

State of Nebraska - INVITATION TO BID CONTRACT

Date	3/16/23	Page	1 of 2
Solicitation Number	6764 OF		
Opening Date and Time	01/06/24 2:00 pm		
Buyer	ROBERT TAYLOR (AS)		

DESTINATION OF GOODS
 DEPARTMENT OF TRANSPORTATION
 5001 S 14TH ST
 PO BOX 94759
 LINCOLN NE 68509-4759

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

X NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2023 or Current Production Year Ford Transit XLT Rear Lift All Wheel Drive (AWD) Transit Vans to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(02/16/23 RT)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	2023 OR CURRENT PRODUCTION YEAR FORD TRANSIT XLT REAR LIFT, ALL WHEEL DRIVE (AWD) TRANSIT VANS WITH DUAL TIRES	50.0000	EA	<u>84657</u>	<u>4,232,850.00</u>

MAKE: Master's Specialty Vehicles, LLC


MODEL NAME/NUMBER: Ford Transit U5X

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 0 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within _____ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here


 (Authorized Signature Mandatory – Form must be signed manually in ink or by DocuSign)

Enter Contact Information Below

VENDOR# 945065
 VENDOR: Master's Transportation, Inc
 Address: 5535 Arbor Rd.
Lincoln, NE 68514

Contact Mike Baumgartner
 Telephone 308-440-5006
 Email mbaumgartner@masterstransportation.com

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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	OPTIONS: ***BIDDERS MUST PROVIDE LITERATURE FOR EACH "OPTION" LINE-ITEM BID***				
2	FEDERAL MOTOR VEHICLE SAFETY STANDARD (FMVSS) (CRS) CHILD RESTRAINT SYSTEM (CRS) WITH ONE LATCH HOOK PER DOUBLE SEAT (HOOK TO BE INSTALLED ON PASSENGER SEAT NEAR THE VEHICLE WALL).	50.0000	EA	<u>150</u>	<u>\$7,500</u>
3	REMOVAL OF AMBULATORY PASSENGER SEAT (DEDUCT)	50.0000	EA	<u>-555</u>	<u>-\$27,750</u>
4	REPLACEMENT OF REAR PASSENGER DUAL INTEGRATED CHILD SEAT	50.0000	EA	<u>NA</u>	<u>See Below</u>
5	REAR PASSENGER DUAL INTEGRATED CHILD SEAT, EACH WITH AN INFANT LATCH HOOK, UNDER SEAT RETRACTOR SEAT BELT AND ONE (1) FLIP-UP ARMREST	50.0000	EA	<u>2520</u>	<u>\$126,000</u>

MAKE: Freedman

MODEL NAME/NUMBER: ICS Seat

ICS seats are not called out in the base spec. ICS seats are optional only.

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II. TERMS AND CONDITIONS

Vendors should complete Section II through VI as part of their bid. Vendor is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Vendor should also provide an explanation of why the Vendor rejected the clause or rejected the clause and provided alternate language using "Track Changes". Upon request an electronic copy of the bid with "Track Changes" must be submitted in an editable Word format. By signing the solicitation, Vendor is agreeing to be legally bound by all the accepted Terms and Conditions, and any proposed alternative Terms and Conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Vendor fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the solicitation. The State reserves the right to reject bids that attempt to substitute the Vendor's commercial contracts and/or documents for this solicitation.

The Vendor should submit with their bid any license, user agreement, service level agreement, or similar documents that the Vendor wants incorporated in the Contract. Upon notice of Intent to Award, the Vendor must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Vendor's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together; and,
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

The contract resulting from this solicitation shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Vendor's bid;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Vendor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

The Vendor and the State shall identify a contract manager who shall serve as the POC for the executed contract. Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered via email, personally, or by U.S. Mail. Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

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C. PCO REPRESENTATIVE

The State reserves the right to appoint a PCO Representative to manage or assist the PCO in managing the contract on behalf of the State. The PCO Representative will be appointed in writing, and the appointment document will specify the extent of the PCO Representative authority and responsibilities. If a PCO Representative is appointed, the Vendor will be provided a copy of the appointment document and is expected to cooperate accordingly with the PCO Representative. The PCO Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all Terms and Conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

F. SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product which meets or exceeds original specifications and is the same or lesser price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

G. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The SPB may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

H. NOTICE OF POTENTIAL VENDOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**INVITATION TO BID
Number 6764 OF**

I. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30)-calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered through email. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach **OR** in case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

J. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

K. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining Terms and Conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

L. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

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2. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this contract, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this contract to the extent provided by law.

M. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other party prevails.

N. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld. The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

O. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this contract. The Terms and Conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The Terms and Conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

P. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

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Q. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 USC 552a. Specifically, 5 USC 552a (i)(1), which is made applicable by 5 USC 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

R. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon 30 calendar day's written notice to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
 - g. Vendor intentionally discloses confidential information;
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

**INVITATION TO BID
Number 6764 OF**

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

It is agreed that the Vendor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights, or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Vendor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Vendor warrants that all persons assigned to the project shall be employees of the Vendor or a Subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law;
3. Damages incurred by Vendor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Vendor's bid. The Vendor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or Subcontractor employee.

Vendor shall insure that the Terms and Conditions contained in any contract with a sub-contractor does not conflict with the Terms and Conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Nebraska Secretary of State website at [Microsoft Word - attestation_form.lor's_version.docx \(nebraska.gov\)](#)

If required, the completed United States Attestation Form should be submitted with the solicitation response.

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2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

Vendor may be required to work with or in close proximity to other vendors or individuals that may be working on the same or different projects. The Vendor shall agree to cooperate with such other vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and Terms and Conditions submitted in the bid shall remain fixed and valid commencing on the opening date of the bid through the first one hundred eighty (180) days of the contract.

Any Price Increase Request must be submitted, in writing to SPB a minimum of thirty (30) days prior to the proposed effective date of increase and be accompanied by supporting documentation.

1. Several forms of justification documentation may be required by the State to authenticate the increase;
2. Failure to supply any requested justification documentation may be grounds to cancel the contract;
3. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State;
4. No price increases shall be billed to any State Agencies prior to written Amendment of the contract by the parties;
5. The State will be given full proportionate benefit of any decrease for the term of the contract; and,
6. Contract supplier(s) may honor pricing and extend the contract to political sub-divisions, cities, and counties as long as the Contract Terms and Conditions are met.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any bid where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

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H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. NOTICE OF POTENTIAL VENDOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

If Vendor breaches the contract or anticipates breaching the contract the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

K. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

By submitting a bid, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this ITB.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its bid a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

L. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

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The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods and services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Vendor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Vendor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

O. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

P. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

Q. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse Customer the fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

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IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. § 81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor’s equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State’s obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative Response (Initial)	NOTES/COMMENTS:
MB			

The State shall have the right to audit the Vendor’s performance of this contract upon thirty (30) days written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor’s place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the

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Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will vendor be required to create or maintain documents not kept in the ordinary course of vendor's business operations, nor will vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within 90 days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

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V. SCOPE OF WORK

The Vendor must provide the following information in response to this solicitation.

A. SCOPE

It is the intent of this bid to establish a contract to supply **2023 or Current Production Year Ford Transit XLT Rear Lift All Wheel Drive (AWD) Transit Vans** per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four (4), one (1) year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the **2023 or Current Production Year Ford Transit XLT Rear Lift All Wheel Drive (AWD) Transit Vans** whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Vendor may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

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VI. TECHNICAL SPECIFICATIONS

A. VENDOR INSTRUCTIONS

Vendor must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Vendor to qualify for the award.

“YES” response means the Vendor guarantees they can meet this condition.

“NO” response means the Vendor cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the “NOTES/COMMENTS” section explaining in detail any deviation from the Vendor’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition.

Alternative responses must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Vendor’s alternative is an acceptable alternative.

B. MANUFACTURER’S MINIMUM SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Because the Ford Motor Company had not released their complete line of Minimum Specifications at the time these specifications were defined, the Minimum Specifications are based off the Manufacturer’s 2022 specifications.
NOTES/COMMENTS:			

C. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
X			2. It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Vendor.
X			3. No interpretation related to the meaning of solicitation specifications or other pre-bid documents will be made orally to any Vendor by the State.
X			4. The Vendor must submit any solicitation interpretation in writing to SPB via the following ShareFile link: https://nebraska.sharefile.com/r-r127a26ed662440ee9facec2e361d8017 by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

D. CODE OF FEDERAL REGULATIONS FMVSS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The Code of Federal Regulations mentioned in this Section are in addition to the specifications contained in this ITB.
X			2. All vehicles bid must meet the guidelines established in the Code of Federal Regulations, Title 49, Subtitle B, Chapter V, Part 571 FMVSS found at the following link: https://www.ecfr.gov/current/title-49/subtitle-B/chapter-V/part-571?toc=1

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NOTES/COMMENTS:

E. MOTOR VEHICLE INDUSTRIES REGULATION ACT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<ol style="list-style-type: none"> 1. All Vendors must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid. Bids will only be accepted from Vendors who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.
NOTES/COMMENTS:			

F. MISCELLANEOUS SPECIFICATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<ol style="list-style-type: none"> 1. The manufacturer of the vehicle body must be certified to be in compliance with Quality Standards of the ISO 9001:2000 with regard to the sale, design, and Manufacturer of the vehicle.
✓			<ol style="list-style-type: none"> 2. Bidder must provide proof that the Manufacturer is ISO certified by submitting a copy of the manufacturer's ISO Certification with their bid or before award.
✓			<ol style="list-style-type: none"> 3. Must provide public transportation in light transit or paratransit service for ambulatory, non-ambulatory, physically, and mentally handicapped passengers primarily in rural and small urban areas.
✓			<ol style="list-style-type: none"> 4. Must operate in ambient temperatures ranging from -25° to +115° F for extended periods of time.
NOTES/COMMENTS:			

G. DIMENSIONS AND CAPACITY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<ol style="list-style-type: none"> 1. GVWR shall be a minimum of 10,360 lbs. and have a payload of 3,100 lbs. for each wheelchair space provided.
			<ol style="list-style-type: none"> 2. Must accommodate the following combinations: <ol style="list-style-type: none"> a. The driver b. A wheelchair lift c. A minimum of two (2) passengers seated in standard wheelchairs. d. A minimum of six (6) ambulatory passengers seated in regular seats with two (2) passengers seated in standard wheelchairs on board. e. A minimum of nine (9) ambulatory passengers without passengers in wheelchairs.
✓			
✓			
✓			
	✓	Won't Fit-See Floor Plan	
✓			
✓			<ol style="list-style-type: none"> 3. The Interior Headroom measured from floor to ceiling shall be a minimum of 56" for the first row of seating and a maximum of 66" for any row of seating.
✓			<ol style="list-style-type: none"> 4. The Interior width of the vehicle shall be a minimum of 60" an a maximum of 70".
✓			<ol style="list-style-type: none"> 5. The Exterior width, excluding exterior mirrors, shall be 83.7".
✓			<ol style="list-style-type: none"> 6. The exterior height, including the safety vent, shall be a minimum of 107.7".

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✓			7. A "Vehicle Clearance Sticker" indicating the maximum height of the vehicle in feet and inches shall be affixed in the interior of the vehicle, above the windshield and located where it is easily viewed by the driver.
✓			8. The Wheelbase shall be a minimum of 147.6"
✓			9. The overall length of the vehicle shall be a minimum of 240" and a maximum of 264".
✓			10. All entry stairs shall be a maximum of 12" above ground level.
✓			11. Any subsequent stair risers shall be a maximum of 10".
NOTES/COMMENTS:			

H. CHASSIS AND RELATED SYSTEMS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. 2023 or Current Production Year unibody van chassis with GVWR of 10,360 lbs.
✓			2. The minimum Engine size is 3.5L V6 gasoline turbocharged.
✓			3. Manufacturer's heavy duty, increased capacity coolant system for protection to 30 degrees below zero Fahrenheit.
	✓	Power Tilt NA from Ford	4. Manufacturer recommended power tilt steering wheel with cruise control.
✓			5. Steering wheel with cruise control.
✓			6. Manufacturer's recommended power service brakes designed for the GVWR of the vehicle.
✓			7. Equipped with climate control, engine cooling systems, oils, greases, and fluids used in subsystems of the vehicle and wheelchair lifts
✓			8. Automatic Transmission.
✓			9. Manufacturer's recommended differential gear ratio.
✓			10. Both front and rear heavy-duty shock absorbers are required.
			11. Tires:
✓			a. To be equipped with two (2) front and two (2) dual rear matching radial tires for a total of six (6) tires designed for the GVWR of the vehicle.
✓			b. The inner dual rear wheels are to be equipped with a solid brass air valve extension or braided stainless steel "live stem" air valve extension hose with a minimum rating of 120 psi, to be held together with securement clamps.
✓			c. Valve extensions should not extend beyond the outer edge of the rim of the outside dual rear wheels.
			12. Wheels:
✓		6 Wheels	a. To be equipped with four (4) matching minimum 16" minimum wheels.
✓			b. Wheels may be steel.
✓			c. The color of all wheels shall be compatible to the exterior color of the vehicle.
✓			13. The fuel tank shall be a minimum of 25 gallons.
✓			14. Manufacturer's standard bumper.
✓			15. Front tow hooks required.
✓			16. An auto-throttle system capable of sensing when the electrical current draw exceeds alternator output and increases the engine idle RPM while the vehicle is stationary.
✓			17. Alternator shall be a minimum of 130 amperes.

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✓			18. Manufacturer's heavy-duty dual batteries
✓			19. Back-up alarm required.
✓			20. Manufacturer's original equipment Back-up Camera with standard monitor.
✓			21. Front and rear rubber mud flaps required.
✓			22. The vehicle shall have street side exhaust system, which exits from the left side of vehicle, behind the rear axle and a minimum of 3" ahead of the rear bumper.
✓			23. If the vehicle's exhaust system should run closer than 8" to the fuel tank it must have metal heat shields or clamp on heat shield jacket between the exhaust and fuel tank.
✓			24. The vehicle shall be equipped with leaf spring rear suspension.
NOTES/COMMENTS:			

I. AUXILIARY SYSTEMS, MISCELLANEOUS PARTS, AND ACCESSORIES

YES	NO	NO & PROVIDE ALTERNATIVE	
	✓	OEM Ford Lighting	1. The exterior lighting system shall conform to the requirements of FMVSS No. 108 and 49 CFR Part 38 Subpart B 38.31 .
			2. Interior Lighting:
	✓	OEM Ford Lighting	a. The interior lighting system shall provide bright floor surface illumination in the entryway, when required.
	✓	OEM Ford Lighting	b. A separate overhead lamp shall be provided for the driver's use.
✓			c. All lamps shall operate with or without the engine running.
✓			d. The entrance steps shall automatically illuminate whenever the entrance doors are open, day or night, and conform to 49 CFR Part 38 Subpart B 38.31 .
✓		OEM Ford	3. Emergency flashers shall utilize turn signal bulbs in lieu of the brake light bulbs, so the emergency flashers will work when the brake pedal is depressed.
✓			4. The controls for both the heater and air conditioner shall be easily accessible to the driver while seated with seat belts fastened.
			5. Heating and Defrosting System:
✓			a. Shall have at least one (1) heating unit.
✓			b. Shall have adjustable controls.
✓			c. Includes windshield defrosting and defogging system.
✓			6. Factory installed, individually adjustable, output Air Conditioning System.
✓			7. Equipped with Climate control.
✓			8. Dual, electrically driven wipers and washers shall be furnished with intermittent wipe and washing fluid reservoir shall have a minimum capacity of one (1) quart.
	✓	OEM Ford	9. The Rearview Mirrors shall conform to the requirements of FMVSS 571.111 .
✓			10. Fully adjustable driver's interior sun visor which shall not interfere with the driver's view of the rearview mirrors.
✓			11. OEM horn.
	✓	OEM Ford	12. Instrumentation shall include an oil pressure gauge, a coolant temperature gauge, a charge indicator with graduated charge-discharge scale, and an engine hour meter.
			13. Radio and Speaker System:

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	✓	OEM Ford	a. A ten (10)-watt minimum power output, push-button AM-FM stereo clock radio shall be provided.
✓			b. The radio should be OEM, have Bluetooth connectivity and at least two (2) USB ports.
✓			c. A minimum of four (4) speakers shall be included. Two (2) speakers in the front of the van and two (2) speakers in the rear.
✓			14. A blind spot system shall be provided.
NOTES/COMMENTS:			

J. EMERGENCY EQUIPMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. A 12-unit first aid kit, including instructions for contents shall be securely mounted in a location easily accessible to the driver while seated with seat belt fastened.
✓			2. A UL approved fire extinguisher, minimum of five (5) lbs. with a minimum total rating of 2A, 10-B:C or UL Equivalent, shall be bracket mounted in a location easily accessible to the driver while seated with seat belt fastened
✓			3. A kit of three (3) folding bi-directional emergency reflective triangles which conform to the requirements of FMVSS No. 125 shall be provided.
✓			4. A dual purpose, safety, low profile, exterior roof vent which has an exterior maximum height of 2" above the vehicle roof, near the middle of the passenger compartment and mounted per manufacturer guidelines
✓			5. Roof Hatch shall include gasket to seal out moisture.
✓			6. Bloodborne Pathogens Kit shall contain latex gloves, CPR mask, goggles, apron, disinfectant wipes, absorbent and scoop, and an I.D. tag and red plastic bag at a minimum.
NOTES/COMMENTS:			

K. INTERIOR FLOORING & SURFACES

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. All materials used in the passenger compartment, including upholstery, padding, floor covering, and insulation shall conform to the requirements of FMVSS No. 302 .
✓			2. Materials that emit toxic gases as byproducts of combustion shall not be used.
✓			3. Floor covering shall be slip resistant exceeding the ADA minimum slip resistance standard rating of .06 static coefficient of friction, under dry or wet conditions.
	✓	Modular Flooring	4. Floor covering shall be constructed with aluminum oxide, silicon carbide, quartz and optional PVC chip blended throughout a high-quality vinyl wear surface (top coating is not acceptable).
	✓	Modular Flooring	5. Backing to be polyester cellulose material with fiberglass fiber reinforced center scrim for additional durability.
	✓	Gerflor / Black	6. Floor covering shall be Meta 2.2 mm or greater, color TFM22903 Storm by Altro Transflor or Equivalent.
	✓	Modular Flooring	7. The entire floor will be a uniform thickness throughout the vehicle, eliminating the need for ribbed surfaces.
	✓	Modular Flooring	8. Seams are to be heat welded to provide a permanent waterproof seal against water penetration.
	✓	Modular Flooring	9. All trim edges (if used) are to be sealed by heat welding or with mastic/caulk by the manufacturer's instructions before installation.
	✓	OEM Ford	10. Floor covering is to be installed on the passenger entrance steps and risers according to the manufacturer's recommendations.
	✓	Modular Flooring	11. Step edging shall be yellow vinyl step nosing installed according to the floor covering manufacture's recommendations.

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✓			12. Those interior surfaces that are not padded or covered with a decorative vinyl surface shall be appropriately primed and finished with a top-quality Acrylic enamel.
	✓	OEM Ford	13. Color of paint and other interior finishing materials shall match the vehicle's exterior finish.
NOTES/COMMENTS:			

L. MODULAR TRACK FLOORING

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Flooring shall be installed to include a series of longitudinal, parallel floor mounted, high-strength tracks/slots which are embedded into an FMVSS 302 compliant base.
✓			2. The flooring system must allow for the rapid movement or removal of FMVSS 207 and 210 compliant ambulatory seating as well as "L" style wheelchair tie downs.
✓			3. Tracks must provide incremental position options for tie-downs and seats.
✓			4. Seat latching system must be provided with a redundant, secondary mechanism to reduce the risk of unintended unlatching of the seat.
✓			5. Vehicle modifier (Bidder) shall provide documentation of "in-vehicle" testing performed on the floor system that complies with all FMVSS regulations pertaining to seat installation and wheelchair securement devices.
	✓	Pareto Floor Aluminum Flooring	6. Floor shall be primed and adhered/connected to the primed vehicle metal floor using bolts connected to the chassis or using of a moisture curing and appropriate strength adhesive.
✓			7. All edges will be properly sealed to prevent entrance of moisture.
	✓	Pareto Floor-Aluminum	8. Steel elements of the flooring system must be plated with a zinc chromate finish, thus providing maximum strength and corrosion resistance.
			9. Anti-corrosion Treatment:
✓		OEM Ford	10. All interior and exterior metal body components, including the interior body panels and posts, are to be covered by insulation or trim materials and protected against corrosion by bonderizing or an Equivalent process.
	✓	OEM Ford	11. All nuts, bolts, clips, washers, clamps, and like fasteners shall be plated or phosphate-coated to prevent corrosion.
	✓	OEM Ford	12. The ceiling and all interior walls of the vehicle shall contain thermal and acoustic insulation with a minimum R-5 rating, and be moisture proof.
	✓	OEM Ford	13. The entire body/frame under-structure of the vehicle shall be undercoated with nonflammable, resin-type material, polyoleum, or the Equivalent.
NOTES/COMMENTS:			

M. EXTERIOR FINISH

YES	NO	NO & PROVIDE ALTERNATIVE	
	✓	OEM Ford	1. All exterior metal body components are to be covered by insulation or trim materials and shall be protected against corrosion by bonderizing or an Equivalent process.
✓			2. The exterior color shall be white.
✓			3. Exterior surfaces shall be properly cleaned and primed prior to paint application.
✓			4. Paint shall be applied smoothly and evenly free of dirt, runs, orange peel, and any other imperfections.
✓			5. Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted.
✓			6. The Vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired.

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NOTES/COMMENTS:

N. WINDSHIELD AND WINDOWS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. All glazing materials shall conform to the requirements of FMVSS No. 205 .
✓			2. OEM standard all-around, fixed windows shall be furnished.
NOTES/COMMENTS:			

O. DOORS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The front passenger entrance door shall be a conventional/regular door.
✓			2. The driver entrance door shall be a conventional/regular door with roll-down window and exterior key lock.
✓			3. A full-length OEM driver's side running board to support a minimum of 325 lbs. shall be provided.
✓			4. A full-length length OEM passenger door running board to support a minimum of 325 lbs. shall be provided.
✓			5. A sliding door with a minimum opening width of 51.2" and a minimum opening height of 63".
			6. Rear Doors:
✓			a. The rear door shall be split-type, outward-opening doors.
✓			b. Both rear doors shall be fitted with latching mechanisms to secure each door when closed.
✓			c. One rear door shall have a locking latch which allows both doors to be securely locked when closed.
NOTES/COMMENTS:			

P. SEATS AND AISLE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. OEM Standard Driver and Front Passenger Seats:
	✓		a. To have two (2)-way mechanical adjustable lumbar support.
	✓		b. To have four (4)-way adjustable headrests.
✓			c. Adjustable flip-up armrests on both sides of seats.
✓			2. All seatbelt assembly and seatbelt anchorages shall conform to the requirements of FMVSS 209 and FMVSS 210 .
			3. Nine (9) Rear Passenger Seats:
✓			a. All cloth Freedman Featherweight rear passenger seats.
✓			b. Color of rear passenger seat fabric shall be NPF by CMI Enterprises #831 Pinwheel Mono Blue or Equivalent treated with an anti-microbial coating such as Nanocide.

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✓			c. Grab handles positioned on top of mid-back or mid-hi seats.
	✓	Not Available	d. Lumbar support fit on mounting track.
✓			e. Back height of seats shall be a minimum of 22" from the top of the seat cushion.
✓			f. Each passenger seating position shall be equipped with an under seat retractor seat belt assembly and belt anchorages that conform to the requirements of FMVSS Nos. 209 and FMSS 210 .
✓			g. The horizontal distance from the back of one seat to the front of the seat cushion directly behind the back of said seat or other obstruction shall be no less than 10".
	✓	Armrest on Right Side	h. Five (5) seats shall have adjustable flip-up armrests on left side of the seat.
	✓	8 Seats	i. Four (4) seats shall have adjustable flip-up armrests on the right side of the seat.
✓		8 Seats	j. Flip-up US armrests shall be installed on each seat as follows: Five (5) seats shall each have one (1) left-side armrest. Four (4) seats shall each have one (1) right-side armrests.
	✓	See Floor Plan	k. Seat mountings must be compatible with the flooring specifications described in Subsection I-INTERIOR FINISH.
			1. Optional Infant Seat Latch Hook:
			a. One (1) of the rear seats shall additionally be fitted with infant seat latch hooks compliant with FMVSS 213 and 225 and be installed on the wall side of the passenger seats.
			2. Optional Dual Integrated Child Seat Configurations:
	✓	All Seats Quick Release Singles	a. The removal of the nine (9) rear passenger seats and replacing them with five (5) dual integrated child seats with companion seat to provide seating for up to 10.
✓			b. One (1) flip up armrest.
✓		3PT Seat	c. Under seat retractor seatbelts.
✓			3. There must be at least two (2) potential wheelchair positions, each a minimum of 30" wide and 48" long while accommodating six (6) additional seated passengers.
NOTES/COMMENTS:			

Q. WHEELCHAIR ACCOMMODATION

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Wheelchair Lift:
✓			a. A 12-volt, fully automatic, electrohydraulic, or electromechanical, folding platform wheelchair lift with a design load of 800 lbs. shall be installed inside the rear passenger door.
✓			b. The platform lift shall be certified by the manufacturer to meet the requirements of FMVSS 49 CFR Part 38 .
✓			c. Please specify the brand name and model number of the lift being bid in the "NOTES/COMMENTS" section below.
✓			d. When in the stowed configuration, all parts of the lift shall be completely housed within the vehicle.
✓			e. The platform shall measure a minimum of 34" wide by 51" long.
✓			f. The platform shall be equipped with a hydraulic powered automatic outboard roll stop.
✓			g. The platform shall rise and descend smoothly while bearing a maximum load of 800 lbs. in ambient temperatures of -25° to +115° F.

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✓			h. The entire lift electrical system shall be protected by a master circuit breaker.
✓			i. Maximum operating current shall not exceed 180 amps.
✓			j. Lift control switches shall be clearly labeled and housed in a hand-held, weatherproof switch box.
✓			k. The switch box shall provide remote control of all lift functions.
✓			l. The switch box shall be connected to the end of a coiled, retractable electrical cable.
✓			m. There shall be two (2) mounting areas to secure the handheld control box when vehicle is not in use:
✓			i. One (1) to provide access from within the vehicle.
✓			ii. One (1) to provide access from outside the vehicle when lift doors are open.
✓			n. All lift controls shall be clearly labeled.
✓			o. Wheelchair lift and installation shall comply with FMVSS 403 and 404 .
			2. Wheelchair Lift Mount:
✓			a. The mounting system must comply with FMVSS 404 in fully retracted and fully extended positions.
			3. Wheelchair Securement:
✓			a. Each wheelchair position shall be equipped with an auto-tensioning, auto locking retractor style restraint system that allows for final tightening of the securement.
✓			b. The restraint must be quick attach and quick release.
✓			c. The securement system must meet the requirements of FMVSS DOT 49 CFR Part 38 and WC 18 .
✓			d. The securement system shall be installed according to the manufacturer's specifications.
✓			e. The securement system items should be produced by Q'STRAIT/Sure-Lok.
	✓	Q'Straint Tested and Offered	f. Securement system shall be Kit No. AL812S-4C-7 and contain the following:
	✓	Q'Straint Tested and Offered	i. Four (4) - AL800855S auto-tensioning retractors with L track fitting, tightening knobs, stud fitting and J hook.
	✓	Q'Straint Tested and Offered	ii. One (1) - AL700868-4 occupant restraint buckle connector assembly with stud fitting.
	✓	Q'Straint Tested and Offered	iii. One (1) - AL700771 fixed-point mount occupant restraint retractor with height adjuster and stud fitting.
	✓	Q'Straint	g. 8705 Web Cutter.
	✓	Q'Straint	h. FE200750 Quick Strap – four (4) per position.
	✓	Q'Straint	i. FE2001145 Storage Container for the wheelchair tie downs shall be anchored to the side wall and the bottom of the bag is to be a minimum of 15" above the floor.
	✓	On Line Training Only	j. SLCE03 Training Program CD (one (1) per vehicle).
	✓		k. 96" long AL700842 Sure-Lok Integrated Lap Belt to be provided.
✓			l. An L-Track must be installed along the length of each side wall above the window to accommodate the adjustment of the occupant restraint.
✓			4. At least one (1) grab handle each shall be provided on the sides of the driver door and both passenger side doors.

NOTES/COMMENTS:

Braun model# NCL919IB-2 Side Lift-800 lbs Capacity with a 34"x 51" Platform

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R. ACCEPTABLE BRANDS

YES	NO	NO & PROVIDE ALTERNATIVE	
	X		1. Products proposed must be the brand AND model numbers as specified on each line of the Solicitation Document. The State will not be accepting alternatives to the brands specified 2023 or Current Production Year Ford Transit XLT.
X			2. Equipment proposed shall be the latest current models in production as of the date of the solicitation and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below.
X			3. Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL equipment proposed.
X			4. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. 2023 or Current Production Year Ford Transit XLT bid must meet or exceed the following requirements.
NOTES/COMMENTS:			

S. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity.
X			2. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract.
X			3. Vendor shall not impose minimum order requirements.
X			4. Annual Estimated Usage is 50 units.
NOTES/COMMENTS:			

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T. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The Vendor shall, upon request, by the SPB, as determined by the State provide a usage report, of specified time period, of this contract by State agencies and political subdivisions. Information will include Agency name, item, and dollar amount. Information may be requested at any time.
NOTES/COMMENTS:			

U. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
	✓		1. Delivery desired within 160 days after receipt of order(s).
✓			2. Quoted deliveries beyond 160 days ARO may be an award consideration.
NOTES/COMMENTS: Delivery will be 160 days from receipt of chassis.			

V. DELIVERY LOCATIONS / INSTRUCTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. All vehicles shall be delivered FOB Destination to the location on the purchase order in accordance with the Delivery Schedule shown on the purchase order.
			2. NDOT DELIVERY LOCATION/INSTRUCTIONS:
X			a. All orders placed by NDOT should be delivered to: Nebraska Department of Transportation 5001 S 14 th Street Lincoln, NE.68502
X			b. Deliveries shall be made between 8:00 a.m. and 3:00 p.m. Central, Monday through Friday, except Saturdays, Sundays, and all State and Federally observed holidays.
X			c. All NDOT deliveries must be scheduled with the Agency Representative.at least two (2) working days before the vehicle(s) is delivered.
X			d. A maximum of five (5) vehicles may be delivered at one time. No other vehicles may be delivered until previous vehicles have passed inspection.
X			3. All order deliveries for <u>Agencies other than NDOT</u> must be scheduled with the ordering Agency Representative.
X			4. Vehicles are to be road ready, fully equipped, serviced, and washed with the equivalent of a ½ tank of gasoline upon delivery to final destination.
			5. Odometer Mileage:
X			a. Vehicles purchased within a 200-mile radius of Lincoln should show less than 200 miles on the odometer when delivered.
X			b. Vehicles purchased outside the 200-mile radius of Lincoln should show less than 450 miles on the odometer when delivered.
X			6. The original manufacturer's statement of origin or original title, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
X			7. Vehicles will not be accepted if all paper work is not with the vehicle at the time of delivery.
NOTES/COMMENTS:			

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W. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Orders will be placed either by, phone, e-mail, or Internet (if available and not to the exclusion of the other methods).
X			2. The Vendor shall provide the order number to the Agency Representative within five (5) business days after the Purchase Order has been received. The Vendor shall email, fax, or mail this information to the purchasing Agency.
X			3. Items not listed on the contract, but are required for the ordering Agency's business needs, may be added to the purchase order to complete the purchase of the vehicle. Please contact the awarded bidder for pricing.
X			4. Purchase orders issued from the resulting contract(s) may specify prospective delivery dates due to Agency operational needs and budget.
X			5. Upon acceptance of the purchase order, the Vendor agrees to abide by any such prospective delivery date.
X			6. All orders must reference a purchase order number.
X			7. The purchase order number must be referenced on the packing slip.
NOTES/COMMENTS:			

X. INVOICES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Invoices shall include, at the least, Make & Model of Vehicle, the VIN, key number and State of Nebraska purchase order number.
X			2. The purchase order number must be referenced on the invoice.
X			3. Invoices are to be sent to the "Invoice to" address on the purchase order.
X			4. Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment.
X			5. The Terms and Conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.
NOTES/COMMENTS:			

Y. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Product quality must meet specifications and be consistent for the term of the contract. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
	X	Unable to guarantee Delivery Date	2. A guarantee of satisfactory performance by the vendor and meeting delivery dates are an integral part of the purchase contract resulting from this bid invitation.

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X			3. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
NOTES/COMMENTS:			

Z. AUTHORIZED DEALER

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. To the extent required by the manufacturer, the Vendor shall be an authorized dealer.
X			2. Vendor may be required to substantiate that he/she is an authorized dealer.
X			3. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.
NOTES/COMMENTS:			

AA. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
X			2. The Vendor warrants for a period of one (1) year from the date of Acceptance that:
X			a. The products perform according to all specific claims that the Vendor made in its response to the solicitation;
X			b. The product is suitable for the ordinary purposes for which such Product is used;
X			c. The product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment;
X			d. The product is designed and manufactured in a commercially reasonable manner; and
X			e. The product is free of defects.
X			3. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor.
X			4. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made.
X			5. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.
X			6. Complete warranty and after-sales service must be available in Nebraska for the vehicle and all installed subsystems, including air conditioning systems, wheelchair lifts, etc.
NOTES/COMMENTS:			

Federal Clauses

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all 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), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials⁴⁴ are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers:

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a. When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 1. applying the domestic content procurement preference would be inconsistent with the public interest;
 2. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 3. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [\[link to awarding agency web site with information on currently applicable general applicability waivers\]](#).

Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives⁴⁶—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); 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.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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 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. 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.

3. 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.

4. 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. § 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.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—

1) "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. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "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 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air 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]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO 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.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND 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 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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be

an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

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

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

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

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

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VIOLATION AND BREACH OF CONTRACT

Disputes:

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

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

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

Remedies:

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

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, John D. Goodbrake hereby certify
(Name and title of official)

On behalf of Master's Transportation, Inc. that
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. 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.

Name of Bidder/Company Name: Master's Transportation, Inc.

Type or print name: John D. Goodbrake, President

Signature of authorized representative:  Date 3 / 8 / 23

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

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

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR 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 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. 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,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is 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 the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,,
 2. Is for audit services, or,
 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Master's Transportation, Inc.

Signature of Authorized Official:  Date 3 / 6 / 23

Name and Title of Contractor's Authorized Official: John D. Goodbrake, President

BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 U.S.C 5318(e) and FTA's implementing regulation at 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

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 U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Name of Bidder/Company Name: Master's Specialty Vehicles

Type or print name: Monte Borman

Signature of authorized representative: *Monte Borman*

Date of Signature: 02 / 28 / 2023

PRE- AWARD CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

BUY AMERICA REQUIREMENTS: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- B. 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.
- C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

As required by Title 49 of the CFR, Part 663 – Subpart B, _____ (the recipient) is satisfied that the buses to be purchased, _____ (number and description of buses) from Master's Specialty Vehicles, LLC (the manufacturer), meet the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst _____ the analyst, not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart B, _____ (the recipient) certifies that the buses to be purchased, _____ (number and description of buses) from Master's Specialty Vehicles, LLC (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 of the CFR, Part 663 – Subpart D, _____ (the recipient) certifies that it received, at the pre-award stage, a copy of Master's Specialty Vehicles, LLC's (the manufacturer) self-certification information stating that the buses, _____ (number and description of buses), will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Date : _____

Signature : _____

Title : _____

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

PRE-AWARD AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.

DESCRIPTION OF PRE-AWARD AUDIT: A pre-award audit under this part includes— (a) A Buy America certification; (b) A purchaser's requirements certification; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information.

PRE-AWARD BUY AMERICA CERTIFICATION: For purposes of this part, a pre-award Buy America certification is a certification that the recipient keeps on file that:

- a. There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 - 1. The Component and subcomponent parts of the rolling stock that are produced in the United States is more than sixty percent (60%) of the cost of all components and subcomponents of the vehicle identified by the manufacturer; and
 - 2. The location of the final assembly must take place in the United States (49 CFR 661.11), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION: For purposes of this part, a pre-award purchaser's requirements certification is a certification a recipient keeps on file that:

- a. The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
- b. The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements in 49 CFR 661.13(b).

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION: As required by Title 49 of the CFR, Part 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

Bidder or Offeror Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company Master's Specialty Vehicles
Name Monte Borman Title Production Coordinator
Signature Monte Borman Date 02 / 28 / 2023

Bidder or Offeror Certificate of NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

As required by 49 CFR Part 663, the bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Company _____
Name _____ Title _____
Signature _____ Date ____ / ____ / ____

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at Master's Specialty Vehicles
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663-Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at Master's Specialty Vehicles
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date ____/____/____

Title _____

TRANSIT VEHICLE MANUFACTURER (TVM) DBE CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

BIDDER/COMPANY

Name of Bidder/Company Master's Specialty Vehicles

Signature of Representative Monte Borman

Type or Print Name Monte Borman

Title Production Coordinator Date 02 / 28 / 2023

POST-DELIVERY BUY AMERICA CERTIFICATION

As required by 49 CFR part 663 – Subpart C, _____ (the recipient) certifies that it is satisfied that the vehicles received, _____ (number and description of vehicles) from **Master's Specialty Vehicles** _____ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient, or its appointed auditor _____ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the actual component and subcomponent parts of the vehicles identified by the manufacturer, country of origin, and cost; and (2) the actual location of the final assembly point for the vehicles, including a description of the activities that took place at the final assembly point and the cost of final assembly.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY BUY AMERICA CERTIFICATE OF NON-COMPLIANCE

As required by 49 CFR part 663 – Subpart C, _____ (the recipient) certifies that there is a letter from FTA which grants a waiver to the vehicles received, _____ (manufacturer, number and description of vehicles) from the Buy America requirements under 49 U.S.C. 5323(j), as amended.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD BUY AMERICA CERTIFICATION

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) is satisfied that the vehicles to be purchased, _____ (number and description of vehicles) from _____ **Master's Specialty Vehicles** _____ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient, or its appointed auditor _____ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the vehicles identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the vehicles, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD BUY AMERICA CERTIFICATE OF NON-COMPLIANCE

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) keeps on file a certification that there is a letter from FTA which grants a waiver to the rolling stock to be purchased, _____ (number and description of rolling stock), from the Buy America requirements under 49 U.S.C. 5323(j)(2)(A),(2)(B), or (2)(D), as amended.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD BUY AMERICA CERTIFICATION

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) is satisfied that the vehicles to be purchased, _____ (number and description of vehicles) from _____ Master's Specialty Vehicles, LLC _____ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient, or its appointed auditor _____ (the auditor – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the vehicles identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the vehicles, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD BUY AMERICA CERTIFICATE OF NON-COMPLIANCE

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) keeps on file a certification that there is a letter from FTA which grants a waiver to the rolling stock to be purchased, _____ (number and description of rolling stock), from the Buy America requirements under 49 U.S.C. 5323(j)(2)(A),(2)(B), or (2)(D), as amended.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart B, _____ (the recipient) certifies that the vehicles to be purchased, _____ (number and description of vehicles) from ,
Master's Specialty Vehicles (the manufacturer), are the same product described in the recipient's solicitation specification and that the proposed manufacturer is a responsible manufacturer with the capability to produce vehicles that meet the specifications set forth in the solicitation.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR part 663 – Subpart D, _____ (the recipient) certifies that it received, at the post-delivery stage, a copy of Master's Specialty Vehicles 's the (manufacturer) self-certification information stating that the vehicles, _____ (number and description of vehicles), comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY CERTIFICATION OF FMVSS INAPPLICABILITY

As required by 49 CFR part 663 – Subpart D, _____ (the recipient) certifies that it received at the pre-award stage, a statement from , _____ 's (the manufacturer) indicating that the vehicles _____ (number and description of vehicles), are not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart C, _____ (the recipient) certifies that a resident inspector, _____ (the resident inspector – not an agent or employee of the manufacturer), was at Master's Specialty Vehicles 's (the manufacturer), manufacturing site during the period of manufacture of the vehicles, _____ (number and description of the vehicles). The inspector monitored manufacturing and completed a report on the manufacture of the vehicles and provided accurate records of all vehicle construction activities. The report addresses how the construction and operation of the vehicles fulfill the contract specifications. After reviewing the report, visually inspecting the vehicles, and performance testing the vehicles, the recipient certifies that the vehicles meet the contract specifications.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST-DELIVERY PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart C, after visually inspecting and road testing the contract vehicles, _____ (the recipient) certifies that the vehicles, _____ (number and description of vehicles) from _____ (the manufacturer), meet the contract specifications.

Date : _____

Recipient Authorized Signature: _____

Print Name: _____

Title : _____

POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT)

POST DELIVERY AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

DESCRIPTION OF POST DELIVERY AUDIT: A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 CFR 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 CFR 663.37; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 CFR 663.41 or 49 CFR 663.43.

POST DELIVERY BUY AMERICA CERTIFICATION: For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

- a. There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
 2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—

- a. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:
 1. Provide accurate records of all vehicle construction activities; and
 2. Address how the construction and operation the vehicles fulfills the contract specifications.
- b. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.
- c. For procurements of:
 1. Ten or fewer buses; or
 2. Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
 3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW

- a. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.
- b. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The recipient hereby certifies that it has reviewed and ensures the bidder or offeror has complied with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Company _____
Name _____ Title _____
Signature _____ Date _____

Certificate of NON-COMPLIANCE, Buy America and FMVSS Rolling Stock Requirements.

The recipient hereby certifies that it has reviewed and determined the bidder or offeror cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

POST DELIVERY AUDIT REQUIREMENTS: A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit is complete before title to the rolling stock is transferred to the recipient.

DESCRIPTION OF POST DELIVERY AUDIT: A post-delivery audit under this part includes: (a) A post-delivery Buy America certification as described in 49 CFR 663.35; (b) A post-delivery purchaser's requirements certification as described in 49 CFR 663.37; and (c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 CFR 663.41 or 49 CFR 663.43.

POST DELIVERY BUY AMERICA CERTIFICATION

For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that:

- a. There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
- b. The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
 1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
 2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION

For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that

- a. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:
 1. Provide accurate records of all vehicle construction activities; and
 2. Address how the construction and operation of the vehicles fulfills the contract specifications.
- b. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.
- c. For procurements of:
 1. Ten or fewer buses; or
 2. Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
 3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW

- a. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.
- b. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The recipient hereby certifies that it has reviewed and ensures the bidder or offeror has complied with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Agency Master's Specialty Vehicles
Name Monte Borman Title Production Coordinator
Signature Monte Borman Date 02-28-2023

Certificate of NON-COMPLIANCE, Buy America and FMVSS Rolling Stock Requirements.

The recipient hereby certifies that it has reviewed and determined the bidder or offeror cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Agency _____
Name _____ Title _____
Signature _____ Date _____

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

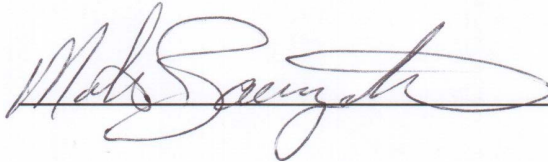
I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

Mike Baumgartner

(first, middle, last)

SIGNATURE



DATE

3/6/2023



Master's Transportation Inc.



Ford Transit

MSV Rep: _____
 Date 2/21/2023
 Dealer Master's Transportation
 Contact Mike Baumgartner

Customer: State of Nebraska Re-Bid
 Address: _____
 City/State: _____
 Contact: _____
 Phone: _____

Quote # _____
 Model: T350 EL High Roof AWD DRW U5X
 Qty: 1
 VIN#: _____
 PO# _____

QUOTATION PRICING GOOD FOR 30 DAYS UNLESS OTHERWISE NOTED AND AVAILABILITY OF CHASSIS

CONFIGURATION		
Qty.	Option	Description
CHASSIS OPTIONS		
1	2023 U5X AWD XLT Trim	Ford Transit -350 Extra Length, Dual Rear Wheel High Roof Passenger Van, 3.5 V6.
1	MSV-ALFO 148 EL	Pareto ALFO Aluminum Modular Flooring System Transit EL 148 "WB DRW-Includes Gerflor & MSV-LC01 ALFO L Track Covers
1	REAR LIFT	Wheel Chair Lift to be installed at Rear of Vehicle
1	MSV-Courtesy-Sticker	Parking Courtesy Sticker on Rear Door (REQUIRED)
1	MSV-BUILD	Master's Specialty Vehicles Build Supplies
1	MSV-VFC	Inbound MSV Products
9	MSV-GOES-92623-1PGEN2RIGSS	Go ES 1PL, 3PT Gen 2 RIGID SS RH Belt w/Grab Handle and US Arms-Fabric-NPF by CMI Enterprises #831 Pinwheel Mono Blue
9	MSV-ALFO-Quick-Release	ALFO Freedman Seat Leg on Quik Release Mount(Pareto flooring per Seat-1 per Single/SINGLES ONLY)
1	MSV-FE752NA100-04-3	L-Track Surface Mount For Shoulder Belt, Pre-Drilled 100" (includes driver &/or pass side)
1	MSV-SBAT7HTP00-T	Transit 170 Class Passenger Side Shoulder Belt System Assembly (U4X)
1	MSV-SBAT7HTD00-T	Transit 170 Class Driver Side Shoulder Belt System Assembly (U4X)
1	MSV-NCL919FIB-2	Commercial Braun NCL919FIB-2 Wheelchair Lift., 34" x 51" platform, NHTSA compliant, dual hydraulic lift arms, simplified electrical system with spring-loaded roll stop to keep the wheelchair securely on the wheelchair lift platform, 800 pound capacity automatic ADA lift, REAR LIFT ONLY
2	MSV-Q10010 / Q8-6327	Q'Straint 360 4-point Retractable Wheelchair Tiedown System/Tension Knobs/W18 Compliant - "L" Track (4 tie downs & MSV-Q8-6327 Lap & Shoulder Belt-Retractable w/ Height Adjuster)
2	MSV-Q5-8522	Tie Down Storage Bag
1	ITM129-T20	InPower ITM129-T20 WC Interlock to meet FMVSS 403 / 404 (Ford Transit Manual Park Brake)
1	SPO	InPower Fast Idle (Ford Transit)
1	MSV-21026915	Fire Extinguisher 5 LB (MUST ORDER)
1	MSV-FK200902	Body Spill Kit (stowed)
1	MSV-C615-011	First Aid Kit (16 piece, plastic case)
1	MSV-AA01B2798S1G	Triangle Reflector Kit
1	C200950	Seat Belt Cutter
1	MSV-T1975-028-111	Transpec Roof Hatch (White with Alarm)
1	401724	Driver Side Short Running Board / Black (includes reflective tape)
1	415100	Passenger Side Full Length Running Board / Black (includes reflective tape)
1	SPO	Vehicle Clearance Sticker
4	SPO	Solid Brass 7" Valve Stem Extensions for Dual Wheels
1	SPO	Front & Rear "RUBBER" Mud Flaps
1	SPO	Street Side Exhaust-Behind Rear Axle-3" ahead of Rear Bumper
2	SPO	Front Tow Hooks
8	Q5-7583	Quick Straps



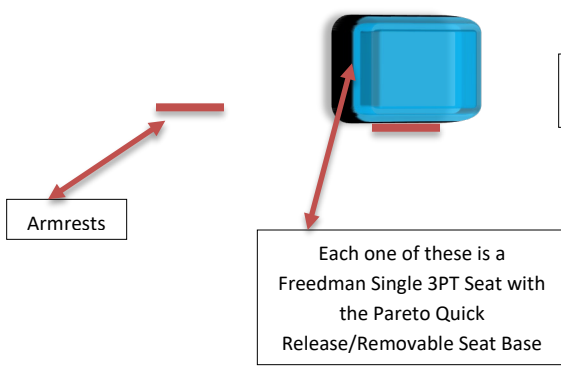
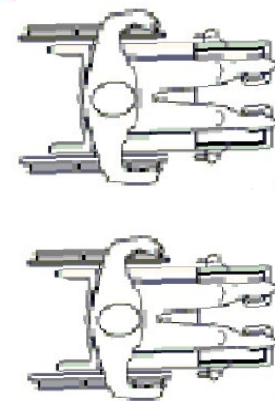
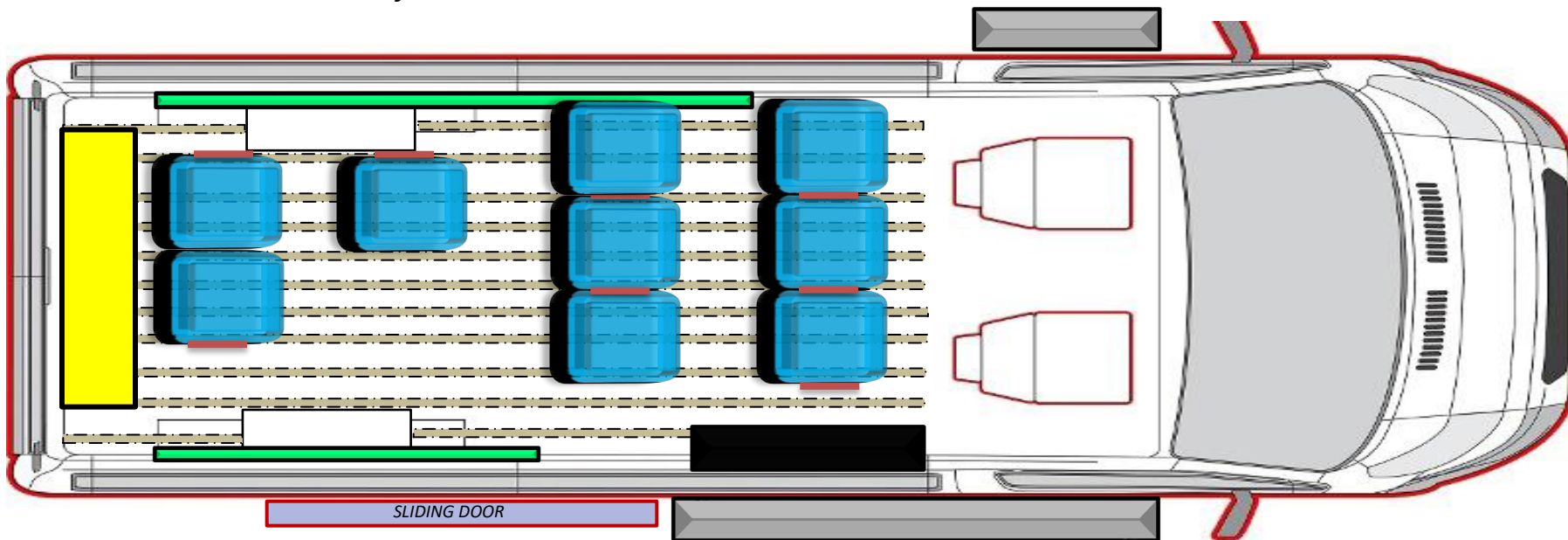
DEALER: _____ VIN _____

DESCRIPTION: _____

SEATING/ COMMENTS: _____

APPROVED BY: Sign _____ Print _____ DATE _____

9 & 2 Rear Lift-Pareto-Floor



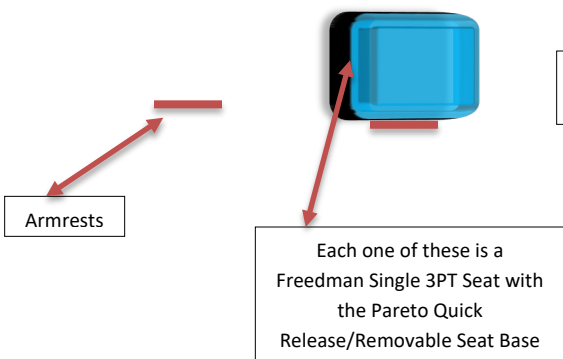
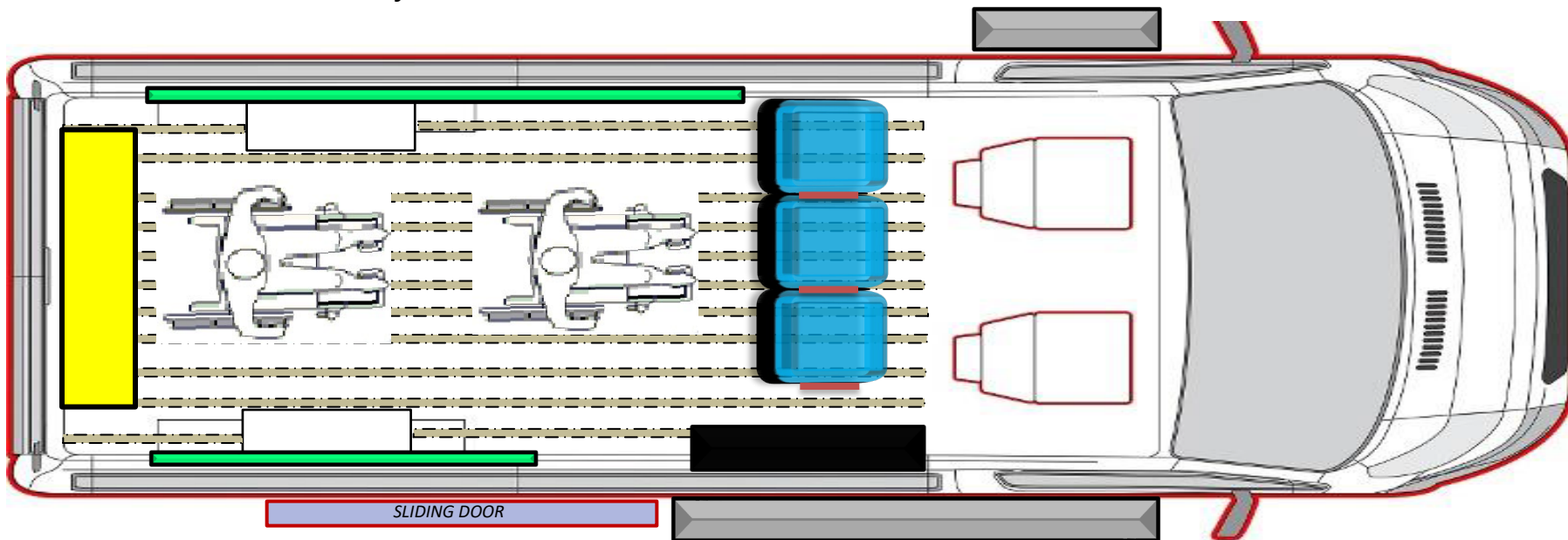
1 Person ICS Seats with Grabs are a little taller than the 1 Person GOES Seat

(Not to Scale)



DEALER: _____ VIN _____
DESCRIPTION: _____
SEATING/ COMMENTS: _____
APPROVED BY: Sign _____ Print _____ DATE _____

9 & 2 Rear Lift-Pareto-Floor



1 Person ICS Seats with Grabs are a little taller than the 1 Person GOES Seat

(Not to Scale)

Pareto

Aluminum Systems LLC

ALFO



Easy to Install at Plywood Cost

- ✓ Tracks are flush to the floor surface
- ✓ Sealed surface: no screws-no holes
- ✓ Peel and stick Gerflor can be used for fast Installation
- ✓ Uniform spacing - Standard L Track (Pitch 5.85")
- ✓ Reduce cost & weight by using No-track panels
- ✓ Only 2 legs required to mount a Double Seat (also allows space to mount an under-seat heater)



Built in USA



21455 Melrose Ave, Suite 19, Southfield, MI 48075



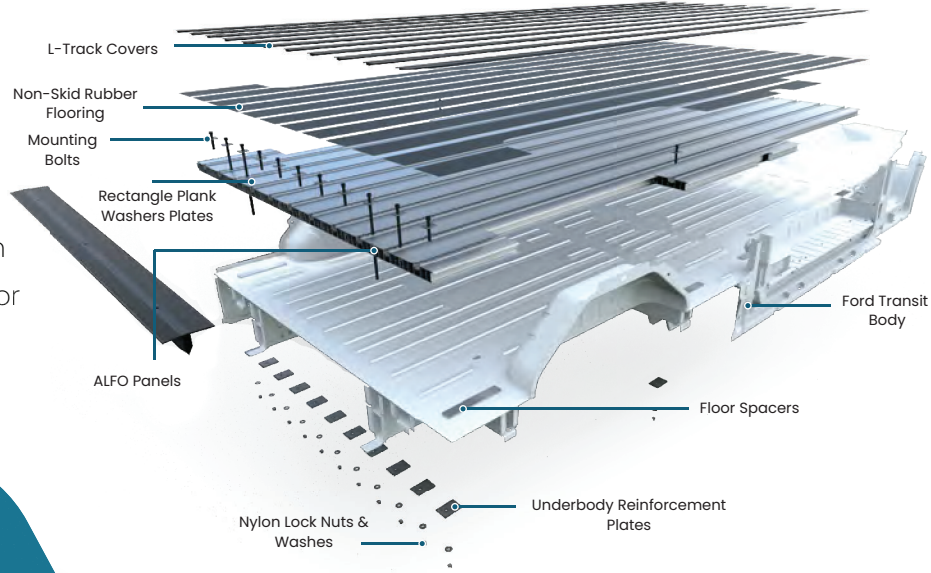
www.paretoas.com

Flexible Aluminum flooring at the Cost of plywood

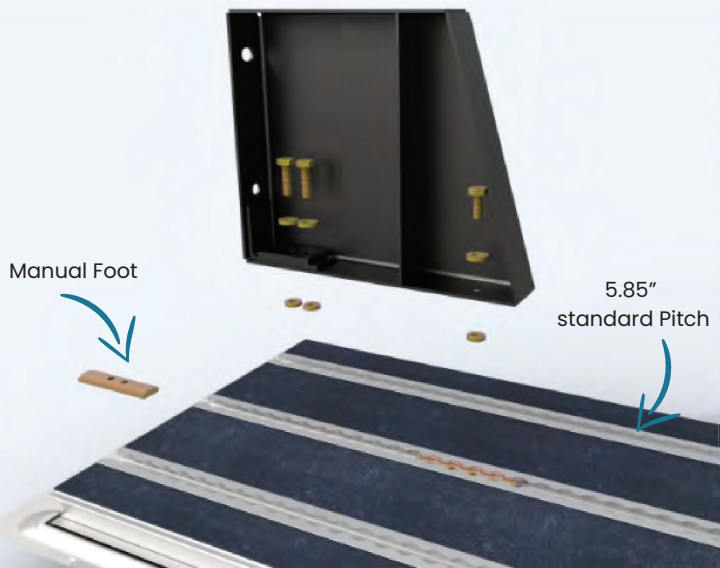
ALFO is a cost viable alternative to plywood, that comes in kits precut to fit the OEM floor. ALFO's fast assembly process, integrated Tracks and 1.575" (40mm) height allows installation of a finished floor (including a non-skid surface) in as little as 1 hour.

A double seat installed in the ALFO floor passes all FMVSS safety requirements with only 2 seat legs!

An installer can choose up to 11 L-Track panels on Ford Transit and 12 L-Track Panels on Promaster, or combine ALFO's No-track panels to reduce cost and weight.



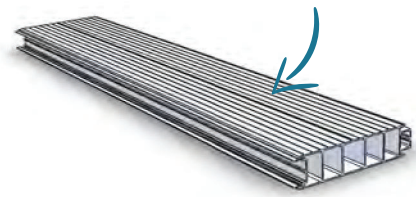
Standard Freedman seat leg



ALFO offers 2 types of Standard panels

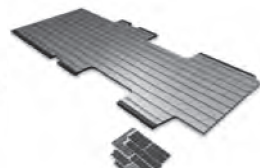
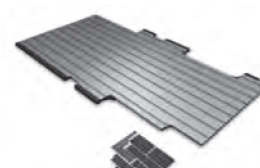
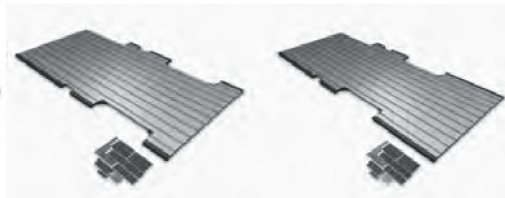
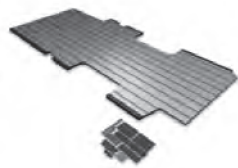
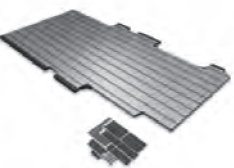
CNC MACHINED

Anti-skid grooves



L-Track Panel

NO-Track Panel
35% lighter and less expensive



WB 148 :
Passenger Wagon

WB 148 EL DRW:
Passenger Wagon

WB 148 :
CARGO VAN

WB 148 EL DRW:
CARGO VAN

WB 159

WB 159 EXT

Fast and Easy to Move Seats, 3 ways



Manual Foot

Minutes and simple with common hand tools

Quick Release

Flip Lever, Lift and Roll, no tools

Slider

Easiest and Fastest, Turn Lock and Easy Slide, no lifting, no tools



FORD SEATS



SINGLE SEAT LEGS

DOUBLE SEAT LEGS

TRIPLE SEAT LEGS





- Standard rear wheel makes moving seats a breeze.
- FMVSS 207/210 tested
- Strong Reliable Construction

FAST AND FLEXIBLE!

Pareto's Quick Release Seat base is designed to offer our customers a fast and flexible seating solution compared to Pareto's manual foot system.

The quick release system is compatible with Freedman seats



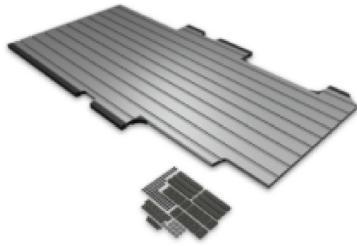
COMPLIANCE



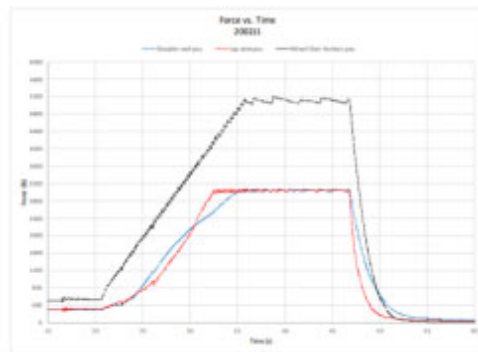
Test Description: Wheelchair

Test Regulation: FMVSS 49.38 + FMVSS 210

Products: ALFO



PASS

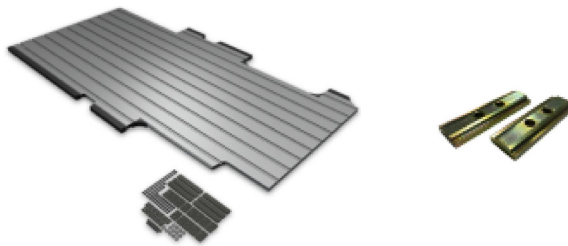




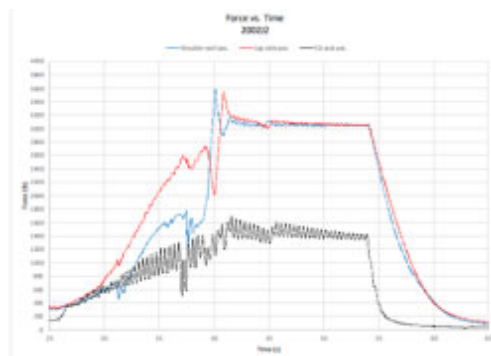
Test Description: Freedman Esquire Single Occupancy seat

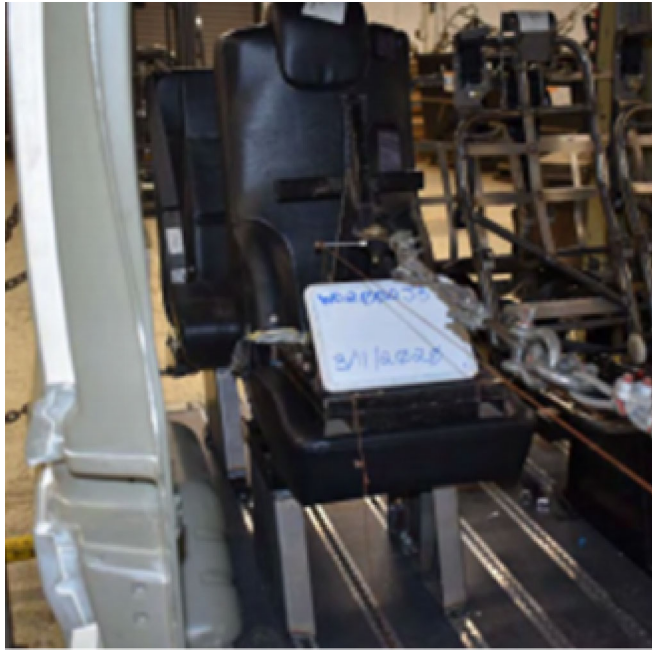
Test Regulation: FMVSS 207/210

Products: ALFO & Manual foot



PASS

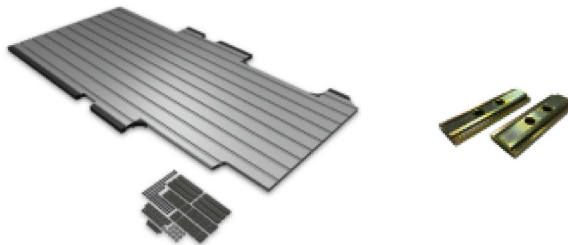




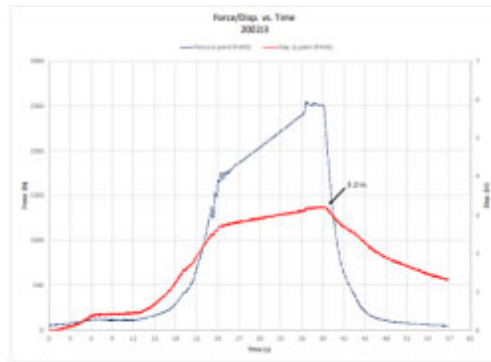
Test Description: Freedman Esquire Single Occupancy seat

Test Regulation: CMVSS 210/FMVSS 225

Products: ALFO & Manual foot



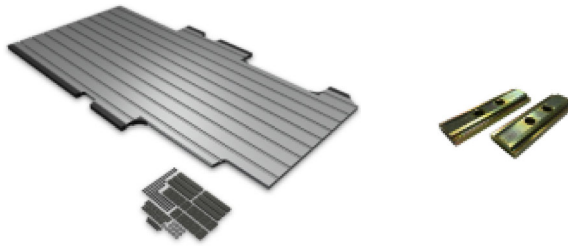
PASS



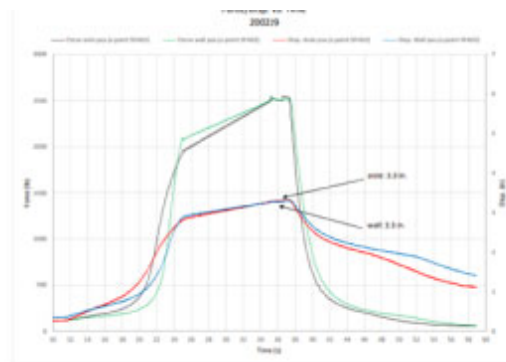
Test Description: Freedman Esquire Double Occupancy seat

Test Regulation: CMVSS 210/FMVSS 225

Products: ALFO & Manual foot



PASS

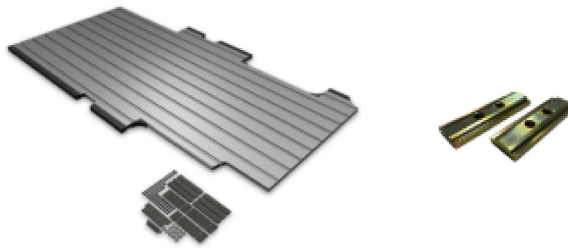




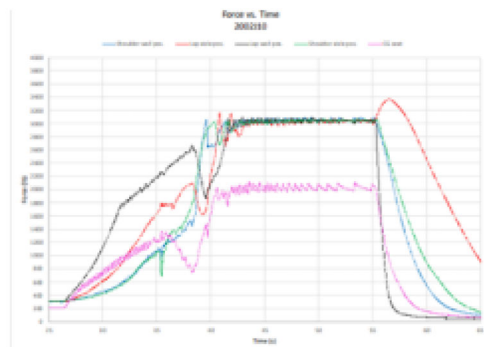
Test Description: Freedman Esquire Double Occupancy seat

Test Regulation: CMVSS 207/FMVSS 210

Products: ALFO & Manual foot



PASS

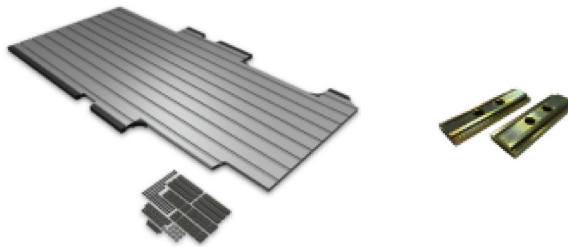




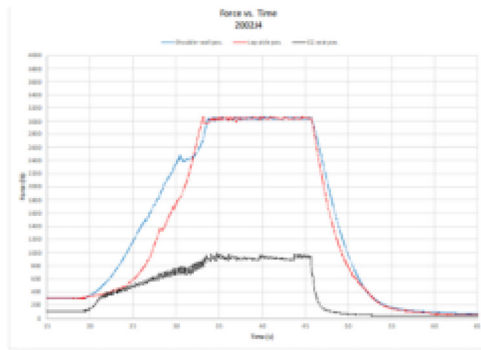
Test Description: Freedman GoEs Single Occupancy seat

Test Regulation: CMVSS 207/FMVSS 210

Products: ALFO & Manual foot



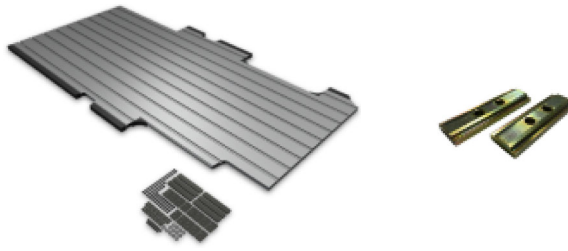
PASS



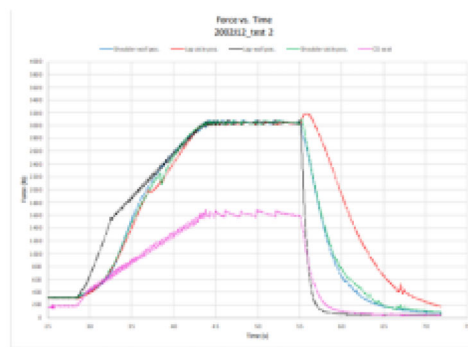
Test Description: Freedman GoEs Double Occupancy seat

Test Regulation: CMVSS 207/FMVSS 210

Products: ALFO & Manual foot



PASS

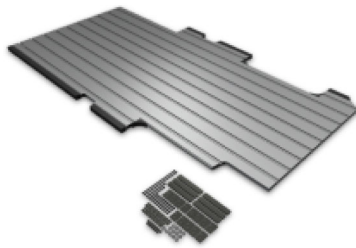




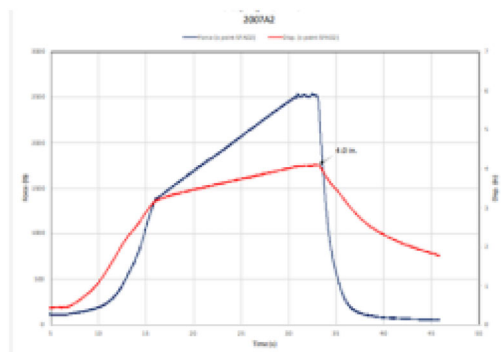
Test Description: Freedman Esquire Single Occupancy seat with Seat locker

Test Regulation: CMVSS 210/FMVSS 225

Products: ALFO



PASS

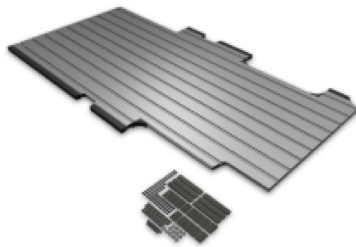




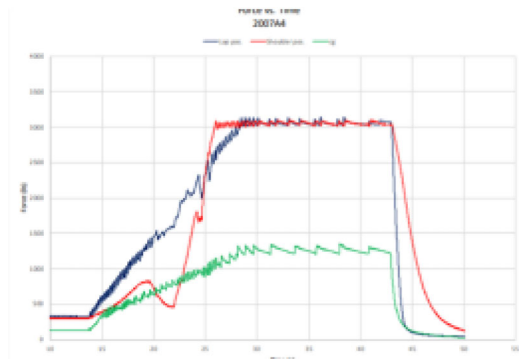
Test Description: Freedman Esquire Single Occupancy seat with Seat locker

Test Regulation: CMVSS 207/FMVSS 210

Products: ALFO



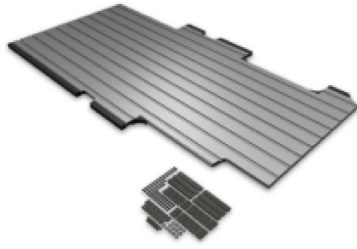
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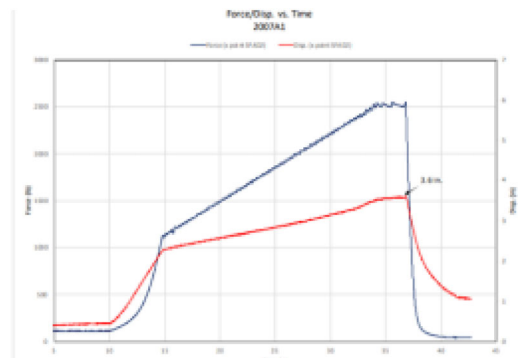
Test Description: Freedman Esquire Single Occupancy seat with Flexleg 1

Test Regulation: CMVSS 210/FMVSS 225

Products: ALFO



PASS

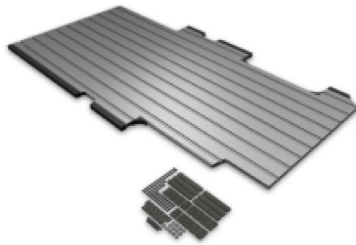




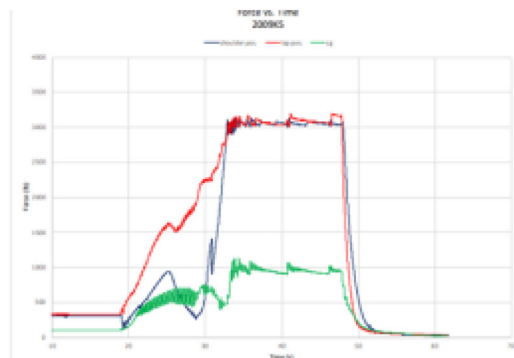
Test Description: Freedman Go-Es Single Occupancy seat with flexleg 1

Test Regulation: FMVSS 207/210

Products: ALFO



PASS

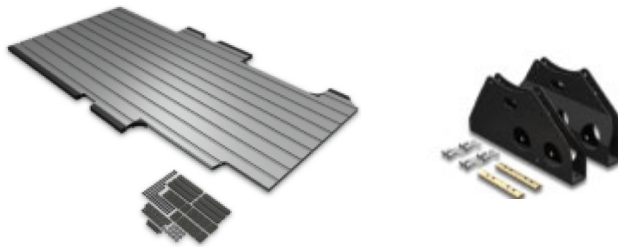




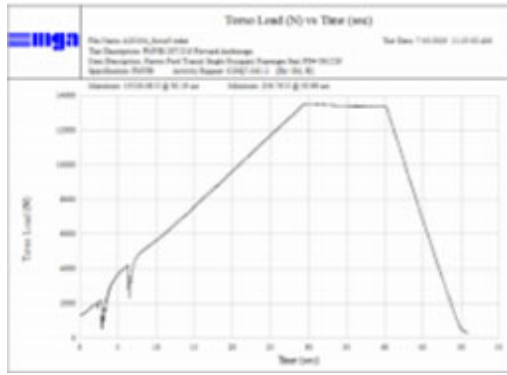
Test Description: Ford Single Occupancy seat with Pareto OEM Single Seat legs

Test Regulation: FMVSS 207/210

Products: ALFO & Pareto OEM Single Seat Leg



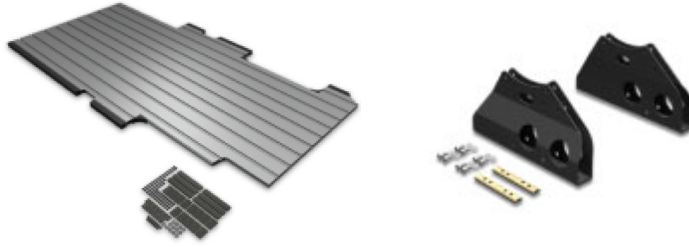
PASS



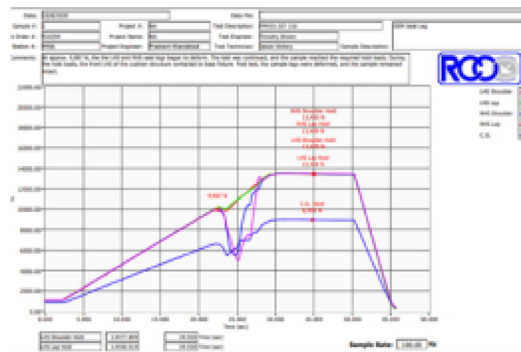
Test Description: Ford Double Occupancy seat with Pareto OEM Double Seat Legs

Test Regulation: FMVSS 207/210

Products: ALFO & Pareto OEM Double Seat Leg



PASS

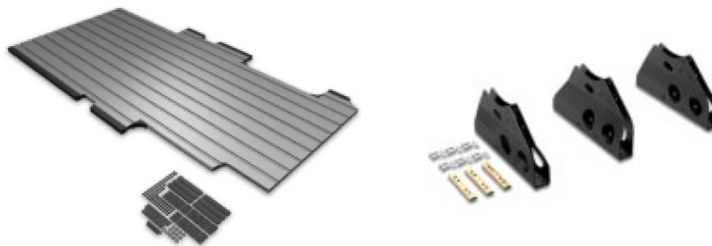




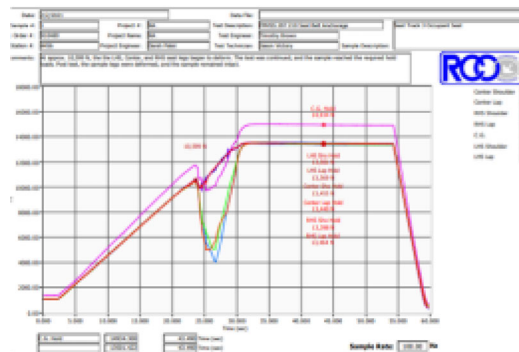
Test Description: Ford Triple Occupancy seat with Pareto OEM Triple Seat legs

Test Regulation: FMVSS 207/210

Products: ALFO & Ford OEM Triple Occupancy Seat legs



PASS

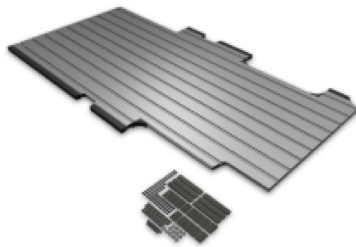




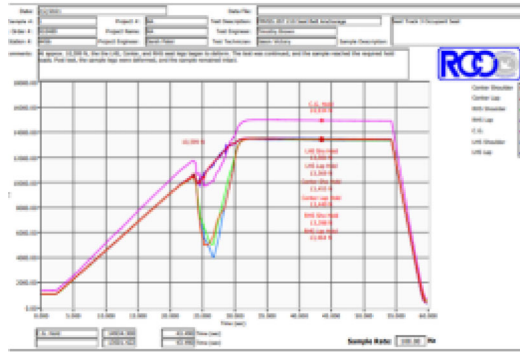
Test Description: Freedman GO-ES Single Occupancy seat with Pareto Quick Release

Test Regulation: FMVSS 207/210

Products: ALFO & Pareto Quick Release legs



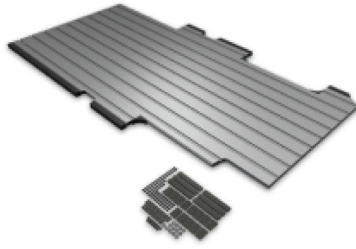
PASS



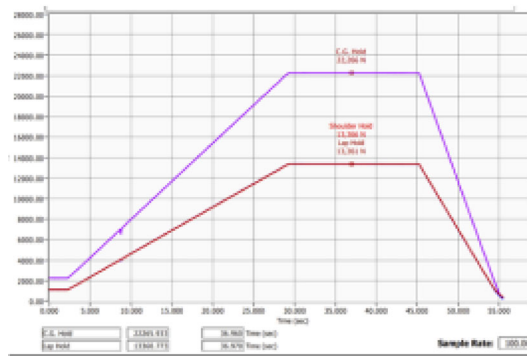
Test Description: Wheelchair Test

Test Regulation : FMVSS 210 +CFR 49.38

Products: ALFO



PASS

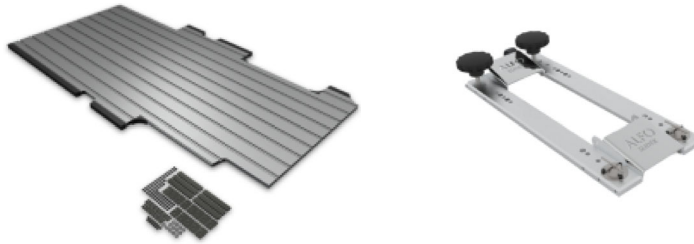




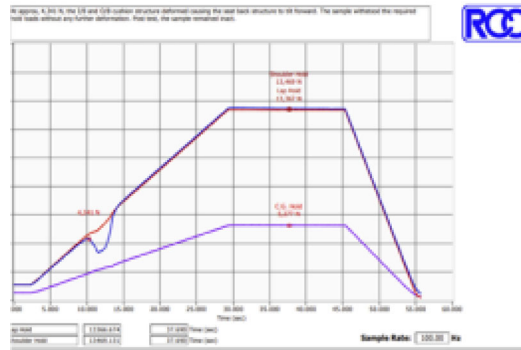
Test Description: Freedman Go-Es Single Occupancy seat with ALFO Slider

Test Regulation: FMVSS 207/210

Products: ALFO & ALFO Slider



PASS

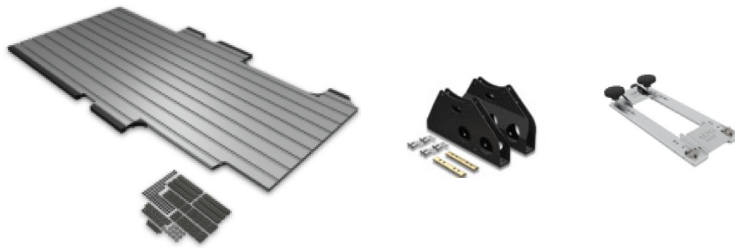




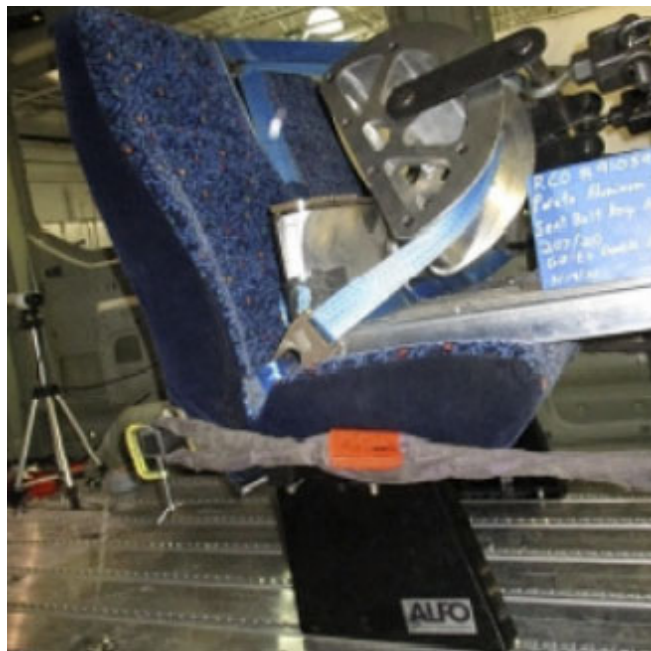
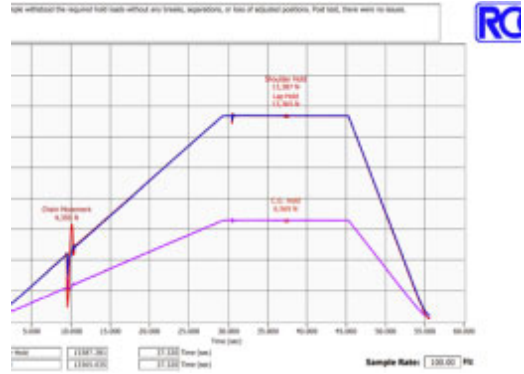
**Test Description: Ford Single Occupancy seat
with Pareto OEM Single Seat legs**

Test Regulation: FMVSS 207/210

Products: ALFO & ALFO Slider & Pareto OEM
Single Seat Leg



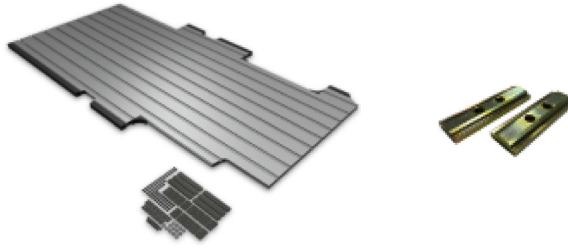
PASS



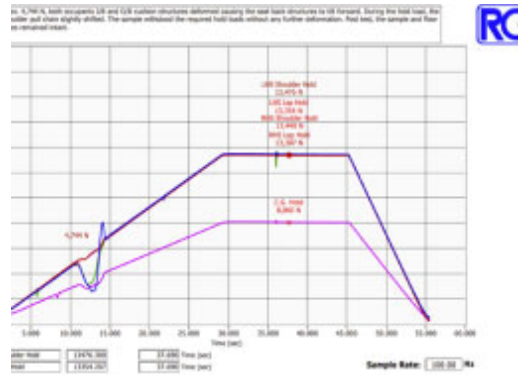
Test Description: Freedman GO-ES Double Occupancy seat

Test Regulation: FMVSS 207/210

Products: ALFO & Manual Foot



PASS

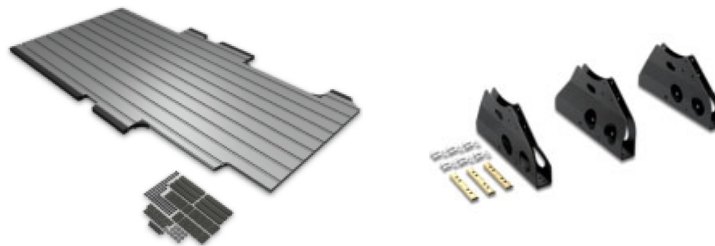




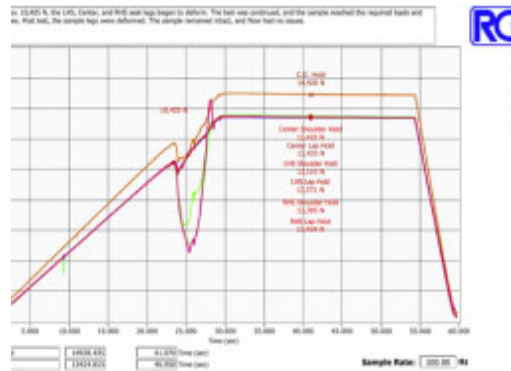
Test Description: Freedman GO-ES Double Occupancy seat with Pareto OEM Double Seat legs

Test Regulation: FMVSS 207/210

Products: ALFO & : Ford OEM Triple Occupancy Seat legs



PASS

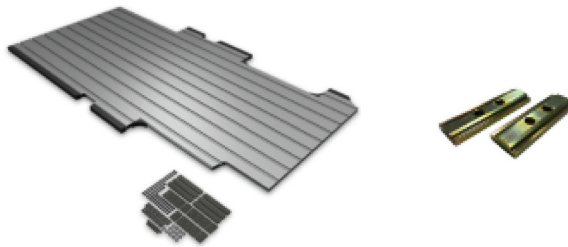




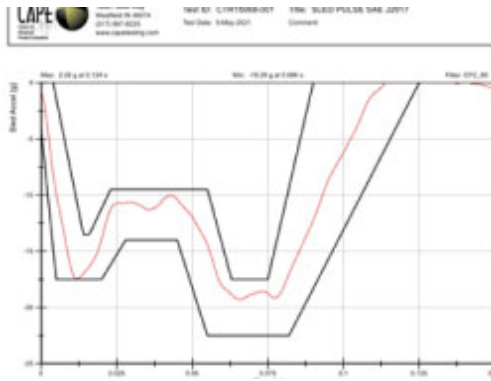
Test Description: Gurney

Test Regulation: SAE J3102

Products: ALFO & Manual Foot



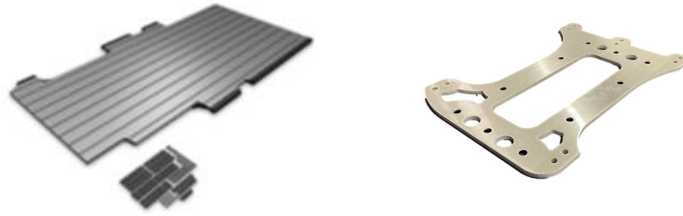
PASS



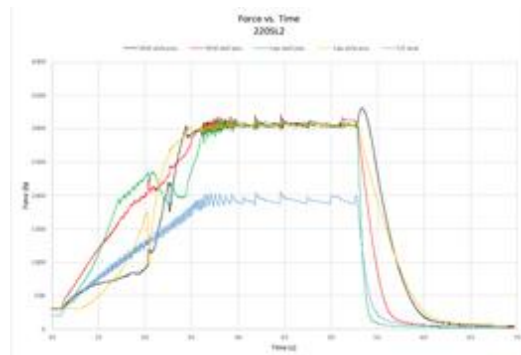
Test Description: Two Occupant Freedman Fold Away Seat with Adapter Plate

Test Regulation: FMVSS 207/210

Products: ALFO Floor & Adapter plate



PASS





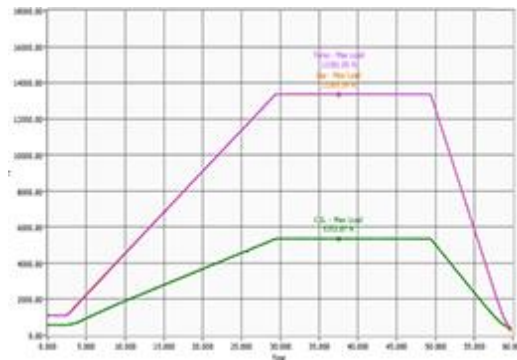
Test Description: Freedman Go-Es Single Occupancy seat with Pareto OEM seat legs & wheel well Bracket

Test Regulation: FMVSS 207/210

Products: ALFO Floor & OEM Legs and Wheel well Bracket



PASS



Features

Home (<https://paretoas.com/>)

ALFO Kits (<https://paretoas.com/alfo-kits-ford-transit-ram-promaster-mercedes-sprinter/>)

ALFO Mover (<https://paretoas.com/alfo-mover-delivery-van-work-van-pallet-transport/>)

Accessories (<https://paretoas.com/accessories/>)

Installation (<https://paretoas.com/installation-aluminum-flooring-systems-installation-without-fork-truck/>)

Compliance (<https://paretoas.com/compliance/>)

Gallery (<https://paretoas.com/brochures-pareto-aluminum-system-easy-to-install/>)

Blogs (<https://paretoas.com/blogs-pareto-aluminum-system-compliance/>)

Contact Us

 (248)-864-8185 (tel:2488648185)

 info@paretoas.com (mailto:info@paretoas.com)

Follow Us



Newsletter

ALFO SPECS FOR BID

- The flooring system should be built with High strength (6005 T5) Aluminum alloy panels, that are installed by snapping into one another. These panels should have engineered integrated tracks that give them extremely high strength to weight ratio.
- 11 rows of panels are installed to complete the flooring of a Van, this gives an effective track spacing of 5-7/8".
- The Aluminum flooring system should be glued with high strength structural adhesive that is moisture cured one-part polyurethane with fast curing properties and Tensile Strength of 6 N/mm².
- No fasteners are required to attach the tracks to the panels, the snapping feature of the panel also eliminates any fasteners to connect a panel with another panel. Only 1 grade 8 bolt is necessary towards the end of each panel
- The system should conform to FMVSS and CMVSS 302, 207, 225, 210 and ADA standards.
- The track system should be capable of accepting any standard "L" style tie down accessories. Wheelchair tie downs will be allowed to be positioned anywhere within the track system (front to back and side to side) for wheelchair transport as needed up to maximum physical capacity.
- Seats will be able to be positioned 6.25" to the driver or passenger and 5" front to back within the track system for transport or seat storage.
- The flooring system should use a "track nut" style fastener, this fastener should be able to slides within the panel. Any seats and accessories can be bolted to this fastener.
- To move the seat, the bolts of the seats can be removed. The fastener can then slide at any location within the floor panel and the seat can be bolted at a new desired location. This should be achieved with basic hand tools.
- The flooring system should not use plywood or steel, except fasteners. Plywood deteriorates over time, absorbs water and is not FMVSS 302 compliant.
- Floor Coverings: The floor surface shall be covered with wall-to wall, slip-resistant, minimum 2.2-millimeter peel-n-stick Ger-flor®. All edges of the floor covering, between 2 panels, should be protected by the Aluminum rim to prevent it from peeling off.
- The floor shall be installed according to manufacturer's directions, using proper tools, accessories, and adhesives.

PARETO ALUMINUM SYSTEMS LLC
40,000 Mile Limited Warranty

Pareto Aluminum Systems LLC (“Pareto”) warrants to the installer and to the first owner of a new conversion van using its ALFO aluminum flooring system (hereinafter “Floor”, which includes Pareto supplied equipment to attach seats to the floor) that: when the Floor is properly installed and maintained in accordance with Pareto specifications and procedures, it will be free from defects for forty thousand (40,000) miles or for three (3) years) from the date of such installation, whichever occurs first; and, that the Floor has met the seat-pull testing requirements of Applicable US FMVSS, ADA and CMVSS regulations in effect at the time of manufacture when so installed in conjunction with specified vans and seating Equipment (legs, connectors and associated devices). Upon request, a listing of the Applicable regulations, van models and seating Equipment is available from Pareto. THIS WARRANTY DOES NOT APPLY TO ANY COMBINATION OF SEAT, EQUIPMENT, FLOOR AND VAN WHICH IS NOT CERTIFIED BY PARETO TO HAVE PASSED APPLICABLE SEAT-PULL TESTING STANDARDS.

This warranty is limited to the following terms, conditions and remedies. This warranty applies only to a new Floor properly installed on an undamaged matching transit van vehicle model when it had no more than two hundred (200) original miles on it, when used with the listed seats and Equipment. Pareto is not responsible for any defects in seats or Equipment not made or supplied by Pareto. PARETO MAKES NO OTHER WARRANTIES CONCERNING ITS FLOOR, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE FLOOR IS FIT FOR ANY OTHER PURPOSE.

For any defect occurring within the warranty period, Pareto or its authorized dealer will repair or replace defective part(s) free of charge. Pareto will have the right to inspect any parts to be repaired or replaced to verify that the claimed defect has not been caused by incorrect installation, damage to the van, or improper parts, usage or maintenance. This warranty does not cover the cost of transportation, labor or any other incidental costs which may arise during removal and/or replacement of defective parts. This warranty does not apply to defects that result in whole or in part from damage to the van prior to installation, improper installation, misuse or abuse, chemicals corrosive to the Floor materials, intentional damage, fire, flood, alteration or modification of the product, negligence, exposure, or use of the product with non-Pareto or non-Pareto approved Equipment, or otherwise in a manner inconsistent with the designed use. In no event shall Pareto be liable for incidental, contingent, special or consequential damages in connection with this warranty. Some states do not allow (1) limitations on how long an implied warranty lasts or (2) the exclusion or limitation of incidental or consequential damages, so those limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

IMPORTANT: To validate and protect your warranty, return a completed copy of this form to Pareto Aluminum Systems LLC at info@paretoas.com, or at 43135 Whisper Court, Northville MI 48168:

Owner’s Name:

Address:

Owner’s Email:

Telephone:

Year, Make and Model of Transit Van:

VIN:

Mileage:

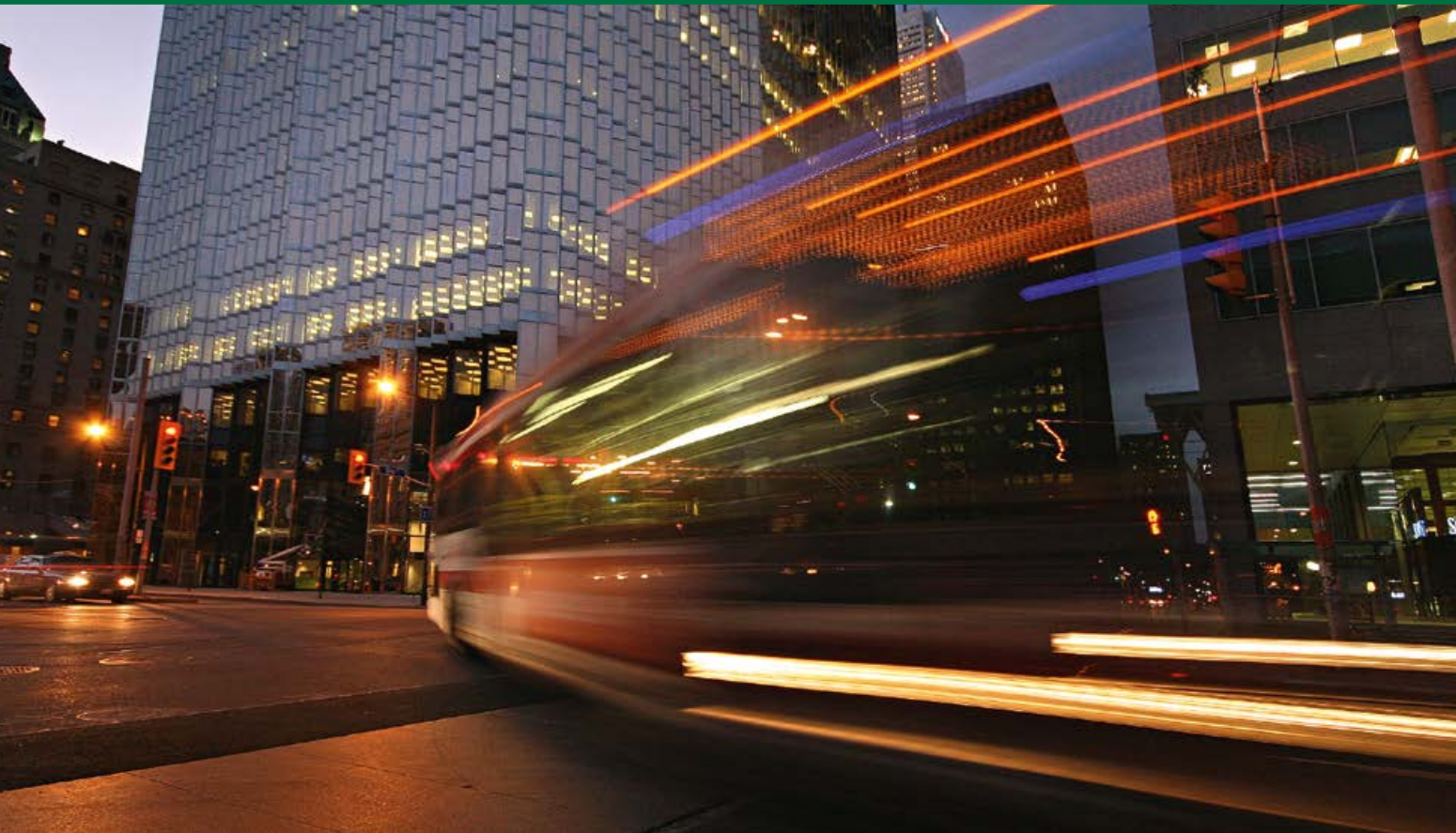
Date of Installation:

Installer:

Address:

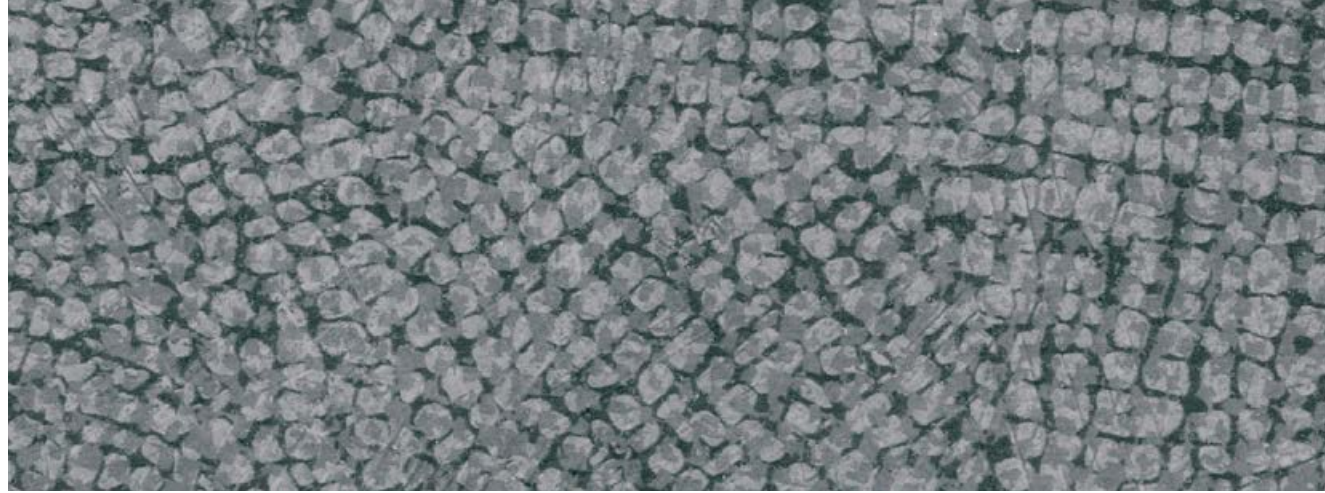
TARABUS

FLOORING FOR BUS & COACH INTERIORS



Gerflor[®]
theflooringroup

GAYA MOSAIC



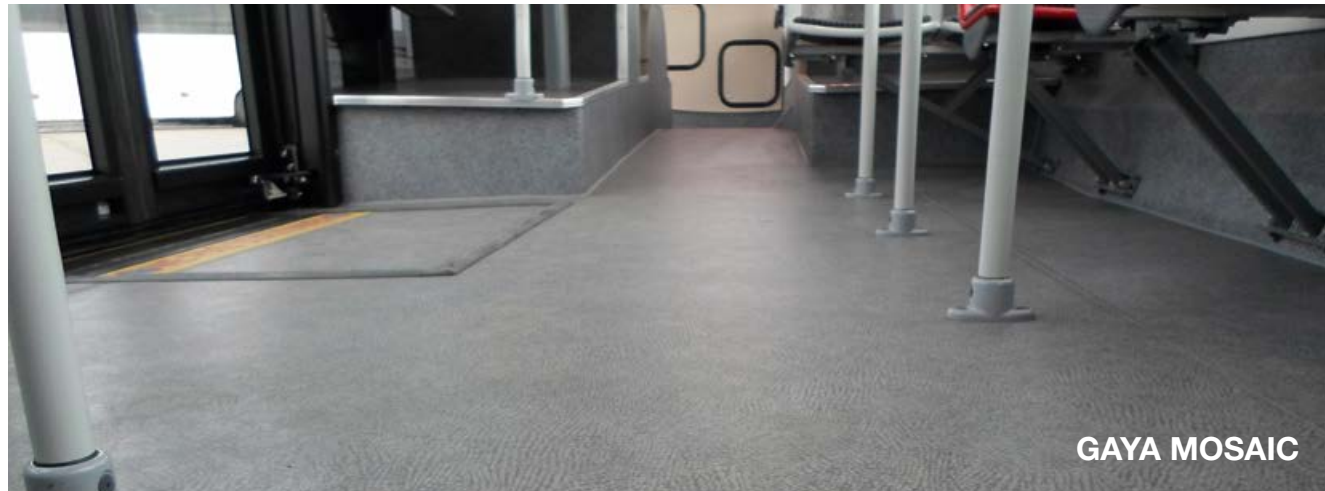
4482 Babel

MK
NT



4519 Galata

NT



GAYA MOSAIC

GAYA WOOD Walnut



4362 Wapusk

NT



6057 Everglades

MK
NT



4521 Yellowstone

MK
NT



3724 Kruger

NT

GAYA WOOD Noma



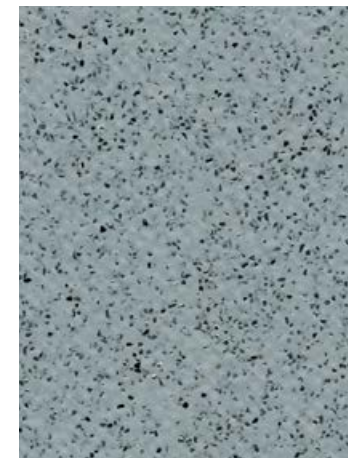
8297 Yosemite

NT



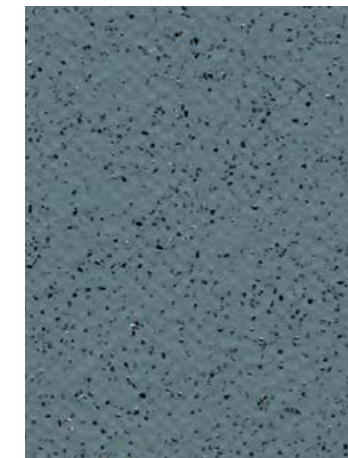
GAYA WOOD Walnut

SIRIUS



6768 Griffon

MK
NT



6782 Dune

MK
NT



6451 Corsaire

NT



6727 Anthracite

MK
NT



6801 Graphite

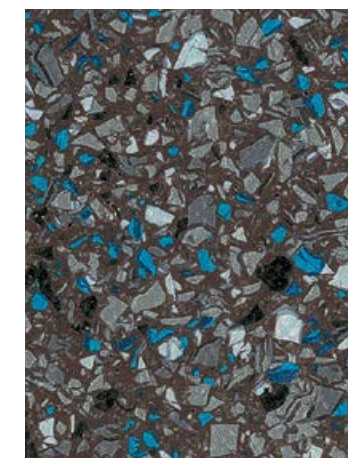
NT

APOLLO



4776 Masan

MK
NT



4479 Kilimanjaro

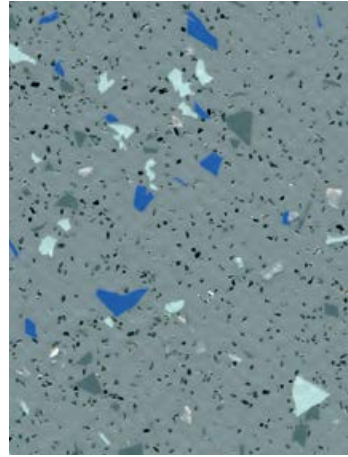
MK
NT



4517 Fuji

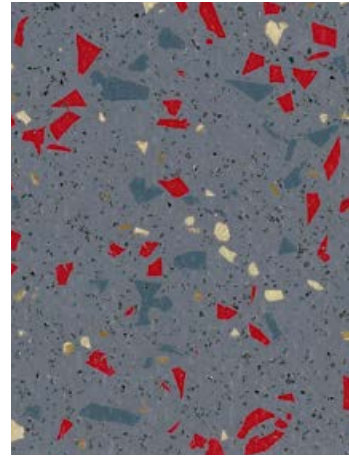
MK
NT

HELIOS



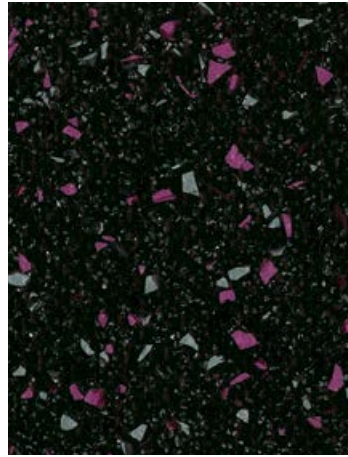
MK
NT

8804 Selenium



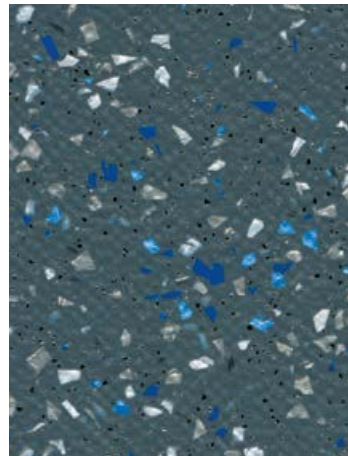
MK
NT

4483 Dubnium



NT

3740 Indium



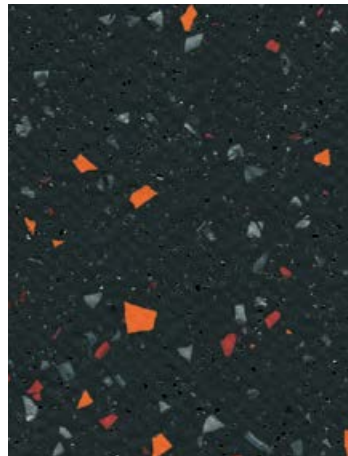
MK
NT

8805 Palladium



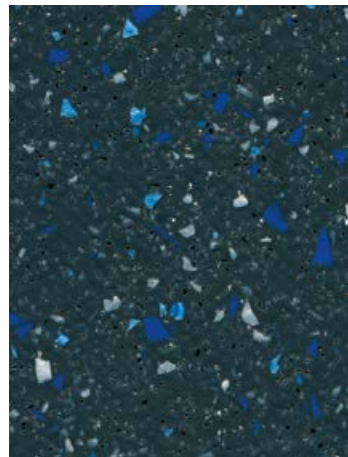
NT

8031 Samarium



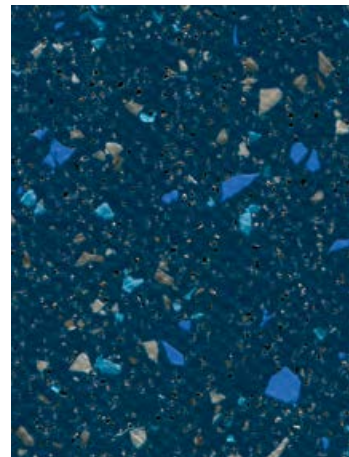
MK
NT

8803 Gallium



NT

8806 Rhodium

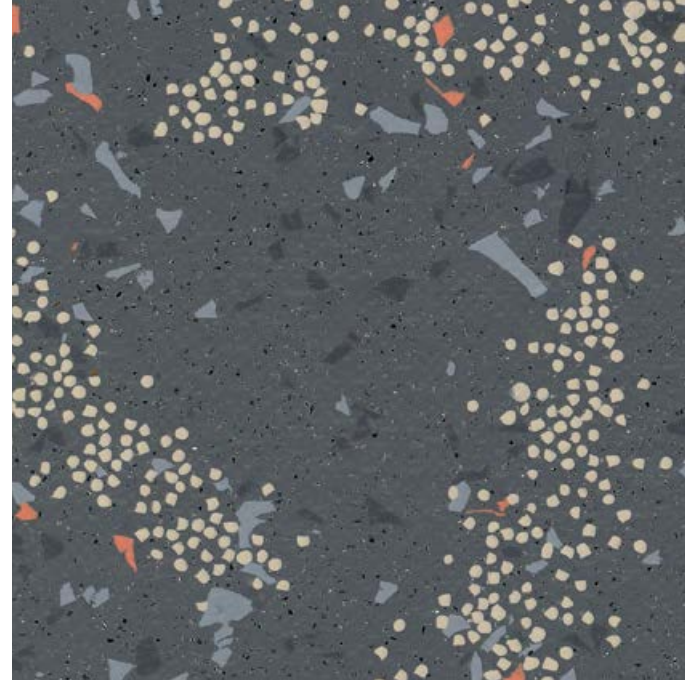


NT

8486 Vanadium

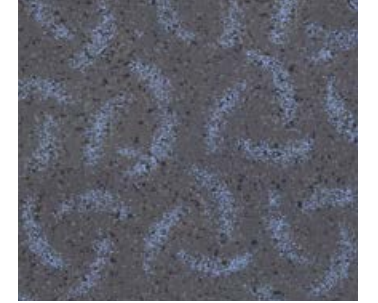
MK Foam backing
NT Textile backing

LUNA



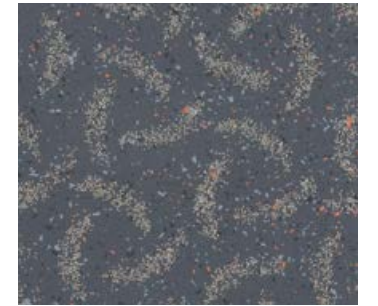
NT

8816 Singapore



NT

8729 Norway*



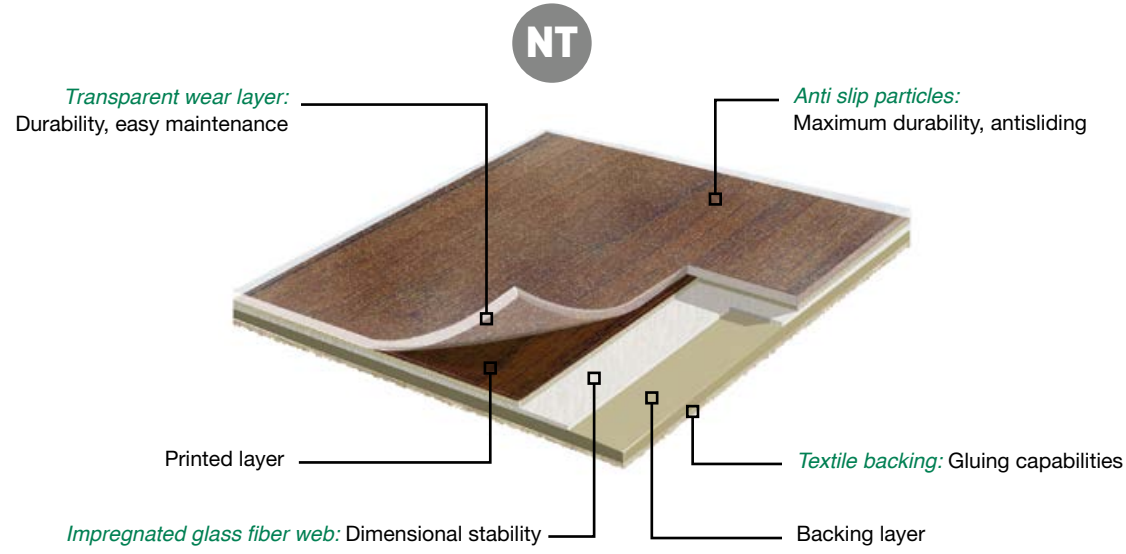
NT

8816 Singapore*

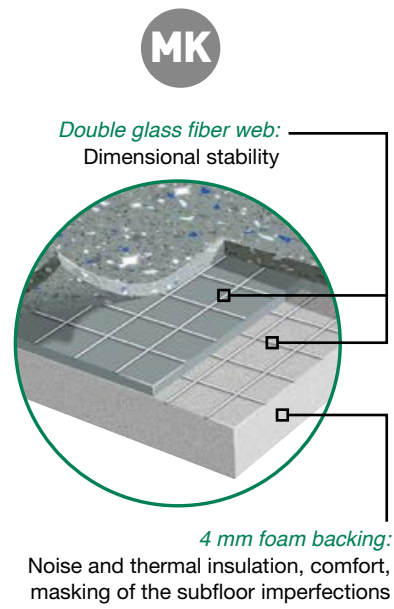
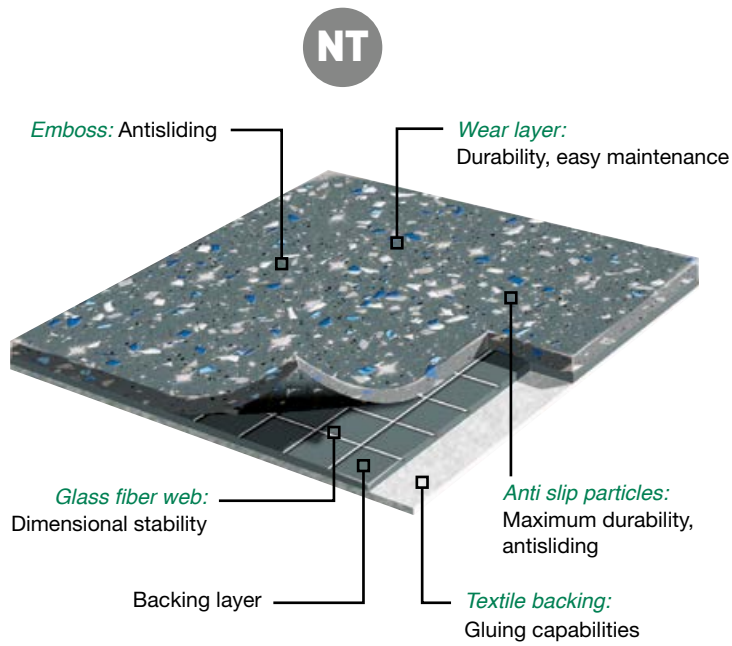
*Scale reduction



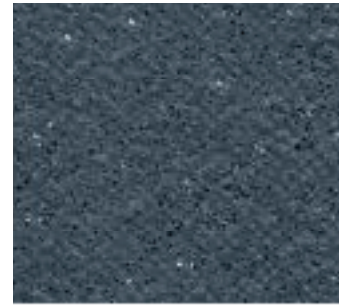
► Tarabus Gaya



► Tarabus standard



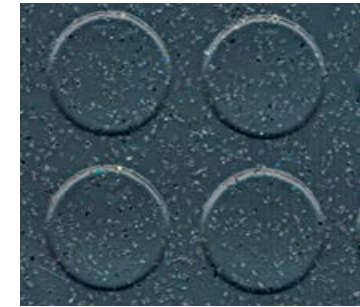
SAFEBUS X'TRA



6822 Dark Grey

NT

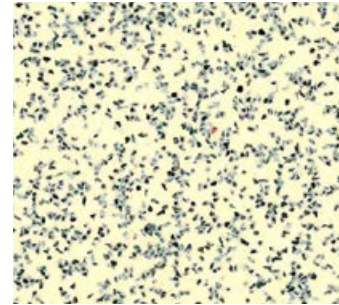
VENUS



6727 Anthracite

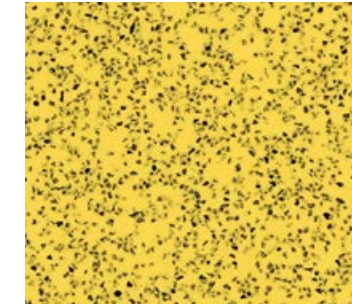
NT

SAFEBUS



6602 Caledonia

NT



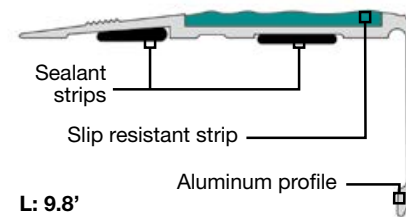
6203 Borneo

MK

NT



STEPBUS



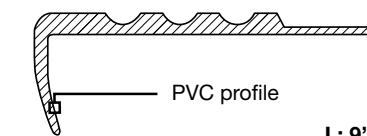
STEP NOSING



Yellow

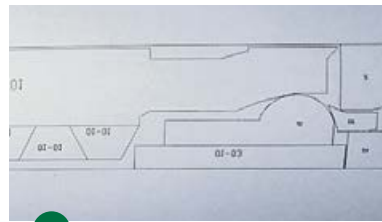


White



KIT System

Pre-cut and pre-welded **TARABUS** floor covering system according to your drawings



1 Send us your floor plan layout



2 We cut with high precision



3 ...and pre-weld if required

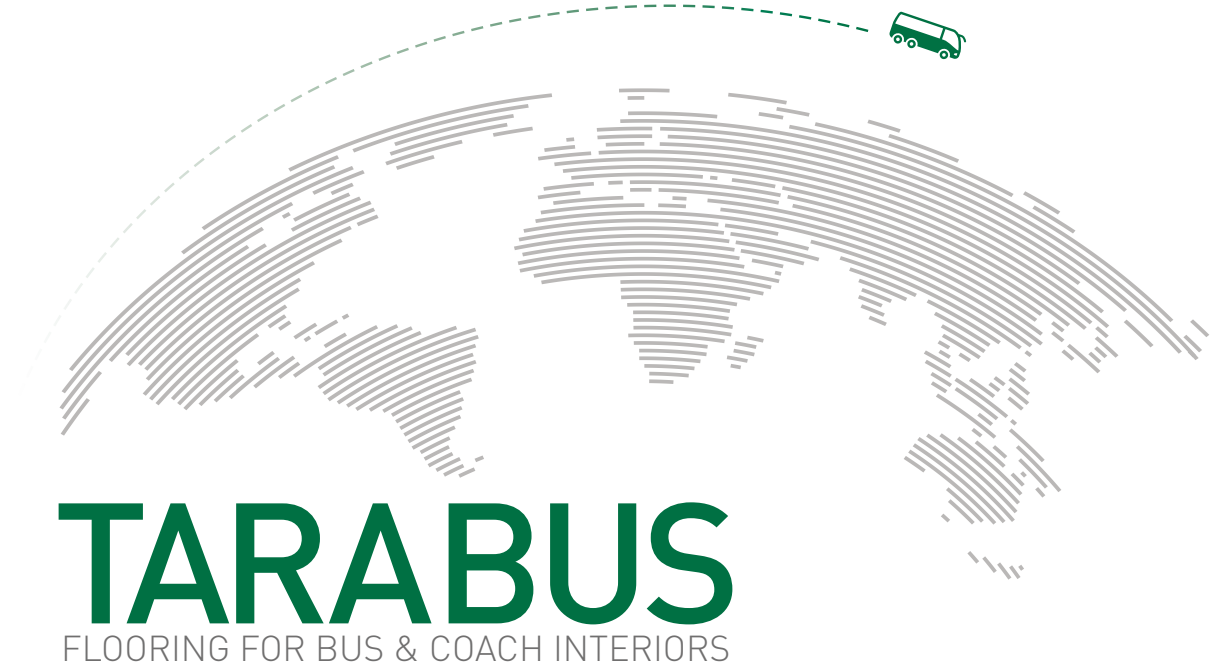
TARABUS Self-Adhesive



TARABUS floor covering with self-adhesive backing

- > Environmental friendly bonding
- > Ready to bond
- > No curing time
- > Safer work conditions
- > Easy to use

TIME SAVING



TARABUS LOGO

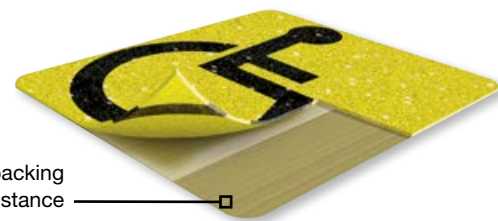
- Location for person with reduced mobility



- Advertising & Promotion



Almost unlimited possibilities of water-resistant logos



Laminate backing for water resistance



GERFLOR USA
595 Supreme Dr
Bensenville 60106 IL USA
Tel : 877 GERFLOR (437 3567)
Fax : 847 394 3753
tarabus@gerflor.com
tarabusbygerflor.com



Gerflor
theflooringgroup

DESCRIPTION

Backing		NT
Thickness		2.25 ± 0.15 mm 0.088 ± 0.006"
Weight		2.20 ± 0.15 kg/m ² 4.05 lb/Sq.Yd
Roll width		200 cm 6.56'
Roll length		24 lm 78.72'

PERFORMANCE

Dimensional stability	ASTM D 1204	≤ 0.3 %
Abrasion resistance	ISO 9352 TABER TEST	300 ± 50 mg 0.01 ± 0.002 oz
Indentation resistance	EN 433	≤ 0.2 mm < 0.008"
Low temperature resistance	D 42 1235 A	- 20°C / -4°F
Sound Damping Characteristics	ISO 717/2	ΔI = 5 dB
Color fastness	ASTM D 4459	≥ 7
Slip resistance	ASTM D 2047	> 0.6
Fire resistance	FMVSS 302 (ISO 3795/76)	Conform
	Docket 90a (ASTM E648) (NFPA 253)	Class 1 (CRF > 0.45 W/cm ²)
Resistance to chemicals	EN 423	Unaffected by diluted acids and bases Unaffected by domestic products (excluding solvents for plasticized PVC)



2018 Product Application Guide • 3-7-18



NCL2 CENTURY SERIES™

NCL2 Century Series™ Features

- Fully automatic NHTSA compliant lift, operated by an attendant
- Loading position - either direction
- Interfaces with OEM interlocks
- Lift mounted lights - platform illuminated as it deploys
- Hand control with illuminated functions
- Locking mechanical Inboard Barrier (IB), powder coated yellow for safety and high visibility, prevents movement if occupied
- Pump design prevents platform folding when occupied, quiet operation and low current draw
- Durable redesigned baseplate reduces lift weight and allows for quicker and easier service of hose/wiring
- Easily installed, step-by-step installation instructions, no peripheral hardware required
- Visual and audible warning provides notification of unsafe conditions
- Spring-loaded outer barrier that will transition to the fully up position as the platform leaves the ground, has durable rubber nose guard and is powder coated yellow for safety and high visibility
- Parallel arms lift with hydraulic cylinders
- Side or rear door application
- Several platform widths and lengths
- Dual handrails for security and convenience
- Bridging feature permits the wheelchair user to board the lift from sidewalks or inclines
- Floor to ground travel is 48"
- Lifting capacity is 800 lbs
- Integrated back-up pump
- Equipped with an adjustable anti-rattle feature to avoid unpleasant noise in the vehicle during transit
- Durable high-gloss powder coated finish
- Lift-Tite system stows the lift platform securely while the vehicle is in transit
- Pump module with removable cover offers easy access to all components

NCL2 Century Series™ Models

NCL917IB-2

NHTSA Compliant Usable Platform: 33" x 51"

NCL919IB-2

NHTSA Compliant Usable Platform: 34" x 51"

For a front-mounted pump assembly, add "F" to the model number when ordering (example: NCL917FIB-2).

IB = Inboard Barrier HB = Handrail Belt

General Function: Electrohydraulic, power up/gravity down operation

Operation: Hydraulic pump with two lifting cylinders

Control: hand-held control box

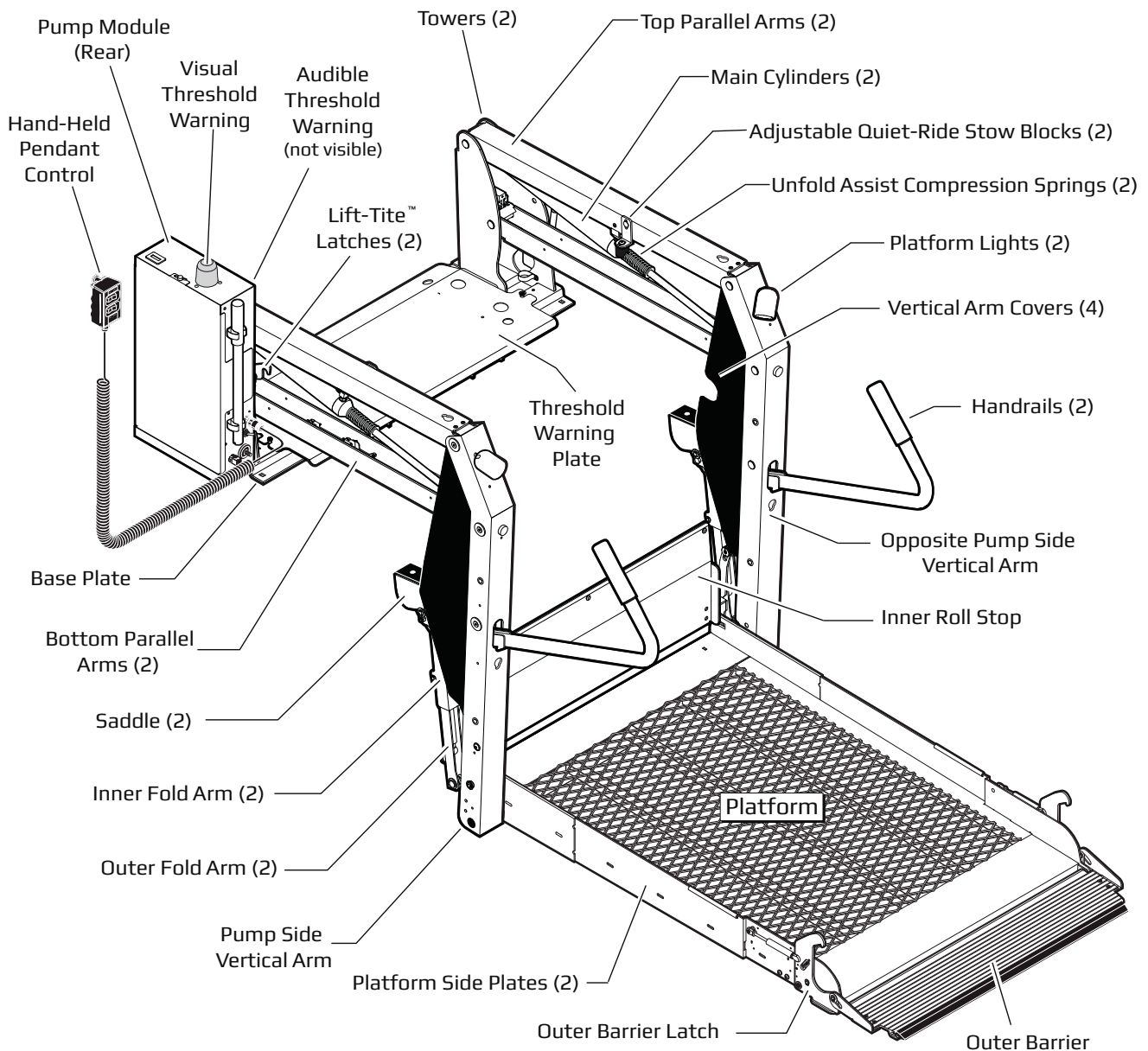
Hydraulic: Pressure Max. 2,495 psi, Fluid is Univis HVI 26, oil reservoir is .33 gal

Construction: Steel structure with powder coat finish

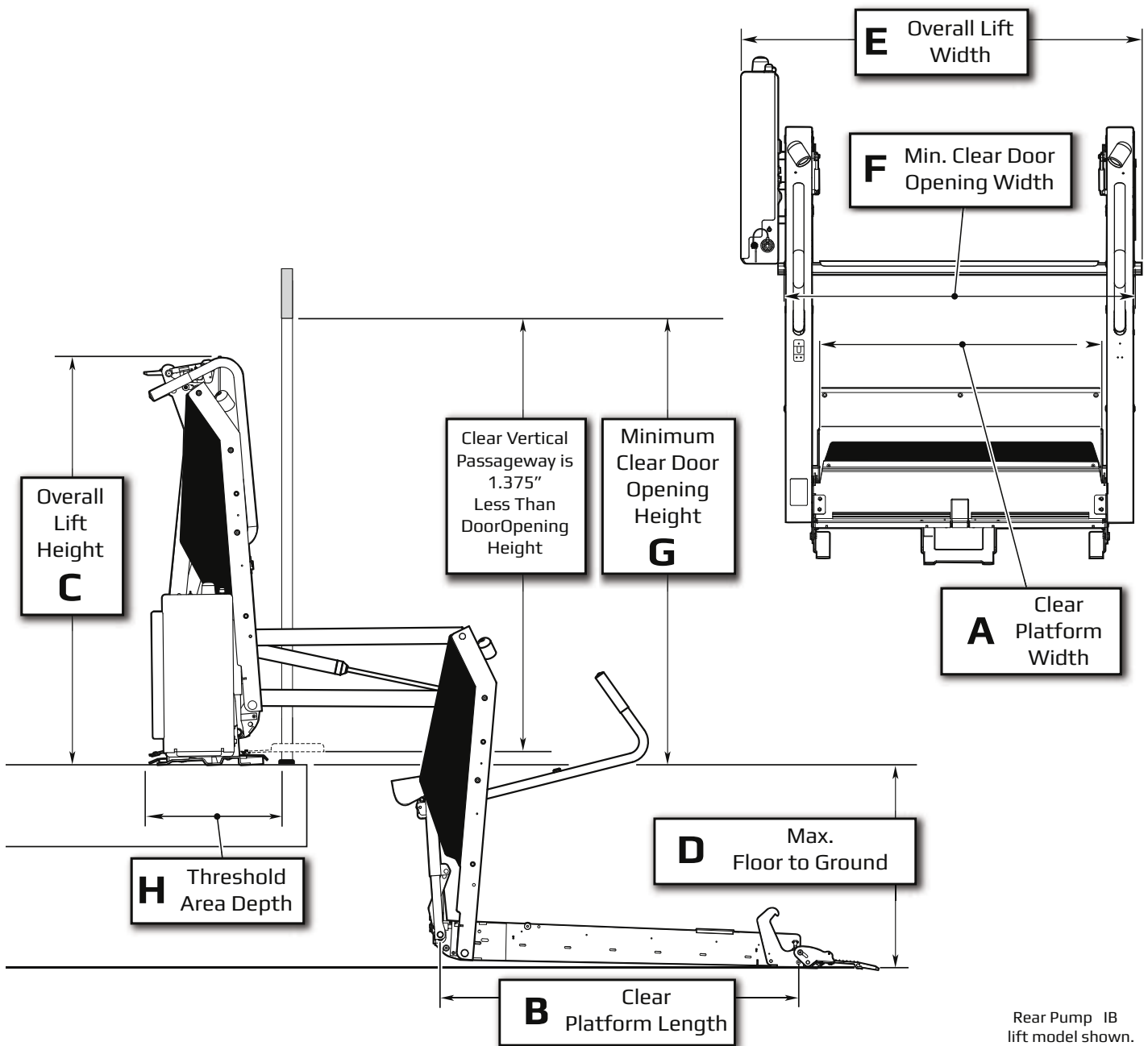
Operating Temperature: 0°F to 140°F

Power Supply: 12VDC

Current Consumption: Max. 70A (12V)



NCL2 Century Series™ Dimensions



All dimensions are for reference only.

NCL2 Century Series™			A	B	C	D	E	F	G	H
Lift Model Number	Lift Weight lbs	Lifting Capacity lbs	Clear Platform Width	Clear Platform Length	Overall Lift Height	Max. Floor to Ground	Overall Lift Width	Min. Clear Door Opening Width	Min. Clear Door Opening Height	Threshold Area Depth
NCL917IB-2	358	800	33"	51"	56.25"	48"	47"	42"	57.375"	18"
NCL919IB-2	358	800	34"	51"	56.25"	48"	48"	43"	57.375"	18"

NCL2 Century Series™

NHTSA Installation Kits

	<u>Side Door</u>	<u>Side Door with Side Curtain Air Bags</u>	<u>Std. Length Rear Door</u>	<u>Ext. Length Rear Door</u>
Dodge Ram Promaster (2014 & up)	38673KS		38674KS	
Ford E-Series	30956K		30957K	30970K-42
Ford Transit (2015)	400775KS	400534KS	400774KS	400773KS
Ford Transit Template (2015)	400779KS	400801KS	400778KS	400778KS
GM	30958K		30959K	30981K
Sprinter (2007 & up)	34474KS		34120KS	401364KS
Sprinter (2014 & up)				401174KS
Sprinter Template (2014 & up)				401177KS

Van Mounting Kits contain floor reinforcements for 403/404 compliance.

NCL2 Century Series™

Accessories



◀ **31579KS**
Handrail Restraint
Retractable -
for 51" Platforms

35533KS
Handrail Restraint
Retractable -
for 54" Platforms

35331KS
Handrail Restraint
Non-Retractable



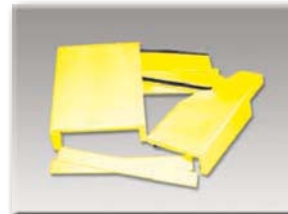
◀ **35295K**
Upper Tower Support Kit



◀ **33659KS**
Replacement
Hand-Held
Control



◀ **23708A913**
"Full Curtain"
Lift Cover
(NCL917-2)



◀ **402606KS**
Padding Kit
NCL2 Series

NCL2 Century Series™ Specifications

**COMMERCIAL WHEELCHAIR LIFT SPECIFICATIONS - IN COMPLIANCE WITH
United States Department of Transportation Rules and Regulations 49CFR, Part 38.
FROM THE AMERICANS WITH DISABILITIES ACT OF 1990 and NHTSA Rule 403 (2004)
“Provided to make your spec writing easier.”**

The wheelchair lift is compliant with Federal Motor Vehicle Safety Standard 403 for platform lift systems for motor vehicles. The lift shall have been tested to a minimum static load of 2400#. The lift shall have 800# rated lifting capacity. The base plate shall be a corrugated designed member to provide rigidity to minimize lift deflection when placed under load.

The power supply shall be a 12 volt electro-hydraulic system operating two single-acting cylinders. The hydraulic power pack system shall be of modular design allowing for easy removal and field replacement, if needed. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The power operation of the hydraulic cylinders shall be of a pull-type design for smooth lifting operation and improved synchronous arm movement. The pivot pins in the trunnion (knuckle) of the pivot arms shall be of stationary design. The hydraulic system shall be regulated by two separate relief valves, one of which is designed to prevent accidental stowing when occupied.

The hand control for lift operation shall be of a one-hand operation design made of durable plastic. The hand control will provide user with illuminated functions. The hand control cable shall be coiled with quick-change connections for ease of maintenance or field change.

A manual back-up system shall be provided to ensure operation of the lift in case of electrical failure. The backup system shall provide a reliable means of manually raising and lowering the lift while occupied. The back-up system shall fold and unfold the platform. The back-up pump shall be integrated with the hydraulic power pack system such that no hydraulic lines or fittings are required.

The platform shall be of steel construction and the surface shall be of see-through grating allowing for improved visibility and safer use in inclement weather. The platform shall have a minimum usable wheelchair passageway width of 33 inches and a minimum usable length of 51 inches requiring a 57 inch vertical clear door opening. The sides of the platform shall be a minimum of 2.5 inches high.

The platform shall be automatically folded and unfolded and fully automatic in operation. The platform shall allow both inboard and outboard facing of wheelchair and mobility aid users. The platform entrance ramp shall be extruded aluminum for weight savings, have a rubber leading edge and raised ribs for traction. The outer barrier must not raise if occupied with 25 lbs. The outer barrier shall be the sole outboard wheelchair retention device and shall be interlocked and comply with the FMVSS 403 requirements. Dual handrails shall be provided to add security and convenience. These handrails shall be 1-1/4 inch minimum diameter, minimum 30 inches in height, minimum of 8 inches in length, and withstand a 100# force in any direction (including vertical) without permanent deformation. The lift must have a fail safe system to prevent stowing if solenoid welds. The platform shall have “built in” lighting to meet 404 platform lighting requirements with no auxiliary lighting.

All lift components shall be finished with a baked-on powder coating, which will meet a salt spray test of 1000 hours, to provide corrosion resistance and a long service life. BraunAbility Century Series to include but not limited to the following model numbers:

- NCL917IB-2, NCL917FIB-2, NCL919IB-2, NCL919FIB-2



braunability.com

800.THE.LIFT

ISO 9001:2008

631 West 11th Street, Winamac, IN 46996, USA

QRT-360[®]



PREMIUM
HEAVY-DUTY
WHEELCHAIR RETRACTOR



QRT-360[®]

Introducing the QRT-3 SERIES Wheelchair and Occupant Securement System

The first 4-point, heavy duty, fully automatic retractable tie-downs **built to withstand the higher loads of the WC18 standard** and be compatible with WC19 wheelchairs



Meets all requirements of the newest WC18 standards.
Also compatible with WC19 Wheelchairs.

WC18/WC19 at a Glance

As WC19 wheelchairs become increasingly popular, new higher standards have been recommended for wheelchair tie-downs to be fully compatible.

The revised RESNA WC18 standard for Wheelchair Tie-downs and Occupant Restraint Systems (WTORS) was instituted in 2015 and is now in effect.

The most significant implication of the revised standard is that wheelchair tie-downs must be stronger. WC19 covers the design and testing of wheelchairs for use in passenger transportation, and it brings about much needed passenger protection as well as some challenges for WTORS manufacturers.

These crash tested wheelchairs will feature lap belts that are integrally mounted onto the wheelchair frame, as opposed to relying on traditional WTORS equipment where the passenger belts are mounted separately. During a collision, this new dynamic produces loads on the WTORS up to 60% higher.

An All-New Design from the Floor Up

Stronger than any previous retractor, QRT-360 utilizes innovative energy management designs and material technologies to deliver the system's full strength for maximum load capacity.

QRT-360 retractors achieve a surrogate wheelchair rating that meets the requirements of WC18 with an energy-absorbing steel frame, new high strength 58mm webbing with fine-adjust self tensioning, and 25 high-strength teeth. A re-engineered Positive Locking Interface contributes to the system's ability to secure extremely heavy loads.



A More Secure Connection, Every Time

With Q'STRAIN J-hook attachments, operators can achieve a secure attachment on virtually any wheelchair. An updated Positive Lock Indicator provides the operator with clear and certain visual confirmation that the retractor is locked and the vehicle is ready to go. Our patented design eliminates the guesswork when passenger safety is involved.

Automatic Tightening Increases Safety

Q'STRAIN's industry-leading self-tensioning system automatically tightens the straps to eliminate any slack created by small wheelchair movements. The belts continue to tighten during low-g vehicle movements, which reduce the potential for dangerous excursions in the event of a collision.

Automatic Release Makes it Easy to Use

Securement is simplified by the compact and ergonomically designed knob. Thanks to Q'STRAIN auto-release, operators and attendants can pull and secure the wheelchair hook in one step without having to press a release button.

Compatible with Most Vehicles and Chairs

Like other Q'STRAIN systems, the QRT-360 is compatible with the widest variety of wheelchairs and scooters.





WWW.QSTRAINT.COM/QRT360

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Email: qstraint@qstraint.com

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21 Shoebury Street,
Rocklea, Australia, QLD. 4106
Tel: +61 7 3892 2311
Fax: +61 7 3892 1819
Email: info@tramanco.com.au

4

3

2

1

Q5-7583-A

REV	ECN	DESCRIPTION	BY	APV	DATE
A0	1387	NEW DRAWING RELEASE.	GS	CA	10/24/2011
B	2330	ADD PACKAGING TO DRAWING. UPDATE SHEET FORMAT.	GS	CA	11/9/2015

D

D

C

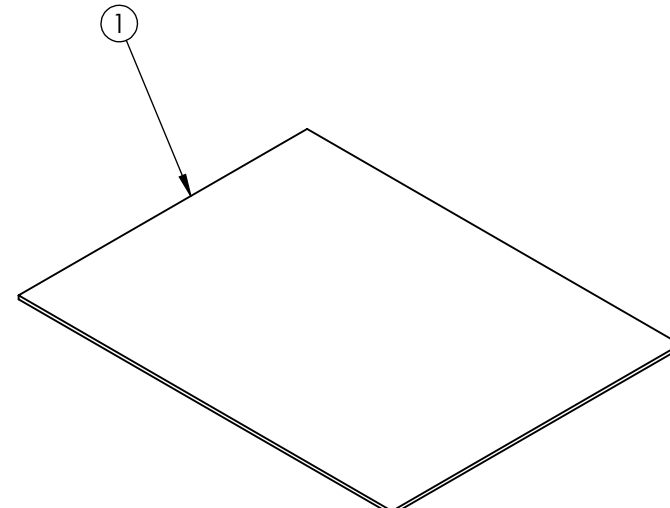
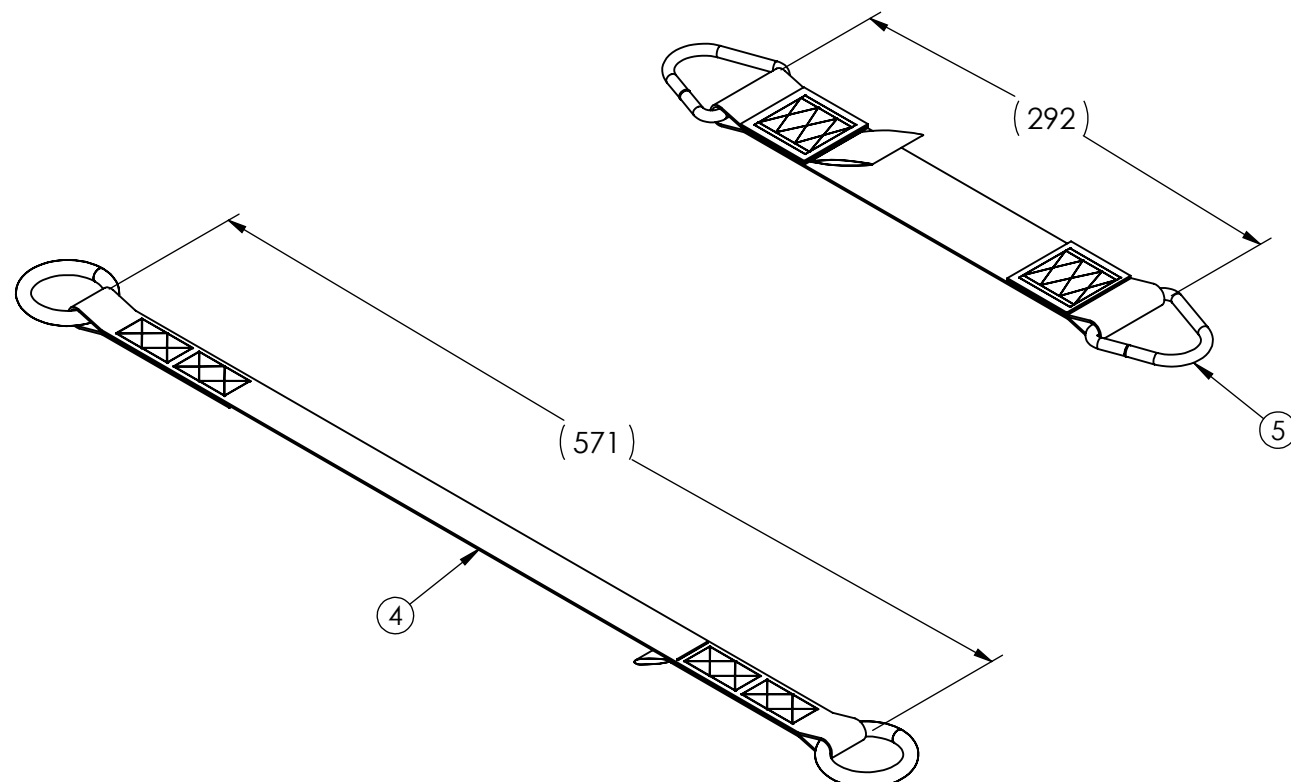
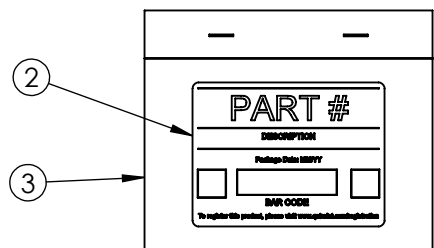
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B

B

A

A



ITEM	PART NUMBER	DESCRIPTION	QTY
1	Q5-1160-SC	INST DRIVER GDE SCOOTER SECRNT	1
2	Q5-3995	LABEL 4X3 DIRECT THERMAL WHT	1
3	Q5-6464	6 X 9 PLASTIC HARDWARE BAG	1
4	Q5-7583	WEBB LOOP 1" BLK TRI-WHEELER	1
5	Q5-7583-2	WEBB LOOP 2" BLK TRI-WHEELER	1

UNLESS OTHERWISE SPECIFIED:
 1. ALL PRODUCT CHANGES REQUIRE ENGINEERING APPROVAL.

DIMENSIONS ARE IN mm.	THIRD ANGLE PROJECTION PRINTED COPY UNCONTROLLED	THE USE, DUPLICATION, DISTRIBUTION, OR DISCLOSURE OF THIS DATA (IN WHOLE OR IN PART) FOR PURPOSES OF MANUFACTURING OR PROCUREMENT WITHOUT WRITTEN PERMISSION OF "Q'STRAIT" IS EXPRESSLY PROHIBITED.	www.qstraint.com
ASME Y14.5-2009		DRAWING TITLE:	DRAWING NUMBER:
SCALE: 1:4	SIZE: B	TYPE: U	Q5-7583-A
			REV: B 1 OF 1

4

3

2

1



Q8-6327

Description

Retractable Lap & Shoulder Combination Belt with Retractable Height Adjuster, Mounted for L-Track on top and bottom. Integrated Combination Belt features two retractors mounted onto L-Track fittings that attach onto rear tie-downs. The retractable Height Adjuster allows for quick vertical adjustment to the ideal height.

Includes:

- (1) Retractable Lap & Shoulder Combination Belt with Retractable Height Adjuster, Mounted for L-Track on Top and Bottom (Q8-6323-HR-A)
- (1) Lap Belt Extension (Q8-6340)



QS00073

Description

Heavy-Duty Storage Pouch provides storage for a complete securement system when not in use. Meets FMVSS 302.

Includes:

- (1) Heavy-Duty Storage Pouch (QS00073)

Product Associations



Q5-7590

Description

Belt Cutter with Velcro™. Used to cut webbing in an emergency. Also available without Velcro™ (Q5-7590-2).

Includes:

- (1) Belt Cutter with Velcro™ (Q5-7590)

Product Associations

General Accessories



MANUFACTURER'S LIMITED WARRANTY FOR MSV PRODUCTS

DEFINITIONS:

1. Conversion Warranty - This is the warranty provided by MSV for all additional components, body structure, and assembly of the finished MSV Product (the "Product") and is comprised of the following:
 - a. MSV Basic Conversion Limited Warranty – the standard warranty covering the first Purchaser and subsequent Purchasers within the terms outlined later in this document.
 - b. MSV Floor Structure Limited Warranty – the warranty covering the floor structure of the converted portion of the finished Product, under the terms outlined later in this document. This warranty is offered to the first Purchaser and subsequent Purchasers.
2. Chassis Warranty - This is the warranty provided by the chassis manufacturer (e.g. Ford)
3. Product - All vehicles, parts and components manufactured by MSV.
4. Purchaser- The individual, group, company, or other legal entity that purchases, at retail, a new MSV Product as the end-user either from an authorized MSV Dealer, or directly from MSV.

STANDARD WARRANTY TERMS:

1. MSV Warranty: The MSV Basic Conversion Limited Warranty period runs for three (3) years from the original date of first retail purchase, or for thirty-six thousand (36,000) odometer miles, whichever occurs first. MSV provides coverage for those components defined under the MSV Floor Limited Warranty outlined herein. During the specified warranty period, MSV agrees to provide coverage for parts and labor to perform repairs necessary subject to the items and limitations of this warranty agreement. Specific warranty details are described later in this document within the sections "What is Covered by this Warranty" and "What is Not Covered by this Warranty".

2. Chassis Warranty: The Product's Chassis is covered exclusively by the warranty provided by the Original Equipment Manufacturer (OEM) and is not warranted by MSV. Please consult the warranty documents available from the chassis OEM

3. Third-Party Warranty: In some cases, accessory components such as restraint systems, adaptive driving equipment, and other non-MSV components are installed during manufacturing and carry their own unique warranty coverage. While MSV Customer Care will assist wherever possible, these individual components shall be warranted by the respective supplier per the terms and conditions of each respective warranty, and shall not be the responsibility of MSV. Under these circumstances, a supplier's warranty statement will be provided with each new MSV Product and will be available upon request.

MSV CONVERSION WARRANTY STATEMENT:

MSV warrants each van Conversion will be free of defects in materials and workmanship used during the conversion manufacturing process. Warranty coverage is provided based on ordinary use and service within the expressed time and mileage limits set forth herein. In the event your vehicle requires repairs, the following terms and conditions shall apply:



WARRANTY TERMS AND CONDITIONS:

The following Terms and Conditions apply to all MSV warranties described herein:

1. **Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
2. **Limitation of Remedies.** In no case shall MSV be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the bus body or any associated equipment, cost of capital, cost of any substitute bus body, equipment, facilities or services, downtime, the claims of third parties including customers, and injury to property. This limitation does not apply to claims for personal injury. In the event this provision is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Warranty, but this Warranty will be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein.
3. **Warranty Claim Procedure.** The Purchaser must notify MSV Customer Care, or an authorized MSV Warranty Provider, of a potential Warranty Claim prior to the initiation of any warranty work. Within a reasonable time of receipt of the notification, MSV, or its authorized Warranty Provider, will provide the Purchaser with further instructions on how to proceed with such warranty claim. Any notice of a warranty claim and all other warranty correspondence must be sent to MSV Warranty Department, 800 Quik Trip Way, Belton, Missouri 64012. MSV may designate new or additional addresses and will notify the Purchaser in the event of such change.
4. **Time Limit for Bringing Suit.** Any action for breach of warranty must be commenced within twelve (12) months following delivery of the Product or within one (1) month following the first twelve thousand (12,000) miles, whichever comes first.
5. **No Other Warranties.** Unless modified in writing and signed by both parties' authorized representatives, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all the prior agreements, oral or written, and all other communications between the parties (including without limitation any terms and conditions contained in any purchase order or sales invoice) relating to the subject matter of this agreement. No employee of MSV or any other party is authorized to make any warranty in addition to or in lieu of those made in this agreement.
6. **Warranty Registration.** Warranty Registration is required to activate coverage on new Products. Upon receipt of a MSV Product, and within two weeks of delivery, Purchaser or Dealer is required to submit the final Product acceptance and warranty registration to MSV Customer Care, Attn: Product Services. It is the obligation of the Purchaser to sign the customer acceptance card and return it to MSV Customer Care within the two weeks following retail purchase and delivery. The customer acceptance and warranty registration must be on file for any warranty claim to be considered.



MSV BASIC NEW VEHICLE WARRANTY:

1. What is Covered by this Warranty. MSV Basic New Vehicle Warranty provides coverage for the original Purchaser, beginning on the original date of purchase, and all subsequent Purchasers. MSV warrants that the Product, and all other original components manufactured by MSV, are free from defects in materials used and workmanship during the final conversion process. If, within any of the applicable MSV warranty periods, a defect in material or workmanship is discovered, the Purchaser shall contact MSV Customer Care, or an authorized MSV Warranty Provider for inspection and warranty claim authorization before proceeding with repairs. In no event shall such notification be received later than one (1) month after the applicable warranty period or one month after the applicable mileage, whichever comes first. Within a reasonable time of receipt of such notification, MSV will work to correct any covered defect in material or workmanship with either new or used replacement parts, at MSV's option. Such repair, including both parts and labor, is at MSV's expense.

2. What is Not Covered by this Warranty. MSV does not warrant the following:

- Any product, components or parts not manufactured by MSV, including but not limited to the chassis or any chassis part;
- Damage caused by use of the vehicle for purposes other than those for which it was designed;
- Damage caused by accident or the negligence of the Purchaser or any third party;
- Damage caused by disasters such as fire, flood, wind, and lightning;
- Damage caused by the Purchaser's failure to provide normal preventive maintenance as customarily accepted in the industry or as set forth in maintenance guidelines;
- Filters, belts or other parts which are a part of normal maintenance replacement;
- Damage caused by unauthorized or improper installation of attachments, repairs, modifications or alterations;
- Damage caused by replacement of original parts or components with unauthorized substitutes;
- Damage during shipment;
- Any other abuse or misuse by the Purchaser or Operator;
- Damage caused by exposure to contaminants, corrosives, salt, chemicals, irradiation or environmental or atmospheric conditions; and
- Any and all claims relating to Tires. Such claims are solely the responsibility of the manufacturer.



5 year Warranty for Dual Parallel Arm Lifts

Your customers can rest a little easier with an additional 2 years added to their warranty.

They simply need to complete and send in their warranty card within 20 days of purchase and enjoy the benefits.

Register products online using baconnectplus.com

Note: See owners manual for full warranty details/descriptions



Dual Parallel Arm Lifts BraunAbility Five Year Warranty Summary

BraunAbility, Winamac Indiana, warrants its wheelchair lift against defects in material and workmanship for up to five years, providing the lift is operated and maintained properly. This warranty is limited to the original purchaser and does not cover defects in the motor vehicle on which it is installed, or defects in the lift caused by a defect in any part of the motor vehicle.*

The warranty commences on the date the lift is put into service, providing the warranty registration card is completed by the Certified BraunAbility Dealer within twenty days of purchase. If the lift is not registered, the warranty will expire three years from the date of manufacture as identified on the lift serial number tag.

The warranty also covers the cost of labor for the repair or replacement of parts for three years when performed by a Certified BraunAbility Dealer.

The warranty does not cover normal maintenance, service, or periodic adjustments necessitated by use or wear. BraunAbility will not, under any circumstances, pay for loss of use, incidental or consequential damages related to the lift, or damage to the vehicle in which it is installed.

The warranty will become null and void if the lift has been damaged due to accident, misuse, or neglect, or if the lift has been altered in any respect.

**The five-year portion of this warranty covers the following lift power train parts: Chain-Cylinder-Flow Control-Gear Box-Motor-Pump-Hydraulic Hose & Fittings-Solid State Controller. All remaining lift components are covered by a three-year warranty.*





Warranty Service Procedure

Any warranty service must be requested and approved by Master's Transportation before the work is authorized.

- The Agency will notify Master's Transportation of the issue. Please have the VIN, mileage, signed Statement of Warranty Coverage form and description of the service issue readily available before contacting Master's Transportation.
 - Tyetta Miller, Service Manager
 - tmiller@masterstransportation.com
 - Kendra Cummings, Warranty Representative
 - kcummings@masterstransportation.com
- Master's Service Department (MSD) verifies issue and contacts the Agency with any questions or clarifications.
- MSD will send a Warranty Authorization Form to the Agency which must be completed and returned to MSD for evaluation and approval before the warranty process begins
- Once pre-authorization is received, Master's will direct the Agency to the nearest authorized service facility.
- End user will arrange for the service appointment and take the vehicle to the authorized service center.
- Once the service is completed, Master's Transportation will pay the service provider, that which the warranty will cover. Any gap in what warranty pays, and the balance of the bill, is the responsibility of the bus user. Hourly rate for repairs is \$150.
- Any chassis related issue is to be handled by your local chassis dealer (i.e. Ford, Chevy, Freightliner, etc.)

Downtime is dependent upon issue, parts availability and complexity of repair.

Kansas City, MO

Denver, CO

800 Quik Trip Way, Belton, MO 64012

1011 S. Huron St, Denver, CO 80223

Kearney, NE

Hot Springs, AR

Ozark, MO

3710 Central Ave, Ste 5, Kearney, NE 68847

4364 Malvern Rd, Hot Springs, AR 71901

171 Shady Oak Rd, Ozark, MO 65721



Master's Transportation Statement of Warranty Coverage

Thank you for the purchase of a new vehicle from Master's Transportation Inc. Master's takes pride in providing outstanding customer service and this continues after the delivery of your new vehicle(s).

Part of this outstanding service is Master's serving as the warranty administrator for the manufacturer of the unit you recently purchased. Your new vehicle includes a wide range of coverages from both the chassis and body manufacturers as outlined by their warranty coverage statements.

All warranty work requires a warranty authorization from the manufacturer prior to completing any repairs to your new vehicle. To obtain a warranty authorization please contact a Master's warranty specialist at 1-800-783-3613. The warranty specialist will assist with acquiring the warranty authorization and with expediting the process of the repair.

Any un-authorized repair cost or repairs that fall outside the coverage provided by the manufacturer will be at your expense and not the responsibility of Master's Transportation Inc.

Customer Signature _____ Date _____

Master's RSM Signature _____ Date _____

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Orion Registrar, Inc.
Thorough and Fair Auditing

Certificate of Certification

This is to certify the Quality Management System of:

Master's Specialty Vehicles
800 Quick Trip Way
Belton, MO 64012 USA

Has been assessed by Orion Registrar and found to be in compliance with the following Quality Standard:

ISO 9001:2015

The Quality Management System is applicable to:

**Design and Build of Modern Mobility
Transport Products**

The Certification period is from

May 18, 2021 to May 17, 2024

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID: 9867

Certificate ID: 1022266





Masters Specialty Vehicles
 800 Quick Trip Way, Belton MO 64012
 800-783-3613

MSV Pre-Award Buy America

Item Description	% of Vehicle Cost	Place of Manufacture
2023 Ford Transit 350 XL AWD DRW (U5X)	76%	MO
Base Conversion	24%	MO
Total Percentage of US Assembly	100%	
Pareto ALFO Aluminum Modular Flooring System Transit EL 148" WB DRW-Includes Gerflor & MSV-LC01 ALFO L Track Covers	4.46%	MI
Parking Courtesy Sticker on Rear Door (REQUIRED)	0.00%	MO
Go ES 1PL, 3PT Gen 2 RIGID SS RH Belt w/Grab Handle and US Arms-Fabric-NPF by CMI Enterprises #831 Pinwheel Mono Blue ALFO Freedman Seat Leg on Quik Release Mount(Pareto flooring per Seat-1 per Single/SINGLES ONLY)	6.53%	MI
L-Track Surface Mount For Shoulder Belt, Pre-Drilled 100" (includes driver &/or pass side)	1.75%	MI
Transit 170 Class Passenger Side Shoulder Belt System Assembly (U4X)	0.09%	FL
Transit 170 Class Driver Side Shoulder Belt System Assembly (U4X)	0.56%	NY
Transit 170 Class Driver Side Shoulder Belt System Assembly (U4X)	0.59%	NY
Commercial Braun NCL919FIB-2 Wheelchair Lift., 34" x 51" platform, NHTSA compliant, dual hydraulic lift arms, simplified electrical system with spring-loaded roll stop to keep the wheelchair securely on the wheelchair lift platform, 800 pound capacity automatic ADA lift,	4.65%	IN
Q'Straint 360 4-point Retractable Wheelchair Tiedown System/Tension Knobs/W18 Compliant - "L" Track Tie Down Storage Bag	1.62%	FL
InPower ITM129-T20 WC Interlock to meet FMVSS 403 / 404 (Ford Transit Manual Park Brake)	0.22%	FL
InPower Fast Idle (Ford Transit)	0.33%	OH
Fire Extinguisher 5 LB (MUST ORDER)	0.24%	OH
Body Spill Kit (stowed)	0.12%	NC
First Aid Kit (16 piece, plastic case)	0.04%	MO
Triangle Reflector Kit	0.05%	MO
Seat Belt Cutter	0.06%	OR
Transpec Roof Hatch (White with Alarm)	0.01%	MO
Driver Side Short Running Board / Black (includes reflective tape)	0.59%	MO
Passenger Side Full Length Running Board / Black (includes reflective tape)	0.36%	SC
Vehicle Clearance Sticker	0.40%	SC
Solid Brass 7" Valve Stem Extensions for Dual Wheels	0%	MO
Front & Rear "RUBBER" Mud Flaps	0.25%	GA
Street Side Exhaust-Behind Rear Axle-3" ahead of Rear Bumper	0.30%	IN
Front Tow Hooks	0.31%	MO
Quick Straps	0.34%	GA
	0.18%	FL
	24%	

The bidder certifies that it complies with the Buy America requirement of Section 165 (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations set forth in 49 CFR 661.11.

Location of final assembly is: 800 Quik Trip Way, Belton, MO 64012.



Masters Specialty Vehicles
800 Quick Trip Way, Belton MO 64012
800-783-3613

Final assembly includes installation of Flooring system, Seating, Wheelchair lift, Wheelchair Securements, DOT Safety Kit/Body Fluid Kit, handrails and additional wiring as needed. Final assembly cost is \$1,732.50.

Monte Borman

By: Monte Borman
Title: Production Coordinator
Modifier: Masters Specialty Vehicles
Date: 3/6/2023



To: Nebraska Department of Transportation

Subject: Master's Transportation Pricing

Master's Transportation is one of the nation's leading providers of commercial vehicles for rent, lease and purchase. We are proud to offer new and used shuttle buses and vans, school buses, multi-function school activity buses and motor coaches.

Due to extreme volatility in the supply chain market, Master's Transportation cannot reliably predict chassis prices offered by the chassis manufacturers and second stage manufacturers. With the current environment, our manufacturers have sent us price increases every 8-12 weeks throughout 2022.

Our manufacturers have received multiple and significant price increases over the last 24 months due to COVID-19 pandemic related supply chain and labor shortages, from not only their body material suppliers, for items such as steel, wood products, and fiberglass; but also from their finished subcomponent suppliers, for items such as wheelchair lifts, passenger seating, and heating and air conditioning systems. The consistent material increases have made it impractical for Master's to continue to sell units to our customers based solely on annual pricing increases obtained through Producer Price Index (PPI).

The following details some of the actual increases our manufacturers have received from suppliers for the most common components over the last 24 months.

Bus Body Steel Structure

- Increase of 125% across main structural components.

Stainless Steel Components

- Increase of 150% across stainless steel components, which include entry steps, battery boxes, battery trays, and exterior door frames.

Fiberglass / FRP / ABS

- Increase of 35% across fiberglass components, which include interior and exterior sidewalls, roof, front and rear fiberglass caps, skirting, and interior paneling.

Finished Component Pricing

- Increase of 35% across major components, which include windows, doors, wheelchair lifts, wheelchair restraint systems, passenger seating, bumpers, and auxiliary heaters and air conditioning systems.

Labor / Freight

- Labor and Freight costs have increased by 47% and 136% respectively.

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Ford Motor Company instituted a series of unprecedented production shutdowns in 2022 due to the global microchip supply shortages related to the Covid-19 pandemic which has compounded the chassis availability issue we've been experiencing for the last two years.

As the Ford Motor Company chassis is a necessary component, timing of chassis arrival dates are unknown and uncontrollable factors for a body manufacturer and as a result of the extreme material increases cited previously, some manufacturers are requesting a price increase application to cover 2023 calendar year body costs. This is with the knowledge that they anticipate even more price increases in the upcoming 18 months, as labor and supply chain issues continue to plague our industry. Additionally, Ford will not be offering price protection for chassis orders as they transition from one model year to the next.

Master's is submitting pricing based upon current pricing commitments from the first and second stage manufacturers, however, final pricing to customers will be adjusted in accordance with any change in chassis or manufacturers pricing or GPC.

Master's will provide notice of any potential price adjustments as soon as it becomes available.

Regards,

John Goodbrake
President, Master's Transportation

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Product Line: Options/Accessories

CRS-225 hooks and tethers



Specs

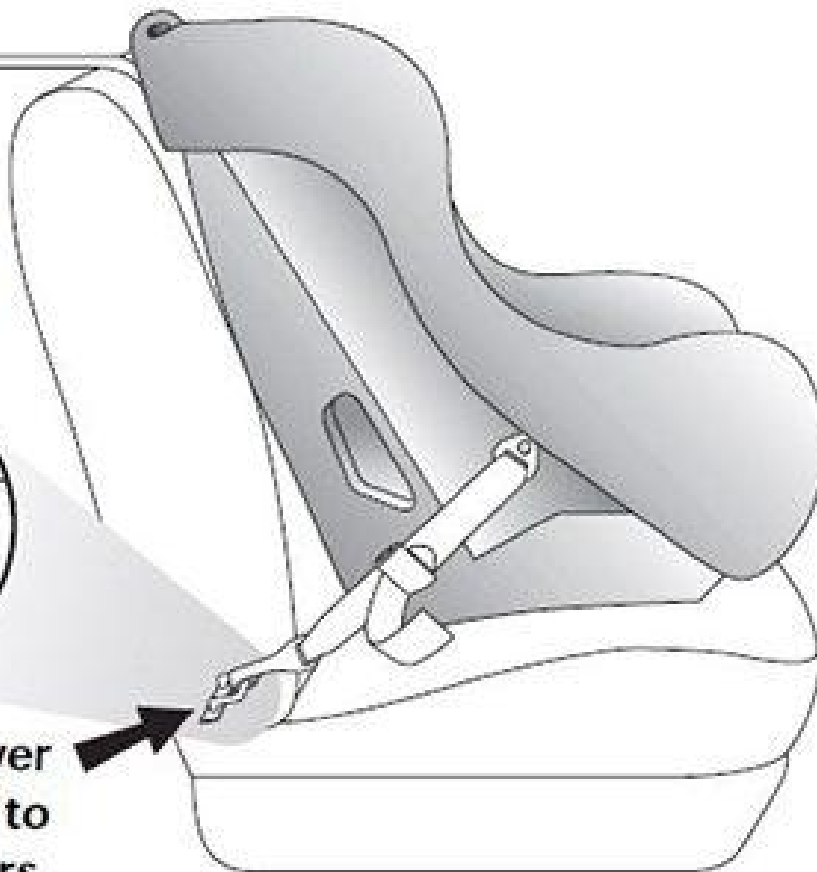


FREEDMAN[®]
SEATING COMPANY

Attach top tether
to top anchor.



Fasten lower
attachments to
lower anchors.



HOME / SEAT ITEMS / OPTIONS/ACCESSORIES / /
CRS-225 HOOKS AND TETHERS

CRS-225 HOOKS AND TETHERS

LATCH is a new system that makes child safety seat installation easier—without using seat belts. LATCH is required on most child safety seats and vehicles manufactured after September 1, 2002.

California residents [see Prop 65 WARNINGS](#).

Find Your Local Representative

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