

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 – MA User Information and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<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 D from RFQ
<input checked="" type="checkbox"/>	Federal Requirements
<input checked="" type="checkbox"/>	MaineDOT Terms and Conditions

RIDER A
Master Agreement User Information and/or Specifications
MA 221025-067

Commodity: Small Cutaway Accessible Bus, 12+2
Master Agreement Competitive Bid RFQ: 17A 220908-055

Contract Period: Through November 30, 2027.

Vendor Contact Person: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:
Name: Remittance Department **Tel:** 909-465-5528 **Email:** apremi@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. **\$129,960.00**

Quoted prices must remain in effect for a period of five (5) years after the Agreement begin date, during which time an additional 56 units **may** be ordered at the quoted price. “Be noted” the inclusion of this option in no way establishes a commitment by the State of Maine to purchase any of these additional vehicles should it not receive sufficient funds to fund the purchase of these additional vehicles, if funds are de-appropriated, or if the State of Maine does not receive legal authority to expend funds from the Maine State Legislature, Maine courts or Federal Government.

The price quoted in shall include all items of labor, material, tools, equipment, delivery and other costs necessary to fully complete the delivery of vehicles pursuant to these specifications.

BASE PRICE CALCULATION
PRODUCER PRICE INDEX ESCALATOR

Buses shall be at the prices quoted. These prices shall remain firm/fixed for any orders issued by the Department within a period of one (1) year of contract award. Future orders will be (Base Order Prices) plus/minus any change which will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau Of Labor Statistics Producer Price Index (“PPI”) Category 1413, “Trucks and Bus Bodies”. The change in this index will be used to adjust the Base Order Prices. Price increases must be presented to and approved by the Department prior to order placement.

Define the mechanics of price adjustment.
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.

Specifications

VEHICLE DESCRIPTION: Small Cutaway Accessible Bus

SEATING: Twelve Ambulatory Passengers and Two Wheelchair

All vehicles must conform to the final approved specifications and all Federal and State laws, regulations, and standards. Where these specifications and Federal and/or State laws conflict, the requirements of the Federal and/or State laws shall prevail.

Vehicle and component parts must be of the highest quality and workmanship available in the various trades and of substantial, durable, and safe construction. In all cases materials and construction of the vehicle must be furnished as specified.

No advantage shall be taken by the vehicle manufacturer or vendor in the omission of parts or details required to make the vehicle complete and ready for service even though such parts or details may not be mentioned in these specifications. All units or parts not herein contained or specified shall be manufacturer's standard. All parts shall be new. In no case will used, reconditioned, or obsolete parts be accepted. Insofar as possible, parts and equipment in any one vehicle shall be a duplicate in manufacture, design and construction and shall be interchangeable with parts and equipment in any other vehicle in the proposal.

DELIVERY REQUIREMENT:

The delivered vehicles shall be inspected by the Department and the Provider at the Department's Augusta Fleet Services location prior to delivery to the procuring agency at a location determined by the Department and the Provider. Delivery to the Provider "as stated on first page of Invitation to Bid" shall be the responsibility of the vendor. It will be the vendor's responsibility to provide a clean and detailed vehicle upon delivery, with at least a quarter tank of fuel.

The vendor is required to provide the Department two (2) business day notice prior to delivery. Failure to do so could result in delivery delays and possible exclusion from future bidding.

TRAINING:

Training for both maintenance and operation on contracted vehicles will be provided by the vendor and the manufacturer at a time and place chosen by the Department and the Provider. All training costs will be separate from the contracted price and included as an option.

EMISSIONS:

In accordance with the Maine Department of Environmental Protection Rules Chapter 127 New Motor Vehicle Emission Standards, all new vehicles purchased in Maine and equipped with a heavy-duty diesel engine (HDDE), beginning with Model Year 2012 must be certified to meet California Emissions Standards. Certification of Compliance (California Certified-NTE-testing) documentation required.

TECHNICAL SPECIFICATIONS

GENERAL

Purpose

The following specifications are for a small cutaway accessible bus. Bus must be current model compliant with all ADA regulations. Bus shall be equipped with a curbside rear wheelchair lift. The floor plans provided in appendix #1 twelve (12) 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.

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. Vendor 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 9001:2000 certified. The vendor shall submit with bid documentation certifying ISO registration.

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.

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 contracted price 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 current Product Price Index at time of order. Additionally, agency will incur any chassis increases resulting from federally mandated changes.
- c) The vendor must deliver the buses at the contracted price at the time the order is placed.

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.

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.

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. Vendor 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.

Vendors located outside this area must be able to arrange maintenance and warranty service agreement with a certified maintenance facility located within these areas. Vendor 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.

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

Pre-Manufacturing Meeting:

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

Pre-Delivery Inspection:

A factory pre-delivery inspection is required after vehicles are 80% completed and before any units 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 on 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 vendor, 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.

RFQ # 17A 220908-055
Small Cutaway Accessible Bus, 12+2

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET


Please complete the checklist for technical specifications set forth below. **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 explain 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.

<p>The following abbreviations must be used:</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">X</td> <td style="padding: 5px;">Standard or as specified</td> </tr> <tr> <td style="padding: 5px;">N/A</td> <td style="padding: 5px;">Not Available</td> </tr> <tr> <td style="padding: 5px;">DI</td> <td style="padding: 5px;">Dealer Installed</td> </tr> <tr> <td style="padding: 5px;">AE</td> <td style="padding: 5px;">Approved Equal</td> </tr> </table>	X	Standard or as specified	N/A	Not Available	DI	Dealer Installed	AE	Approved Equal
X	Standard or as specified								
N/A	Not Available								
DI	Dealer Installed								
AE	Approved Equal								
	2.0 DIMENSIONS	Abbreviation	Actual Dimension	Notes					
2.1	Wheelbase - 176" minimum	X							
2.2	Overall Height - 115" maximum excluding A/C	X							
2.3	Overall Length - 280" minimum	X							
2.4	Interior Length - 190" minimum, from behind driver to rear wall	X							

2.5	Exterior Width - 96" maximum excluding mirrors	X		
2.6	Interior Width - 90" minimum (at the floor line)	X		
2.7	Interior Height @ Center aisle - 76" minimum	X		
2.8	Entrance Door 40", Clear Opening of 35" width between the handrails, 75" height	X		
2.9	First Step - 11.5" maximum ground to first step	X		
2.10	Two Step Treads Depth - 9" minimum	X		
2.11	Two Step Risers Height - 9" maximum, step width 40" minimum	X		
2.12	GVWR - 14,000 lbs. minimum	X		
2.13	Knee Room - 28" minimum, hip to knee	X		
3.0 CHASSIS		Abbreviation	Actual Dimension	Notes
3.1	Chassis shall be a current model year, dual rear wheel commercial cutaway chassis. Vehicle must meet current Federal and State emission standards.	X		
4.0 POWER PLANT		Abbreviation	Actual Dimension	Notes
4.1	Engine shall be a Gas V8 or V10 with spin-on throw away type oil filter and a disposable dry air cleaner.	X		
4.2	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		
4.3	Engine shall be equipped with engine oil cooler and an OEM engine block heater.	X		
4.4	Transmission shall be a minimum electronic 5-	X		

	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		
	5.0 COOLING SYSTEM	Abbreviation	Actual Dimension	Notes
5.1	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		
5.2	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		
	6.0 FUEL SYSTEM	Abbreviation	Actual Dimension	Notes
6.1	Fuel tank shall be a minimum (55) gallon capacity, internally baffled to prevent surging. Tank shall be mounted inside frame rails.	X		
	7.0 EXHAUST SYSTEM	Abbreviation	Actual Dimension	Notes
7.1	There shall be an OEM heat shield installed on the fuel tank.	X		

7.2	<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 up</p>  <p>down</p>	X		
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	8.0 FRONT AXLE	Abbreviation	Actual Dimension	Notes
8.1	Heaviest axle available with gas pressurized shock absorbers.	X		
8.2	Front suspension shall be equipped with anti-sway bar.	X		
	9.0 REAR AXLE AND FINAL DRIVE	Abbreviation	Actual Dimension	Notes
9.1	Rear axle capacity shall be supplied by	X		

	manufacturer and matched to vehicle chassis specifications previously described at 176” wheelbase and 14,000 minimum GVWR).	X		
9.2	A Mor/Ryde or approved equal, suspension system shall be installed that improves ride quality, and reduced road shock.	X		
9.3	Rear axle ratio shall be determined by the manufacturer and based on type of service, geographical area, and additional economic factors recommended. (Preferred ratio 4.56)	X		
9.4	Rear heavy-duty gas pressurized shock absorbers.	X		
	10.0 PROPELLER SHAFT/DRIVE LINE	Abbreviation	Actual Dimension	Notes
10.1	Drive shaft shall be heavy duty type with needle bearing universal joints, or equivalent.	X		
10.2	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		
10.3	Drive shaft guards need to be removable (bolted on type only, not welded).	X		
	11.0 STEERING	Abbreviation	Actual Dimension	Notes
11.1	Power Steering is required.	X		
11.2	Steering mechanism shall be self-centering requiring little or no effort to bring vehicle back to straight-ahead after turning.	X		
11.3	Steering wheel shall offer a tilt feature to adjust to individual drivers.	X		
11.4	Cruise control shall be provided.	X		
11.5	Vehicle front-end alignment is required, and a printed copy of the alignment result shall be provided with vehicle packet.	X		

	12.0 BRAKES	Abbreviation	Actual Dimension	Notes
12.1	Service brakes shall be dual hydraulic, power assist, disc front and rear.	X		
12.2	Front and rear brakes shall offer “Anti-lock” feature.	X		
12.3	OEM upgrade to heavy duty brakes and system would be preferred. If available, offer as option.	X		
12.4	Braking system shall be adequate for the GVWR of the bid vehicle.	X		
	13.0 WHEELS	Abbreviation	Actual Dimension	Notes
13.1	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		
	14.0 TIRES	Abbreviation	Actual Dimension	Notes
14.1	LT225/75/16 Load Range E minimum. Total of six (6) all season radial tires with mud and snow designation. 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		OEM Bus Chassis supplied with all season tires
14.2	Lead wheel weights will not be accepted. Steel weights or less toxic wheel weight alternatives shall be supplied.	X		
	15.0 BUMPERS	Abbreviation	Actual Dimension	Notes
15.1	Vehicle shall be provided with manufacturer’s standard front bumper with rear energy absorption type bumper, Romeo Rim Energy Absorbing Bumper System or approved equal.	X		
15.2	Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be	X		

	transmitted directly to chassis frame.	X		
15.3	Rear bumper shall incorporate anti-ride device to prevent standing on rear bumper and shall be integral to bus body.	X		
15.4	Rear bumper safety sensor systems, Hawkeye, or equivalent bid specification.	X		
	16.0 ELECTRICAL SYSTEMS AND COMPONENTS	Abbreviation	Actual Dimension	Notes
16.1	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		
16.2	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		
16.3	One (1) 225 AMP alternator minimum. Alternator must be sufficient to operate all electrical equipment on vehicle including lift without drain in battery.	X		
16.4	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 be located in fully enclosed stainless-steel battery compartment with stainless steel slide out tray	X		

	both batteries shall be matching manufacture 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 battery anti-corrosion treatment. Battery Box Door shall be Challenger 1200 Series Stainless Steel Frame or an equivalent bid specification.	X		
16.5	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, step heaters, 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.	X		
16.6	A warning light and audible buzzer indicating rear door ajar condition shall be located in switch panel or dash.	X		
16.7	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 member. 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		
16.8	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		
16.9	A master electrical component compartment	X		

	located in a weather protected compartment with access from the interior of the bus shall be provided.	X		
16.10	All switches provided by bus body manufacturer shall be transit grade rocker type, identifiable with universal symbols indicating function, and shall be LED back-lit. Decals or any other “stick-on” type labels will be rejected.	X		
16.11	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		
16.12	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		
	17.0 INSTRUMENT AND CONTROLS	Abbreviation	Actual Dimension	Notes
17.1	Following gauges and/or controls are to be provided;	X		
	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. Check Fuel Cap	X		
	l. Fasten Safety Belt Warning Light	X		
17.2	All instruments to be grouped on a single panel in full view of driver.	X		
17.3	Visual/audible warning system (apart from gauges already listed) shall be supplied to alert driver of	X		

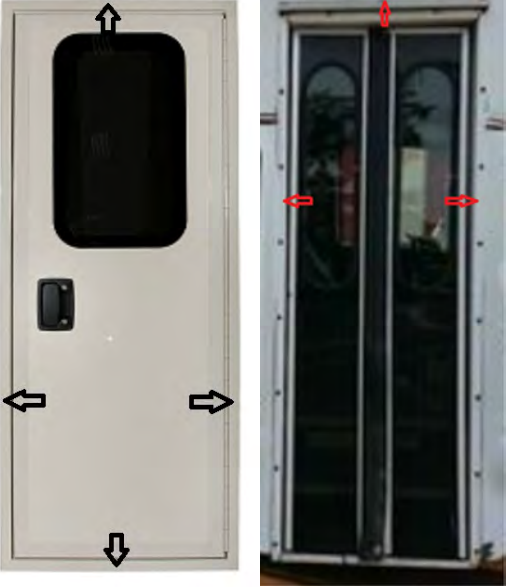
	an operational failure.	X		
17.4	The following controls, in addition to normal steering, braking and transmission functions are to be provided:	X		
	a. Column mounted turn signal lever	X		
	b. Emergency flasher facing driver and clearly visible	X		
	c. Door control at driver's location	X		
	d. OEM Headlight 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. Step heater switch	X		
	j. Body master disconnect switch, on positive side of system, readily accessible and manually operated by driver	X		
	k. 12-volt power tap	X		
	18.0 BODY CONSTRUCTION	Abbreviation	Actual Dimension	Notes
18.1	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 with bid submission. Written documentation should be included in bid package that the vehicle being bid has been certified and is in compliance with the required standard(s).	X		
18.2	Body structure must incorporate an integrally welded steel body framing for the floor, end caps, sidewalls, and roof.	X		
18.3	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 18.	X		

18.4	Tubular wall structures shall be jig-welded, with impact rails incorporated into the walls at floor and seat area.	X		
18.5	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		
18.6	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		
18.7	Zinc coating or equal shall be applied to all steel structural members including all components listed in 18.6, when assembly has been completed.	X		
18.8	Vehicle body shall be bolted to frame structure as recommended by chassis manufacturer.	X		
18.9	Sidewalls and roof shall be insulated with high density polyurethane foam insulation with a minimum R value of 6. Specify R value.	X		R-6
18.10	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		
18.11	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		
18.12	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		
18.13	A clear paint protection film or aluminum diamond plate shall be installed on the front corner	X		

	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		
18.14	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		
18.15	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 will be included with full bus body description provided by bidding vendor.	X		
18.16	All exterior metal trim shall be stainless steel, polished aluminum or chrome plated.	X		
18.17	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 APPROVED EQUALS. SUCH DESCRIPTION MUST INCLUDE, BUT NOT LIMITED TO, THOSE ITEMS AS INDICATED THROUGHOUT SECTION 18. IN ORDER FOR A SUBSEQUENT BID TO BE CONSIDERED, PRE-APPROVAL OF THE CONSTRUCTION DETAIL MUST BE DETERMINED.				
	19.0 DOORS	Abbreviation	Actual Dimension	Notes
19.1	Doors of the bid vehicle shall include: Driver's door, entrance door, accessible entrance door, and rear emergency door.	X		
19.2	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	X		

	construction, an additional step, minimum of 7" x 32" of safe useable area must be provided. The construction information of an added step, if necessary, shall be submitted with bid.	X		
19.3	<p>Passenger's entrance door shall be a two leaf, electrically operated, driver-controlled door. 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 framing (door trim) 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 and a minimum door height of 75". Doors must be installed in such way not 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. The rubber gasket must be riveted to the frame to eliminate the gasket from sliding off the frame. A hinged door must be supplied to access the door mechanism. A red small LED light shall be installed at the emergency exit. The doors must not open unless the vehicles transmission is in the park position. Specifications of door and framing must be submitted with the bid.</p>	X		
19.4	<p>Stepwell Assembly shall be constructed of 12-gauge stainless steel. Stepwell shall meet the dimensions as outlined in Section 2.0. Steps shall be fully recessed, enclosed and protected from weather. Stepwell shall have two step treads and step two risers. Steps shall be covered with non-skid textured (or ribbed) treads with yellow step nosing. Treads should be fully secured to step to prevent lifting. Step well to be heated to prevent ice buildup with the installation of step heater(s) installed directly under step tread in the first two steps from the bottom. Warm Welcome acceptable or an approved equal. Step heaters shall be</p>	X		

	controlled by one switch in the switch panel. ADA required handrails left and right will be installed in entry and shall be stainless steel.	X		
19.5	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. Emergency exits shall be labeled on the interior of the vehicle. Door framing 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.	X		
19.6	Lift Access Door: A key locking lift access door(s) shall be located behind the rear axle. Door shall measure minimum of 57” in height and a clear opening width that will accommodate the lift being offered in bid. Door framing shall be constructed using stainless steel. A gas pressurized strut rod is required to hold the door open when in use shall be provided.	X		
19.7	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	X		

	<p>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		
19.8	<p>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, Transpec or an approved equal. A red small LED light shall be installed at the emergency exit.</p>	X		
	20.0 WINDSHIELD AND WINDOWS	Abbreviation	Actual Dimension	Notes
20.1	<p>Windshield to be OEM standard and shall be laminated tinted safety glass.</p>	X		
20.2	<p>OEM heavy duty electrical two speed windshield wipers with an intermittent feature and washer.</p>	X		
20.3	<p>Driver's side window to be OEM standard roll down type.</p>	X		
20.4	<p>Passenger windows shall be transit type and not a single sliding school bus type and shall comply</p>	X		

	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		
20.5	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 out window and any emergency exit. A red small LED light shall be installed at the emergency exit.	X		
20.6	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		
	21.0 HEATERS	Abbreviation	Actual Dimension	Notes
21.1	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		
21.2	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		
21.3	Heaters 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		
	22.0 AIR CONDITIONING	Abbreviation	Actual Dimension	Notes
22.1	Dual air conditioning systems are required with separate compressors. A 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	X		

	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		
22.2	Return and drain hoses from evaporator shall be routed internally of the vehicles rear wall.	X		
22.3	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		
	23.0 INTERIOR LIGHTING	Abbreviation	Actual Dimension	Notes
23.1	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		
23.2	All egress locations shall be designated and identified with a small red LED light illuminated when vehicle is in operation.	X		
	24.0 EXTERIOR LIGHTING	Abbreviation	Actual Dimension	Notes
24.1	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. (Headlights Exempt)	X		
24.2	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		

24.3	Directional signals, front and rear shall be operated by lever on steering column and shall meet all applicable FMVSS.	X		
24.4	All exterior lights that are available shall be of LED type. (OEM Chassis Lights Are Exempt)	X		
24.5	All lights (marker, turn signals, taillights, clearance etc.) shall be flush or low profile mounted.	X		
24.6	Two (2) back up lights shall be provided with a center brake light that operates in conjunction with corner brake lights.	X		
24.7	Two (2) flush or low floor mounted two foot-candles of illumination measured LED lights shall be installed at the ambulatory entrance door illuminate the landing area and shall be activated automatically upon opening entrance door.	X		
24.8	A license plate bracket with light shall be provided on rear of vehicle and a front license plate bracket for the front and screws for both.	X		
	25.0 FLOOR CONSTRUCTION/COVERING	Abbreviation	Actual Dimension	Notes
25.1	5/8" minimum thickness marine grade plywood sub floor or approved equal 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 the 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. Step risers shall have "watch your step logo" either yellow or white lettering. Any deviation from this installation will be	X		

	unacceptable.	X		
	26.0 INTERIOR	Abbreviation	Actual Dimension	Notes
26.1	Interior shall provide an aesthetically pleasing atmosphere. School bus type interior is not acceptable. Specify all Interior Material. and include pictures of the interior.	X		
26.2	Walls shall be finished in a durable material coordinated with the vehicle's color scheme, white or light gray.	X		
26.3	Headliner shall also be OEM compatible with vehicle's colors and shall be covered with a padded vinyl fabric for absorption of interior noise.	X		
26.4	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		
26.5	Fuel tank pump access panel shall be installed in floor.	X		
26.6	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		
26.7	All stanchions to be secured to solid structure framing and not simply attached to ceiling or wall panels with sheet metal screws.	X		
	27.0 SEATING	Abbreviation	Actual Dimension	Notes
27.1	Driver's seat shall be Chassis OEM seat with an adjustable power base, fully padded, shock absorbing seat of heavy-duty fire-resistant construction, equipped with retractable lap and	X		

	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		
27.2	<p>Passenger Seats shall be fully contoured 2pt mid-high, Freedman or approved equal. 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 38.0.</p> <p>Passenger seat layout See floor layout Attachment 38.0</p>	X		
27.3	A minimum of 28" hip to knee space including those seats mounted behind a modesty panel.	X		
27.4	Seat belt extensions shall be provided for each individual seat on each vehicle. Length of extensions to be longest available per seat configuration.	X		
27.5	Grab handle shall be installed on the top of aisle seats. And two continuous ceiling mounted assist rail on each side of the passenger's area aisle.	X		
27.6	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		

28.0 SAFETY EQUIPMENT		Abbreviation	Actual Dimension	Notes
28.1	Each vehicle will be equipped with the following:	X		
	a. Triangle Reflector Flare Kit	X		
	b. 5# Rechargeable ABC Type Fire Extinguisher with holder	X		
	c. ANSI Z308.1 24-piece First Aid Kit w/CPR mouthpiece	X		
	d. Back Up Alarm	X		
	e. Seat Belt Cutter	X		
	f. Evac-Aid evacuation blanket or Approved Equal	X		
	g. Body Fluid Clean Up Kit	X		
	h. Wheel chocks and holders			
	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		
29.0 MIRROR		Abbreviation	Actual Dimension	Notes
29.1	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		
30.0 MUD FLAPS		Abbreviation	Actual Dimension	Notes
30.1	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 road debris hitting body panels. Bracing may be required to prevent mud flap from sailing.	X		
31.0 EXTERIOR, PAINT, GRAPHICS, LETTERING		Abbreviation	Actual Dimension	Notes
31.1	Buses shall be white unless an agency desires a solid exterior color. (Reference to Section # 38 General Options Pricing)	X		
32.0 RUSTPROOFING		Abbreviation	Actual Dimension	Notes
32.1	The entire surface of body manufacturers under body construction shall be coated with a rust	X		

	inhibiting industrial grade undercoating material. The entire surface of the underbody shall be coated including but not limited to the exterior floor, floor structure, step well, body supports, frame extensions, body panels, etc. undercoating shall be applied to a minimum of 10 mils. Undercoating shall comply with current Federal and State standards. No materials from the rustproof process shall restrict any vents or air conditioning drainage tube. Specifications of undercoating must be submitted with the bid.	X		
32.2	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	X		
	33.0 BODY/CHASSIS WARRANTY	Abbreviation	Actual Dimension	Notes
33.1	Warranty shall include a detailed outline of all warranty limitations. Defective material and workmanship shall be replaced or repaired by the manufacturer at no charge in accordance with the warranty.	X		
	34.0 MISCELLANEOUS	Abbreviation	Actual Dimension	Notes
34.1	OEM AM/FM/ 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		
34.2	Key locking storage area with hinged cover installed overhead of driver in the header area. (No Glued Hinges)	X		

34.3	Drivers 12-volt cell phone power charging outlet	X		
34.4	Driver side adjustable sun visor	X		
34.5	Every bus must be weighed after completion and results must be supplied with each bus before shipping and supplied with vehicle final paperwork.	X		
34.6	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 USB memory stick.	X		
35.0 WHEELCHAIR SECUREMENT AREA - RESTRAINTS		Abbreviation	Actual Dimension	Notes
35.1	Wheelchair securement positions shall be both located in rear of vehicle. Area must have a minimum clear floor area of 30” x 48” (ADA requirement 28.23.d.2) per securement.	X		
35.2	Wheelchair Restraint(s) shall be Q-Straint 360 type or approved equal 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. Wall bags shall be provided for belt storage when not in use.	X		
35.3	Floor restraint system must be manufactured by the same company manufacturing the securement system and should be flush mounted. Q-Straint 360 should be appropriate for use with a “Slide and Click” or approved equal type.	X		
36.0 WHEELCHAIR LIFT		Abbreviation	Actual Dimension	Notes
36.1	1000 lbs. Braun Century 2 or an approved equal Commercial wheelchair lift shall be in compliance with USDOT Rules and Regulations 49CFR, Part 38, ADA, 1990.covering platform. Further it shall comply with NHTSA Rule 403/404.	X		

36.2	Lift shall be inter-locked with the vehicle transmission ensuring that the vehicle cannot be moved when the lift is not in a stow position, ADA38.23. b.2.	X		
36.3	Lift platform shall be illuminated by LED lights mounted on the lift itself as well as two exterior lights located below window level which are shielded to protect the eyes of passengers while entering or leaving lift area, ADA 38.31.	X		
36.4	A light on the dash shall be provided to indicate door is open. An interior light should activate when the door(s) are open to illuminate the wheelchair area from above the lift.	X		
ADA REQUIRMENTS SHALL SUPERCEDE ANY AND ALL SPECIFICATIONS NOTED HERE.				
36.5	Handheld pendant control, for lift operations, shall be a one-hand operation design made of durable ABS plastic. Control box shall have back-lit functions and a coiled cable with modular jack connections.	X		
36.6	Manual back-up system provided to ensure operation of lift in case of electrical failure. System shall be reliable and allow manual raising and lowering the lift while occupied. Back-up system shall fold and unfold platform. Pump shall be integrated with hydraulic power pack system so that no hydraulic lines or fittings are required for fluid transfer.	X		
36.7	Platform shall be steel construction with a see-through grating allowing improved visibility and safer use. Platform shall have a minimum usable wheelchair passage width of 33" and a minimum usable length of 52" requiring a 57" vertical clear door opening. Sides of platform shall be a minimum of 2.5" high.	X		
36.8	Platform shall be automatically folded and unfolded and fully automatic operation. Platform shall allow both inboard and outboard facing of wheelchair and mobility aid users.	X		

36.9	Outer barrier shall be mechanically activated and must be in vertical position prior to platform movement. The Inner and Outer barrier shall be sole outboard retention device and shall be interlocked and comply with the FMVSS 403/404 requirements. Dual handrails shall be provided for additional security and convenience. Rails shall be 1 1/4" minimum diameter, minimum 30" high and a minimum of 8" in length and include handrail restraint. They shall withstand a 100lb. force in any direction without permanent deformation.	X	X	
36.10	All lift components shall be finished with a baked-on powder coating which will meet a salt spray test of 1000 hours, providing corrosion resistance.	X		
37.0 BID SUBMISSION REQUIREMENTS				Abbreviation
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.	X		
»	Altoona Test on BID VEHICLE	X		
»	Complete informational document on chassis, body construction, interior and exterior body materials, doors, door framing, drivers' steps, seat belt and retractors, and undercoating.	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	X		

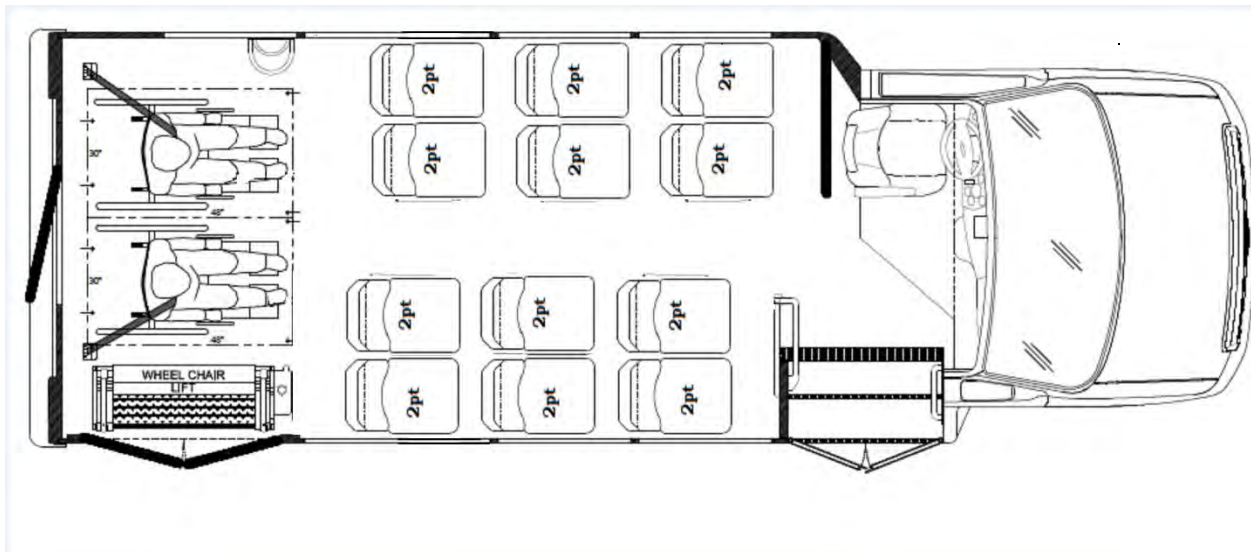
	SCHEMATIC"	X	
»	FMVSS Certifications	X	
»	Bus Body Manufacturer's Quality Assurance procedures "in plant"	X	
»	QVM/SVM certification from chassis manufacturer	X	
»	References of bidder's customers currently using same type of vehicle bid. Should include contact name, telephone and date of delivery.	X	
»	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	
»	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	

	SCHEMATIC"		
»	FMVSS Certifications		
»	Bus Body Manufacturer's Quality Assurance procedures "in plant"		
»	QVM/SVM certification from chassis manufacturer		
»	References of bidder's customers currently using same type of vehicle bid. Should include contact name, telephone and date of delivery.		
»	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.		
»	Literature/Brochure shall be provided for Wheelchair Securement System, Wheelchair Lift, Air Conditioning, Heaters, Seating, ETC, and under seat retractors and release buckle.		
»	Recommended service and maintenance schedule for chassis, body and components.		
»	Warranty Descriptions on Chassis, Body, and all Sub-Components		
»	Extended Warranty Descriptions on Chassis, Body, and all Sub-Components		
	38.0 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.			
38.1	Seating Options: Priced per seat not per double seat.		
»	Integrated 3pt seat	\$ 565.00	
»	Integrated 3pt seat with CRS 225 hook and tether	\$ 720.00	

»	Integrated 3pt child restraint seat	\$ 820	
»	3pt foldaway seat	\$ 1,430.00	
»	2pt foldaway seat	\$ 650.00	
38.2 Exterior Bid as Option Pricing:			
»	One Contrast Stripe	\$ 1,200.00	
»	Two Contrast Stripes	\$ 1,500.00	
»	Solid Color Exterior Paint	\$ 6,650.00	
»	Lettering (Per Letter)	\$ 10.00	
»	Fleet Number	\$ 75.00	
»	Additional snow tire and wheel mounted in compliance to Section 14.1 (priced each)	\$ 650.00	
38.3 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 the left side of the doghouse area with extra wire to allow placement of radio. Shielded wiring or a filtered circuit board may be required to prevent interference.			
38.4 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	\$ 3,930.00	
»	HD 5-600 DVR Four Camera System	\$ 4,300.00	
»	HD 5-600 DVR Five Camera System	\$ 4,685.00	
»	Extra 500GB Hard Drive	\$ 415.00	
»	HD 5-600 DVR with Wi-Fi and 4G LTE Three Camera System	\$ 4,040.00	
»	HD 5-600 DVR with Wi-Fi and 4G LT Four Camera System	\$ 5,765.00	
»	HD 5-600 DVR with Wi-Fi and 4G LT Five Camera System	\$ 6,305.00	
38.5 Video surveillance camera system - Safe Fleet 4 or 6 channel DVR. Each bus camera system will include the following: Basic viewing software, 2TB hard drive, wiring harness, event trigger, GPS, two sets of keys and installation. Each			

	agency order will also include 1x - 7in video monitor, USB mouse and HDD docking station for DVR configuration, troubleshooting and video review. Provide pricing for each of the following options.		
»	DH-4 DVR Three Camera System	\$ 4,930.00	
»	DH-4 DVR Four Camera System	\$ 5,300.00	
»	DH-6-DVR Five Camera System	\$ 5,685.00	
»	Extra 2 Terabyte Hard Drive	\$ 415.00	
»	Cellular router system	\$ 375.00	
»	Wi-Fi and Cellular router and modem system	\$ 710.00	
38.6	PA system with handheld microphone, Internal & External speakers, must have switches to control interior speakers and exterior speakers individually and all speakers together. REI or equivalent bid specification.	\$ 600.00	
38.7	Vehicle battery jump start connection (i.e. Anderson 350 or equivalent bid specification) readily accessible in the front near the engine grill.	\$ 265.00	
38.8	Destination Signage, Mobilite front and side	\$ 7,025.00	
38.9	Fare Box Diamond NV with Two Vaults	\$ 2,190.00	
38.10	Fare Box Diamond SV with Two Vaults	\$ 2,650.00	
38.11	ADA fixed route vehicle requirements including but not limited to, pull cords and buttons in the wheelchair areas, an overhead lighted stop request sign with audio stop indication.	\$ 1,070.00	
38.12	Chassis Manufacturer's Extended Warranty Price Sheet and Extended Service Plan		Pricing Depends on plan that you would like - See under Tab 6, Extended Warranties
38.13	Body Manufacture Extended Warranty Price Sheet and Extended Service Plan	\$ 1,300.00	
38.14	Bike Rack, two position front mounted stainless steel, Sport Works	\$ 4,340.00	
38.15	Q-Straint wall track mount.	\$ 280.00	

38.16	Slide click puck layout for larger wheelchairs, per puck.	\$ 100.00	
38.17	Key FOB for passenger's entrance door	\$ 380.00	
38.18	1000lbs. 37" wide wheelchair lift	\$10,680.00	
38.19	Skirt mounted storage box	\$470.00	
38.20	Drivers Polycarbonate (Covid) barrier must meet FMVSS 205 and AS4 rating. Specifications and illustrations of the polycarbonate barrier must be submitted with the price.	\$ 795.00	
38.21	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, and chassis, (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	
Inspection	Inspectors shall number up to three (3) representatives from Maine DOT. 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.	\$ 1,850.00 Each	



EQUIVALENT BID SPECIFICATION REQUEST FORM

<p>VENDOR: COACH & EQUIPMENT BUS SALES</p> <p>SECTION:18.11 SUBJECT:^{EXT}_{MATERIAL} PAGE: 29</p> <p>REQUEST: PLEASE ACCEPT THE SUBMITTED EXTERIOR SIDEWALL MATERIAL.</p> <p>COMMENTS: <small>THE COACH & EQUIPMENT PHOENIX BUS PASSED THE FMVSS 220 ROLLOVER PROTECTION TEST WITHOUT SKINS AND ALSO IS THE ONLY MANUFACTURE TO BE TESTED FOR FMVSS 214 SIDE IMPACT (WE DROVE THE BUS HOME AFTERWARDS.) ALTHOUGH THE EXTERIOR SKINS DO ADD STRENGTH AND STRUCTURE TO THE END PRODUCT, THE STRUCTURAL INTEGRITY OF THE PHOENIX BUS IS ENGINEERED INTO THE OVERALL DESIGN. ANY OF OUR CURRENT CUSTOMERS WILL ATTEST TO THIS STATEMENT.</small></p> <p>MDOT RESPONSE: Can Coach and Equipment install the thicker G1300 material?</p> <p>C/E RESPONSE: we can't. The reason is the way are rear cap and roof are formed. They have a radius shape rather than being flat. We found this to be structurally more sound. In creating this design, it is more difficult to "bend" thicker material to form the radius, especially on the rear cap. As mentioned in our submittals the Coach & Equipment body passed the FMVSS 220 test without the skins. The interior tube structure is 1 1/2" boxed tube rather than 1"x 2" or 1" x 1" that the other manufactures use. The insulation is also 1 1/2" thick. The walls are vacuum formed and become one piece that can't be separated. Technically, that process of creating a solid wall that can't be detached creates an exterior skin 1 1/2" thick.</p> <p>Pages 5-9 of the attached file show the rear cap and roof construction. You can also see how the end result is one solid fixture 1 1/2" thick + the thickness of the interior and exterior skins. No other vehicle in the industry has a sidewall, roof, or rear cap as thick and designed to take impact.</p> <p>APPROVED DENIED CLARIFICATION The request for accepting a thinner wall material than specified is not ideal, but MDOT will take this into consideration when evaluating the proposal.</p>
<p>VENDOR: COACH & EQUIPMENT BUS SALES</p> <p style="text-align: center;"><small>BATTERY</small></p> <p>SECTION:16.4 SUBJECT:DOOR PAGE: 26</p> <p>REQUEST: PLEASE PROVIDE THE MANUFACTURE OF THE CHALLENGER 1200 BATTERY BOX DOOR.</p> <p>COMMENTS:</p> <p>APPROVED DENIED CLARIFICATION Lippert</p>
<p>VENDOR: COACH & EQUIPMENT BUS SALES</p> <p>SECTION:19.5 SUBJECT:^E DOOR PAGE: 32</p> <p>REQUEST: PLEASE PROVIDE THE MANUFACTURE OF THE CHALLENGER 500 EMERGENCY DOOR</p> <p>COMMENTS:</p> <p>APPROVED DENIED CLARIFICATION Lippert</p>

EQUIVALENT BID SPECIFICATION REQUEST FORM

<p>VENDOR: Creative Bus Sales</p> <p>SECTION: 2.2 SUBJECT: Overall Height PAGE: 19</p> <p>REQUEST: Please accept Forest River Bus height at 116.5".</p> <p>COMMENTS :</p> <p>APPROVED <input checked="" type="checkbox"/> DENIED CLARIFICATION</p>
<p>VENDOR: Creative Bus Sales</p> <p>SECTION: 2.9 SUBJECT: First Step Height 11.5" PAGE: 20</p> <p>REQUEST: Please accept Forest River Bus first step height of 12.5"</p> <p>COMMENTS:</p> <p>APPROVED DENIED <input checked="" type="checkbox"/> CLARIFICATION</p>
<p>VENDOR: Creative Bus Sales</p> <p>SECTION: 27.1 SUBJECT: Driver Seat to be Chassis OEM PAGE: 37</p> <p>REQUEST: Please accept aftermarket seat such as Freedman Shield Recliner, with 4 position Lumbar, RH Arm Rest, Mesh Pocket. Longer lead times will occur when ordering a OEM Driver Seat. This will allow us to utilize our chassis pool.</p> <p>COMMENTS:</p> <p>APPROVED DENIED <input checked="" type="checkbox"/> CLARIFICATION</p>
<p>VENDOR: Creative Bus Sales</p> <p>SECTION: 34.1 SUBJECT: OEM/AM/FM Radio PAGE: 40</p> <p>REQUEST: Please accept aftermarket radio, with 4 speakers, otherwise longer lead times will occur with OEM Radio. This will allow us to utilize our chassis pool.</p> <p>COMMENTS:</p> <p>APPROVED DENIED <input checked="" type="checkbox"/> CLARIFICATION</p>
<p>VENDOR: Creative Bus Sales</p>

SECTION: 5.2				SUBJECT: Coolant System				PAGE: 21			
REQUEST: Please accept coolant lines will not be covered with an additional, larger hose.											
COMMENTS: We will use a large wire loom to protect the heater hoses under the bus with rubber coated P-Clamp securing the in place. There will be a little bit of the hose exposed at the floor line with a grommet protecting the hose going through the wood floor and near the shut off valve.											
APPROVED				X				DENIED			
								CLARIFICATION			
What will be installed over the coolant lines in the areas where chaffing can accrue for protection?											
VENDOR: Creative Bus Sales											
SECTION: 16.4				SUBJECT: Electrical System				PAGE: 25			
REQUEST: Please accept OEM dual batteries, group 27, 750 CCA in place of Glass Mat											
COMMENTS:											
APPROVED								DENIED			
								X			
								CLARIFICATION			
VENDOR: Creative Bus Sales											
SECTION: 18.15				SUBJECT: Body Construction				PAGE: 30			
REQUEST: Please accept Forest River Bus standard undercoating which is Z-guard. Additional information provided											
COMMENTS:											
APPROVED				X				DENIED			
								CLARIFICATION			
VENDOR: Creative Bus Sales											
SECTION: 23.1				SUBJECT: Interior Lighting				PAGE: 35			
REQUEST: Please accept stepwell lights that are not hooded but are LED and so will not shine up into boarding passenger's eyes											
COMMENTS:											
APPROVED				X				DENIED			
								CLARIFICATION			

VENDOR: Creative Bus Sales

SECTION: 25.1

SUBJECT: Floor Construction & Covering

PAGE: 36

REQUEST: Clarification: Will a printed placard added to step risers meet the specification for the “watch your step” logo or do you require it be directly printed onto the riser by the floor covering manufacturer?

COMMENTS:

APPROVED

DENIED

CLARIFICATION

Printed onto the riser.

EQUIVALENT BID SPECIFICATION REQUEST FORM

VENDOR: DATTCO, Inc. - Turtle Top			
SECTION: 16.3 SUBJECT: Elec PAGE: 25			
REQUEST: We request the Ford OEM 210 AMP alternator in lieu of 225 AMP.			
COMMENTS:			
APPROVED	<input checked="" type="checkbox"/>	DENIED	CLARIFICATION
VENDOR: DATTCO, Inc. - Turtle Top			
SECTION: 18.7 SUBJECT: Body PAGE: 29			
REQUEST: Please allow a water-based, environmentally friendly coating in lieu of zinc-based.			
COMMENTS:			
APPROVED	<input checked="" type="checkbox"/>	DENIED	CLARIFICATION
VENDOR: DATTCO, Inc. - Turtle Top			
SECTION: 25.1 SUBJECT: Floor PAGE: 36			
REQUEST: Please allow Coosa composite floor in lieu of plywood. Product information attached.			
COMMENTS:			
APPROVED	<input checked="" type="checkbox"/>	DENIED	CLARIFICATION
VENDOR: DATTCO, Inc. - Turtle Top			
SECTION: 19.4 SUBJECT: Doors PAGE: 31			
REQUEST: Please allow a Lighthouse Industries heated step tread in lieu of Warm Welcome.			
COMMENTS:			
APPROVED	<input checked="" type="checkbox"/>	DENIED	CLARIFICATION

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.

Appendix A


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

BID COVER PAGE

Bidder's Organization Name: Creative Bus Sales, Inc.		
Chief Executive - Name/Title: Jim Borsari - Regional Vice President		
Tel: 603-231-3179	Fax:	E-mail: jborsari@creativebussales.com
Headquarters Street Address: 13 Rebel Road		
Headquarters City/State/Zip: Hudson, New Hampshire, 03051		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Mike Shultz - Commercial Bus Sales		
Tel: 978-228-8410	Fax:	E-mail: mshultz@creativebussales.com
Street Address: 13 Rebel Road		
City/State/Zip: Hudson, New Hampshire, 03051		

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: Nick Corley	Title: Sales Operations Manager
Authorized Signature: 	Date: 9-28-2022


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: Nick Corley	Title: Sales Operations Manager
Authorized Signature: 	Date: 9-28-2022

Appendix D

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

MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT
PARTICIPATION CERTIFICATION

RFQ # 17A 220908-055
Small Cutaway Accessible Bus, 12+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 contract pricing. A bidder's willingness to extend contract 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: 13 Rebel Road, Hudson, New Hampshire, 03051

Signature:  - Nick Corley, Sales Operations Manager

Date: 9-28-2022

APPENDIX F

RFQ # 17A 220908-055 Small Cutaway Accessible Bus, 12+2

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 AND EQUAL OPPORTUNITY

The following requirements apply to the underlying contract:

- (1) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue
 - (b) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities – In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Contract Work Hours and Safety Standards (If Applicable)

1.3 CONTRACT WORK HOURS & SAFETY STANDARDS ACT

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.

1.4 FLY AMERICA REQUIREMENTS:

a) Definitions. As used in this clause-- A-43 "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411. b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services. c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]: _____

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

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

1.6 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.

1.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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 FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES:

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the 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:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the

Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions. A-56 A.19
PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENT

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 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: a) Debarred from participation in any federally assisted Award; b) Suspended from participation in any federally assisted Award; c) Proposed for debarment from participation in any federally assisted Award; d) Declared ineligible to participate in any federally assisted Award; e) Voluntarily excluded from participation in any federally assisted Award; or f) Disqualified from participation in any federally assisted Award. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.14 ACCESS TO RECORDS:

The following access to records requirements apply to this Contract: (1.)
Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee
of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Bidder agrees to provide the

Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives' access to any books, documents, papers, and records of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Bidder also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any Bidder, access to Bidder's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, Section 5309 or 5311. (2.) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Bidder agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Bidder, access to the Bidder's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, Section 5309 or 5311. A major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000. (3.) Where the Purchaser enters a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Bidder agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Bidder which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. (4.) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Bidder shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (5.) The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (6.) The Bidder agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Bidder agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. See 49 CFR 18.39(i) (11). (7.) FTA does not require the inclusion of these requirements in subcontracts.

1.15 ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements

of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

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 _ (Company name) 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 - 9/28/2022

Printed name of Person Bidding - Nick Corley



Authorized Signature

Title - Sales Operations Manager

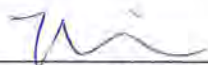
2.2 NONCOLLUSION BIDDING CERTIFICATION

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 - 9/28/2022

Printed name of Person Bidding - Nick Corley



Authorized Signature

Title - Sales Operations 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:**

Small Cutaway Accessible Bus, 12+2

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)**

Please see our warranty claims process document under Tab 6 - Warranty

3. **VEHICLE INFORMATION:**

YEAR: 2024 VEHICLE MAKE: Ford

VEHICLE MODEL: E450

EPA MILEAGE RATING: CITY: 8 HWY 10

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

Please see chassis and manufacturer warranty documents under Tab 6 - Warranty.

5. **BASIC VEHICLE WARRANTY DESCRIPTION**

COMPONENT	MANUFACTURER	YEAR	MILES-CYCLES
CHASSIS: (BUMPER/BUMPER)	Ford	3	36,000
TRANSMISSION	Ford	5	100,000
ENGINE	Ford	5	100,000
ENGINE COMPONENTS	Ford	5	100,000
CORROSION	Ford	5	Unlimited
ROADSIDE ASSISTANCE/TOWING	Ford	5	60,000
SAFETY RESTRAINT SYSTEM	Ford	5	60,000
ALTERNATORS	Ford	3	36,000

EMISSIONS	Ford	8	80,000
BUS BODY (BASIC BODY)	Champion	5	100,000
STRUCTURE	Champion	5	100,000
CORROSION	Champion	3	75,000
PAINT	Champion	1	-
SUSPENSION SYSTEMS	Mor/Ryde		1 year Parts and Labor 3 years, 70,000 miles Parts Only
LIFTS	Braun	3	Unlimited
LIFT COMPONENTS	Braun	3	Unlimited
DOORS	A & M	1	Unlimited
ELECTRICAL SYSTEM	Precision Works		Parts & Labor 1 year, 12,000 miles Parts Only 2 years, 24,000 miles
SEATS	Freedman		
COVERS & UPHOLSTERY -- LEVEL	4	2	Unlimited
FRAME	Freedman	5	Unlimited
FOAM	Freedman	5	Unlimited
AIR CONDITIONING	Trans Air	3	75,000
HEATERS	Pro Air	2	Unlimited
WEBASTO HEATERS	Webasto	2	Unlimited
AUDIO EQUIPMENT	Ford OEM	3	36,000
VISUAL EQUIPMENT	REI	3	36,000
RESTRAINT SYSTEM	Q-Straint 360	3	Unlimited
UNDER COATING	Champion	5	100,000
SIGNAGE	Twin Vision Mobilite	1	Unlimited
LIGHTING	Sound Off	5	Unlimited
WINDOWS/GLASS	Hehr	1	Unlimited



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

September 28, 2022

Agency Name: State of Maine, Department of Transportation – Fleet Services

Bid Title: Small Cutaway Accessible Bus, 12+2

Bid Number: RFQ No. 17A 220908-055

Open Date: October 3, 2022 at 4:00pm (EST)

RE: List of Vehicle Service Centers

Name	Address	City	State	Zip	Phone	Contact
Rockport Automotive, Inc	271 Commercial St	Rockport	ME	04856	844-582-0889	Jan Abendroth
Mobility Works	32 Lewiston Rd Unit 2B	Grey	ME	04039	844-332-2417	John Williams (JC)
Advanced Modifications	1766 Hammonds St	Hermon	ME	04401	207-848-8226	Gina Bennett
O'Connor Motor Co	299 Warren Ave	Portland	ME	04103	207-797-7837	Jesse
Morrison & Sylvester Inc	1175 Minot Ave	Auburn	ME	04210	207-783-8548	John Morrison
Spalding Radiator	1257 Hammond St	Bangor	ME	04401	207-945-9829	Adam Beals
S&M Radiator King Inc	258 Windsor Rd	Chelsea	ME	04330	207-582-1790	Steve Sacre
Ray's Truck Service	305 Bradley St	Saco	ME	04072	207-282-0059	Matt Hunt
W.C. Cressey and Son, Inc	2 Commerce Dr	Kennebunk	ME	04043	844-329-3154	Justin Maltise
O'Connor Chevrolet Buick GMC	199 Riverside Dr	Augusta	ME	04330	866-773-0671	Scott Orewiler
Pape Chevrolet Inc	425 Westbrook St	South Portland	ME	04106	800-405-8156	Doug Wedge
Fleet Pride Service Center	1 Glasgow Road	Scarborough	ME	04704	207-883-9910	Trey St. Louis
Al's Certified Auto Repair	316 State Street	Augusta	ME	04330	207-622-4747	Al Southerland
David Mathieu Company	6 Allen Street	Waterville	ME	04901	207-872-5518	Melissa Young
O'Conner Bus Sales	187 Riverside Dr.	Augusta	ME	04330	800-850-4250	
Dulac's Auto Detailing	2657 N Belfast Ave.	Augusta	ME	04033	207-557-0335	Andy Dulac



Creative Bus Sales
THE NATION'S LARGEST BUS DEALER SINCE 1980


CONTACT NAME:

TELEPHONE:

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

Dated - 9/28/2022

Printed name of Person Bidding - Nick Corley



Authorized Signature

Title - Sales Operations 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 - 9/28/2022

Printed name of Person Bidding -Nick Corley



Authorized Signature

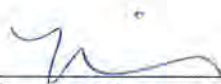
Title - Sales Operations Manager

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 - 9/28/2022

Printed name of Person Bidding - Nick Corley



Authorized Signature

Title - Sales Operations 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 - 9/28/2022



Authorized Signature

Printed name of Person Bidding - Nick Corley

Title - Sales Operations 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 70 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.

Dated - 9/28/2022

Printed name of Person Bidding - Nick Corley



Authorized Signature

Title - Sales Operations 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.

Dated

Printed name of Person Bidding

Authorized Signature

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.

Dated - 9/28/2022

Printed name of Person Bidding - Nick Corley



Authorized Signature

Title - Sales Operations Manager

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

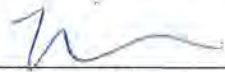
2.8 SPECIFICATION COMPLIANCE

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 - 9/28/2022

Printed name of Person Bidding - Nick Corley



Authorized Signature

Title - Sales Operations Manager

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, , 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.

Dated - 9/28/2022

Printed name of Bidder's Authorized Official - Nick Corley



Signature of Bidder's Authorized Official

Title of Bidder's Authorized Official - Sales Operations Manager

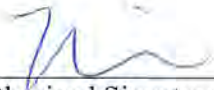
2.10 RECYCLED PRODUCTS:

(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.

Dated - 9/28/2022

Printed name of Person Bidding - Nick Corley



Authorized Signature

Title - Sales Operations Manager

Name of Company - Creative Bus Sales, Inc.

APPENDIX F

MAINEDOT TERMS AND CONDITIONS

- **AGREEMENT**

The Vendor shall deliver the equipment ordered in accordance with this Agreement and governed by these Terms and Conditions.

- **INDEPENDENT CAPACITY**

In providing the equipment under the Agreement, the Vendor shall act independently and not as an agent of the State of Maine.

- **STATUS REPORTS**

Prior to the start of work, the Vendor shall furnish MaineDOT with a proposed progress schedule in MaineDOT's standard format. The Vendor will outline the various phases of work that will need to be completed in order to meet the schedule set forth by MaineDOT. During equipment assembly, the successful bidder shall submit to MaineDOT's Fleet Representative, a Monthly Status Report of accomplishments from the preceding month. The progress report shall be used to keep team members and MaineDOT's Fleet Representative informed about project status and issues. Information will include:

1. A written statement describing the work accomplished during the period and to date.
2. An estimate of the percentage of work completed within the specified services.
3. Any information needed from MaineDOT to complete the project and avoid delays.
4. The successful bidder's action plan to remedy and address any non-conforming or unacceptable work submitted to Department.
5. Document anticipated problems and possible solutions.

These progress reports shall be submitted to MaineDOT on a **monthly basis**. Failure to submit could result in non-payment of the invoice, or be considered as a default, and shall be recorded in the Vendor's Performance Evaluation. If work is temporarily delayed, the Vendor may suspend submittal of the monthly progress reports with written approval from MaineDOT. The Vendor shall be responsible for addressing any action that may be required to keep the project on schedule.

MaineDOT shall have a period of 15 business days after receipt of the submissions to complete the review and make any necessary comments. Following the review, the Vendor will make any revisions and corrections requested by MaineDOT.

- **PAYMENT AND OTHER PROVISIONS**

MaineDOT anticipates paying the selected Vendor for goods and services received, on the basis of net 30 payment terms following acceptance of the equipment, the receipt of an acceptable title and required documents, and an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains the State of Maine Agreement number, correct pricing information relative to the Agreement, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements

listed within the Agreement.

MaineDOT reserves the right to pay for the equipment purchased by any of several available means, which include but may not be limited to check, EFT, and/or procurement card.

Vendors are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRSA §8-303 (2): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

- **WARRANTY**

For a period of one (1) year following equipment delivery and acceptance (the “Warranty period”), Vendor unconditionally warrants and guarantees that the equipment shall be free from defects in parts and workmanship. If MaineDOT discovers any defects during the Warranty period, the Vendor’s obligation will be to repair or replace the equipment or refund the purchase price, at MaineDOT’s sole option subject to the following requirements as applicable:

- Replacement will be with new equipment matching the specifications within this Agreement.
- Reimbursement will be for the total purchase price of the equipment including the cost of returning the equipment.
- All Repairs including the cost of transporting the equipment will be borne by the Vendor. All repairs will be warranted free from defects in parts and workmanship for a one-year period following the repair.

The Vendor hereby assigns to MaineDOT the right to enforce all manufacturer’s warranties or guarantees on the equipment.

The Vendor agrees that the warranty obligations provided by this Agreement shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessations of operations of the Vendor.

In the event of a breach of Vendor’s warranty obligations, MaineDOT shall notify Vendor in writing of the breach and grant Vendor 30 days to cure the breach. Should Vendor fail to cure the breach, MaineDOT may pursue whatever remedies may be available.

- **DAMAGES**

Time is of the essence in the delivery of the equipment specified herein, and in event of delay(s) in the delivery of the equipment beyond the date set forth in the Agreement, or beyond authorized extensions thereof MaineDOT may impose liquidated damages. Because it is difficult to determine the actual amount of the damage by reason of such delay it is therefore agreed that the Vendor will pay the sum of one hundred dollars (\$100.00) per unit for each calendar day(s) delay in delivery as liquidated damages and not as a penalty. If the bus fails inspection/acceptance, Maine DOT authorized person will provide the inspection report to the contractor. The Contractor will have up to 30 days from receiving the report to complete the necessary repairs to meet a final acceptance. The damages will resume when the contractors 30 days has passed.

These damages shall be deducted from any monies due, or which may thereafter become due to the Vendor or may be recovered by through any lawful means.

- **SET-OFF RIGHTS**

MaineDOT shall have all of its common law, equitable and statutory rights of set-off.

- **FORCE MAJEURE**

Either party may be excused from performance under this Agreement to the extent the failure to perform is caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, and freight embargos, or other causes beyond the party's reasonable control. In the event of such event of force majeure, the affected party shall provide the other party written notice of the cause of delay within fifteen (15) days from the beginning of any such delay. The time of performance shall be excused to extent of the duration of any such event of force majeure, or such period of time as may be mutually agreed upon by the parties.

- **INDEMNIFICATION**

The Vendor shall indemnify and hold harmless the MaineDOT and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Vendor, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Vendor shall not be liable for claims arising out of the negligent acts or omissions of the MaineDOT, or for actions taken in reasonable reliance on written instructions of the MaineDOT.

This indemnification provision shall survive any termination or expiration of the Agreement.

- **DEFAULT, TERMINATION**

1. MaineDOT reserves the right to terminate this Agreement or any part hereof, for its sole convenience. Thirty (30) days advance written notice shall be provided in the case of a termination for convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Vendor shall be paid for all work on a percentage completed basis, as mutually agreed upon by the parties, up to the date of termination under this Paragraph 14.A.

2. The MaineDOT shall have the right to terminate this Agreement in the event of a material breach or default by Vendor of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by Vendor of written notice of such breach from the MaineDOT. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then Vendor shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided Vendor has exercised reasonable commercial efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.

3. The MaineDOT shall have the right to terminate this Agreement immediately upon written notice to Vendor in the event (i) Vendor, or any director, officer or employee of Vendor assigned to this Project is convicted of a criminal offense directly related to information technology services; or (ii) proceedings in bankruptcy are commenced against Vendor or if a receiver is appointed and such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of one hundred twenty (120) days. Notwithstanding the foregoing, if a conviction of an employee assigned to this Project, officer or director, relates to individual and/or personal actions of such employee, officer or director and not the policy or directive of Vendor and, upon such conviction, Vendor shall terminate or otherwise remove such employee, officer or director and take such other steps to reasonably ensure the propriety of Vendor's delivery of information technology services, then the MaineDOT shall not have a right to terminate this Agreement pursuant to the foregoing clause (i) of this Section 14 (C).
4. Vendor shall have the right to terminate this Agreement in the event of a material breach or default by the MaineDOT of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by the MaineDOT of written notice of such breach from Vendor. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the MaineDOT shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided the MaineDOT has exercised reasonable commercial efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.
5. Vendor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- **DELIVERY AND ACCEPTANCE**

Time is of the essence in the delivery of the equipment. The Vendor shall execute the work continuously and diligently. Delivery of the units shall occur in accordance with the terms and conditions outlined in the resulting Agreement.

- Production of the units shall be conducted as a continuous production with no breaks or inserts of other orders or types of equipment.
- Delivery shall be restricted to Monday through Friday, between the hours of 8 AM and 4 PM.
- The Vendor will contact MaineDOT Fleet Services 48 hrs. prior to delivery with an estimated time of arrival.
- Units furnished under this Agreement shall be delivered in first class condition, complete and ready for operation, and the Vendor shall assume all costs, responsibilities, and risk of loss related to damage that may have occurred in the delivery of the units.
- When units are delivered, certificates or releases signed by representatives of

MaineDOT Fleet Services are understood to be a simple acknowledgment of receipt of the units only, and will NOT constitute an acceptance of the condition of the units or their conformance with the terms and conditions of the Agreement specifications.

- Upon delivery, MaineDOT may conduct such tests as may be required to determine to its own satisfaction that the units appear to be in conformance with the terms, conditions, and requirements of the Agreement specifications.

Acceptance shall occur following final inspection by authorized employees of MaineDOT Fleet Service, receipt of the titles and all requested documentation. The Vendor will be notified, in writing, of acceptance/non-acceptance within fifteen calendar (15) days of delivery to the location specified in this Agreement.

- **RIGHT TO SUSPEND WORK**

MaineDOT has the right to suspend any or all work at any time for any reason as it deems necessary. Consultant may receive payment for the portion of services completed through the date of suspension.

- **COPYRIGHT AND LICENSES - PATENTS AND COPYRIGHTS**

Data and publication rights to any documents, produced under the terms of Agreement are the property of MaineDOT. The Vendor shall not copyright the material produced under the terms of the Agreement without written approval of MaineDOT, except to the extent necessary to protect its rights pursuant to the following paragraph.

The Parties to this Agreement mutually agree that, if patentable discoveries, intellectual property and software, or inventions should result from work described therein, all rights accruing from such discoveries or inventions shall be the sole property of the MaineDOT.

- **CLAIMS AND DISPUTES**

General

To preserve any claim arising out of the Agreement, the Parties shall comply with and exhaust all provisions of this Section. Unless otherwise agreed to in writing, the Vendor shall continue to perform its services during any dispute resolution process. If the Vendor continues to perform, MaineDOT shall continue to make payments in accordance with the Agreement of amounts not in dispute.

Negotiation with Maine Dot's Fleet Representative

The Vendor shall promptly notify Maine Dot's Fleet Representative, or their designee, in writing, of disputes that could significantly affect scope, schedule or compensation. After such notice, the Vendor and Maine Dot's Fleet Representative shall promptly negotiate in good faith to resolve the dispute. Maine Dot's Fleet Representative will promptly issue a decision.

Review by Director

If the Vendor desires a review of Maine Dot's Fleet Representative's decision, then the Vendor shall promptly request in writing that Maine Dot's Director of the applicable Bureau or Office review the Fleet Representative's decision. The Director or its designee(s) shall promptly notify the Vendor in writing of the result of the review.

Dispute Resolution

If the dispute remains unresolved after negotiation and review as set forth above, the Parties may proceed to mediation by selecting a mediator acceptable to both.

If the Parties are unable to resolve the dispute through mediation, either party may seek judicial review through a civil action commenced in the Superior Court of Maine, Kennebec County.

- **CONTROLLING LAWS**

The Agreement referred to in these Terms and Conditions is governed by the applicable laws of the Federal Government and the State of Maine.

Laws to Be Observed

The Vendor shall comply with all applicable Federal, State and local laws, rules, regulations, orders, and ordinances affecting the work including, without limitation all environmental, wage, labor, equal opportunity, safety, patent, copyright, or trademark laws. The Vendor shall indemnify MaineDOT and hold MaineDOT harmless against any and all claims or liabilities arising from or based upon the violation or alleged violation of any such Law caused directly or indirectly by or through the Vendor.

- **ENTIRE AGREEMENT/BINDING EFFECT/MODIFICATION/ASSIGNMENT**

This Agreement sets forth the entire agreement of the parties with regard to the subject herein. This Agreement may not be modified except by a written amendment executed by both parties.

Neither MaineDOT nor the Vendor may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written Consent To Assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Agreement.

- **SEVERABILITY**

The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

ii. **NON-WAIVER**

If MaineDOT fails or refuses to enforce any provision in the Agreement that shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.

Dated - 9/28/2022

Printed name of Person Bidding - Nick Corley



Authorized Signature

Title - Sales Operations Manager