to allow placement of radio. Shielded wiring or a filtered circuit board may be required to prevent interference.	\$ 176.00	
36.4	DVR interior surveillance camera system REI HD 5-600 or equivalent bid specification. Each bus camera system will include CD/software, Remotes, Cables, Keys and extra set of keys. Provide pricing for each of the following options.	\$	
»	HD 5-600 DVR Three Camera System	\$ 2,324.00	
»	HD 5-600 DVR Four Camera System	\$ 2,353.00	
»	HD 5-600 DVR Five Camera System	\$ 2,453.00	
»	Extra 500GB Hard Drive	\$ N/A	
»	HD 5-600 DVR with Wi-Fi and 4G LTE Three Camera System	\$ 2,941.00	
»	HD 5-600 DVR with Wi-Fi and 4G LT Four Camera System	\$ 3,153.00	
»	HD 5-600 DVR with Wi-Fi and 4G LT Five Camera System	\$ 3,365.00	
»	Backup camera integrated in the rear-view mirror.	\$ 412.00	
»	Backup camera with separate monitor.	\$ 412.00	
36.5	PA system with hand held microphone, Internal & External speakers, must have switches to control interior speakers and exterior speakers individually and all speakers together. REI or equivalent bid specification.	\$ 412.00	
36.6	Vehicle battery jump start connection (i.e. Anderson 350 or equivalent bid specification) readily accessible in the front near the engine grill.	\$ 188.00	
36.7	Destination Signage, Mobilite	\$ 2,500.00	

36.8	Fare Box Diamond NV with Two Vaults	\$ 1,206.00	
36.9	Fare Box Diamond SV with Two Vaults	\$ 1,865.00	
36.10	ADA fixed route vehicle requirements including but not limited to, pull cords and buttons in the wheel chair areas, an overhead lighted stop request sign with audio stop indication.	\$ 818.00	
36.11	Chassis Manufacturer's Extended Warranty Price Sheet and Extended Service Plan	\$ N/A	
36.12	Body Manufacture Extended Warranty Price Sheet and Extended Service Plan	\$ 1,176.00	5yr/150k Structural
36.13	Bike Rack, two position front mounted stainless steel, Sport Works.	\$ 2,647.00	
36.14	Q-Straint wall track mount.	\$ 88.00	
36.15	Slide click puck layout for larger wheelchairs.	\$ 59.00	
36.16	Diesel Engine	\$ N/A	
36.17	Vehicle operators training shall be provided within the first year of the agency receiving the vehicle(s). Training will be requested by the end user agencies. Training shall cover the functional operation of the Body, chassis, and low floor units (if appropriate) and shall be conducted for appropriate staff members and at their facility. Bid packet must include the training agenda and detailed description of the maintenance & operation training with bid submittal.	\$ Included	
36.18	Low-Floor Air Suspension Kneeling System	\$16,815.00	Spirit of Mobility
	37.0 BID SUBMISSION	Abbreviation	Notes
37.1	The following is a checklist required for this bid to assist in assuring that the bid is complete. This information is in addition to and all documentation found within the specifications.		
»	Every bus must be weighed after completion and results must be supplied with each bus before shipping and supplied with vehicle final paper work.	X	

»	Altoona Test on BID VEHICLE	X	
»	Complete informational document on chassis, body construction, and body materials.	X	
»	A fully dimensioned floor plan portraying the arrangement of seats, wheelchair positions, passenger assists, wheelchair lift, modesty panels and doorways.	X	
»	A weight analysis worksheet exhibiting individual wheel and axle weights. The weight analysis shall be applicable to the vehicle bid and shall exhibit compliance with weight limitations of the chassis manufacturer.	X	
»	Bus body electrical system description, IN ADDITION TO WIRING "AS BUILT SCHEMATIC"	X	
»	FMVSS Certifications	X	
»	Bus Body Manufacturer's Quality Assurance procedures "in plant"	X	
»	QVM/SVM certification from chassis manufacturer	X	
»	References of bidder's customers currently using same type of vehicle bid. Should include contact name, telephone and date of delivery.	X	
»	Contact name, title and telephone number for parts and service. Warranty service and warranty parts form included in bid package MUST be complete and returned in order for bid to be determined responsive.	X	
»	Literature/Brochure shall be provided for Wheelchair Securement System, Wheelchair Lift, Air Conditioning, Heaters, Seating, ETC, and under seat retractors and release buckle.	X	
»	Manuals to be provided with vehicle shall include a Parts Manual, Service Manual and an "As Built" Wiring Schematic. One set of manuals per agency and one for MDOT for the initial purchase. Manuals may be provided in conventional paper manual or CD.	X	
»	Recommended service and maintenance schedule for chassis, body and components.	X	
»	Warranty Descriptions on Chassis, Body and all Sub-Components	X	
»	Extended Warranty Descriptions on Chassis, Body and all Sub-Components	X	

ARBOC Specialty Vehicles

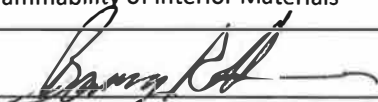
FMVSS/CMVSS Compliance Summary SOM-F Ford E450

The following describes briefly the C/FMVSS standards and the Compliance Action that has been taken by either ARBOC Specialty Vehicles or the chassis manufacturer.

C/FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	ARBOC does not alter the OEM controls or displays. Any aftermarket seats and/or controls or displays subject to the standard meet this standard. Test data on file.
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.
106	Brake Hoses	Vehicles have additional lines installed using OEM components, where necessary modifications are made OEM or OEM approved components and are tested for compliance. For non-modified areas, compliance is deferred to the chassis manufacturer.
107	Reflecting Surfaces	No standard, "Reserved"
108	Lamps, Reflective Devices & Associated Equipment	ARBOC does not alter OEM lighting. Additional lighting added by ARBOC SV meets applicable standard. Data on file.
111	Rear View Mirrors	All aftermarket mirrors installed by ARBOC meet this standard and DOT regulations. Data on file.
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	Standard transferred to part 565/567. Chassis manufacturer and ARBOC SV meet applicable standard. Data on file.
116	Hydraulic Brake Fluids	ARBOC does not alter brake systems. Vehicles with modified wheel base have additional fluid added using OEM instruction and materials. All other system modifications utilize only OEM-approved fluid. For non-modified vehicles compliance is deferred to the chassis manufacturer.
119	New Pneumatic Tires	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536 kg (10,000 lbs.) or more	Compliance is deferred to the chassis manufacturer.
124	Accelerator Control Systems	ARBOC 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 supplier instructions.
201	Occupant Protection in Interior Impact	Not Applicable, (for buses under 10,000 Lbs GVWR)
203	Impact Protection for the Driver from the Steering Control System	Compliance is deferred to the chassis manufacturer.
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. Data on file.

206	Door Locks and Door Retention Devices	All vehicles manufactured by ARBOC that are subject to this standard have no modifications made which affect compliance to the standard. Compliance is deferred to the chassis manufacturer.
207	Seating System	All seating installed by ARBOC 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.
211	Wheel Nuts, Wheel Discs & Hub Caps	No Standard "Reserved"
212	Windshield Mounting	Compliance is deferred to the chassis manufacturer.
214	Side Impact Protection with a GVWR of 4,536 kg (10,000 lbs.) or Less	Although not required for buses with a GVWR of 4,536 kg (10,000 lbs.) or more, ARBOC SV does test the vehicles to the 214 standard. Data on file
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 ARBOC are not completed to be used as school buses, however, ARBOC does test vehicles to meet standard.
221	School Bus Body Joint Strength	All vehicles manufactured by ARBOC are not completed to be used as school buses, however, ARBOC does test vehicles to meet standard.
301	Fuel System Integrity	Compliance is Through the chassis manufacturer and ARBOC SV. Test data on file.
302	Flammability of Interior Materials	Chassis manufacturer is in compliance and ARBOV SV meet applicable standard. Data on file.

Signed: _____



Title: _____

Vice President of Engineering

Date: _____

08/23/2017

ARBOC *Specialty Vehicles*

FMVSS/CMVSS Compliance Summary SOM/SOF

The following describes briefly the C/FMVSS standards and the Compliance Action that has been taken by either ARBOC Specialty Vehicles or the chassis manufacturer.		
C/FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	ARBOC does not alter the OEM controls or displays. Any aftermarket seats and/or controls or displays subject to the standard meet this standard. Test data on file.
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.
106	Brake Hoses	Vehicles have additional lines installed using OEM components, where necessary modifications are made OEM or OEM approved components and are tested for compliance. For non-modified areas, compliance is deferred to the chassis manufacturer.
107	Reflecting Surfaces	No standard, "Reserved"
108	Lamps, Reflective Devices & Associated Equipment	ARBOC does not alter OEM lighting. Additional lighting added by ARBOC SV meets applicable standard. Data on file.
111	Rear View Mirrors	All aftermarket mirrors installed by ARBOC meet this standard and DOT regulations. Data on file.
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	Standard transferred to part 565/567. Chassis manufacturer and ARBOC SV meet applicable standard. Data on file.
116	Hydraulic Brake Fluids	ARBOC does not alter brake systems. Vehicles with modified wheel base have additional fluid added using OEM instruction and materials. All other system modifications utilize only OEM-approved fluid. For non-modified vehicles compliance is deferred to the chassis manufacturer.
119	New Pneumatic Tires	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536 kg (10,000 lbs.) or more	Compliance is deferred to the chassis manufacturer.
124	Accelerator Control Systems	ARBOC 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 supplier instructions.
201	Occupant Protection in Interior Impact	Not Applicable, (for buses under 10,000 Lbs GVWR)
203	Impact Protection for the Driver from the Steering Control System	Compliance is deferred to the chassis manufacturer.
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. Data on file.

206	Door Locks and Door Retention Devices	All vehicles manufactured by ARBOC that are subject to this standard have no modifications made which affect compliance to the standard. Compliance is deferred to the chassis manufacturer.
207	Seating System	All seating installed by ARBOC 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.
211	Wheel Nuts, Wheel Discs & Hub Caps	No Standard "Reserved"
212	Windshield Mounting	Compliance is deferred to the chassis manufacturer.
214	Side Impact Protection with a GVWR of 4,536 kg (10,000 lbs.) or Less	Although not required for buses with a GVWR of 4,536 kg (10,000 lbs.) or more, ARBOC SV does test the vehicles to the 214 standard. Data on file
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 ARBOC are not completed to be used as school buses, however, ARBOC does test vehicles to meet standard.
221	School Bus Body Joint Strength	All vehicles manufactured by ARBOC are not completed to be used as school buses, however, ARBOC does test vehicles to meet standard.
301	Fuel System Integrity	Compliance is Through the chassis manufacturer and ARBOC SV. Test data on file.
302	Flammability of Interior Materials	Chassis manufacturer is in compliance and ARBOV SV meet applicable standard. Data on file.

Signed:



Title:

Vice Prsident of Engineering

Date:

08/23/2017

APPENDIX D

FEDERAL REQUIREMENTS AND CERTIFICATIONS

1.0 FEDERAL REQUIREMENTS

1.1 INSPECTION-FEDERAL

The U.S. Department of Transportation, Federal Transit Administration and/or representatives of the MaineDOT shall have the right and be at liberty to inspect, with the cooperation of the successful bidder, materials and workmanship of proposed vehicles and shall have the right to reject materials and workmanship which do not conform to the specifications. Inspections, if any, shall take place during normal business hours. Whether or not inspection is made, the successful bidder shall not be relieved of any obligation to furnish material and workmanship strictly in accordance with specifications.

1.2 CIVIL RIGHTS

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 successful bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, disability, or sexual preference. In addition, the successful bidder 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 successful bidder 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, age, or sexual preference. 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 successful bidder 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 successful bidder

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 successful bidder 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 successful bidder 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.

Contract Work Hours and Safety Standards (If Applicable)

All subcontracts of the successful bidder, and all lower tiers subcontracts, shall contain or reference all applicable provisions of this Invitation to Bid.

To the extent applicable any procurement may be covered by The Contract Work Hours and Safety Standards Act as codified at 40 USC 3701, 40 USC 3701(b)(1)(B)(iii) and (b)(2), 40 USC 3701(b)(3) (A)(iii), 29 CFR 5.5(b), 29 CFR 5.5(c), 29 CFR 5.2(h), and 49 CFR 18.36(i)(6), Maine DOT will include this clause in said procurements with the following language.

(1) Overtime requirements - No successful bidder or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

such successful bidder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

1.3 FLY AMERICA REQUIREMENTS:

The successful bidder 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 sub-recipients of Federal funds and their successful bidders 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 successful bidder 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 successful bidder agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.4 CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSELS:

The successful bidder 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 successful bidder 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.

1.5 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS:

The successful bidder 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 successful bidder 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 successful bidder shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The successful bidder 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.

1.6 CLEAN AIR:

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

1.7 CLEAN WATER:

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

1.8 ENERGY CONSERVATION:

The successful bidder 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.

1.9 FEDERAL CHANGES:

Successful bidder 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. Successful bidder's failure to so comply shall constitute a material breach of this contract.

1.10 NO OBLIGATION BY THE FEDERAL GOVERNMENT.:

(1) The Purchaser and successful bidder 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, successful bidder, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The successful bidder 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.

1.11 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(1) The successful bidder 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 successful bidder 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 successful bidder 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 successful bidder 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 successful bidder, to the extent the Federal Government deems appropriate.

(3) The successful bidder 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.

1.12 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 4220.1E 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 successful bidder 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

1.13 SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29, Executive orders 12549 & 12689, and 31 U.S.C 6101.. As such, the successful bidder is required to verify that none of the successful bidder, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The successful bidder is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by the bidder. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the bidder, 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 49 CFR 29, Subpart C 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.

2.0 CERTIFICATIONS

The following Certifications and information shall be provided by the bidder in conjunction with this Invitation to Bid. **FAILURE TO COMPLETE THESE CERTIFICATIONS MAY CAUSE THE BID TO BE REJECTED AS NON-RESPONSIVE.**

- Eligibility: Debarment & Suspension
- Non-Collusion Bidding
- Vehicle Performance and Warranty Data.
- Safety, Exhaust/Emissions, Noise Standards
- Disadvantaged Business Enterprise/Women Owned Business Enterprise Goals
- Buy America Provision.
- Bus Testing Provision
- Specification Compliance.
- Lobbying Activities.
- Recycled Products.

ALL CERTIFICATIONS MUST BE COMPLETED & SIGNED.

2.1 CERTIFICATE OF ELIGIBILITY

The Creative Bus Sales, Inc. hereby certifies that it:

- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- (2) Have not, within a three year period preceding this proposal, been convicted of, nor had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in paragraph (2) of this certification; and
- (4) Have not, within a three year period preceding this application, had one or more public transactions (Federal, State, or Local) terminated by default.

The Bidder certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform the State of Maine. Should the Bidder be unable to certify to the statements of paragraphs (1) through (4) above, it shall so acknowledge on its Signature Page and provide a written explanation to the State of Maine.

Dated 9/25/2020

Printed name of Person Bidding
Marcus Hoffman



Authorized Signature

Title Bid Manager

2.2 NONCOLLUSION BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Dated 9/25/2020

Printed name of Person Bidding
Marcus Hoffman



Authorized Signature

Title Bid Manager

2.3 VEHICLE PERFORMANCE AND WARRANTY DATA

The information provided on this form will be used in determining operating costs of the vehicle. Bid must complete this form and submitted with bid. Bids received without this information will be considered non-responsive to the bid. THIS FORM MUST BE REPRODUCED AND COMPLETED FOR EACH CATEGORY OF VEHICLES BID.

1. VEHICLE CATEGORY:

2. DESCRIBE THE PROCESS FOR THE SUBMISSION OF WARRANTY CLAIMS FOR REIMBURSEMENT OUTLINED AND SUBMITTED WITH THE BID. (written process to follow for reimbursement of warranty claims)

=

3. VEHICLE INFORMATION: YEAR

2021 VEHICLE MAKE Chevy

VEHICLE MODEL 4500

EPA MILEAGE RATING: CITY HWY - Unpublished - Industry rating 10-12 MPG

4. MANUFACTURER'S RECOMMENDED PREVENTATIVE MAINTENANCE SCHEDULE MUST BE PROVIDED FOR BOTH CHASSIS AND BODY

5. BASIC VEHICLE WARRANTY DESCRIPTION

COMPONENT	MANUFACTURER	YEAR	MILES-CYCLES
CHASSIS (BUMPER/BUMPER)	Chevy	2021	3 Years or 36,000 Miles
TRANSMISSION	Chevy	2021	5 Years or 60,000 Miles
ENGINE	Chevy	2021	5 Years or 60,000 Miles
ENGINE COMPONENTS	Chevy	2021	5 Years or 60,000 Miles
CORROSION	Chevy	2021	3 Years or 36,000 Miles Rust Through 5 Years or 100,000 Miles

ROADSIDE ASSISTANCE / TOWING	Chevy	2021	5 Years or 60,000 Miles
SAFETY RESTRAINT SYSTEM	Q'Straint	2021	3 Year or 36,000 Miles
ALTERNATORS	Chevy	2021	3 Year or 36,000 Miles
EMISSIONS	Chevy	2021	5 Year or 50,000 Miles
BUS BODY (BASIC BODY)	Arboc	2021	3 Year or 50,000 Miles
STRUCTURE	Arboc	2021	5 Year or 100,000 Miles
CORROSION	Arboc	2021	3 Year or 50,000 Miles
PAINT	Arboc	2021	1 Year or 12,000 Miles
SUSPENSION SYSTEMS	Arboc	2021	3 Year or 50,000 Miles
LIFTS	Arboc	2021	3 Years or 15,000 Cycles
LIFT COMPONENTS	Braun	2021	3 Years or 15,000 Cycles
DOORS	Arboc	2021	Rear Door 2 Year Unlimited Miles - Entrance 3 Year or 50,000
ELECTRICAL SYSTEM	Arboc	2021	3 Years or 50,000 Miles
SEATS	Freedman	2021	3 Years or Unlimited Miles
COVERS & UPHOLSTERY - LEVEL	Freedman	2021	3 Years or Unlimited Miles
FRAME	Freedman	2021	5 Years or Unlimited Miles
FOAM	Freedman	2021	3 Years or Unlimited Miles
AIR CONDITIONING	ACC	2021	3 Years or Unlimited Miles
HEATERS	Pro Air	2021	3 Years or Unlimited Miles
WEBASTO HEATERS	Webasto	2021	2 Years or 2,000 Hours
AUDIO EQUIPMENT	Arboc	2021	2 years or Unlimited Miles
VISUAL EQUIPMENT	Arboc	2021	2 Years or Unlimited Miles

RESTRAINT SYSTEM	Q'Straint	2021	1 Year Unlimited Miles
UNDER COATING	Arboc	2021	3 Year or 50,000 Miles
SIGNAGE	Mobilite	2021	1 Year Unlimited Miles
LIGHTING:	Arboc	2021	3 Year or 50,000 Miles
WINDOWS/GLASS:	Arboc		3 year of 50,000 Miles

NAME/LOCATION OF REPAIR FACILITY(S) (BOTH AUTHORIZED WARRANTY, PARTS & SERVICE PER REQUESTED LOCATION). These facilities must be located within a 75-mile radius of the vehicle location:

A. VEHICLE CHASSIS

VEHICLE LOCATION: Various Locations Around the Maine
WARRANTY AND SERVICE FACILITY: Creative Care - Creative Bus Sales
ADDRESS: National Service Network of Providers Including Maine
CONTACT NAME: Creative Care - Various Customer Care Representatives
TELEPHONE: 888-633-8380
VEHICLE PARTS PROVIDER: Creative Care - Creative Bus Sales
ADDRESS: Various Parts Warehouses Around the US
CONTACT NAME : Creative Care - Various Customer Care Representatives
TELEPHONE : 888-633-8380

B. VEHICLE BODY & COMPONENT

VEHICLE LOCATION: Various Locations Around the Maine
WARRANTY AND SERVICE FACILITY: Creative Care - Creative Bus Sales
ADDRESS: National Service Network of Providers Including Maine
CONTACT NAME: Creative Care - Various Customer Care Representatives
TELEPHONE: 888-633-8380
VEHICLE PARTS PROVIDER: Creative Care - Creative Bus Sales
ADDRESS: Various Parts Warehouses Around the US
CONTACT NAME : Creative Care - Various Customer Care Representatives
TELEPHONE : 888-633-8380

C. VEHICLE AIR CONDITIONING

VEHICLE LOCATION: Various Locations Around the Maine
WARRANTY AND SERVICE FACILITY: Creative Care - Creative Bus Sales
ADDRESS: National Service Network of Providers Including Maine
CONTACT NAME: Creative Care - Various Customer Care Representatives
TELEPHONE: 888-633-8380

VEHICLE PARTS PROVIDER: Creative Care - Creative Bus Sales
ADDRESS: Various Parts Warehouses Around the US
CONTACT NAME : Creative Care - Various Customer Care Representatives
TELEPHONE : 888-633-8380

D. VEHICLE WHEELCHAIR LIFT OR RAMP

VEHICLE LOCATION: Various Locations
WARRANTY AND SERVICE FACILITY: ADDRESS:
Creative Care - Creative Bus Sales
CONTACT NAME: Creative Bus Sales Customer Care
TELEPHONE:888-633-8380
VEHICLE PARTS PROVIDER:Creative Care - Creative
Bus Sales
ADDRESS:Creative Care National Service Network of
Providers Including Maine
CONTACT NAME :Creative Bus Sales Customer Care
TELEPHONE :888-633-8380

E. VEHICLE CAMERA SYSTEM

VEHICLE LOCATION: Various Locations
WARRANTY AND SERVICE FACILITY: ADDRESS:
Creative Care - Creative Bus Sales
CONTACT NAME: Creative Bus Sales Customer Care
TELEPHONE:888-633-8380
VEHICLE PARTS PROVIDER:Creative Care - Creative
Bus Sales
ADDRESS:Creative Care National Service Network of
Providers Including Maine
CONTACT NAME :Creative Bus Sales Customer Care
TELEPHONE :888-633-8380

F. VEHICLE SIGNAGE

VEHICLE LOCATION: Various Locations
WARRANTY AND SERVICE FACILITY: ADDRESS: Creative Care - Creative Bus Sales
CONTACT NAME: Creative Bus Sales Customer Care
TELEPHONE:888-633-8380
VEHICLE PARTS PROVIDER:Creative Care - Creative Bus Sales
ADDRESS:Creative Care National Service Network of Providers Including Maine
CONTACT NAME :Creative Bus Sales Customer Care
TELEPHONE :888-633-8380

G. VEHICLE ENGINE

VEHICLE LOCATION: Various Locations
WARRANTY AND SERVICE FACILITY: ADDRESS: Creative Care - Creative Bus Sales
CONTACT NAME: Creative Bus Sales Customer Care
TELEPHONE:888-633-8380
VEHICLE PARTS PROVIDER:Creative Care - Creative Bus Sales
ADDRESS:Creative Care National Service Network of Providers Including Maine
CONTACT NAME :Creative Bus Sales Customer Care
TELEPHONE :888-633-8380

H. VEHICLE TRANSMISSION

VEHICLE LOCATION: Various Locations
WARRANTY AND SERVICE FACILITY: ADDRESS: Creative Care - Creative Bus Sales
CONTACT NAME: Creative Bus Sales Customer Care
TELEPHONE:888-633-8380
VEHICLE PARTS PROVIDER:Creative Care - Creative Bus Sales
ADDRESS:Creative Care National Service Network of Providers Including Maine
CONTACT NAME :Creative Bus Sales Customer Care
TELEPHONE :888-633-8380

This form must be reproduced and completed for any additional vehicle warranty/facility information.

Dated 9/25/2020

Printed name of Person Bidding Marcus Hoffman



Authorized Signature

Title Bid Manager

2.4 APPLICABLE REGULATIONS: SAFETY, EXHAUST & NOISE STANDARDS

Vehicles must meet all appropriate State and Federal Motor Vehicle Safety Standards, including standards for impact, rollover, brakes, windshield, windows and lights. FMVSS

Vehicles must meet Federal noise and exhaust emission standards.

Vehicle must meet Federal accessibility specifications as published in the Americans with Disabilities Act (ADA) and 49 CFR Parts 27.37 and 38 as they apply to this purchase.

Please certify that vehicle being bid meets all Federal and State Safety Standards, Federal Noise & Exhaust/Emissions Standards, ADA regulations, ALL according to regulations cited above.

Dated

Printed name of Person Bidding Marcus Hoffman



Authorized Signature

Title Bid Manager

2.5 DISADVANTAGED BUSINESS/WOMEN OWNED BUSINESS ENTERPRISE GOALS

The undersigned hereby certifies that its Disadvantaged Business Enterprise/Women Owned Business Enterprise Goals have not been disapproved by the U.S. Department of Transportation Federal Transit Administration pursuant to 49 CFR, Part 26.49.

Dated 9/25/2020

Printed name of Person Bidding
Marcus Hoffman



Authorized Signature

Title Bid Manager

TRANSIT VEHICLE MANUFACTURERS (TVM)
Certification of Compliance with Disadvantaged Business Regulations

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

TVM Certification

The bidder if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting an annual DBE/WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.

The bidder, if a non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above referenced requirement of 49 CFR Section 26.49.

Dated 9/25/2020

Printed name of Person Bidding
Marcus Hoffman



Authorized Signature

Title Bid Manager

2.6 BUY AMERICA:

The successful bidder agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. :

Rolling stock must be assembled in the United States and have a 60 percent domestic content. 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: 9/25/2020

Signature  _____

Company Name: Creative Bus Sales, Inc.

Title: Bid Manager

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

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

Date:

Signature _____

Company Name:

Title:

2.7 BUS TESTING PROVISION

The Bidder and Manufacturer agree 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 [Bidder/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: 9/25/2020

Signature  _____

Company Name: Creative Bus Sales, Inc.

Title: Bid Manager

BIDDERS MUST INCLUDE THE ALTOONA TEST REPORT WITH THEIR BID FOR VEHICLE BEING PROPOSED.

2.8 SPECIFICATION COMPLIANCE

The bidder hereby certifies that the vehicle(s) being bid in response to this invitation meet or exceed these specifications and that where a deviation from the specifications exists, the bidder has obtained written approval of those exceptions, in accordance with paragraph (1.13 (d)), prior to submitting this bid.

If a conflict exists between these specifications and Federal and/or State laws, the Federal and/or State laws shall prevail and the bidder must alert the purchaser to any such conflicts.

Dated 9/25/2020

Printed name of Person Bidding
Marcus Hoffman



Authorized Signature

Bid Manager

Title

2.9 LOBBYING:

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

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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


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

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

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

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

The Bidder, (Company name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder 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 Bidder's Authorized Official:  _____
Name and Title of Bidder's Authorized Official: Marcus Hoffman, Bid Manager
Date: 9/25/2020

2.10 RECYCLED PRODUCTS:

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

The successful bidder 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.

Date: 9/25/2020

Signature  _____

Company Name: Creative Bus Sales, Inc.

Title: Bid Manager