



**Vendor Contact Information**

Marcus Hoffman

8003262877 ext.

biddepartment@creativebussales.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** Creative Bus Sales, Inc.

**Commodity Line #:** 1

**Commodity Code:** 55600

**Commodity Description:** Small Cutaway Accessible Low Floor Bus - 10+2.

**Commodity Specifications:**

**Commodity Extended Description:** Small Cutaway Accessible Low Floor Bus - 10+2.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
0		
	<b>Service Start Date</b>	<b>Service End Date</b>
	01/13/23	12/31/27
	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*David Morris* 1/10/2023  
2A644AF5681F482...  
 \_\_\_\_\_  
 Signature Date

David Morris, Acting Chief Procurement Officer

and

Creative Bus Sales, Inc

DocuSigned by:  
*Jim Borsari* 1/11/2023  
5FEE2202E673429  
 \_\_\_\_\_  
 Signature Date

Jim Borsari, Regional Vice Preseident

**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"/>	MaineDOT Required documents
<input type="checkbox"/>	Other – Included at Department's Discretion

**RIDER A**  
**Master Agreement User Information and/or Specifications**  
**MA 230110-092**

**Commodity:** Bus, Small Cutaway Accessible Low Floor - 10+2

**Master Agreement Competitive Bid RFQ:** 17A 220830-047

**Contract Period:** Through December 31, 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:** Mike Shultz   **Tel:** 603-402-7028   **Email:** [mshultz@creativebussales.com](mailto:mshultz@creativebussales.com)

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

**BASE PRICE CALCULATION**  
**PRODUCER PRICE INDEX ESCALATOR**

Buses shall be at the prices quoted. These prices shall remain firm/fixed for any 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.

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**

1.1. All vehicles bid 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.

#### **APPLICABLE REGULATIONS: SEE CERTIFICATIONS REQUIRED**

1.1.1. 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 but when brand names are used in the specifications, the term “equivalent bid specification” is implied and will be considered.

1.1.2. No advantage shall be taken by the vehicle manufacturer or bidder 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.

1.1.3. The contracted price includes all items of labor, material, tools, equipment, delivery and other costs necessary to fully complete the delivery of vehicles pursuant to these specifications.

#### **2. DELIVERY REQUIREMENT:**

The delivered vehicles shall be inspected by the Department and the Provider at the Department’s Augusta Maine Fleet Services location prior to delivery to the procuring agency at a location determined by the Department and the Provider. Delivery to the Provider shall be the responsibility of the vendor. It will be the vendor’s responsibility to provide a clean and detailed vehicle to the provider upon delivery, with at least a quarter tank of fuel.

The vendor is required to provide the Department 48-hour notice prior to delivery. Failure to do so could result in delivery delays and possible exclusion from future bidding.

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

**3. TRAINING:**

Training for both maintenance and operation on proposed vehicles will be provided by the vendor and the manufacturer at a time and place chosen by the Department and the Provider. All training costs will be separate from the bid price and included in bid price as an option and bidder must include the training agenda and detailed description of the maintenance & operation training in their submittal.

**4. 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.

**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.

**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, Provider, and factory representatives (if bidding vendor so chooses)

**Pre-Delivery Inspection:**

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

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

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

**Post-Delivery Inspections:**

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



## RFQ # 17A 220830-047 Small Cutaway Accessible Low Floor Bus 10+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.**

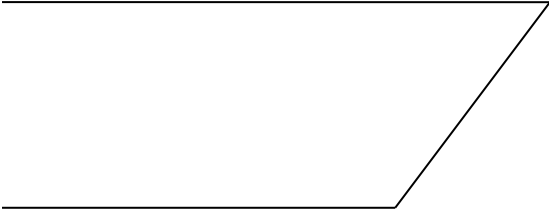
**The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and delivery into consideration.**

<p><b>The following abbreviations must be used:</b></p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"><b>X</b></td> <td style="padding: 5px;"><b>Standard or as specified</b></td> </tr> <tr> <td style="padding: 5px;"><b>N/A</b></td> <td style="padding: 5px;"><b>Not Available</b></td> </tr> <tr> <td style="padding: 5px;"><b>DI</b></td> <td style="padding: 5px;"><b>Dealer Installed</b></td> </tr> <tr> <td style="padding: 5px;"><b>AE</b></td> <td style="padding: 5px;"><b>Approved Equal</b></td> </tr> </table>	<b>X</b>	<b>Standard or as specified</b>	<b>N/A</b>	<b>Not Available</b>	<b>DI</b>	<b>Dealer Installed</b>	<b>AE</b>	<b>Approved Equal</b>
<b>X</b>	<b>Standard or as specified</b>								
<b>N/A</b>	<b>Not Available</b>								
<b>DI</b>	<b>Dealer Installed</b>								
<b>AE</b>	<b>Approved Equal</b>								

	2.0 DIMENSIONS	Abbreviation	Actual Dimension	Notes
2.1	Wheelbase - 179" minimum	X	179.8"	
2.2	Overall Height - 115" maximum excluding A/C	X	110" W/ROOF TOP AC	
2.3	Overall Length - 270" minimum	X	272"	

2.4	Interior Length - 170" minimum, from behind driver to rear wall	X	172"	
2.5	Exterior Width - 96" maximum excluding mirrors	X	96"	
2.6	Interior Width - 89" minimum (at the floor line)	X	89.6"	
2.7	Interior Height @ Center aisle - 76" minimum	X	87.8"/76.5"	
2.8	Entrance Door 40" (Clear Opening) - 34" width, 75" height	X	75"	
2.9	First Step - 11.5" maximum ground to first step in the kneeled position	X	9.75"-10.75"	
2.12	GVWR - 9,350 lbs. minimum	X	9,350 LBS	
2.13	Knee Room - 28" minimum, hip to knee	X	28"	
<b>3.0 CHASSIS</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
3.1	Chassis shall be a current model year, single rear wheel commercial cutaway chassis. Vehicle must meet current Federal and State emission standards.	X	2023	
<b>4.0 POWER PLANT</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
4.1	Engine shall be a Gas V6 with spin-on throw away type oil filter and a disposable dry air cleaner.	X	3.6L V6	
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		OEM
4.3	Engine shall be equipped with engine oil cooler and an OEM engine block heater.	X		OEM
4.4	Transmission shall be a minimum electronic 6-speed with overdrive and shall be removable without disturbing engine drive. An auxiliary transmission oil cooler shall be installed in front of	X		62TE

	the radiator as an OEM option (Heavy Duty Service Package).			
	<b>5.0 COOLING SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>5.1</b>	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		OEM
<b>5.2</b>	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		
	<b>6.0 FUEL SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>6.1</b>	Fuel tank shall be a minimum (24) gallon capacity, internally baffled to prevent surging. Tank shall be mounted inside frame rails.	X	24	
	<b>7.0 EXHAUST SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>7.1</b>	There shall be an OEM heat shield installed on the fuel tank.	X		OEM
<b>7.2</b>	Exhaust tail pipe shall extend to the rear of the vehicle beyond body panel and shall be constructed using exhaust tubing with a tapered cut on bottom side of pipe or bent down to not allow water to enter the exhaust. Any non-OEM exhaust hangers shall be spaced 30" on center and 10 inches from the tip this is in reference to the bus manufacturer modified exhaust.  Tail pipe end diagram up	X		

	 <p>down</p>			
	<b>8.0 FRONT AXLE AND FINAL DRIVE</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>8.1</b>	Front wheel drive	X		
<b>8.2</b>	Heaviest axle available with independent strut suspension.	X		OEM
<b>8.2</b>	Front suspension shall be equipped with anti-sway bar.	X		OEM
	<b>9.0 REAR AXLE</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>9.1</b>	Rear axle capacity shall be supplied by manufacturer and matched to vehicle chassis specifications previously described at 179" wheelbase and 9,350 minimum GVWR).	X	6,390 LBS	
<b>9.2</b>	Kneeling rear suspension shall be equipped with air springs.	X		
<b>9.3</b>	Rear suspension shall be equipped with anti-sway bar. And heavy-duty gas pressurized shock absorbers.	AE		
	<b>10.0 KNEELING SYSTEM</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>

<b>10.1</b>	The kneeling system must incorporate rear air spring suspension system with kneeling capabilities conveniently operated from the driver's seat. The system shall have 12-volt electric compressor, with a closed loop dry air dryer system with a built-in recovery tank. The kneeling system shall have a safety interlock that will not allow the bus to kneel if the doors are open. The air suspension shall return to the ride height operated with a switch after the ramp is stowed and the door is closed. Ground level to the floor must not exceed 11.5" step height in the kneeled position. Air system must fully recover within 1 minute and 45 seconds or less after the bus has raised from the kneeled position. A full description and illustrations of the kneeling system, ramp, and entrance way must be included with the bid.	AE		
	<b>11.0 STEERING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>11.1</b>	Power Steering is required.	X		OEM
<b>11.2</b>	Steering mechanism shall be self-centering requiring little or no effort to bring vehicle back to straight-ahead after turning.	X		OEM
<b>11.3</b>	Steering wheel shall offer a tilt feature to adjust to individual drivers.	AE		
<b>11.4</b>	Cruise control shall be provided.	X		
<b>11.5</b>	Vehicle front-end alignment is required, and a printed copy of the alignment result shall be provided with vehicle packet.	X		
	<b>12.0 BRAKES</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>12.1</b>	Service brakes shall be dual hydraulic, power assist, disc front and rear.	X		
<b>12.2</b>	Front and rear brakes shall offer "Anti-lock" feature.	X		

<b>12.3</b>	OEM upgrade to heavy duty brakes and system would be preferred. If available, offer as option.	X		Heaviest available is provided.
<b>12.4</b>	Braking system shall be adequate for the GVWR of the bid vehicle.	X		OEM
	<b>13.0 WHEELS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>13.1</b>	Vehicle shall be equipped with four (4) heavy, OEM ventilated pressed steel wheels, 16.0" diameter and 6" width, single front, and single rear. All wheels to be inter-changeable. All wheels to be painted white.	AE		
	<b>14.0 TIRES</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>14.1</b>	LT225/75/16 Load Range E minimum. Total of four (4) 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 and matches all other vehicle tires and shall be mounted on wheel, balanced and painted white to match other wheels and shipped loose in bus.	X		OEM Bus Chassis supplied with all season tires
<b>14.2</b>	Lead wheel weights will not be accepted. Steel weights or less toxic wheel weight alternatives shall be supplied.	X		
	<b>15.0 BUMPERS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>15.1</b>	Vehicle shall be provided with manufacturer's standard front bumper with rear energy absorption type bumper,	X		
<b>15.2</b>	Bumpers shall be fastened directly to the chassis frame to allow shock from impact to be transmitted directly to chassis frame.	X		
<b>15.3</b>	Rear bumper shall incorporate anti-ride device to prevent standing on rear bumper and shall be integral to bus body.	AE		
	<b>16.0 ELECTRICAL SYSTEMS AND COMPONENTS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>

<b>16.1</b>	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		
<b>16.2</b>	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		
<b>16.3</b>	One (1) 220 AMP alternator minimum. Alternator must be sufficient to operate all electrical equipment on vehicle without draining the battery.	X	OEM	
<b>16.4</b>	Battery OEM with a combined capacity of no less than 800 CCA. Battery shall be in a fully enclosed battery compartment.	X		
<b>16.5</b>	Electrical switch panel shall be within easy reach of driver. It shall include switches for the compartment lighting, air conditioning, heating, door, and ramp. All switches shall be back lit for night operation, professionally labeled switches.	X		
<b>16.6</b>	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	X		

	in bake-lite or molded plastic material. All wiring and end connectors shall be of the machine staked type.			
<b>16.7</b>	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 the circuit panel door.	AE		
<b>16.8</b>	A master electrical component compartment located in a weather protected compartment with access from the interior of the bus shall be provided.	X		
<b>16.9</b>	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		
<b>16.10</b>	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		
<b>16.11</b>	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		
	<b>17.0 INSTRUMENT AND CONTROLS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>17.1</b>	Following gauges and/or controls are to be provided;			
	a. Ignition Key Switch	X		
	b. Speedometer with Recording Odometer	X		
	c. Tachometer (If Optional)	X		
	d. Voltmeter	X		
	e. Oil Pressure Gauge and Warning Lamp	X		



	f. Fuel Tank Level Gauge; Low Fuel Warning Light	X		
	g. Engine Temperature Gauge	X		
	h. Headlight High Beam Indicator	X		
	i. Parking Brake “on” Indicator Light	X		
	j. Directional Signal and Flasher Action Light	X		
	k. Check Fuel Cap	X		
	l. Fasten Safety Belt Warning Light	X		
<b>17.2</b>	All instruments to be grouped on a single panel in full view of driver.	X		
<b>17.3</b>	Visual/audible warning system (apart from gauges already listed) shall be supplied to alert driver of an operational failure.	X		
<b>17.4</b>	The following controls, in addition to normal steering, braking and transmission functions are to be provided:			
	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		
	<b>18.0 BODY CONSTRUCTION</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>18.1</b>	Modular structure shall consist of advanced, sandwich-type composite side and roof panels coupled with high strength aluminum structural joiner. Sidewall panels must contain high density PET foam in combination with composite pultrusion’s used as stiffeners and then	X		

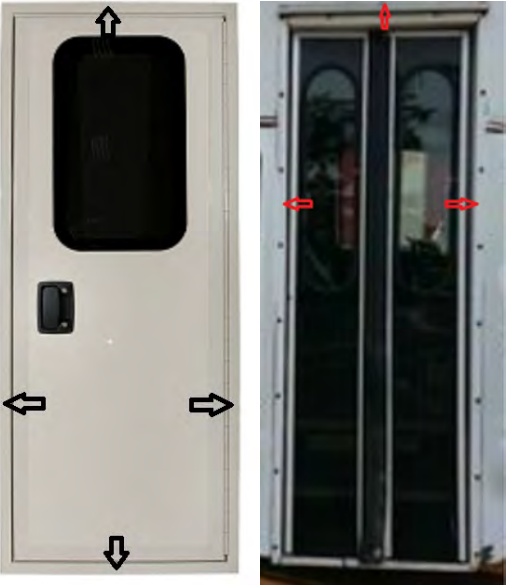
	covered with high gloss FRP. Documentation is required that vehicle meets FMVSS 220 Roll Over Certification. Such certification must be provided with bid submission. Written documentation should be included in bid package that the vehicle being bid has been certified and is in compliance with the required standard(s).			
<b>18.2</b>	Subfloor frame will be made of 101,500 psi steel and will be completely flat. A modified frame and frames containing varying heights will not be accepted. Frame to be treated for corrosion with the utilization of an 800-degree zinc hot dip galvanizing process equivalent to ISO 1461 standard. 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		
<b>18.3</b>	Rear wall shall be one-piece FRP panel reinforced with 14-gauge carbon steel cage. Interior shall be covered with one piece ABS panel.	X		
<b>18.4</b>	Front roof cap to be one-piece FRP secured to cab, roof and sidewalls with high strength adhesive. Roof structure must conform to appropriate FMVSS. An illustration of the construction must be submitted.	X		
<b>18.5</b>	Body shall be contoured at roof line to direct water to the back of the vehicle and off the roof so that no roof gutters are necessary.	X		
<b>18.6</b>	Zinc coating or equal shall be applied to all exposed steel structural members.	X		
<b>18.7</b>	Vehicle body shall be bolted to frame structure as recommended by chassis manufacturer.	X		
<b>18.8</b>	Sidewalls and roof shall be insulated with high density polyurethane foam insulation with a minimum R value of 6. <b>Specify R value.</b>	X		

<b>18.9</b>	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		
<b>18.10</b>	Exterior side walls material shall be smooth composite sheets with no wood fibers or exposed fasteners and a minimum thickness of 3/16 of an inch. <b>Specifications of the exterior wall material is required.</b>	X		
<b>18.11</b>	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.	AE		
<b>18.12</b>	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.	AE		
<b>18.13</b>	Vehicle, entire under body frame and underside floor, shall be galvanized. All open holes, gaps, seams that enter the bus body or exposed metal surfaces shall be sealed. Any craters in the spray foamed areas that can trap materials from the roads shall be refilled and resealed.	X		
<b>18.14</b>	All exterior metal trim shall be stainless steel, polished aluminum or chrome plated.	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.**

<b>19.0 DOORS</b>				
		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>19.1</b>	Doors of the bid vehicle shall include: Driver's door, passenger door/accessible entrance door.	X		
<b>19.2</b>	Driver's and Co-pilot 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	X		

	manufacturer does not offer a built-in step as part of the chassis construction, an additional step, minimum of 7" x 32" of safe useable area must be provided. <b>The construction information of an added step, if necessary, shall be submitted with bid.</b>			
<b>19.3</b>	<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. 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 entrance area. A rubber gasket shall be installed at the meeting edges creating a seal to prevent water and road debris from accessing stepwell. <b>The rubber gasket must be riveted to the frame to eliminate the gasket from sliding off the frame.</b> A hinged door must be supplied to access the door mechanism. A red small LED light shall be installed at the emergency exit. A transit grade rocker switch must be installed within easy reach of the driver, and a remote controller (key FOB) for operating the door from anywhere near the bus. <b>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.</b></p>	AE		
<b>19.4</b>	Entrance floor area shall be heated to prevent ice buildup with the installation of heater installed directly under the flooring. Warm Welcome or an approved equal. Step heaters shall be controlled by one switch in the switch panel.	X		
<b>19.5</b>	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	N/A		Stainless Steel is not available.

	<p>not the door(s). Door(s) to be constructed with outer skin consistent with the body construction. Full length piano hinge shall be provided, and door shall be insulated with high density foam rubber gasket to seal against water seepage. See arrows in the image below for door-way casing explanation</p> <p>Door-way casing/trim refer to the arrows</p> 			
<p><b>19.6</b></p>	<p>Roof Hatch: One (1) roof hatch/ventilator shall be installed in location determined by manufacturer not to interfere with roof mounted HVAC unit. Hatch to be Specialty, Tran spec or an approved equal. A red small LED light shall be installed at the emergency exit.</p>	<p>X</p>		<p>Does not include red light.</p>
	<p><b>20.0 WINDSHIELD AND WINDOWS</b></p>	<p><b>Abbreviation</b></p>	<p><b>Actual Dimension</b></p>	<p><b>Notes</b></p>
<p><b>20.1</b></p>	<p>Windshield to be OEM standard and shall be laminated tinted safety glass.</p>	<p>X</p>		
<p><b>20.2</b></p>	<p>OEM heavy duty electrical two speed windshield wipers with an intermittent feature and washer.</p>	<p>X</p>		
<p><b>20.3</b></p>	<p>Driver's side window to be OEM standard roll down type.</p>	<p>X</p>		

<b>20.4</b>	Passenger windows to be solid pane with industry standard tint AS-3 rating. Stationary windows shall be minimum 46" x 41" with one (1) emergency egress window on each side of the vehicle measuring a minimum of 54" x 34".	X		
<b>20.5</b>	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		
	<b>21.0 HEATERS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>21.1</b>	Front heater shall be OEM manufacturer's high output heater with defroster. Roof top heater shall be a minimum of 95,000 BTU. Total heat BTU shall be sufficient to heat vehicle size.	AE		
<b>21.2</b>	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.	AE		
	<b>22.0 HVAC</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>22.1</b>	Dual heat and air conditioning systems are required with separate compressors. An OEM dash heat and air conditioning system shall be supplemented with a passenger air conditioning system of no less than 65,000 BTU, a passenger heating system of no less than 95,000 BTU the BTU rating shall be recommended by manufacturer for service area and climate in Maine. Both systems shall be separately controlled by switches in the driver's area and should offer a minimum of two speed fan control. Temperature shall be controlled by infinite position rotary control. Passenger's heat and air conditioning shall be a dual fan/condenser and shall be roof mounted.	AE		
<b>22.2</b>	Return and drain hoses from evaporator shall be routed internally of the vehicles rear wall.	AE		

<b>22.3</b>	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		
	<b>23.0 INTERIOR LIGHTING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>23.1</b>	Interior lighting shall include a driver's compartment dome light instrument panel lights, switch panel back-lighting, four (4) minimum recessed or low-profile mounted lights, in passenger compartment, entrance door shall be 2 foot-candles of illumination measured stepwell lights that automatically illuminate when passenger door is opened. Interior lighting shall consist of LED lights.	X		
<b>23.2</b>	All egress locations shall be designated and identified with a small red LED light illuminated when vehicle is in operation.	X		
	<b>24.0 EXTERIOR LIGHTING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>24.1</b>	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 shall be LED type. (Headlights exempt from LED requirement)	X		
<b>24.2</b>	OEM chassis 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		
<b>24.3</b>	Directional signals, front and rear shall be operated by lever on steering column and shall meet all applicable FMVSS.	X		
<b>24.4</b>	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	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.	AE		
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		
<b>25.0 FLOOR CONSTRUCTION/COVERING</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
25.1	5/8" minimum thickness marine grade plywood sub floor or composite flooring, 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. Flooring shall be cemented with waterproof adhesive to the 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 unacceptable.	X		Coosa composite structural floor panels. Must be Non-absorbent closed cell, lightweight composite. Must be rated for extreme durability and dimensionally stable, with sound and thermal insulation, resistant to contamination and extreme temperature range.
<b>26.0 INTERIOR</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
26.1	Interior shall provide an aesthetically pleasing atmosphere. School bus type interior is not acceptable. <b>Specify all Interior Material.</b>	X		



26.2	Walls shall be finished in a durable material coordinated with the vehicle's color scheme, white or light gray. <b>Specify all interior material and include pictures of the interior.</b>	X		
26.3	Headliner shall also be OEM compatible with vehicle's colors and shall be covered with a composite material.	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	Passenger door entrance grab handles on the left and right side inside the entrance door opening.	X		
26.6	Stanchions shall be installed that are constructed of 1¼" seamless stainless steel. Vertical stanchions, with modesty panels to be located at left of the entrance door, left and right of raised platform and behind the driver. 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		
<b>27.0 SEATING</b>		<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
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 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.	CLARIFICATION		Transit Agencies have the option to choose Docket 90 upholstery when ordering buses. Bid includes pricing for Level 4 upholstery.
27.2	Passenger Seats shall be fully contoured 3pt 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	X		

	passenger seating style will be determined by the end user, all seat costs shall be included in the seating options 38.0.  Passenger seat layout See floor layout Attachment on page 44.			
<b>27.3</b>	A minimum of 28” hip to knee space including those seats mounted behind a modesty panel.	X		
<b>27.4</b>	Seat belt extensions shall be provided for each individual seat on each vehicle. Length of extensions to be longest available per seat configuration.	X		
<b>27.5</b>	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		
<b>27.6</b>	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. <b>Description and Picture of the USR and release buckle must be provided by bidding vendor.</b>	AE		3 PT GO-ES SEATS
	<b>28.0 SAFETY EQUIPMENT</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>28.1</b>	Each vehicle will be equipped with the following:			
	a. Triangle Reflector Flare Kit	X		
	b. 5# Rechargeable ABC Type Fire Extinguisher with holder	X		
	c. ANSI Z308.1 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	X		
	i. Securement and location of safety equipment (with the exception of the back-up alarm) shall be in secure and accessible location to the driver.	X		
	<b>29.0 MIRROR</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>29.1</b>	OEM exterior rear-view mirrors electrically operated and heated. In addition to the OEM windshield mirror, a four-way adjustable Interior rear-view mirror shall be installed above the windshield shall be convex for driver's view of bus interior.	X		
	<b>30.0 MUD FLAPS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>30.1</b>	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		
	<b>31.0 EXTERIOR, PAINT, GRAPHICS, LETTERING</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>31.1</b>	Buses shall be white unless an agency desires a solid exterior color. (Reference to Section # 38 General Options Pricing)	X		
	<b>32.0 BACKUP CAMERA</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>32.1</b>	Buses shall have OEM backup camera with display.	X		
	<b>33.0 BODY/CHASSIS WARRANTY</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>33.1</b>	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		
	<b>34.0 MISCELLANEOUS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>34.1</b>	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	X		

	four (4) speakers to be installed in passenger compartment.			
<b>34.2</b>	12-volt cell phone power charging outlet	X		
<b>34.3</b>	Drivers adjustable sun visor	X		
<b>34.4</b>	Every bus must be weighed after completion and results must be supplied with each bus before shipping and supplied with vehicle final paperwork.	X		
<b>34.5</b>	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		
<b>34.6</b>				
	<b>35.0 WHEELCHAIR SECUREMENT AREA - RESTRAINTS</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>35.1</b>	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		
<b>35.2</b>	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. Under seat mounted restraint holder (TDSS) shall be provided for belt storage when not in use.	X		TDSS N/A. Wall mount brackets are provided.
<b>35.3</b>	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		
	<b>36.0 WHEELCHAIR RAMP</b>	<b>Abbreviation</b>	<b>Actual Dimension</b>	<b>Notes</b>
<b>ADA REQUIRMENTS SHALL SUPERCEDE ANY AND ALL SPECIFICATIONS NOTED HERE.</b>				

<b>36.1</b>	Wheelchair Ramp shall be operated manually a self-contained, ramp must meet FMVSS 403 and FMVSS 404. This ramp shall have a minimum passageway width of 32" X 62" inches, and a 1:6 ramp angle in the knelled position, equipped with edge barriers minimum of 2" inches. Electrically powered ramp shall be priced separately in the options. The electrical ramp shall have manual back-up system provided to ensure operation of ramp in case of electrical failure.	X		
<b>36.2</b>	Ramp shall be inter-locked with the vehicle transmission ensuring that the vehicle cannot be moved until the ramp is in a stowed position, ADA38.23. b.2.	AE		
<b>36.3</b>	Ramp platform shall be illuminated by LED lights mounted above the entrance door. Must meet ADA 38.31.	X		
<b>36.4</b>	Platform shall be steel or aluminum construction with a see-through grating allowing improved visibility and safer use.	X		
<b>37.0 BID SUBMISSSION REQUIREMENTS</b>				<b>Abbreviation</b>
<b>37.1</b>	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	X		

	applicable to the vehicle bid and shall exhibit compliance with weight limitations of the chassis manufacturer.		
»	Bus body electrical system description, IN ADDITION TO WIRING "AS BUILT SCHEMATIC"	X	
»	FMVSS Certifications	X	
»	Bus Body Manufacturer's Quality Assurance procedures "in plant"	X	
»	QVM/SVM/FCA upfitter certification from chassis manufacturer	AE	
»	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 Ramp, Air Conditioning, Heaters, Seating, ETC, Seat belt under seat retractors and release buckle, Interior wall materials, Flooring and Exterior skin material.	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	
	<b>38.0 GENERAL OPTIONS PRICING</b>	<b>Price</b>	<b>Notes</b>
	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:		
	<b>The following seat options shall reflect the cost difference between the seats specified in 26.2.</b>		
<b>38.1</b>	Seating Options: Priced per seat not per double seat.		
»	Integrated 3pt seat with CRS 225 hook and tether	\$	

DWG # 2022-044 CBS

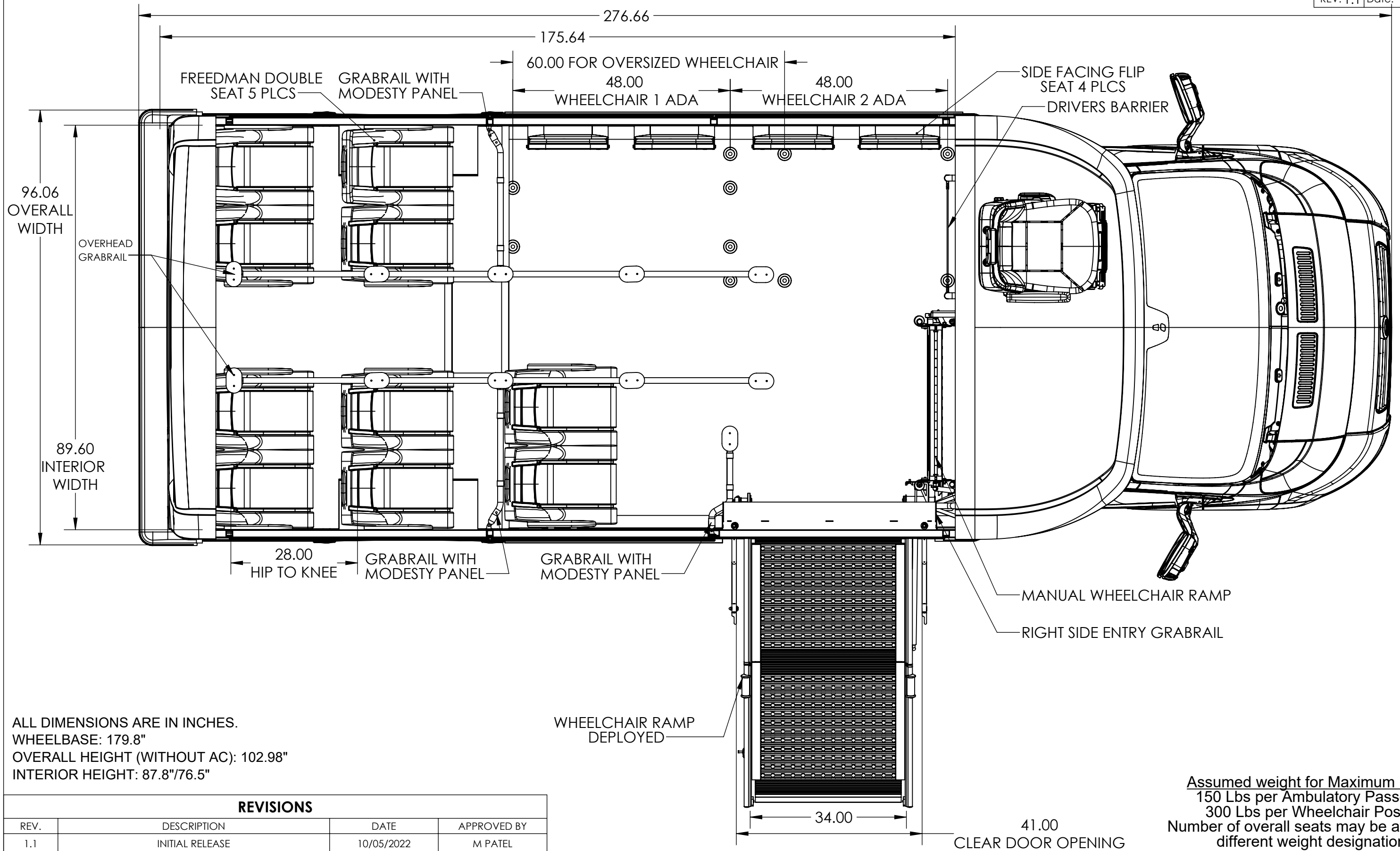
NEW ENGLAND WHEELS, INC.  
33 MANNING ROAD  
BILLERICA MA 01821



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REV: 1.1 Date: 10/05/2022

**CREATIVE BUS SALES - ME DOT FLOORPLAN**



ALL DIMENSIONS ARE IN INCHES.  
WHEELBASE: 179.8"  
OVERALL HEIGHT (WITHOUT AC): 102.98"  
INTERIOR HEIGHT: 87.8"/76.5"

**REVISIONS**

REV.	DESCRIPTION	DATE	APPROVED BY
1.1	INITIAL RELEASE	10/05/2022	M PATEL

Assumed weight for Maximum GVWR  
150 Lbs per Ambulatory Passenger  
300 Lbs per Wheelchair Position  
Number of overall seats may be affected by  
different weight designations.

**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 of 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: 603-402-7025	Fax: 909-465-5529	E-mail: JBorsari@CreativeBusSales.com
Headquarters Street Address:	9365 Counselors Row, Suite 112	
Headquarters City/State/Zip:	Indianapolis, Indiana, 46240	
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:	Mike Shultz - Regional Sales Manager	
Tel: 603-402-7028	Fax: 909-465-5529	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: 10-5-2022

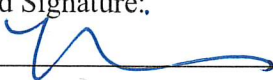
### Debarment, Performance, and Non-Collusion Certification

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: 10-5-2022

**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 220830-047  
Small Cutaway Accessible Low Floor Bus 10+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:**



**Date:** 10-5-2022



**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

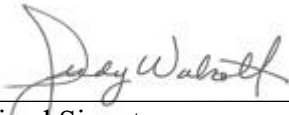
Vehicles must meet Federal noise and exhaust emission standards.

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 10.6.22

Judy Walcott  
Printed name of Person Bidding

  
\_\_\_\_\_  
Authorized Signature

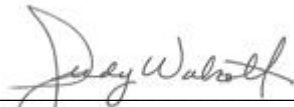
Title Director of Sales & Dealer Management

**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 10.6.22

Judy Walcott  
Printed name of Person Bidding

  
\_\_\_\_\_  
Authorized Signature

Title Director of Sales & Dealer Management

**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.

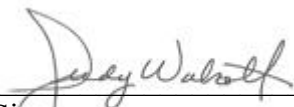
**TVM Certification**

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 10.6.22

Judy Walcott  
Printed name of Person Bidding

  
\_\_\_\_\_  
Authorized Signature

Title Director of Sales & Dealer Management



**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 10.6.22

Judy Walcott  
Printed name of Person Bidding

  
\_\_\_\_\_  
Authorized Signature

Title Director of Sales & Dealer Management

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:

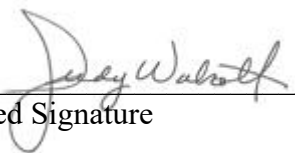
- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first 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 10.6.22

Judy Walcott  
Printed name of Person Bidding

  
Authorized Signature

Title Director of Sales & Dealer Management

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

**FMVSS Compliance Summary for FrontRunner Bus By New England Wheels****Make: New England Wheels****Model: FrontRunner****Class: 15 Passenger Mini Bus****GVWR < 9350 lbs.****NEW ENGLAND WHEELS**

<b>Sr. No</b>	<b>Regulation or Standard</b>	<b>Description</b>	<b>Status A= Applicable N/A= Not Applicable PT= Pass Through</b>	<b>Test Facility: Report # Date:</b>	<b>Compliance Summary Comments</b>
1	FMVSS Compliance Label	Final Stage Manufacturer Label	See Photos of Vehicle and diagram provided	File Name: 1_FMVSS compliance label final stage manufacturer	NA
2	Tire Loading Label		See Photos of Vehicle and diagram provided	File Name: 2_Tire Loading Label	
3	FMVSS 101	Controls and Displays	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
4	FMVSS 102	Transmission control Functions	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
5	FMVSS 103	Windshield Defrosting and Defogging	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
6	FMVSS 104	Windshield Wiping and Washing System	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
7	FMVSS 105	Hydraulic and Electric Brake Systems	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
8	FMVSS 106	Brake Hoses	A- See reports attached	Testing Facility: Stork Twin City Testing Corporation Des Moines IA Report # BRA089-07-17-07108 Date: July 29, 2009 File Name: FMVSS_106_Report_1	Added Brake hose assemblies for the wheelbase extension are compliant with CMVSS 106
9	FMVSS 108	Lighting System and Retroreflective Devices	A- See Photos of Vehicle and diagram provided	File Name: FMVSS_108_1 and FMVSS_108_2	File attached in the email
10	FMVSS 108.1	Alternative Requirements for Headlamps	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
11	FMVSS 110	Tire Selection and Rims for Motor Vehicles with a GVWR of 4536 kg or less	A	File Name : 2_Tire Loading Label	Tire loading label attached to the driver side door jamb
12	FMVSS 111	Mirrors	A	File Name: FMVSS_111_1	We do not alter any of these components
13	FMVSS 113	Hood Latch System	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
14	FMVSS 114	Theft Protection and Rollaway Prevention	NA		
15	FMVSS 115	Vehicle Identification Number	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document and file name VIN Number Location for photos.	We do not alter any of these components
16	FMVSS 116	Motor Vehicle Brake Fluids	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
17	FMVSS 118	Power Operated Window, Partition and Roof Panel Systems	N/A		
18	FMVSS 120	Tire Selection and Rims for Motor Vehicles with a GVWR of 4536 kg or less	N/A		
19	FMVSS 121	Air Brake Systems	N/A	No air brake systems installed	
20	FMVSS 122	Motorcycle Brake Systems	N/A		
21	FMVSS 123	Motorcycle Controls and Displays	N/A		
22	FMVSS 124	Accelerator Control Systems	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
23	FMVSS 126	Electronic Stability Control Systems	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
24	FMVSS 131	School Bus Pedestrian Safety Devices	N/A	Only applicable to the school bus	
25	FMVSS 135	Light Vehicle Brake Systems	N/A	Applicable to Vehicle with a GVWR of 3500 Kilograms or less, Fronrunner GVWR is 4241 Kg	
26	FMVSS 201	Occupant Protection	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
27	FMVSS 202	Head Restraints	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
28	FMVSS 203	Driver Impact Protection and Steering control System	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
29	FMVSS 204	Steering Column Rearward Displacement	N/A	This standard only applies to the vehicle with unloaded weight of less than 5500 lbs (2495 kg) Fronrunner unloaded weight is more than 5500 lbs (2495 kgs) so not applicable	

30	FMVSS 205	Glazing Materials	A	<p>1) Side and Emergency windows glasses Test Facility : Intertek, NY Job Number: 100780047 Date: June 28, 2012 <b>File Name: FMVSS_205_Report_1</b></p> <p>2) Side door glass Test Facility: MPA NRW. Job Number: 410006639 Date: July 16, 2013 <b>File Name: FMVSS_205_Report_2</b></p> <p>3) Side door glass Test Facility: Kraftfahrt-Bundesamt Approval No: 001606 Date: September 25, 2006 <b>File Name: FMVSS_Report_3</b></p> <p>4) Supplement document- window DOT marking detail <b>File Name: FMVSS_Report_4</b></p>	Pass
31	FMVSS 206	Door Locks and Door Retention Components	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
32	FMVSS 207	Anchorage of Seats	A	<p>1) Freedman Seating Test Labs Job Number: 1602AA Date: 2/25/2016 <b>File Name: FMVSS_207_1</b></p> <p>2) Freedman Seating Test Labs Job Number: 1602AC Date: 2-26-2016 <b>File Name: FMVSS_207_2</b></p> <p>3) Freedman Seating Test Labs Job Number: 1602AE Date: 2/25/2016 <b>File Name: FMVSS_207_3</b></p>	Pass
33	FMVSS 208	Occupant Restraint Systems in Frontal Impact	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
34	FMVSS 209	Seat Belt Assemblies	A	1) Conformance certificate from Seat belt supplier for the added seat belts <b>File Name: FMVSS_209_Report_1</b>	
35	FMVSS 210	Seat Belt Anchorages	A	<p>1) Freedman Seat Test Labs Job Number: 1602AC Date: 2/26/2016 <b>File Name: FMVSS_210_Report_1</b></p> <p>2) Freedman Seat Test Labs Job Number: 1602AA Date: 2/25/2016 <b>File Name: FMVSS_210_Report_2</b></p> <p>3) Freedman Seat Test Labs Job Number: 1602AE Date: 2/25/2016 <b>File Name: FMVSS_210_Report_3</b></p>	
36	FMVSS 210.1	User-ready Tether Anchorages for Restraint Systems and booster Seats	N/A		
37	FMVSS 210.2	Lower Universal Anchorage Systems for Restraint Systems and Booster Seats	A	<p>1) Freedman Seat Test Labs Job Number: 1602AB Date: 2/26/2016 <b>File Name: FMVSS_210_2_Report_1</b></p>	
38	FMVSS 212	Windshield Mounting	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
39	FMVSS 213.4	Built-in Restraint Systems and Built-in Booster Seats	N/A		
40	FMVSS 214	Side Impact Protection	N/A		
41	FMVSS 215	Bumpers	N/A		
42	FMVSS 216	Roof Crush Resistance	N/A	This Standard Only applies to the vehicle with GVWR of 2722 Kilograms (6,000 pounds) or less. Frontrunner is except because GVWR is more than 2722 Kilograms (6,000 pounds)	
43	FMVSS 217	Bus Window Retention, Release and Emergency Exits	A	<p>1) Test Facility: Taylor Made Job No: 8252010000 Date: 4/20/2016 <b>File Name: FMVSS_217_Report_1 and FMVSS_217_Report_2</b></p> <p>2) Test Facility: Ventura <b>File Name: FMVSS_217_Report_3</b></p>	Pass
44	FMVSS 219	Windshield Zone Intrusion	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
45	FMVSS 220	Rollover Protection	A	<p>Test Facility: General Testing Laboratories Test No: 7353 Date: 16 Dec, 2015 <b>File Name: FMVSS_220_Report_1</b></p>	Result: Passed
46	FMVSS 221	School Bus Body Joint Strength	N/A	This Standard only applies to school bus.	
47	FMVSS 222	School Bus Passenger Seating and Crash Protection	N/A		
48	FMVSS 223	Rear Impact guards	N/A		
49	FMVSS 301	Fuel System Integrity	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
50	FMVSS 301.1	LPG Fuel System Integrity	N/A	This standard only applies to LPG fuel vehicle so Frontrunner is exempt.	
51	FMVSS 301.2	CNG Fuel System Integrity	N/A	This standard only applies to CNG fuel vehicle so Frontrunner is exempt.	

52	FMVSS 301.3	Fuel System Integrity for Three-wheeled Vehicles and Motorcycles	N/A	This standard only applies to three-wheeled vehicles and Motorcycles	
53	FMVSS 302	Flammability of Interior Materials	A	<p>1) Multiple Reports for the Freedman Seating Company - File Name: FMVSS_302_Report_1 through FMVSS_302_Report_12</p> <p>2) Multiple Reports for the Altro flooring – File Name: FMVSS_302_Report_13 to 15</p> <p>3) Multiple reports for the edge trim from Trimlok File Name: FMVSS_302_Report_16 and 17</p> <p>4) Test Report for interior panel from Medallion plastics File Name: FMVSS_302_Report_18</p> <p>5) Test Report for interior FRP sheet from the sidewall supplier Vlxen Composites File Name: FMVSS_302_Report_19</p> <p>6) Test Report for the ABS wheel well from supplier File Name: FMVSS_302_Report_20</p>	
54	FMVSS 305	Electrolyte Spillage and Electrical Shock Protection	N/A		
55	FMVSS 401	Interior Trunk Release	N/A		
56	FMVSS 500	Low-speed Vehicles	N/A		
57	FMVSS 505	Vehicle Stability	N/A		
58	FMVSS 901	Axles	N/A		
59	FMVSS 903	C-dolly Specifications	N/A		
60	FMVSS 904	C-dolly Hitch Requirements	N/A		
61	FMVSS 905	Trailer Cargo Anchoring Devices	N/A		
62	FMVSS 906	Snowmobile Trailers	N/A		
63	FMVSS 1106	Noise Emissions	PT	Original Chassis OEM's certification not affected. See Incomplete Vehicle Document	We do not alter any of these components
64	FMVSS 1201	Snowmobile Standards	N/A		
65	FMVSS 1202	Snowmobile Cutters	N/A		

Date 10.6.22

Signature 

Company Name New England Wheels, Inc.

Title Dir of Sales & Dealer Mgmt



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

Headquarters

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

August 31, 2021

Judy Walcott, DBELO  
New England Wheels  
33 Manning Road  
Billerica, MA 01821

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2022

Dear Ms. Walcott:

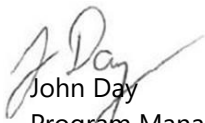
This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received New England Wheels' Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2022 for the period of October 1, 2021–September 30, 2022. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your firm's FY 2022 DBE goal and determined that it complies with DOT's DBE regulations. Your firm is eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your firm's compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2022 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by December 1, 2021. This report should reflect all FTA-funded contracting activity for the second period of FY 2021 (i.e., from April 1 to September 30).

Also note that your FY 2023 DBE goal methodology must be submitted to FTA by August 1, 2022. Any significant updates to the program plan must be submitted to FTA as they occur. If you have any questions, please contact the FTA DBE Team via email at [FTATVMSubmissions@dot.gov](mailto:FTATVMSubmissions@dot.gov).

Sincerely,

  
John Day  
Program Manager  
Office of Civil Rights

**Buy America Calculation for Frontrunner® By New England Wheels, Inc.  
Base Bus 2022**



Sr. No.	Description	Supplier Name	Country Of Origin	Manufacturing Location	Domestic Content U.S.
	<b>Total Vehicle - Frontrunner®</b>	<b>New England Wheels, Inc.</b>	<b>U.S.</b>	<b>Billerica, MA</b>	<b>73.72%</b>

1	Engine/Transmission	Fiat Chrysler of America	Foreign	Mexico	14.43%
2	Lowered Floor Frame	New England Wheels	U.S.	Billerica, MA	9.42%
3	Car/ Body Shell - Bus Structure	New England Wheels	U.S.	Billerica, MA	22.38%
4	Exhaust System	Coxx	Foreign	Netherlands	0.00%
5	Rear Axle/Suspension/Brakes Assmeblies	VDL USA/Coxx	U.S./Foreign	Flowery Br GA/Netherlands	0.99%
6	Front Suspension Assmeblies/ Handbrake	Coxx	Foreign	Netherlands	0.00%
7	Air Compressor and Pneumatic Systems	Multiple Suppliers	U.S./Foreign	Michigan/ Foreign	0.23%
8	Electrical Systems/Wiring Harness	Intermotive/Specialized Harness	U.S.	Auburn, CA/El Paso TX	1.82%
9	Air Condition/Heater Assembly	ProAir llc	U.S.	Elkhart, IN	4.80%
10	Passenger Seats	Freedman Seating	U.S.	Chicago, IL	3.37%
11	Windows	Taylor Made Glass	U.S.	Kendallville, IN	2.91%
12	Entrance Door Assemblies	A&M	A&M	Elkhart, IN	1.98%
13	Interior/Exterior Lighting /Switches	Multiple Suppliers	Foreign	Foreign	0.00%
14	Rear Bumper Assembly	TRU FORM	U.S.	Elkhart, IN	0.43%
15	Wheel Chair Ramp	M Power Engineering	U.S.	Tarzana CA	2.56%
16	Wheelchair Restraints/ Mounting	Q'Straint	Q'Straint	Oakland Park, FL	2.54%
17	Grabrail Assemblies	Marson Internationals	U.S.	Elkhart, IN	0.56%
18	Destination Sign Assemblies	Hanover	U.S.	ELK Grove Village, IL	0.00%
19	Camera System	SEON	Waiver	Waiver	0.00%
20	Bus Graphics	DGI	U.S.	North Billerica, MA	0.00%
21	Miscellaneous Items	Multiple Suppliers	N/A	N/A	5.31%





