

State of Nebraska - INVITATION TO BID CONTRACT

Date	1/10/24	Page	1 of 2
Solicitation Number	6852 OF		
Opening Date and Time	01/30/24	2:00 pm	
Buyer	JOSHUA RIEKENBERG (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.

____ 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 2024 or current Production Year Ford E-450 Bus (12 Passengers + 2 Wheelchairs) to the State of Nebraska as per the attached specifications for a two (2) year period from date of award. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(01/04/2024 JR)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	2024 SMALL E-450 BUS OR CURRENT MODEL YEAR	50.0000	EA	\$124,960	\$6,248,000
	Alternate Bid 36" Entry Door	50.0000	EA	\$123,842	\$6,192,100
2	COMPRESSED NATURAL GAS CNG OPT	50.0000	EA	2025 Pricing NA at this time	
3	ADDITIONAL WHEELCHAIR POSITION W/SECURMENT	50.0000	EA	\$2,294	\$114,700

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 6 to 8 months after receipt of order days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

DocuSigned by:
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 Road.
Lincoln, NE 68514

Contact Amy McCall
Telephone 800-783-3613
Email bids@masterstransportation.com

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	DEDUCT REMOVAL OF 2 PASSENGER SEAT / ADD WHEELCHAIR POSITION	50.0000	EA	___ \$ -760 ___	___ \$ -38,000 ___
5	DEDUCT REMOVAL OF 5 PASSENGER ON BACK WALL	50.0000	EA	___ NA with rear lift. ___	_____
6	ADD A 2 PASSENGER SEAT ON CURB SIDE **Foldseat Driver Side** **Double seat NA curb side due to space**	50.0000	EA	___ **\$1,810 ___	___ **\$90,500 ___
7	1 INTERGRATED CHILD SEAT W/ COMPANION SEAT AISLE SIDE	50.0000	EA	___ \$2,250 ___	___ \$112,500 ___
8	1 FEDERAL MOTOER VEH SAFETY STANDARD CRS W DBL LATCH HOOK	50.0000	EA	___ \$149 ___	___ \$7,450 ___
9	MID TO HIGH FEATHER WEIGHT TWO PASSENGER SEAT FLIP SEAT/W ARM	50.0000	EA	___ \$1,694 ___	___ \$84,700 ___
10	24" BLACK ADJUSTABLE PASSENGER SEAT BELT FOR AMBULATORY PASS	50.0000	EA	___ \$39 ___	___ \$1,950 ___
11	DROP SHIP CHARGE OUTSIDE LINCOLN AREA	50.0000	MI	___ \$3 ___	___ \$150 ___

**State of Nebraska (State Purchasing Bureau)
INVITATION TO BID FOR COMMODITIES CONTRACT**

INVITATION TO BID NUMBER	RELEASE DATE
ITB 6852 OF	January 10, 2024
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 30,2024 2:00 p.m. Central Time	Joshua Riekenberg

**PLEASE READ CAREFULLY
SCOPE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for Commodity contract, ITB Number 6852 OF for the purpose of selecting a qualified Contractor to provide 2024 or current Production Year Ford E450 Bus (12 Passengers + 2 Wheelchairs). A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be two (2) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for three (3) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited commodities, this ITB may be used to procure the solicited goods for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this ITB, 2) the bidder's bid was evaluated, and 3) the bidder will honor the bidder's original bid, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter must be posted to a public website. The resulting contract, the solicitation and the successful Contractor's bid or response will be posted to a public website managed by DAS, which can be found at: <https://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all bids or responses received regarding this solicitation will be posted to the SPB website.

These postings will include the entire bid or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION." The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this Invitation to Bid for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this Invitation to Bid, specifically waives any copyright or other protection the contract, bid, or response to the Invitation to Bid may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this Invitation to Bid, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the Invitation to Bid being found non-responsive and rejected.

Any entity awarded a contract or submitting a bid or response to the Invitation to Bid agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the Invitation to Bid, awards, and other documents.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance

Addendum: Something to be added or deleted to an existing document; a supplement

After Receipt of Order (ARO): After Receipt of Order

Agency: Using agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

Agent/Representative: A person authorized to act on behalf of another

Amend: To alter or change by adding, subtracting, or substituting

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

Automated Clearing House (ACH): Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the solicitation

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains contractor's most favorable terms for price

Bid: An offer, bid, or quote submitted by a contractor in a response to a written solicitation

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the bid

Bidder: A contractor who submits an offer bid in response to a written solicitation

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

Business Day: Any weekday, except State-recognized holidays

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

Cancellation: To call off or revoke a bid, purchase order or contract without expectation of conducting or performing at a later time

Catalog/Non-Core: A printed or electronic list of products a contractor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software

Change Order: Document that provides amendments to an executed purchase order

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor

Contract Period: The duration of the contract

Contractor: An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written contract

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

Core List: Items specifically listed on the solicitation upon which a bid is evaluated for award.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor

Default: The omission or failure to perform a contractual duty

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

Evaluation: The process of examining an offer after opening to determine the contractor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids (offers made in response to written solicitations)

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period; not to be confused with "Renewal Period"

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country

Installation Date: The date when the procedures described in "Installation by Contractor" and "Installation by State" as found in the solicitation or contract are completed

Interested Party: A person acting in their personal capacity or an entity entering into a contract or other agreement creating a legal interest therein

Invalid Bid: A bid that does not meet the requirements of the solicitation or cannot be evaluated against the other bids

Invitation to Bid (ITB): A written solicitation used for obtaining competitive offers for Services or Goods

Late Bid: An offer received after the Opening Date and Time

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

Mandatory/Must: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Module (see System): A collection of routines and data structures that perform a specific function of software

Must: See Mandatory/Must and Shall/Will/Must

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

Non-core: See Catalog

Nonnegotiable: These clauses are controlled by state law and are not subject to negotiation

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal bids

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources

Outsourcing: The contracting out of a business process that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back

Payroll & Financial Center (PFC): Electronic procurement system of record

Performance Bond: An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

Point of Contact (POC): The person designated to receive communications and to communicate

Pre-Bid Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

Program Error: Code in Licensed Software that produces unintended results or actions or that produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract

Proprietary Information: Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract, brought by a contractor who has timely submitted a bid response in connection with the award in question to AS Materiel Division or another designated agency with the intention of achieving a remedial result

Public Bid Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend

Quote: See Bid

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent used by the State as recommended by the Contractor

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with “Extension”

Responsible Contractor: A Contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

Responsive Contractor: A Contractor who has submitted a bid which conforms to all requirements of the solicitation document

Shall: See Must

Should: Expected; suggested, but not necessarily mandatory

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its contractor, or market conditions

Sole Source – Service: A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity

Termination: Occurs when the contract expires or either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement

Trade Secret: Information, including but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

Upgrade: Any change that improves or alters the basic function of a product of service

Vendor: Inclusive term for any Bidder or Contractor.

Will: See Mandatory/Must/Shall

Work Day: See Business Day

Curb Weight: The “as delivered” weight of the vehicle with all equipment required for operation, all equipment required by these specifications, and with maximum fuel, oil, and coolant, but without driver or passengers.

Heavy-Duty: Where used in these specifications, the term “heavy-duty” shall mean that the item to which it is applied is to exceed the usual quality or capacity of similar items normally supplied as standard equipment, and that the item shall be capable of withstanding unusual stress, temperature, wear, exposure, and/or use.

Crashworthiness: The body and roof structure of the vehicle shall withstand a static load equal to 150 percent of the curb weight, as defined in Item 1 above, evenly distributed on the roof with no more than a 6-inch reduction in any interior dimension. When the roof is fully loaded as specified above, each emergency exit of the vehicle provided in accordance with FMVSS No. 217 shall still be capable of opening as specified in that standard.

Gross Vehicle Weight Rating (GVWR): Gross vehicle weight rating shall be no less than the sum of curb weight as defined in Item 1 above plus 150 pounds for the driver and for each passenger seating position other than a folding jump seat plus 300 pounds for each wheelchair space provided.

Seating Capacity: The vehicle must be capable of accommodating a wheelchair lift, the driver, at least two standard wheelchairs with seated passengers, and no fewer than nine ambulatory passengers seated in regular passenger seats installed as specified in Section IV.J.2.

ACRONYM LIST

ARO – After Receipt of Order

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

F.O.B. – Free on Board

ICT – Information and Communication Technology

ITB – Invitation to Bid

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This Invitation to Bid is designed to solicit bids from qualified Contractors who will be responsible for providing 2024 or current Production Year Ford E-450 Bus (12 Passengers + 2 Wheelchairs) at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Bid instructions, and Cost Bid Requirements may be found in Sections II through VI.

Bids shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective Contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with SPB. The point of contact (POC) for the procurement is as follows:

ITB Number: 6852 OF
 Name: Joshua Riekenberg, Procurement Contract Officer
 Agency: State Purchasing Bureau
 Address: 1526 K Street, Suite 130
 Lincoln, NE 68508
 Telephone: 402-471-6500
 E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

- Contact made pursuant to pre-existing contracts or obligations;
- Contact required by the schedule of events or an event scheduled later by POC; and
- Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a contractor's bid, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release solicitation	January 10, 2024
2.	Last day to submit written questions. https://nebraskastategov.sharefile.com/r-r550081035c24424ba230eab324925050	January 17, 2024
3.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	January 24, 2024
4.	Bid Opening Join Zoom Meeting https://us02web.zoom.us/j/86235571988?pwd=WWVHd1Z4dlFGbk1STTdhMEQxWEpoUT09 Meeting ID: 862 3557 1988 Passcode: 167910 Upload electronic Bid submissions for 6852 OF via ShareFile to: https://nebraskastategov.sharefile.com/r-rbca1c9c7b95e4fdd97fe46093f60d081	January 30, 2024 2:00 PM Central Time

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "ITB Number 6852 OF; 2024 or current Production Year Ford E-450 Bus (12 Passengers + 2) Wheelchairs) Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Contractors should present, as questions, any assumptions upon which the Contractor's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Contractor. The contract will not incorporate any known or unknown assumptions of a Contractor.

Questions should be uploaded using the ShareFile link provided in the ITB Schedule of Events, Section I.C. It is recommended that Contractors submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Using the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;

3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Colluding with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall report any violations of this clause throughout the bidding process and throughout the term of this contract for both the successful Contractor and its subcontractors.

G. DEVIATIONS FROM THE INVITATION TO BID

The requirements contained in the solicitation (Sections II through VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, solicitation requirements, or applicable state or federal laws or statutes. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF BIDS

The State is only accepting electronic responses submitted in accordance with this ITB. The State will not accept bids by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State. Bids must be submitted via ShareFile by the date and time of the bid opening per the Schedule of Events. No late bids will be accepted.

Pages may be consecutively numbered for the entire bid or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

It is the responsibility of the bidder to check the website for all information relevant to this ITB to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>. If the bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the bid submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

The ShareFile link for uploading ITB response(s) is provided in the ITB Schedule of Events, Section I.C.

*****UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD*****

1. The Bid and Proprietary information should be uploaded as separate and distinct files.
 - a. If duplicated bids are submitted, the State will retain only the most recently submitted response.
 - b. If it is the bidder's intent to submit multiple bids, the bidder must clearly identify the separate submissions.
 - c. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late bids will be accepted.
2. **ELECTRONIC BID FILE NAMES** The bidder should clearly identify the uploaded ITB bid files. To assist in identification the bidder should use the following naming convention:
 - a. xxxx OF, <<COMMODITY>>NAME OF BIDDER Bid
 - b. If multiple files are submitted for one bid, add number of files to file names, e.g.,
 - i. xxxx OF, <<COMMODITY>>NAME OF BIDDER Bid File 1 of 2;
 - ii. xxxx OF, <<COMMODITY>>NAME OF BIDDER Bid File 2 of 2, etc.

The "Invitation to Bid for Commodities Contract" form must be signed manually in ink or by DocuSign and returned by the bid opening date and time along with the bidder's bid and any other requirements as stated in the Invitation to Bid document in order for the bidder's Invitation to Bid response to be evaluated.

By signing the "Invitation to Bid for Commodities Contract" form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid.

I. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Contractors in replying to this solicitation, including any activity related to bidding on this solicitation.

J. FAILURE TO COMPLY WITH INVITATION TO BID

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Contractor's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative documentation regarding vendor performance;
5. Termination of the resulting contract;
6. Legal action; or,
7. Suspension of the Contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

K. BID CORRECTIONS

A contractor may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changing a bid after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE BIDS

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Contractor and at Contractor's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

M. BID OPENING

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid for goods, the Buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released.

N. INVITATION TO BID REQUIREMENTS

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are as follows:

1. Original Commodity ITB form signed using an indelible method (electronic signatures approved by the Nebraska Secretary of State are acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. State's Bid Sheet.
5. Acknowledgement of Federal Clauses

O. EVALUATION OF BIDS

All bids that are responsive to the solicitation will be evaluated based on the following:

1. Neb. Rev. Stat. § 81-161 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Notice or any Vendor Improvement Request (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

P. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria) and ranked by the Evaluation Committee. The State reserves the right to conduct

more than one BAFO. The award will then be granted to the lowest responsible contractor. However, a contractor should provide its best offer in its original bid. Contractors should not expect that the State will request a BAFO.

Q. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a bid in response to this solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a bid, withdraw an intent to award, or rescind the award of a contract.

R. AWARD

The State reserves the right to evaluate bids and award contracts in a manner using criteria selected at the State's discretion and in the State's best interest. After evaluation of the bids, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new bid opening time;
3. Waive deviations or errors in the State's solicitation process and in contractor bids that are not material, do not compromise the solicitation process or a contractor's bid, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a bid;
5. Accept or reject all bids;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the internet at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the internet. Grievance and protest procedure is available on the internet at: https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf

S. SPECIFICATIONS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator or his or her designee will be the sole judge of equivalency. The Contractor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

T. ALTERNATE/EQUIVALENT BIDS

Contractor may offer bids which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such bids if, in the judgment of SPB, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable therefore.

U. LUMP SUM OR "ALL OR NONE" BIDS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

"LUMP SUM" OR "ALL OR NONE" BIDS SHOULD BE CONSPICUOUSLY MARKED ON THE FIRST PAGE OF THE ITB AND BID SHEET (IF APPLICABLE)

V. ALTERNATIVE SUBMISSION METHODS PROHIBITED

SPB will not accept bids by mail, email, voice, or telephone bid **except** for one-time purchases under \$50,000.00.

W. BID TABULATIONS

Bid tabulations are available on the website at: <https://das.nebraska.gov/materiel/bidopps.html>.

X. REJECTION OF BIDS

The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a resident bidder shall be allowed a preference against a non-resident bidder from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidders. Where the lowest responsible bid from a resident bidder is equal in all respects to one from a nonresident bidder from a state which has no preference law, the resident bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

By signing the solicitation, Contractor agrees to be legally bound by all the accepted terms and conditions as well as 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 Contractor 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 Contractor's commercial contracts and/or documents for this solicitation.

The Contractor should submit with their bid any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. Upon notice of Intent to Award, the Contractor 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 Contractor'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;
- If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
- If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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. Contractor's bid response;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to the Contract
7. Federal Clauses

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 Contractor'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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt. 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.

C. NOTICE (POC)

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

D. GOVERNING LAW (Nonnegotiable)

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. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

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 at the same price.

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

G. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Invitation to Bid specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract, the Contractor 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.

I. BREACH

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 by email, read-receipt requested; Certified Mail, Return Receipt

Requested; or in person with proof of delivery. 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 Contractor, 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 contractor. The State may recover from the Contractor 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 Contractor's breach. OR In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

J. NON-WAIVER OF BREACH

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

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

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.

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. If there is a presumed loss under the provisions of this contract, Contractor 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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor 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 Contractor 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 SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor 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 Contractor 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

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 an unforeseeable 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.

Q. CONFIDENTIALITY

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 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 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.

R. EARLY TERMINATION

The contract may be terminated as follows:

The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days' written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

The State may terminate the contract immediately for the following reasons:

- a. if directed to do so by statute;
- b. Contractor 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 Contractor or of any substantial part of the Contractor'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 Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the Contractor 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 Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

Transfer all completed or partially completed deliverables to the State;

Transfer ownership and title to all completed or partially completed deliverables to the State;

Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;

Cooperate with any successor contactor, person or entity in the assumption of any or all of the obligations of this contract;

Cooperate with any successor contactor, person or entity with the transfer of information or data related to this contract;

Return or vacate any state owned real or personal property; and,

Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor 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 Contractor'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 Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
Damages incurred by Contractor's employees within the scope of their duties under the contract;
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;
Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to use any subcontractor, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor 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. If the Contractor subcontracts any of the work, the Contractor agrees to pay any and all subcontractors in accordance with the Contractor's agreement with the respective subcontractor(s).

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor 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 Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html. The completed United States Attestation Form should be submitted with the solicitation response.

If the Contractor indicates on the attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor 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 Contractor 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 Contractors 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 Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor 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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor'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 contractor, F.O.B. 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.

Prices submitted on the cost bid form, once accepted by the State, shall remain fixed for the first (One hundred eighty Days) (180) of the contract. Any request for a price increase subsequent to the (Thirty Days) (30) of the contract shall not exceed Ten percent (10 %) of the price bid for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be effective or billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

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.

H. PERMITS, REGULATIONS, LAWS

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 Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The

Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract the Contractor 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.

K. ANTITRUST

The Contractor 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.

L. CONFLICT OF INTEREST

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 Invitation to Bid or project.

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.

M. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

N. SITE RULES AND REGULATIONS

The Contractor 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 Contractor 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 Contractor.

O. ADVERTISING

The Contractor 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.

P. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan to allow for continued delivery of goods or services under the specifications of the contract in the event of a disaster. The plan should include disaster contingency details related to equipment, personnel, facilities, and transportation. A copy of the disaster recovery and back-up plan should be provided upon request to the State.

Q. DRUG POLICY

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

R. WARRANTY

Despite any clause to the contrary, the Contractor 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 Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State for all fees paid to Contractor 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.

S. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this contract.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

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 (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor 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 Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES (Nonnegotiable)

Invoices for payments must be submitted by the Contractor to the agency requesting the goods or services with sufficient detail to support payment. **Invoices mailed to Nebraska Dept. of Transportation 1500 HWY 2 Lincoln Ne, 68509** 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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

X The State and/or its authorized representatives shall have the right to enter any premises where the Contractor 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 (Nonnegotiable)

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 Contractor 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 Contractor prior to the effective date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Nonnegotiable)

The Contractor 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 (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should 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 Contractor 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 Contractor 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 Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall use 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. See Neb. Rev. Stat. § 84-304 et seq. The State may audit and the Contractor 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 Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the 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 Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor

be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

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 Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. SCOPE OF WORK

The Contractor must provide the following information in response to this solicitation

A. SCOPE

It is the intent of this solicitation to issue a purchase order for the item(s) requested.

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 2024 or current Production Year Ford E-450 Bus (12 Passengers + 2 Wheelchairs) whether or not they may be specifically mentioned below.

It is the intent of this bid invitation to establish a contract to supply 2024 or current Production Year Ford E-450 Bus (12 Passengers + 2 Wheelchairs) per the attached specifications from date of award for a period of two (2) years with the option to renew for an additional three (3), one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. 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 of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation To Bid 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 2024 or Current Production Year Ford E-450 Bus (12 Passengers + 2 Wheelchairs) whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive/ representative literature and photos 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 Contractor 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.

VI. TECHNICAL SPECIFICATIONS

CONTRACTOR INSTRUCTIONS

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

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

“NO” response means the Contractor 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 Contractor’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives 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 Contractor’s alternative is an acceptable alternative.

A. 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 with any single specification can void your bid.
X			2. It is the responsibility of Contractors 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 Contractor.
X			3. No interpretation related to the meaning of solicitation specifications or other pre-bid documents will be made orally to any Contractor by the State. Any solicitation interpretation must be put in writing by the Contractor to: the State Purchasing Bureau, email questions to SPB.as.materielpurchasing@nebraska.gov 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:			

B. GENERAL REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. The manufacturer of the bus body must be certified to be in compliance with Quality Standards of the ISO (International Organization for Standardization) 9001:2000 with regard to the sale, design and manufacture of the bus. Bidder must provide proof that bus manufacturer is certified by ISO and a copy of the manufacturer’s ISO Certification should accompany bid but must be submitted prior to bid award.</p> <p>The vehicle to be procured must provide suitable public transportation in light transit or paratransit service. It must serve the needs of the physically and mentally handicapped, including those who must travel in wheelchairs. It will be operated primarily in rural and small urban areas.</p> <p>At times, the vehicle may be operated at or near maximum legal speeds on highways or on rural roads. Consequently, crashworthiness and operating safety are of paramount importance. Passenger comfort and convenience are also highly important, and the vehicle must provide increased headroom,</p>

X			<p>a low entrance step, and a high-quality interior trim and seating package. Seating must afford adequate hip-to-knee room and leg room for arthritic or rheumatic passengers of the physical dimensions given for a 95th percentile male by SAE Recommended Practice J833.</p> <p>The vehicle must operate reliably in ambient temperatures ranging from -25° to +115° F, and must be equipped with climate control and engine cooling systems that will cope with such extremes for extended periods. In addition, oils, greases, and fluids used in subsystems such as wheelchair lifts must be suitable for such temperatures.</p> <p>The vehicle may be operated by transportation providers who lack a backup vehicle. To preclude unnecessarily extended down times, complete warranty and after-sales service must be available in Nebraska for the completed vehicle and for all installed subsystems, including air conditioning systems, wheelchair lifts, and so on. Bidders should furnish with their bids the name and address of the agency that will be responsible for such service activities but must be submitted prior to bid award.</p>
NOTES/COMMENTS:			

C. GENERAL DIMENSIONS AND CAPACITIES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Interior Width Minimum 85 inches.
X			2. Interior Headroom Minimum 73 inches.
X			3. Overall Width: (excluding mirrors) Maximum 96 inches.
X			4. Overall Height (including safety vent) Maximum 120 inches. A vehicle clearance sticker indicating the maximum height of the vehicle in feet and inches shall be provided and located in easy view of the driver, preferably above the windshield directly in front of the driver. Interior Headroom. Minimum 56 inches.
X			5. Wheelbase: Minimum 158 inches. Overall Width (excluding mirrors). Maximum 73 inches..
NOTES/COMMENTS:			

D. CHASSIS AND RELATED SYSTEMS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Chassis. 2024 or Current Production Year Ford cutaway minimum GVWR of 14,500 pounds.
X			2. Engine. Minimum 7.37L gasoline.

X			3. Cooling. Manufacturer's heavy duty, increased capacity. Permanent ethylene glycol-base antifreeze protection to 30 degrees below zero Fahrenheit required.
X			4. Steering. Manufacturer's recommended power steering.
X			5. Brakes. Manufacturer's power brakes designed for the GVWR of the vehicle.
X			6. Transmission. Automatic.
X			7. Differential. Manufacturer's recommended gear ratio.
X			8. Shock Absorbers. Heavy-duty shock absorbers are required, both front and rear, if available by manufacturer.
X			9. Wheels and Tires. Dual rear wheels shall be provided on vehicle. The inner dual will be equipped with a solid brass air valve extension or braided stainless steel "live stem" air valve extension hose (minimum rating of 120 psi) with securement clamps. Valve extensions should not extend beyond the outer edge of the rim of the outside dual. The vehicle shall be equipped with two front and four rear matching wheels and tires. Wheels and tires shall be adequate to comply with manufacturer's GVWR of vehicle. All wheels' color shall be compatible to the exterior color of the vehicle. Radial tires required.
X			10. Fuel Tank. Minimum 30 gallons.
X			11. Bumpers. Manufacturer's standard bumper is acceptable. Rear tow hooks required.
X			12. Throttle. An auto-throttle system that senses when the electrical current draw exceeds alternator output and increases the engine idle RPM while the vehicle is stationary.
X			13. Alternator. Minimum 130 amperes.
X			14. Batteries. Manufacturer's heavy-duty dual batteries with at least one mounted on a slide-out battery tray, such as that produced by Kwikkee Products Co., Drain, Oregon or equivalent. The sliding tray shall be enclosed with entry through a key lock door and located under the body behind the entry door on the passenger side of the vehicle.
X			15. Speed Control/Tilt Steering Wheel. Manufacturer's required.
X			16. Back-up Alarm. Back-up alarm required.

X			<p>17. Back-up Camera.</p> <p>High-definition color camera able to process excellent images at all light conditions, even in complete darkness. The camera's field of vision shall be a minimum of 120 degrees for superb coverage behind the vehicle. The system shall be weatherproof with an IP67 rating, shock resistant with a minimum of a one year warranty and complies with the latest NHTSA 49 C.F.R. Parts 571 and 585. Backing camera shall be mounted at the top of the rear end cap of the vehicle. A 6"X16" internal rear-view mirror with a 7" monitor for the rear back up camera is to be provided and mounted firmly to the bulkhead with an adjustable bracket above the driver's sun visor, not to interfere with the opening of the electrical panel door. Mirror is to afford easy view for the driver of the passengers and roadway to the rear.</p>
X			<p>18. Emergency Flashers.</p> <p>The wiring for emergency flashers shall utilize the turn signal bulbs in lieu of the brake light bulbs, so the emergency flash will work when the brake pedal is depressed.</p>
X			<p>19. Mud Flaps.</p> <p>Mud flaps front and rear required.</p>
X			<p>20. Exhaust.</p> <p>Vehicle shall have street side exhaust system (exits the left side of vehicle) behind rear axle and a minimum of 3" ahead of the rear bumper. Exhausts that run closer than 8" to the fuel tank must have metal heat shields or clamp on heat shield jacket between the exhaust and fuel tank.</p>
X			<p>21. Rear Suspension.</p> <p>Rear suspension shall be equipped with MORryde rubber suspension or approved equivalent.</p>
NOTES/COMMENTS:			

E. AUXILIARY SYSTEMS, MISCELLANEOUS PARTS, AND ACCESSORIES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. Exterior Lighting.</p> <p>The exterior lighting system shall conform to the requirements of FMVSS No. 108 and 49 CFR Part 38 Subpart B 38.31.</p>
X			<p>2. Interior Lighting.</p> <p>The interior lighting system shall provide bright floor surface illumination in the entryway and aisle, when required. A separate overhead lamp shall be provided for the driver's use. All lamps shall operate with or without the engine running, and the entrance steps shall be automatically illuminated whenever the entrance doors are open, day or night and conform to 49 CFR Part 38 Subpart B 38.31</p>
X			<p>3. Heating and Defrosting System.</p> <p>The heating system shall have at least two unit type heaters, one located in the driver's area and one in the passenger area. The output of each heater shall be individually adjustable by means of controls easily reached by the seated driver. There shall also be a standard windshield defrosting and defogging system that meets or exceeds the performance requirements of SAE J382.</p>

X			<p>4. Air-conditioning System.</p> <p>The system shall have two separate air conditioners (dual compressor) a factory installed dash-mounted unit (13,000 BTU min.) and an auxiliary unit for the passenger area. The auxiliary unit shall have its own compressor, a skirt mounted condenser with a free blowing evaporator and a minimum output of 52,000 BTU/hr. The output of each unit shall be individually adjustable by means of controls easily reached by the seated driver. A detailed description of the air-conditioning units should be submitted with each bid, but must be submitted prior to bid award.</p>
X			<p>5. Windshield Wipers and Washers.</p> <p>Dual, electrically driven wipers (with intermittent wipe) and rear window wiper. Washers shall be furnished, and the washing fluid reservoir shall have a capacity of no less than one quart.</p>
X			<p>6. Rearview Mirrors.</p> <p>The OEM rearview mirror mounted on the windshield will be provided. A 6"X16" internal rearview mirror with a 7" monitor for the backup camera is to be mounted firmly to the bulkhead with an adjustable bracket above the driver's sun visor. The mirror is to provide easy view for the driver of the passengers and roadway to the rear. External rearview vision mirrors on right and left side of vehicle shall be heated, power adjustable type with 15" Mirror Head Standard (2 in 1) Flat and Convex Glass.</p>
X			<p>7. Sun Visor.</p> <p>A fully adjustable interior sun visor shall be provided for the driver. The sun visor shall not interfere with the driver's view of the rearview mirrors.</p>
X			<p>8. Horn.</p> <p>The vehicle shall be equipped with an OEM horn.</p>
X			<p>9. Controls and Instruments.</p> <p>All controls shall be within the driver's arm reach with seat belt fastened. Instrumentation shall include an oil pressure gauge, a coolant temperature gauge, a charge indicator with graduated charge-discharge scale, and an engine hour meter.</p>
X			<p>10. AM-FM Radio.</p> <p>A good quality, 10-watt minimum power output, push-button AM-FM stereo clock radio with a minimum of four speakers shall be provided. The speakers shall be positioned to allow for balanced audio coverage within the vehicle. At least two speakers shall be mounted in the forward area and a minimum of two speakers shall be mounted at least halfway to the back of the vehicle. The speakers shall be enclosed so as to provide protection from damage and all wiring shall be concealed. A balance control for the front and rear speaker shall be provided and located within easy reach of the driver.</p>
<p>NOTES/COMMENTS:</p>			

F. EMERGENCY EQUIPMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. First Aid Kit. A 12-unit first aid kit provided with instruction for the use of its contents shall be securely mounted in a location readily accessible to the driver.
X			2. Fire Extinguisher. A UL approved fire extinguisher shall be bracket mounted in a location readily accessible to the driver. Size shall be no less than five-pound with a total rating of not less than 2A, 10-B:C or UL approved equivalent.
X			3. Warning Devices. A kit of three folding bi-directional emergency reflective triangles that conform to the requirements of FMVSS No. 125 shall be provided.
X			4. Safety Vent. A Dual-Purpose Safety Low Profile roof vent such as the Transpec Econovent roof hatch or equivalent shall be provided. Safety vent exterior height shall not exceed 2" above vehicle roof. This will be mounted according to the directions of the manufacturer near the middle of the passenger compartment. Installation of roof hatch shall include gasket to seal out moisture.
X			5. Bloodborne Pathogens Kit. Will be provided with a minimum of the following items. Latex Gloves, CPR Mask, Goggles, Apron, Disinfectant Wipes, Absorbent and Scoop, and an I.D. tag and red plastic bag.

G. BUS BODY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Structure. The body structure shall be steel reinforced fiberglass or steel reinforced plastic that will withstand flexing or fatigue that would make the vehicle unfit for safe and weather-tight operation. The exterior body panels shall be constructed of gel-coated fiberglass reinforced plastic. The body structure shall form an integrated unit. All points, such as joints and corners, at which stress concentrations may occur shall be reinforced as needed to carry required loads and withstand road shock. All structural framing shall be designed and constructed so that each member carries its proportionate share of stresses. Framing members shall be of durable channel, box, hat, zee, or similar cross section. End posts shall be designed to resist shear, and vertical members shall be securely fastened to under frame components so that the entire structure shall act as one unit without any movement at the joints.
X			2. Body Exterior. Fiberglass reinforced plastic shall be used for the construction of the bus body securely fastened to the interior structural members. The entire body shall be thoroughly tested by the final-stage manufacturer and made as nearly dust-proof and watertight as practicable.
X			3. Roof. Roof construction may employ steel, aluminum, or fiberglass panels. The requirements must meet the definition of CRASHWORTHINESS.

X			<p>4. Body Interior.</p> <p>Inner lining panels shall be gel-coated fiberglass reinforced plastic. Wood or fiber panels shall not be used. To minimize the need for vertical seams, all interior panels shall extend full-length longitudinally, where practical. Where seams are unavoidable, all exposed edges shall be beaded, hemmed, or flanged with the rearward components lapped over the forward components.</p>
X			<p>5. Floor.</p> <p>A ¾ inch thick underlayment shall be applied over a lower metal floor structure. The ¾" underlayment shall be Thermo-Lite Board Model 2651a fiber-reinforced urethane composite material by Space Age Synthetics or plywood underlayment completely sealed to prevent moisture infiltration. All plywood edges are to be sealed prior to being attached. The underlayment floor shall be laid with no gaps or openings.</p>
X			<p>6. Wheel Housings.</p> <p>The housings shall provide ample clearance for operating the fully loaded vehicle with tire chains and with unrestricted steering. Splash aprons and fenders shall be provided if tires extend beyond the sides of the vehicle.</p>
X			<p>7. Access Hatches.</p> <p>Access panels or hatches shall be provided where needed to service transmission, engine, radiator, battery, air conditioning components, etc.</p>
X			<p>8. Anti-corrosion Treatment.</p> <p>All metallic body components, including the surfaces of those interior body panels and posts that are to be covered by insulation or trim materials, shall be thoroughly protected against corrosion by means such as bonderizing or the application of multiple coats of anti-corrosive primer. All nuts, bolts, clips, washers, clamps, and like fasteners shall be plated or phosphate-coated to prevent corrosion.</p>
X			<p>9. Insulation.</p> <p>The ceiling and all inside walls of the vehicle shall be moisture proof and contain thermal and acoustic insulating characteristics. The insulating material shall have a minimum of R-5 rating.</p>
X			<p>10. Undercoating.</p> <p>The entire body/frame under-structure of the vehicle shall be fully undercoated with nonflammable resin-type material, poly-oleum, or the equivalent in accordance with vehicle chassis standards.</p>
NOTES/COMMENTS:			

H. TECHNICAL SPECIFICATION: WINDSHIELD AND WINDOWS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. Safety Requirements.</p> <p>All glazing materials shall conform to the requirements of FMVSS No. 205. All windows shall conform to the requirements of FMVSS No. 217, and emergency egress shall be provided as specified in that standard.</p>
X			<p>2. Side Windows.</p> <p>At least 3,700 square inches of window space shall be furnished in addition to windows installed in doors. Windows shall be T side panel type. All side windows shall be top vented (except for left rear window above tailpipe) to allow for ventilation and all side windows shall provide a clear view to the outside from each passenger seat position. All windows shall be tinted.</p>

X			<p>3. Rear Windows.</p> <p>A rear window surface area of no less than 390 square inches shall be provided and must provide emergency egress from the vehicle.</p>
NOTES/COMMENTS:			

I. DOORS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. Entrance Door and Stepwell.</p> <p>The vehicle shall be equipped with a two section, jackknife or split type main entrance door located opposite the driver. The door shall be at least 80 inches high and have a clear entrance width of 36 inches. The door control shall be manually operated with over center linkage of the self-locking type and shall be easily operated by the seated driver with seat belt fastened. Or an electric door with control switch that is easily accessible for the driver wearing a seatbelt. The stepwell shall be corrosion-resistant steel. Step treads shall be at least 9 inches deep. The entry step shall be 12 inches (plus or minus 1 inch) above ground level and subsequent step risers shall be no greater than 10 inches.</p>
X			<p>2. Driver's Door and Running Board.</p> <p>A front-hinged, sedan type door with roll-down window and exterior key lock shall be provided at the left-hand side of the driver's seat. A driver's side running board that runs from the front wheel mud flap to a minimum of 4 inches past the back of the driver's door that will accommodate a driver weighing up to 325 pounds shall be provided. Running board at a minimum shall be 8 inches wide at the mid area of the driver door to allow adequate surface for safe entry and exit of vehicle. Running board shall be secured to the vehicle with steel braces that are rust resistant. Running board deflection shall not be greater than ¼ inch when used to enter and exit vehicle by driver.</p>
NOTES/COMMENTS:			

J. SEATS AND AISLE

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. Driver's Seat.</p> <p>Multi-position cloth driver's seat, such as Evolution G2ELP series cutaway driver seat by Freedman Seating Company of Chicago, Illinois, with two-way, mechanically adjustable lumbar, 45 to 100 degree adjustable back, four-way adjustable headrest, fore/aft adjustments, and front adjustable flip-up right side armrest or approved equivalent shall be provided. The seatbelt assembly shall be a combination of pelvic and upper torso-restraint (Type 2) with retractors. The seatbelt assembly and seatbelt anchorages shall conform to the requirements of FMVSS Nos. 207, 208, 209, and 210.</p>
X			<p>2. Passenger Seats.</p> <p>All cloth double passenger seats with flip up aisle US armrest, aisle side seat grab handles on top of mid-back or mid-hi seats with lumbar support mounted on track. Seat back height from the top of the seat cushion will be a minimum of 22 inches. 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 210. Leg room, the horizontal distance forward from the front surface of a seat cushion to the rear of another seat or other obstruction shall be no less than 10 inches.</p>
X PER ADDENDUM			<p>3. Color and Fabric for Passenger Seats.</p> <p>Color of fabric shall be NPF by CMI #831 Pinwheel Mono Blue treated with Nanocide by Freedman Seating Company or approved equivalent.</p>
X			<p>4. Aisle.</p> <p>Aisle width shall be no less than 14 inches.</p>
NOTES/COMMENTS:			

K. FRONT WHEELCHAIR ACCOMMODATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. Lift Access Doors.</p> <p>Split type outward-opening lift access doors located on the right-hand side (curb side) of the vehicle to the rear of the right rear wheel well.. The lift access doors shall be constructed so as to be equivalent in strength and materials to other areas of the body and shall be fitted with weather seals at all edges so as to exclude dust and moisture. Minimum vertical opening of the doors shall be 68 inches. The minimum door clear opening width when doors are fully opened shall be 44 ½ inches. The doors shall be equipped with windows with bottoms approximately aligned with those of the main side windows and of the maximum width appropriate to the width of the doors. The windows shall conform to the requirements of Section H.1. above. Both doors shall be fitted with latching mechanisms to secure each door when closed. One door shall have a locking latch which allows both doors to be securely locked when closed. Gas shocks or spring resistant door restraints shall be provided to hold the doors in the fully open position while the lift is in operation. An interlock shall also be provided to disable all lift controls whenever the doors are closed.</p>
X			<p>2. Wheelchair Lift.</p> <p>A front pump 12-volt, fully automatic, electrohydraulic or electromechanical, folding platform wheelchair lift with a design load of not less than 600 pounds</p>

<p>X</p>			<p>shall be installed inside the lift access doors. Installation of the lift shall not diminish the vehicle's structural integrity.</p> <p>The platform lift shall be certified by the manufacturer to meet the requirements of DOT 49 CFR Part 38. The brand name and model number of the lift to be provided should be identified and manufacturer's literature should be included with the bid, but must be submitted prior to bid award.</p> <p>When in the stowed configuration, all parts of the lift shall be completely housed within the vehicle.</p> <p>The platform shall measure at least 34 inches wide by 51 inches long. The platform shall be equipped with a hydraulic powered automatic outboard roll stop. The barrier shall be erected automatically by means that prevent deactivation of the barrier while the platform is unfolded and is more than four inches above the ground or curb.</p> <p>The entire lift electrical system shall be protected by a master circuit breaker. Maximum operating current shall not exceed 180 amps. Lift control switches housed in a hand-held, weatherproof switch box shall be provided. The switch box shall permit remote control of all lift functions and shall be connected to the end of a flexible, cut-resistant electrical cable of sufficient length to allow safe, convenient lift operation by an attendant in the vehicle or standing on the ground beside the lift door. There shall be two mounting areas for securing the handheld control box when not in use. One shall be provided for access from within the vehicle and the other from outside the vehicle when lift doors are open. All lift controls shall be clearly labeled so as to be easily understood. Wheelchair lift and installation shall comply with Federal Motor Vehicle Safety Standards 403 and 404.</p>
<p>X</p>			<p>3. Wheelchair Transport Space.</p> <p>At least two functional wheelchair transport spaces shall be provided. Each such space shall be at least 30 inches wide and 48 inches long.</p>
<p>X</p>			<p>4. Wheelchair Securement</p> <p>Each wheelchair space shall be equipped with auto-tensioning, auto locking retractor style restraint system with knobs that allows for final tightening of the securement if necessary. Securement system must meet the requirements of DOT 49 CFR Part 38, SAE J2249, WC 18, along with all recognized government standards. This system shall be installed according to the manufacturer's instructions and specification. Securement system should consist of the following items produced by Sure-Lok or equivalent.</p> <ul style="list-style-type: none"> a. Kit No. AL812S-4C securement system. <p>Kit contains:</p> <ul style="list-style-type: none"> i. Four (4) - AL800855S - Auto-tensioning retractors with L track fitting, tightening knobs, stud fitting and J hook. ii. One (1) - AL700868 - 4 Occupant restraint buckle connector assembly with stud fitting. iii. One (1) - AL700727HA - Fixed-point mount occupant restraint retractor with height adjuster and stud fitting. <ul style="list-style-type: none"> b. 8705 Web Cutter; c. FE200750 Quick Strap - 4 per position; d. FE2001145 Mesh Storage Container; <p>Location of the mesh storage containers for the two rear wheelchair positions are to be anchored to the back wall, the bottom of the bags are to be a minimum of fifteen inches above the floor.</p>

X			<p>e. SLCE03 Training Program CD (one per vehicle) or online training</p> <p>f. AL700842 Integrated Lap Belt Length 96 inches;</p> <p>g. Floor anchorages will be recessed L-Track FE753NA100-04-03 of a 6061-T6 compound (OMI), or approved equivalent.</p> <p>Track shall be provided for each wheelchair position. Two L-Track 65 inches in length are to be installed in the rear of the vehicle from the street side to the curb side a minimum of 52 inches apart (54 inches preferred if possible) as recommended by the supplier's installation instructions. Each rear wheelchair space shall have LTrack 12 inches to 14 inches long installed side to side on the back wall for the upper anchor of the occupant restraint, to accommodate adjusting for oversized wheelchairs.</p>
NOTES/COMMENTS:			

L. STANCHIONS, MODESTY PANELS AND HANDRAILS

	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. Stanchions.</p> <p>Vertical, floor-to-ceiling pole stanchion securely anchored to the structure of the vehicle shall be installed on the right hand side of the aisle behind the stepwell. A two pole vertical floor-to-ceiling stanchion securely anchored to the vehicle structure behind the rearmost position of the driver's seat. Stanchion behind the driver seat must allow driver seat to recline to maximum extent possible with seat position slid back to the rear-most position. A clear or tinted Plexiglas or Lexan shield securely attached to each pole shall be located behind the driver above the lower panel of the stanchion separating the driver compartment from the passenger compartment. The shield shall provide handholds for support as passengers are walking up the aisle.</p>
X			<p>2. Modesty Panels.</p> <p>A horizontal guardrail and sheet metal barrier panel or hardboard laminate panel shall be installed. The guardrails shall not be less than 30 inches above the floor, and the barrier panels shall extend from the guardrails to within 8 inches of the floor.</p> <p>All stanchions, handrails and guardrails shall be constructed of corrosion resistant steel tubing with a minimum outside diameter of 1.25 inches. Urethane foam padding with a minimum 3/8-inch wall thickness shall be applied to the tubing so that guardrails are fully padded and stanchions are padded from within 3 inches of the ceiling to within 3 inches of the floor.</p>
X			<p>3. Handrails and Stanchions.</p> <p>Handrails and stanchions must be provided to meet the requirements of 49 CFR Part 38 Subpart B 38.29. All stanchions, handrails, and guardrails shall be securely anchored to frame members or to solid bracing. Any sharp edges or protruding fasteners or brackets that might harm passengers or clothing shall be eliminated or protected.</p> <p>There shall be handrails on each side of the passenger doorway. The handrails shall be 44 inches long securely anchored and shall run parallel to the steps on each side of the passenger door entry and be easily accessible to aide passengers when negotiating the entry steps.</p> <p>The bottom of the handrail on the left side of the entry steps will be anchored approximately 16 inches above the floor. The top of the left handrail shall be approximately 53 inches above the floor anchored to the stanchion pole.</p>

X			<p>The bottom of the right handrail will be anchored to the vehicle approximately 15 inches above the floor. The top of the right handrail shall be anchored to the bulkhead above the windshield.</p> <p>There shall be a 24-inch grab handrail on the left side of the ambulatory passenger door entrance. The bottom of the grab handle will be 24 inches above the first entry step and be easily accessible to aide passengers when negotiating the entry steps.</p>
X			<p>4. Priority Seating Sign. Shall be furnished as required by 49 CFR Par 38 Subpart B 38.27</p>
NOTES/COMMENTS:			

M. FINISHES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. Interior Finish</p> <p>All materials used in the passenger compartment, including upholstery, padding, floor covering, and insulation shall conform to the requirements of FMVSS No. 302, and materials that emit toxic gases as byproducts of combustion shall not be used.</p> <p>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. 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). Backing to be polyester cellulose material with fiberglass fiber reinforced center scrim for additional durability. Floor covering shall be Meta 2.2 mm or greater, color TFM22903 Storm by Altro Transflor or approved equivalent.</p> <p>The whole floor will be a uniform thickness throughout the vehicle, eliminating the need for ribbed surfaces. Seams are to be heat welded to provide a permanent waterproof seal against water penetration. All trim edges (if used) are to be sealed by heat welding or with mastic/caulk by the manufacturer's instructions before installation.</p> <p>Floor covering is to be installed on the passenger entrance steps and risers according to the manufacture's recommendations. Step edging shall be yellow vinyl step nosing installed according to the floor covering manufacture's recommendations.</p> <p>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. Color of paint and other interior finishing materials shall harmonize with the vehicle's exterior finish.</p>
X			<p>2. Exterior Finish.</p> <p>The exterior color shall be white. All exterior surfaces shall be smooth and free of visible wrinkles and dents. To assure a proper bond between the basic surface and successive coats of paint, exterior surfaces to be painted shall be properly cleaned and primed, as appropriate for the paint used, prior to application of the paint. Exterior surfaces to be painted shall be finished with a top-quality Acrylic paint applied according to the recommendations of its manufacturer. The paint shall be applied smoothly and evenly with the finished surface free of dirt, runs, orange peel, and other imperfections.</p>
X			<p>3. Optional Raised Floor for Wheelchair Positions.</p> <p>This option calls for a true raised floor, not a double floor, to provide a flat surface from behind the driver to the rear of the vehicle eliminating the protrusion of the wheel wells in the vehicle, for the purpose of additional wheelchair positions. The headroom provided in this area should be a minimum of 72 inches.</p>
NOTES/COMMENTS:			

N. FEDERAL CHANGES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
NOTES/COMMENTS:			

O. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F (current Circular) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.
NOTES/COMMENTS:			

P. 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 (2024 or Current Production Year Ford E-450).
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. (2024 or Current Production Year Ford E-450) bid must meet or exceed the following requirements.
NOTES/COMMENTS:			

Q. MOTOR VEHICLE INDUSTRIES REGULATION ACT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. All Contractors 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 Contractors who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.
NOTES/COMMENTS:			

R. 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. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Contractor shall not impose minimum order requirements.
			2. Estimated Annual Usage: 50 units
NOTES/COMMENTS:			

S. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The contractor shall, upon request, provide a usage report of this contract by state agencies and political subdivisions. Information will include agency name, item(s), and dollar amount and shall include the information of the time period requested. Information may be requested at any time by the SPB.
NOTES/COMMENTS:			

T. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. At the time of delivery, a designated State employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
NOTES/COMMENTS:			

U. DELIVERY LOCATIONS / INSTRUCTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. The bid item(s) shall be delivered to the Nebraska Department of Transportation at 5001 South 14th Street, Lincoln, Nebraska, in first class condition, complete and ready for operation, and the contractor shall assume all responsibility and liability incident to said delivery. Delivery shall be made between 8:00 a.m. and 3:00 p.m. local time on a day other than Saturday, Sunday or a holiday. The vehicle(s) shall have been serviced and shall be in road-ready condition with not less than a HALF tank of gasoline when delivered, and the odometer(s) shall not reflect more than 1,250 miles driven.</p> <p>Prior to delivery of any vehicles to the Nebraska Department of Transportation, the successful bidder must notify the appropriate individual(s) in the Local Assistance Division of the Nebraska Department of Transportation at least two working days before the delivery of vehicles. The contact person(s) will be established in the post award meeting with the successful bidder.</p> <p>Prior to delivery of any vehicles to the Nebraska Department of Transportation, the successful bidder must notify the appropriate individual(s) in the Local Assistance Division of the Nebraska Department of Transportation at least two working days before the delivery of vehicles. The contact person(s) will be established in the post award meeting with the successful bidder.</p> <p>No other vehicle will be allowed to be delivered until previous vehicles have passed inspection and all appropriate documents have satisfied the State's requirements in order that possession can be taken by the State.</p>
NOTES/COMMENTS:			

V. 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. All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

W. 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			2. A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation.
X PER ADDENDUM			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:

X. PROHIBITED PRODUCTS

YES	NO		
X			1. The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.
X			2. The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.
X			3. The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.
NOTES/COMMENTS:			

Y. AUTHORIZED DEALER & WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. To the extent required by the manufacturer, the Contractor shall be an authorized dealer. Contractor may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to SPB within three (3) business days of the request and prior to the award of any contract.
X			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
NOTES/COMMENTS:			

Z. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X PER ADDENDUM			1. The Contractor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. 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.

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.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

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. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

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.”

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).

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."

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)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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 compete 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.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Amy McCall Director of New Business 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: Amy McCall

Signature of authorized representative: Amy McCall Date 1 / 30 / 2024

**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: Amy McCall Date 1 / 30 / 2024

Name and Title of Contractor's Authorized Official: Amy McCall

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: FOREST RIVER BUS

Type or print name: MIKE ANGLEMYER

Signature of authorized representative:  _____

Date of Signature: 1 / 29 / 2024

PRE-AWARD BUY AMERICA CERTIFICATION

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

As required by 49 CFR part 663 – Subpart B, See Next page (the recipient) is satisfied that the vehicles to be purchased, _____ (number and description of vehicles) from _____ (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 : _____

Glaval Bus Pre-Award BUY AMERICA CERTIFICATION

This certifies compliance with FTA Buy America Regulations set forth in 49 C.F.R. § 661.11 for each component that more than 70% of the subcomponents, by cost, are of U.S. origin/manufacture and is manufactured in the U.S. Manufacturer attests that the U.S. content of subcomponents, by cost is as indicated below.

CHASSIS DESCRIPTION	MANUFACTURER NAME		% U.S. CONTENT	%FOREIGN CONTENT
Universal 24 158" WB E-450 7.3L Premium Gas Engine W/240 AMP OEM ALT	Glaval Bus		<u>75.15%</u>	<u>24.85%</u>
COMPONENT NAME	MANUFACTURER NAME	MFG LOCATION	% OF TOTAL	
Chassis	Ford Motor Co.	U.S.	47.34%	
Exterior Mirrors	ROSCO	U.S.	0.46%	
Rear Suspension	Morryde	U.S.	1.60%	
A/C System	Trans Air	U.S.	5.18%	
Wheelchair/Rear Door(s)	Challenger Door	U.S.	0.96%	
Wheelchair Lift	Braun	U.S.	4.48%	
Seating	Freedman	U.S.	6.96%	
Roof Hatch	Transpec	U.S.	0.29%	
Entry Door Header/Door Panels	A&M Systems	U.S.	0.80%	
Fiberglass Caps/Transitions	Sampson Fiberglass	U.S.	0.97%	
Labor/OH/Profit	Glaval Bus	U.S.	6.11%	

MAJOR ACTIVITIES UNDERTAKEN AT THE FINAL ASSEMBLY LOCATION

All purchasing of raw and assembled materials including the chassis, fabrication and welding of the frame, prime paint, installation of all wood, fabric, FRP, aluminum and/or other body panel and/or trim materials, installation of doors and windows, HVAC components and systems, electrical systems, installation of any required options such as wheel chair lifts, tie down kits, seats, radios and optional electronic items, if any, complete undercoat, exterior paint and/or graphics if ordered, full road test, rain booth test and all other final quality functions as needed to ensure compliance with the contract.

FINAL ASSEMBLY LOCATION: 2367 CENTURY DRIVE, GOSHEN, IN 46528

BODY V.I.N. OF UNITS DELIVERED UNDER POST DELIVERY BUY AMERICA:

TBD

FINAL ASSEMBLY % OF TOTAL COST NOT INCLUDED IN THE MATERIAL COSTS ABOVE: 3.80%
FINAL ASSEMBLY \$\$ NOT INCLUDED IN THE COSTS ABOVE \$1,685.48



 AUTHORIZED SIGNATURE

Government Bids

 TITLE

1/29/2024

 DATE

Scott Defrees

 PRINT NAME



FOREST RIVER BUS

2367 CENTURY DRIVE · GOSHEN, INDIANA 46528 · 1.800.348.7440

FMVSS/CMVSS Compliance Summary 2024

Starcraft Bus, StarTrans Bus, Glaval Bus, Eldorado Bus, Champion Bus, Elkhart Coach - Commercial Product Only

This vehicle conforms to all applicable U.S Federal Motor Vehicle Safety Standards and Canadian Motor Vehicle Safety Standards in effect on the date of manufacture		
C/FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	Forest River Bus does not alter the OEM controls or displays. Any aftermarket seats and/or controls or displays subject to the standard meet this standard. Test data on file.
102	Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking Effect	Compliance is deferred to the chassis manufacturer.
103	Windshield Defrosting & Defogging Systems	Compliance is deferred to the chassis manufacturer.
104	Windshield Wiping & Washing Systems	Compliance is deferred to the chassis manufacturer.
105	Hydraulic Brake Systems	Test data kept on file for vehicles that have had the frame stretched, or have had other system modifications. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
106	Brake Hoses	Vehicles with stretched frames have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
108	Lamps, Reflective Devices & Associated Equipment	Forest River Bus does not alter OEM lighting. Additional lighting to include brake, turn, clearance and reverse lamps meet standard. Data on file.
108.1	Alternative Requirements for Headlamps	Forest River Bus does not alter OEM lighting. Compliance is deferred to the chassis manufacturer.
110	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less	Forest River Bus does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
111	Rear View Mirrors	All aftermarket mirrors installed by Forest River Bus meet this standard and DOT regulations. Data on file.
112	Headlamp Concealment Devices	Forest River Bus does not manufacture vehicles with headlamp concealment devices.
113	Hood latch systems	Compliance is deferred to the chassis manufacturer.
114	Theft Protection	Compliance is deferred to the chassis manufacturer.
115	Vehicle Identification Number	Compliance is deferred to the chassis manufacturer.
116	Hydraulic Brake Fluids	Forest River Bus does not alter brake systems. Vehicles with stretched frames have additional fluid added by chassis modifiers using OEM instruction and materials. All other system modifications utilize only OEM- approved fluid. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
118	Power Operated Window, Partition, and Roof Panel Systems	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or More	Compliance is deferred to the chassis manufacturer.
121	Air Brake Systems	Vehicles with stretched frames have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
124	Accelerator Control Systems	Forest River Bus does not alter the OEM accelerator system, with the exception of the addition of aftermarket fast idle systems on some vehicles. These systems meet this standard when installed in accordance with instructions.
125	Warning Devices	All vehicles manufactured by Forest River Bus that are equipped with aftermarket (3) triangle kit meet this standard.
131	School Bus Pedestrian Safety Devices	All vehicles manufactured by Forest River Bus are not completed to be used as school buses.
135	Light Vehicle Brake System with a GVWR of 3,500kg (7,716lbs.) or Less	Forest River Bus does not manufacture vehicles with a GVWR of 3,500kg (7,716 lbs.) or Less.
201	Occupant Protection in Interior Impact	All vehicles applicable to the standard (under 10,000 lbs.) do not have alterations made that affect the compliance to this standard. Compliance is deferred to the chassis manufacturer.
202	Head Restraints	All vehicles applicable to the standard (under 10,000 lbs.) have seating installed that meets this standard. Compliance is deferred to the chassis manufacturer.

This vehicle conforms to all applicable U.S Federal Motor Vehicle Safety Standards and Canadian Motor Vehicle Safety Standards in effect on the date of manufacture

203	Impact Protection for the Driver from the Steering Control System	Compliance is deferred to the chassis manufacturer.
204	Steering Control Rearward Displacement	Compliance is deferred to the chassis manufacturer.
205	Glazing Materials	No modifications are made to the OEM Glazing materials. Additional glazing materials meet the standard. Data on file.
206	Door Locks and Door Retention Devices	All vehicles manufactured by Forest River Bus (non-buses) that are subject to this standard have no modifications made which affect compliance to the standard. Compliance is deferred to the chassis manufacturer.
207	Seating System	All seating installed by Forest River Bus meets this standard. Test data on file.
208	Occupant Crash Protection	No alterations are made to the OEM seat belts, air bag systems or associated hardware. Any seat belt systems added meet the standard. Test data on file.
209	Seat Belt Assemblies	No alterations are made to the OEM seat belts or associated hardware. Any seat belt systems added meet the standard. Test data on file.
210	Seat Belt Assembly Anchorage	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Test data on file.
210.1	User-ready Tether Anchorages for Restraint System	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
210.2	Lower Universal Anchorage Systems for Restraint Systems and Booster Cushions	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
212	Windshield Mounting	Compliance is deferred to the chassis manufacturer.
213	Child Restraint Systems	Vehicles manufactured by Forest River Bus that are subject to this standard (under 10,000 lbs.) have seating installed that meets this standard. Test data on file.
213.4	Built-in Child Restraint Systems and Built-in Booster Cushions	Vehicles manufactured by Forest River Bus that are subject to this standard (under 10,000 lbs.) have seating installed that meets this standard. Test data on file.
214	Side Impact Protection with a GVWR of 4,536kg (10,000 lbs.) or Less	Forest River Bus does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less
216	Roof Crush Resistance	Forest River Bus does not manufacture vehicles that are subject to this standard.
217	Bus Window Retention and Release	No modifications are made to the OEM windows. Additional windows meet the standard. Test data on file.
219	Windshield Zone Intrusion	Compliance is deferred to the chassis manufacturer.
220	School Bus Rollover Testing	All vehicles manufactured by Forest River Bus are not completed to be used as school buses, however, Forest River Bus does test vehicles to meet standard.
221	School Bus Body Joint Strength	All vehicles manufactured by Forest River Bus are not completed to be used as school buses, however, Forest River Bus does test certain vehicle configurations to meet the standard.
222	School Bus Passenger Seating and Crash Protection	All vehicles manufactured by Forest River Bus are not completed to be used as school buses.
225	Child Restraint Anchorage Systems	Vehicles manufactured by Forest River Bus that are subject to this standard (under 10,000 lbs.) have seating installed that meets this standard.
301	Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.1	LPG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.2	CNG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.

This vehicle conforms to all applicable U.S Federal Motor Vehicle Safety Standards and Canadian Motor Vehicle Safety Standards in effect on the date of manufacture

302	Flammability of Interior Materials	Materials installed in the interior of Forest River Bus products meet the standard. Test data on file.
303	Fuel System Integrity of Compressed Natural Gas Systems	Forest River Bus does not typically produce vehicles with CNG systems. All vehicles equipped with CNG systems exceed the applicability (10,000 lbs. or less) of this standard.
304	Compressed Natural Gas Fuel Container Integrity	Forest River Bus does not typically produce vehicles with CNG systems. All vehicles equipped with CNG systems exceed the applicability (10,000 lbs. or less) of this standard.
305	Electrolyte Spillage and Electrical Shock Protection	Forest River Bus does not produce vehicles that use electricity as propulsion power.
403	Platform Lift System for Motor Vehicles	Forest River Bus does not alter the platform lift system. Forest River Bus install lift system in strict compliance with the manufacturers installation instructions. Forest River Bus meets strength requirements. Test data on file.
404	Platform Lift Installation on Motor Vehicles	Compliance is deferred to the lift manufacturer.
1106	Noise Emissions	Forest River Bus does not alter the OEM Chassis in the area which is stated in the incomplete vehicle documents. Data on file.

Signed: 

Date: 01/05/2024

Title: Compliance and Customer Service Manager

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 CFR part 663 – Subpart B, Master's Transportation, Inc. (the recipient) certifies that the vehicles to be purchased, 50 Small Transit Buses (number and description of vehicles) from , Forest River (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 : 1/29/2024

Recipient Authorized Signature: *Amy McCall*

Print Name: Amy McCall

Title : Director of New Business

CERTIFICATE OF COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR § 661.11

Date : 1/29/2024

Signature: 

Company : FOREST RIVER BUS

Print Name: MIKE ANGLEMYER

Title : GOVERNMENT SALES

CERTIFICATE OF NON-COMPLIANCE WITH BUY AMERICA ROLLING STOCK REQUIREMENTS

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 exemption to the requirement consistent with 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

Date : _____

Signature: _____

Company: _____

Print Name: _____

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 FOREST RIVER BUS

Signature of Representative 

Type or Print Name MIKE ANGLEMYER

Title GOVERNMENT SALES Date 1/29/2024

POST-DELIVERY BUY AMERICA CERTIFICATION

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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 _____ (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 : _____

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 _____'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 _____ '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 : _____

**ADDENDUM ONE
QUESTIONS and ANSWERS
6852 OF**

Date: 01/22/2024

To: All Bidders

From: Josh Riekenberg, Procurement Contracts Officer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Invitation to Bid (ITB) Number 6852 OF for 2024 or current
Production Year Ford Transit Bus (12 Passengers + 2 Wheelchairs) to be opened on
January 30, 2024 at 2:00 p.m. Central Time

Questions and Answers

This Addendum will become part of the ITB and should be acknowledged with the ITB.

Questions

#	Solicitation Section Reference	Solicitation Page Number	Question	Answers
1	Scope, I. Procurement Procedure/A and VI. Technical Specifications/D. Chassis and Related Systems	3, 13, 32	Please clarify NEDOT is looking for an E450 chassis versus a Ford Transit.	The state requests a E450 chassis.
2	VI. Technical Specifications/G/1	24	Please clarify what you mean by "structure shall be steel reinforced fiberglass or steel reinforced plastic that will withstand flexing or fatigue that would make the vehicle unfit for safe and weather-tight operation."	Vehicle frame must be steel reinforced fiberglass or steel reinforced plastic
3	III. Contractor Duties/F. Prices	25	Please clarify when a price increase can be requested.	Page: 13 Section: III. F.

				Prices submitted on the cost bid form, once accepted by the State, shall remain fixed for the first (One hundred eighty Days) (180) of the contract. Any request for a price increase subsequent to the (Thirty Days) (30) of the contract shall not exceed Ten percent (10 %) of the price bid for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.
4	VI. Technical Specifications/I/1	26	A manual door is no longer available from the manufacturer. Please accept an electric door with control switch that is easily accessible for the driver wearing a seatbelt.	The state accepts this feature.
5	VI. Technical Specifications/J/3	27	CMI #831 Pinwheel Mono Blue has been discontinued by the manufacturer. Please clarify what fabric you would like to change to.	The state will accept an equivalent Blue Fabric.
6	III. Contractor Duties/S. Time is of the Essence and VI. Technical Specifications/W. Quality/2	27, 45	Please clarify if there is a required delivery timeframe or if bidder is to provide available delivery at time of bid.	Bidder is to provide available delivery time once purchase order is submitted to vendor.
7	V. Scope of Work/A	30	Please accept representative literature and photos as it's unlikely an exact bus exists today.	The state is willing to accept this change.
8	VI. Technical Specifications/C/5	32	Please clarify "Overall width (excluding mirrors). Maximum 73 inches".	VI.C.5. of the ITB states: Overall Width: (Excluding mirrors) Maximum 96 inches
9	VI. Technical Specifications/K. Front Wheelchair Accommodations/4/e	40	Please accept an online training video ilo a CD.	The state willing to accept online training instead of a CD.

10	VI. Technical Specifications/L. Stanchions, Modesty Panels and Handrails	41	Please accept a tinted plexiglass shield behind the driver ilo clear.	The state is willing accept this feature.
11	VI. Technical Specifications/W. Quality/3	45	Please accept the following ilo terminology currently in ITB. Products are guaranteed under the manufacturer and OEM warranties. Any parts that need to be repaired and/or replaced within the warranty period, will be handled under the manufacturer or OEM warranty terms. A return cannot be accepted, and a full credit cannot be issued.	The state is willing to accept this change.
12	VI. Technical Specifications/Z. Warranty	46	“If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.”. Please accept that our team will work with you to repair and/or replace the defective part until the part performs as it was designed to perform no refund will be provided.	The state will accept this.

**ADDENDUM TWO
QUESTIONS and ANSWERS
6852 OF**

Date: 01/23/24

To: All Bidders

From: Josh Riekenberg, Procurement Contracts Officer

AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Invitation to Bid (ITB) Number 6852 OF for 2024 or current
Production Year Ford Transit Bus (12 Passengers + 2 Wheelchairs) to be opened on
January 30, 2024 at 2:00 p.m. Central Time

Invitation to Bid 6852 OF is hereby replaced with Invitation to Bid 6852 OF Revised

The description of the commodity has been changed to 2024 or current
Production Year Ford E450 Bus (12 Passengers + 2 Wheelchairs).

This Addendum will become part of the ITB and should be acknowledged with the ITB.



Master's *Transportation Inc.*

Main Headquarters

800 Quik Trip Way
Belton, MO 64012
(800) 783-3613
(816) 318-9988

Bay Area

5492 Newpark Mall Rd
Newark, CA 94560
(800) 783-3613

Dallas/Fort Worth

1221 W Airport Fwy,
Bldg 1, Suite 201
Irving, TX 75062
(800) 783-3613

Denver

1011 S Huron St
Denver, CO 80223
(800) 783-3613
(303) 627-4100

Hot Springs

4364 Malvern Rd
Hot Springs, AR 71901
(800) 783-3613
(501) 262-9714

Houston

12509 Gulf Fwy
Houston, TX 77034
(800) 783-3613

Kearney

3710 Central Ave,
Suite 5
Kearney, NE 68847
(800) 783-3613
(308) 236-6363

Ozark

171 Shady Oak Dr
Ozark, MO 65721
(800) 783-3613
(417) 443-2207

Phoenix

3400 E Sky Harbor Blvd
Phoenix, AZ 85034
(623) 233-2176

Portland

3901 SE Naef Rd
Portland, OR 97267
(800) 783-3613

St. Louis

11140 Old Saint Charles Rd
Saint Ann, MO 63074
(800) 783-3613

San Antonio

9800 Airport Blvd
San Antonio, TX 78216
(800) 783-3613

San Diego

8929 Aero Dr,
Suite E
San Diego, CA 92123
(800) 783-3613

January 30, 2024

State of Nebraska
Department of Transportation
5001 S 14 ST
Lincoln, NE 68509-4759

RE: Solicitation Number 6852

Master's Transportation is pleased to submit a bid for State of Nebraska Solicitation Number 6852.

Master's Transportation meets or exceeds all requested specifications. We will bid the Universal which is manufactured by Glaval Bus, a Division of Forest River, in Goshen, IN.

In order to meet the 36" clear opening specification, we had to use a 42" entry door with the 24' body. We have submitted an alternate bid for the 36" entry door with the 22' body.

We would like to offer the electric entry door as an option which will not change the pricing.

Option exceptions:

Option Line #2 – Pricing isn't available for the 2025 chassis. You can request pricing later if needed.

Option Line #5 – With a rear lift, a five-passenger rear row isn't available.

Option Line #6 – A double seat can't be added to the curb side due to spacing. We've provided pricing for a double foldseat that can be installed on the driver side beside the wheelchair position.

Option Line #10 – A 24" adjustable seatbelt is no longer available; pricing is for a 12" adjustable seatbelt.

If you have any questions regarding the enclosed bid, I can be reached at 816-520-0245 (cell) or via email at pscherer@masterstransportation.com

Thank you for your consideration.

Phil Scherer

Phillip Scherer
Regional Sales Manager



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.*



Millennium Series eBrochure

The Millennium Series is the true workhorse of the BraunAbility® line. Designed for installation in the side or rear doors of domestic full-size vans, three standard models with platform lengths up to 51" ensure there is a power wheelchair lift to fit your needs. With dual hydraulic lifting arms, you'll come to rely on the lift's strength and dependability day after day, year after year.

The Millennium Series lifts are fully hydraulic in operation, for both the fold/unfold and up/down cycles. Lift operation is controlled by the standard hand-held control, the on-lift controls, or the optional remote control.

The Millennium Series is designed for installation in the side or rear doors of domestic full-size vans. To make your travels more enjoyable, each lift features BraunAbility's Quiet-Ride™ system to ensure the quietest possible riding environment.



Side-Entry Platform for Tight Parking Situations



	Millennium Series
Platform Width	31"
Platform Length	43", 47" & 51"
Lifting Capacity	750 lbs.
Hand-Held Control	Standard
Manual Backup	Standard
Remote Control	Optional
Door Operators	Optional
Side-Entry Platform	Yes
Side Door Installation	Yes
Rear Door Installation	Yes
Unit Weight	332 lbs.



1-800-THE-LIFT® • 1-800-843-5438

All illustrations, descriptions and specifications in this brochure are based on the latest product information at the time of publication. BraunAbility reserves the right to make changes at any time without notice. © 2016 BraunAbility

www.BraunAbility.com

FORD

3. The New Vehicle Limited Warranty for your 2023-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

**DISCLAIMER OF IMPLIED WARRANTIES FOR BUSINESS
AND RACING USE**

****** Ford disclaims all implied warranties if the vehicle is used for business or commercial purposes. ******

****** Ford disclaims the implied warranty of fitness for a particular purpose if your vehicle is used for racing, even if the vehicle is equipped for racing. ******

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

**APPLICABILITY OF LIMITATIONS OF IMPLIED WARRANTY TO
NEW VEHICLE LIMITED WARRANTY AND EMISSIONS
WARRANTY**

****** This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 22-45. ******

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law".

If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

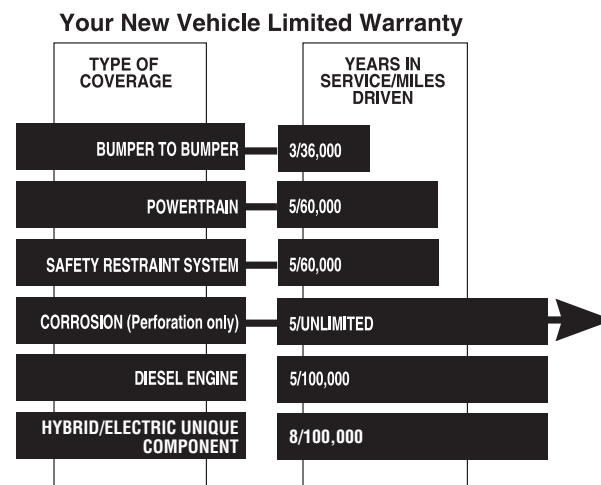
For more information regarding the BBB AUTO LINE program, see page 47 of this booklet.

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- **What is Covered?** (pages 9-14)
- **What is Not Covered?** (pages 14-19)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and
- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 14-19. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other

than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 18 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump; **Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts (front and rear); **Front-Wheel Drive:** axle shafts, support bracket, front bearings, seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints. **Four-Wheel/All-Wheel Drive:** axle shafts, support bracket, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.



Certificate of Registration

This is to certify the Quality Management System of:

FOREST RIVER BUS, LLC – Division 5
 Starcraft Bus, StarTrans Bus, Eldorado Bus, Champion Bus, Glaval Bus, Elkhart Coach
 2367 & 2412 Century Drive
 Goshen, IN 46528

FOREST RIVER VAN
 2408 Century Drive
 Goshen, IN 46528

PARTS SALE & CUSTOMER SERVICES
 2372 Century Drive
 Goshen, IN 46528

has been assessed and found to be in compliance with the requirements of

ISO 9001:2015

ISO 9001:2015

for the following scope:

Design, Manufacturing, Sales & Administration of Commercial & Government Buses & Vans

IAF Code: 14, 17, 18, 19 & 22

Certificate Number: **SARA-2006-CA-0031-A**

Originally Registered:
 January 26, 2009

Latest Issue:
 December 21, 2023

Certification Cycle:
 January 26, 2024 – January 25, 2027

Expiration Date:
 January 25, 2027

President, SARA Registrar



MSCB-194



Forest River, Inc.

55470 County Road 1, P.O. Box 3030, Elkhart, Indiana 46515-3030 • 574-389-4600 • Fax 574-296-7558

R VALUE CALCULATIONS FOR BUSES

MATERIAL	VALUE PER IN	ROOF 1.5"	SIDEWALL 1"
POLYSTYRENE	5	7.5	5
LUAN	1.25	0.33 *	0.163
FRP	2	0.252	0.252
ALUMINUM		0.61	0.61
TOTAL R VALUE		8.362	6.025

* CEILING INCLUDES DOUBLE LUAN
THICKNESS

UNDERCOAT PROCESS INFORMATION

Forest River Bus includes an undercoat application with every vehicle produced. The undercoating protects the unit's most exposed areas from moisture, dirt, grime, salt and other weather-related elements. Trained technicians within two undercoating bays apply the undercoating.

Each vehicle is raised using a drive-on ramp lift system in one of the two undercoating bays. Various areas of the body conversion are masked off including, but not limited to: fuel fills, mud flaps, wheel wells, etc. A rust preventative is also added to the bottom edge of the metal skirts if applicable. A spray foam is applied for additional noise reduction as well as body seam sealing. The underbody is then sprayed with a tough, pliable, corrosion protectant material, which incorporates a sound-deadening property at a pressure of 40 psi. The application runs between 45 minutes to 1.5 hours pending vehicle length.

Forest River Bus follows the strict guidelines established by QVM. No undercoating is sprayed within 12" of the exhaust system or on fuel tank(s), brake lines, AC/heater hoses, heat shield, wire harnesses, driveshaft(s), rear suspension or OEM frame rail.

Undercoating data is available upon request.



FOREST RIVER BUS

2367 Century Drive • Goshen, Indiana 46528 • 800.348.7440 • www.forestriverinc.com



GLAVAL BUS WARRANTY

NOTICE

Please return the warranty registration card to register the warranty with GLAVAL BUS so that GLAVAL BUS may record your rights under this limited warranty and to assure prompt assistance. Your dealer will provide the warranty card for you to sign. If you do not remember signing a GLAVAL BUS warranty card at the time of delivery, please contact your dealer.

1. Who Warrants the product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: GLAVAL BUS, Division of Forest River, Inc., hereinafter referred to as GLAVAL BUS, 2367 Century Drive, Goshen, IN; an Indiana Corporation; and is administered by the GLAVAL BUS Customer Service Dept., Goshen, Indiana 46528.

2. Who Is Covered

GLAVAL BUS, the warrantor, extends this limited warranty to the original owner of the vehicle during the WARRANTY PERIOD.

3. What Is Covered

GLAVAL BUS, your warrantor, extends the following limited warranty to you, which limited warranty covers your conversion only as to material defects in all materials and workmanship supplied by or performed by GLAVAL BUS.

4. Warranty Period

The GLAVAL BUS limited warranty is for a period of one (1) year from the date of first delivery or 12,000 miles, whichever occurs first, except for other coverages listed under "Other Warranties that may Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Extended Warranty on Structural Items

Warrantor warrants to the original purchaser for a period of five (5) years from the date of first delivery or 100,000 miles, whichever comes first, that this produce shall be free of SUBSTANTIAL DEFECTS arising out of or relating to the structural portion of the product. THIS STRUCTURAL WARRANTY IS INTENDED TO COVER ONLY THE PERFORMANCE OF THE STEEL CAGE STRUCTURE OF THE BUS BODY.

Custom paint and/or tape application, if performed by GLAVAL BUS, is warranted to be free of substantial defects in workmanship and materials provided by GLAVAL BUS for one (1) year (12 months) from date of original purchase.

6. Other Warranties That May Apply

GLAVAL BUS does not warrant the base vehicle itself. The vehicle engine, chassis, drive train, suspension system, battery, and other chassis components are covered by a separate warranty offered by the manufacturer of the vehicle and administered by the manufacturer's authorized dealers. The tire manufacturer separately warrants tires. Examples of other manufacturer warranties, which may include the following, but not limited to:

- Electrical Components
- Air Conditioning and Heater(s)
- Wheelchair Restraints and Wheelchair Lifts

For a complete list of items and their respective warrantor, please contact GLAVAL BUS Customer Service Department.

7. Owner's Responsibility

Proper maintenance and cleaning of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by the warranty.

8. Exclusions and Limitations

Damage caused by abuse, misuse, neglect, failure to observe reasonable and required maintenance practices, acid rain, accidents, natural disasters, acts of war and normal wear and tear and fading of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage or deterioration to the physical appearance of the unit if such damage is the result of normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the GLAVAL BUS warranty.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

GLAVAL BUS does not cover accessories covered by their own manufacturer's warranties. Those items listed in paragraph 6 above are not covered or warranted by GLAVAL BUS.

Replacement parts provided under terms of the warranty will whenever possible, match original equipment. When necessary, GLAVAL BUS will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the GLAVAL BUS warranty. In addition, USING THIS VEHICLE TO TOW ANOTHER VEHICLE IS PROHIBITED AND MAY VOID WARRANTY. Contact GLAVAL BUS Customer Service before you make any changes.

9. Recovery Limitations

NO PERSON SHALL BE ENTITLED TO RECOVER FROM WARRANTOR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT IN THE PRODUCT. These limitations include, but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

10. How to get warranty service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by GLAVAL BUS. Have the dealership contact GLAVAL BUS Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact GLAVAL BUS Customer Service Department (see address and telephone numbers below) for the name of a GLAVAL BUS dealer nearest you. Your claim must be made within 30 days of the discovery of the defect. Based on the determination of GLAVAL BUS, and subject to the terms of the warranty, the warranty repair work will be authorized by GLAVAL BUS.

All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

11. Who Performs Warranty Service

The best place to obtain warranty service is at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call GLAVAL BUS Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact GLAVAL BUS Customer Service Department (address below) for the name and location of a GLAVAL BUS dealer near you.

12. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the GLAVAL BUS Customer Service Department (see address below). If a dispute about warranty service arises between GLAVAL BUS and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by GLAVAL BUS, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against GLAVAL BUS and GLAVAL BUS fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

13. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by GLAVAL BUS. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of GLAVAL BUS.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

GLAVAL BUS
Division of Forest River, Inc.
CUSTOMER SERVICE DEPT.
2367 Century Drive
Goshen, IN 46528
Phone: 877.258.1391
Fax: 574.970.6815



BODY CONSTRUCTION SPECIFICATION

The following information is submitted for all Glaval Bus products as supporting documentation of the structural soundness and impact resistance of the bodies manufactured. All vehicles are built using virtually the same materials with some minor differences in the height and width of cross members due to entry floor heights and/or body width variations.

A representative set of construction prints provided by engineering supplements this verbal accounting of our materials and assembly specifications.

If, in the reviewing of these written technical specifications and engineering frame prints submitted any questions arise, please contact us immediately for any clarification or help in interpretation and understanding.

3.0 Body Construction – General Frame Construction

Manufactured from corrosion-resistant aluminized steel, the floor, roof, side walls, rear wall, driver halo assembly and entry door assembly are wire welded (MIG) together to form an integral steel frame cage, then mounted with specified hardware to the rubber body mount points (pucks) supplied by the chassis manufacturer. Once joined to the chassis, the bus finishing process begins.

3.0.1 Floor frame construction and assembly –

- 3.0.1.1 Cross Members -- The floor cross members form the base structural support for the rest of the frame components. Our cross members are constructed of 14 gauge aluminized steel, formed to a capital “C” shape. Cross members over the fuel tank are made to provide the clearance needed to conform to FMVSS301, and include formed internal reinforcements welded in place for additional strength. All additional longitudinal and latitudinal structure is flush welded in place to form a one piece floor upon completion.
- 3.0.1.2 Steel “Hat Posts” – 1”x1”x4” run the length of the floor between cross members and are welded into place. This extremely strong form is used to weld our high strength/low alloy HSLA steel seat track in place.
- 3.0.1.3 Steel C Channel – 1”x1.5” C channel is welded in between cross members the full length of the floor in 5 places. Coupled with the Hat Posts this provides a one-piece strong “ladder” type frame for the flooring.
- 3.0.1.4 Seat Track – 12 gauge roll formed high strength/low alloy (HSLA) steel is wire welded (MIG) in place for seat mounting down each side of the bus, with lengths



predicated on the floor plan chosen. This is yet another stiffener in our extensive construction process.

- 3.0.1.5 Wheel Wells -- Constructed of 14 gauge aluminized steel, wheel wells are also welded in during the floor construction process. All seams in the wheel well are welded to create a one piece water resistant wheel housing structure. The wheel wells also provide additional strength to the body assembly, when welded in place.
- 3.0.1.6 Structural Steel Angle – 1/8” thick 1.5” x 2.5” structural aluminized steel angle is used the full perimeter length of each floor assembly, welded to the ends of all floor cross members. This provides not only a flat plane for joining the sidewall assembly, but also ties all cross members together and provides additional side impact resistance.
- 3.0.1.7 Additional structure – When adding vertical stanchions, wheel chair lifts and/or tie down options, additional structure is welded into the floor at locations specified by our engineering department on CAD drawings.

3.0.2 Sidewall Construction –

- 3.0.2.1 Sidewall vertical member – The heart of our sidewall is the vertical structure, 16 gauge aluminized 1” x 2” tubes that create extreme strength and rigidity. The vertical member is installed in full lengths and in shorter sections below window frames. Additional vertical structure is used at both ends of the sidewall enabling the structure to withstand the forces applied by the vehicle when in motion.
- 3.0.2.2 Steel Tubing – 1”x1” lower and 1”x3” upper 16 gauge aluminized steel tubing is welded in horizontally between vertical members to frame in window openings. This adds front to rear reinforcement as well.
- 3.0.2.3 Seat Track – 11 gauge high strength low alloy (HSLA) roll formed steel track is welded down each sidewall below the window frame. While serving as a seat attaching device, it adds additional structure to the sidewall and also adds excellent side impact resistance.
- 3.0.2.4 Wheelchair Options – Add another layer of metal. Depending on track locations, another structure of 11 gauge aluminized steel is welded in place between each vertical member for attaching a shoulder belt mount. Also, additional structure is added to accommodate wheelchair door frames – either 1”x1” or 1”x2” 16 gauge aluminized steel tubing.
- 3.0.2.5 Full length steel tubing – 1”x1” 16 gauge aluminized steel tubing is stitch welded to the sidewall bottom and top at each vertical member for attaching to the floor and roof sections, respectively.

3.0.3 Rear Wall Construction –

- 3.0.3.1 Rear wall vertical member – The vertical sidewall 16 gauge aluminized 1” x 2” tube is also used in the rear wall assembly. Full length structure is used at varying places,



depending on choice of rear window, or rear door. Shorter cut pieces are used above windows and doors. Additional side windows used with the rear door also change the configuration.

- 3.0.3.2 Steel Tubing – 1”x1” 16 gauge aluminized steel tubing is welded horizontally between vertical members to provide a window frame in the standard product, and used as an upper door frame in the optional rear assembly.
- 3.0.3.3 Full length steel tubing – 1”x1” 16 gauge aluminized steel tubing is stitch welded to the rear wall top and bottom as in the sidewall assembly.

3.0.4 Roof Construction –

- 3.0.4.1 Roof Bows – Radius formed one-piece 16 gauge aluminized steel roof bows formed as a modified hat post design with eight bends for exceptional strength and located on 16” centers (the closest in the industry), including 4 bends in the web provide a roof structure capable of taking severe loads. They are then capped with top flat pieces from flange to flange to provide abundant surface area for securing the exterior roof material.
- 3.0.4.2 Steel Tubing – 1 1/2”x1” 16 gauge aluminized steel tubing is welded in horizontally to frame all lower window openings and 1 1/2” x 3” 16 gauge aluminized steel tubing to all upper window openings as required. A full perimeter is also welded on to mate the roof to the side walls and rear wall, with short vertical pieces providing support on the front and rear ends. The 3” wide aluminized steel tube supplies a structural mounting surface for shoulder belt attachment and has been pull tested to federal standards.

3.0.5 Driver Compartment Overhead Halo –

- 3.0.5.1 Steel Tubing – 1”x1” 16 gauge aluminized steel tubing is cut and jig welded into an integrated one piece structure spanning from the front roof bow of the body to the newly cut roof line of the cab. Also created during the structure manufacture is the housing for mounting the electronic distribution panel.
- 3.0.5.2 11 Gauge Aluminized Steel – formed to make brackets used to mount to the chassis roof.

3.0.6 False Floor (Cab to body transition) –

- 3.0.6.1 Steel Tubing – 2” x2” 16 gauge aluminized steel tubing is welded together forming a flat body floor transition from the step area back to the actual body area. An overhang on the curbside provides a secure attach point frontally for the entry door frame added later.
- 3.0.6.2 Structural steel angle – 11 gauge 1.5”x1.5” structural angle is added in short lengths in five places to provide attachment points to the chassis floor.



3.0.7 Interior Vertical Transition Frames –

3.0.7.1 Steel Tubing – 1”x1” 16 gauge aluminized steel tubing is used vertically and a ladder type assembly is made welding the 1x 1 tube to .75”x.75” 11 gauge aluminized steel tube that is used horizontally in the assemblies. These pieces transition from the body fronts on each side to the driver halo side assembly and the entry door frame assembly on the curbside.

3.0.8 Entry Door & Step Assembly Frame –

3.0.8.1 Steel Tubing – 1”x1” 16 gauge aluminized and .75”x.75” 11 gauge aluminized steel tube is cut to length and welded together in a ladder type construction forming a rigid frame for attaching the entry door/step assembly.

3.0.9 Entry Door/Step Assembly –

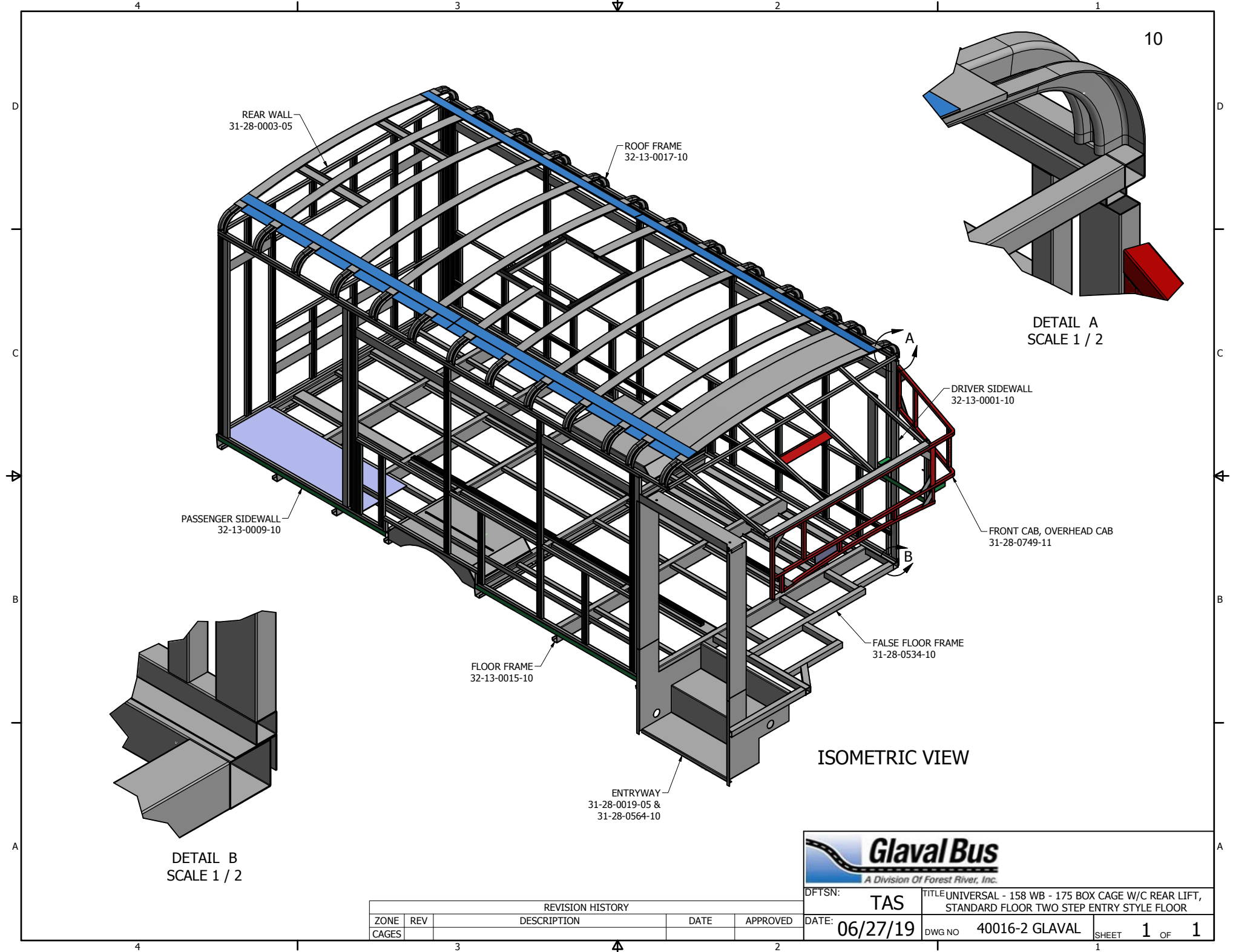
3.0.9.1 11 Gauge Steel – The step riser/tread piece is manufactured from one-piece 11 gauge aluminized steel and uses 90° bends at all risers and treads. The bottom tread also adds an additional 90° bend for additional strength and safety. Upper and lower side pieces are then attached and an 11 gauge flat plate with holes is used to bridge the lower and upper side pieces, and then is stitch welded and plug welded to form a strong one piece assembly prior to inserting and welding to the entry step framing.

APPLICATION OF EXTERIOR SIDEWALL MATERIAL

ALUMINIZED STEEL SIDEWALLS OR OPTIONAL FIBERGLASS/FRP/COMPOSITE SIDEWALLS

The standard exterior side walls are .024” aluminized steel pre-painted white with an underlayment of 5/32” luan. The interior side walls are 5/32” luan covered with a light gray FRP or padded vinyl (customer’s choice). The foam filled steel cage is placed in the center and all layers are adhered using polyurethane reactive hot melt adhesive. The wall and roof sections are run through a pinch roller to apply pressure to the assembly, thereby squeezing out any air bubbles.

Optional composite FRP exterior sidewall panels are installed using the same method.



REAR WALL
31-28-0003-05

ROOF FRAME
32-13-0017-10

PASSENGER SIDEWALL
32-13-0009-10

FLOOR FRAME
32-13-0015-10

ENTRYWAY
31-28-0019-05 &
31-28-0564-10

FALSE FLOOR FRAME
31-28-0534-10

DRIVER SIDEWALL
32-13-0001-10

FRONT CAB, OVERHEAD CAB
31-28-0749-11

10

DETAIL A
SCALE 1 / 2

DETAIL B
SCALE 1 / 2

ISOMETRIC VIEW



DFTSN:	TAS	TITLE	UNIVERSAL - 158 WB - 175 BOX CAGE W/C REAR LIFT, STANDARD FLOOR TWO STEP ENTRY STYLE FLOOR
DATE:	06/27/19	DWG NO	40016-2 GLAVAL
		SHEET	1 OF 1

REVISION HISTORY				
ZONE	REV	DESCRIPTION	DATE	APPROVED
CAGES				

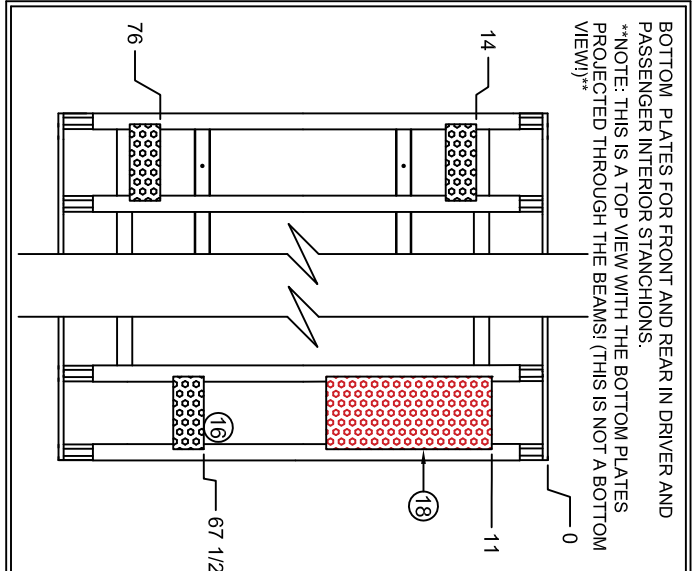
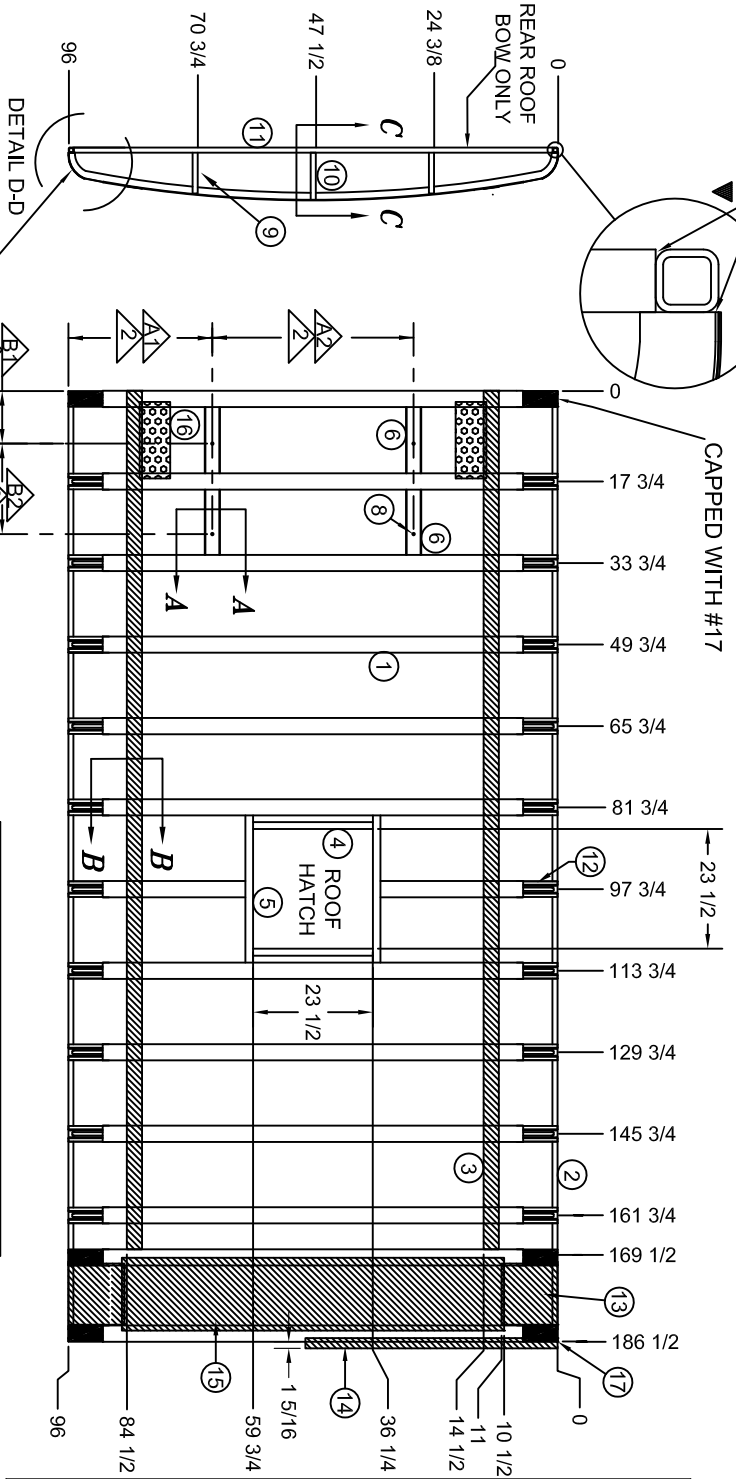
CRITICAL CONTROL ITEM

USAGE: 2011 SENATOR II, FORD MODEL 24

WHEN ADDING REAR LUGGAGE ADD THE SIZE OF THE REAR LUGGAGE TO DIM. B1

FRONT

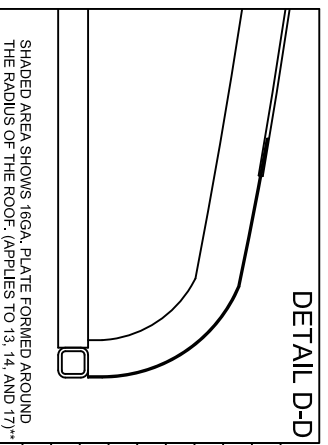
ALL STEEL TO BE ALUMINIZED.



NOTES:

- 1- DRAWING VIEWED FROM EXTERIOR SIDE OF UNIT.
- 2- A/C BOLT PATTERN MAY VARY SEE SALES ORDER.
- 3- BEFORE CUT ROOF HATCH SEE SALES ORDER.
- 4- SCREW LOCATION AT SEAMS AND EDGES 8" ON CENTER
- 5- SEALANT USAGE: 1/4" MINIMUM 3/8" MAXIMUM BEAD ON ALL ROOF FRAME TO LUAN SURFACES.

- ADDITIONAL CAP
- PLATE WELDED TO TOP OF ROOF BOWS
- PLATE WELDED TO BOTTOM OF ROOF BOWS



REF. No.	QTY.	PART No.	DESCRIPTION
5	2	70009047	"C" CHANNEL: 16ga. x 1-3/8" x 1-3/8" x 30-1/2" Lg.
4	2	70009047	"C" CHANNEL: 16ga. x 1-3/8" x 1-3/8" x 24-1/4" Lg.
3	2		SHEET STEEL: 16ga. x 3" x 168-1/2" Lg.
2	2		TUBE: 16ga. x 1" x 1" x 186-1/2" Lg. A-513
1	12	02062357	ROOF BOW W/CAP 16ga. x 3-3/16 x 96" Lg.

REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION
20	0		PLATE: 16ga. x 10" x 16" Lg.
19	0		SHEET STEEL: 16ga. x 3" x 77" Lg.
18	1		SHEET STEEL: 16ga. x 14-1/4" x 32-1/2" Lg.
17	6		PLATE: 16ga. x 1-1/2" x 9" Lg.
16	3		SHEET STEEL: 16ga. x 6" x 15" Lg.
15	1		PLATE: 16ga. x 14-1/4" x 75" Lg.
14	1		SHEET STEEL: 16ga. x 2" x 52-1/2" Lg.
13	2		SHEET STEEL: 16ga. x 12" x 15" Lg.
12	2	02062357	ROOF BOW W/CAP 16ga. x 3-3/16 x 35-1/4" Lg.
11	1		TUBE: 16ga. x 1" x 1" x 94" Lg. A-513
10	1		TUBE: 16ga. x 1" x 1" x 8-1/2" Lg. A-513
9	2		TUBE: 16ga. x 1" x 1" x 8" Lg. A-513
8	4		BOLT: 3/8-16 x 3" Lg. HEX HEAD
7	0		SHEET STEEL: 16ga. x 3" x 186-1/2" Lg.
6	4	70009046	"C" CHANNEL: 16ga. x 1" x 3-1/2" x 14-1/2" Lg.

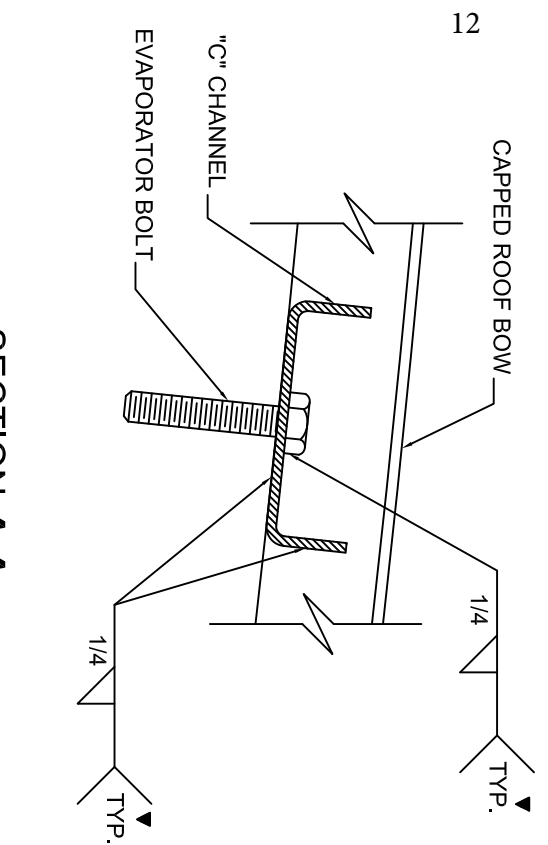
THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF GLAVAL BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO GLAVAL BUS, A DIVISION OF FOREST RIVER.

REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	EON No.	TOLERANCE UNLESS OTHERWISE SPECIFIED
						WOOD ± 1/8"
						OTHER ± 1/16"
						NAME: MK/LINE
						DWG. No. 32-13-0017-10

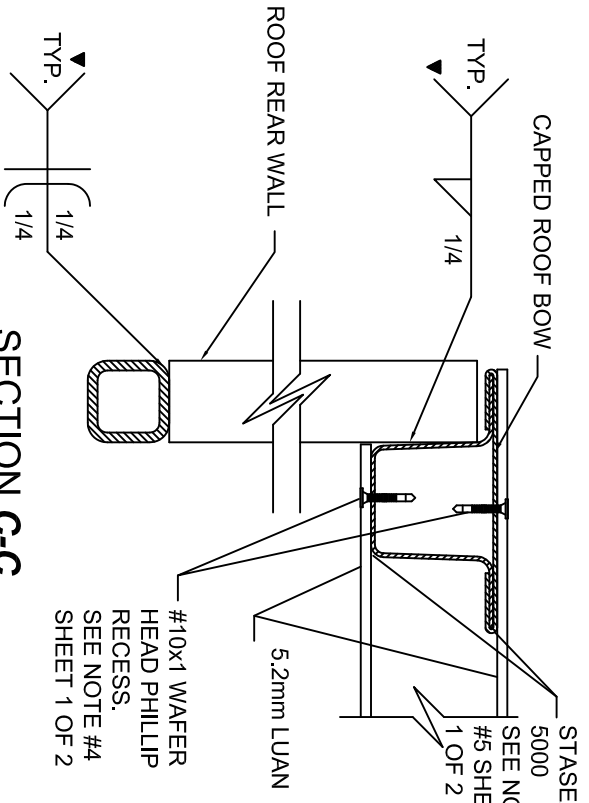
GLAVAL BUS
Buses for the new millennium

TITLE: 158" WHEEL BASE MODEL 24 ROOF FRAME, STD. ROOF, SINGLE HATCH

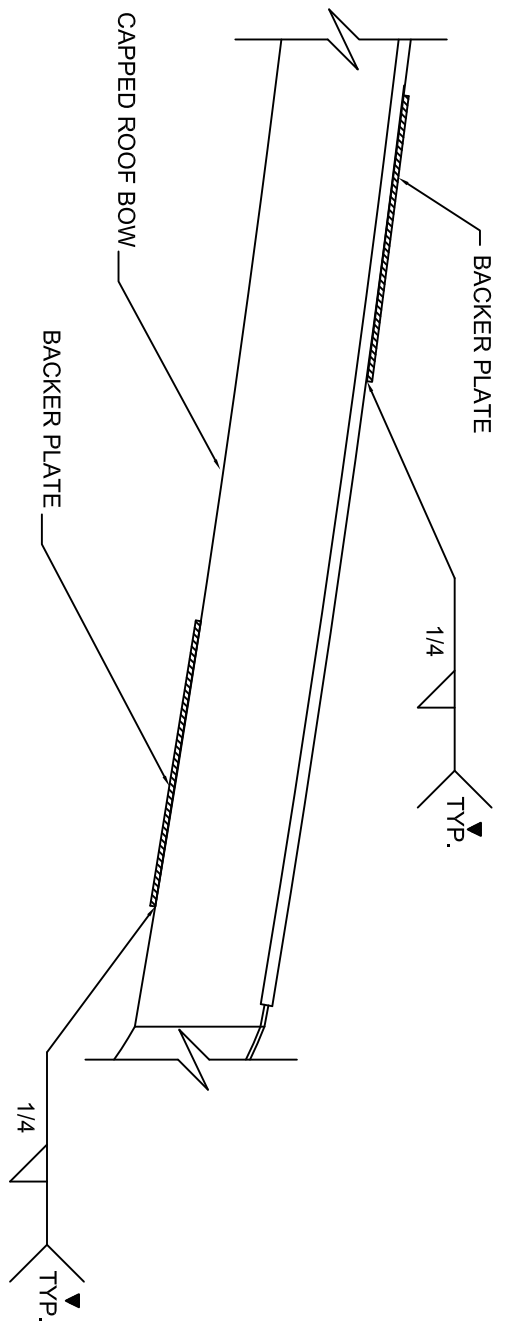
CRITICAL CONTROL ITEM



SECTION A-A



SECTION C-C



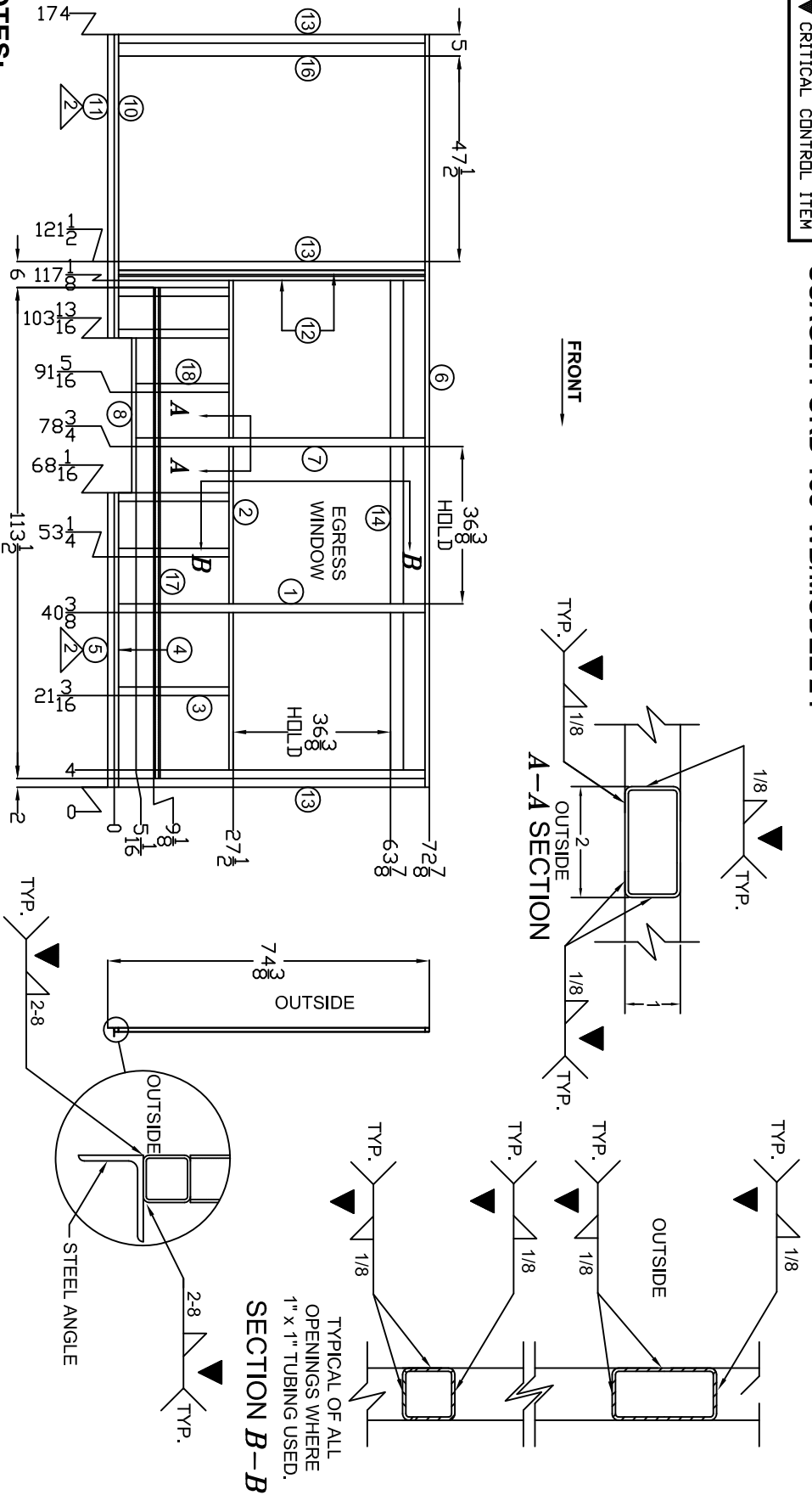
SECTION B-B

T/A-71 NEW STYLE	33-5/8	30	10	12-1/4
ACC 23022 SERIES	38	20	10	14-3/4
ACC 23023 SERIES	33-5/8	28-3/4	10	14-3/4
T/A-77	18-1/4	59-1/2	10	10-3/8
T/A-73	28-1/4	39-1/2	10	9-1/2
T/A-71 OLD STYLE	33-5/8	28-3/4	10	12-1/4
T/A-70	36-3/4	22-1/2	10	11-5/8
T/A-30	31	34	10	9-1/2
EM-14 & RE-29	30-3/4	34-1/2	10	9-1/2
EM-6 & RE-10	36	24	10	9-1/2
EM-3 & RE-30	28-1/4	39-1/2	10	16
RE-15 & RE-20	28-1/4	39-1/2	10	9-1/2
EM-1 & EM-2	28-1/4	39-1/2	10	9-1/2
EM-7 GEN 5	36-1/8	23-3/4	10	9-1/2
EM-2 GEN 5	32-3/8	31-1/16	10	9-1/2
EM-1 GEN 5	28-3/16	39-5/8	10	9-1/2
EVAPORATOR MODEL	A-1	A-2	B-1	B-2

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REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	EON No.	TOLERANCE UNLESS OTHERWISE SPECIFIED	DATE: 10/13/10	TITLE: 68" WHEEL BASE MODEL 24
						WOOD ± 1/8"		ROOF FRAME, DETAILS SINGLE HATCH
						OTHER ± 1/16"		
						± 1°		
						± 1/2°		
						DWG. No.		

GLAVAL BUS
Buses for the new millennium



NOTES:

- 1-DRAWING VIEWED FROM EXTERIOR SIDE OF UNIT.
- 2-ANGLE TO BE WELDED FLUSH WITH OUTSIDE EDGE OF WALL.
- 3-ALL STEEL TO BE ALUMINIZED.

REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION	REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION
9	0		TUBE: 16ga. x 1" x 1" x 24-3/8"lg.	18	1		TUBE: 18ga. x 1" x 2" x 21-7/16"lg.
8	1		FRAME, SIDEWALL WHEEL WELL FORD	17	1		SEAT TRACK: 113-1/2"lg.
7	1		TUBE: 18ga. x 1" x 2" x 66-13/16"lg.	16	1		TUBE: 16ga. x 1" x 3" x 70-7/8"lg.
6	1	02071055	TUBE: 16ga. x 1" x 1" x 174"lg.	15	0		TUBE: 16ga. x 1" x 3" x 24-3/8"lg.
5	1	02071056	ANGLE: 11ga. x 1-1/2" x 2" x 68-1/16"lg.	14	3		TUBE: 16ga. x 1" x 3" x 36-3/8"lg.
4	1	02071055	TUBE: 16ga. x 1" x 1" x 68-1/16"lg.	13	3		TUBE: 16ga. x 1" x 2" x 70-7/8"lg.
3	5		TUBE: 18ga. x 1" x 2" x 25-1/2"lg.	12	2		TUBE: 16ga. x 1" x 1" x 70-7/8"lg.
2	3		TUBE: 16ga. x 1" x 1" x 36-3/8"lg.	11	1		ANGLE: 11ga. x 1-1/2" x 2" x 70-3/16"lg.
1	2		TUBE: 18ga. x 1" x 2" x 70-7/8"lg.	10	1		TUBE: 16ga. x 1" x 1" x 70-3/16"lg.

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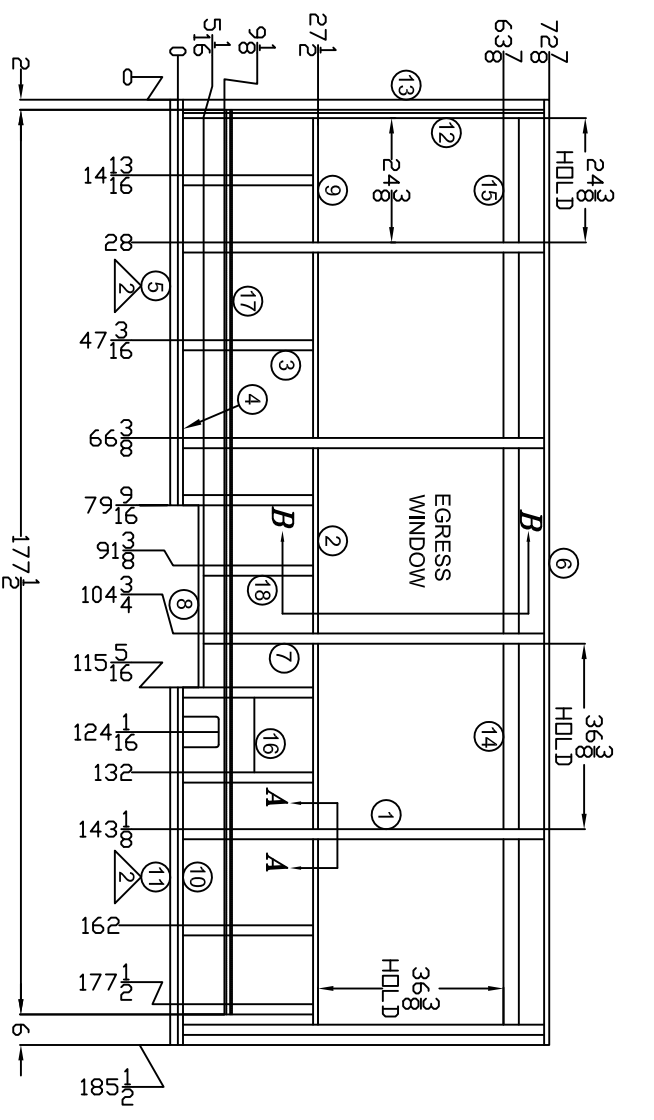
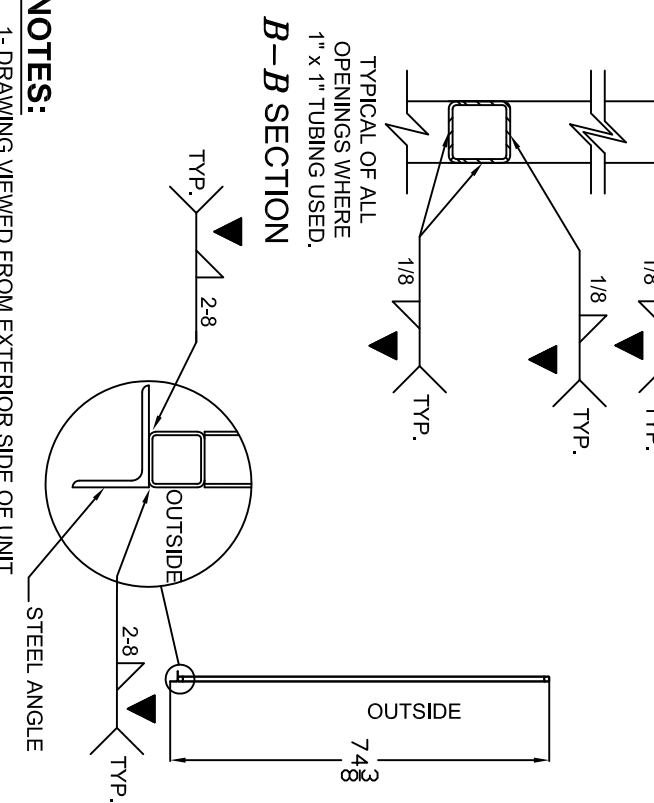
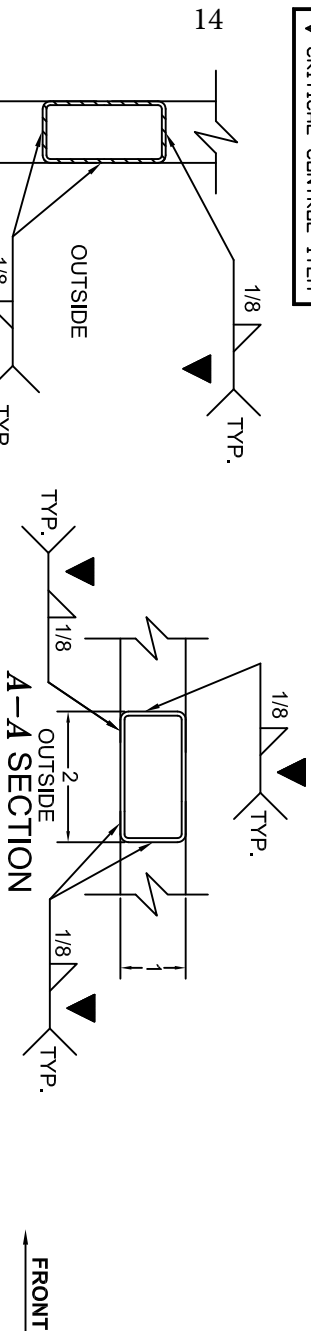
REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.	TOLERANCE UNLESS OTHERWISE SPECIFIED	DATE	TITLE
						VDDD ± 1/8"		10/09/10
						OTHER ± 1/16"		158" WB MODEL 24, PASS SIDEWALL, R. LIFT, STD. FLOOR
						± 1"		
						± 1/2"		

GLWAL BUS
Buses for the new millennium

32-13-0009-10

CRITICAL CONTROL ITEM

USAGE: FORD 158"WB/MODEL 24



- NOTES:**
- 1- DRAWING VIEWED FROM EXTERIOR SIDE OF UNIT.
 - 2- ANGLE TO BE WELDED FLUSH WITH OUTSIDE EDGE OF WALL.
 - 3- ALL STEEL TO BE ALUMINIZED.

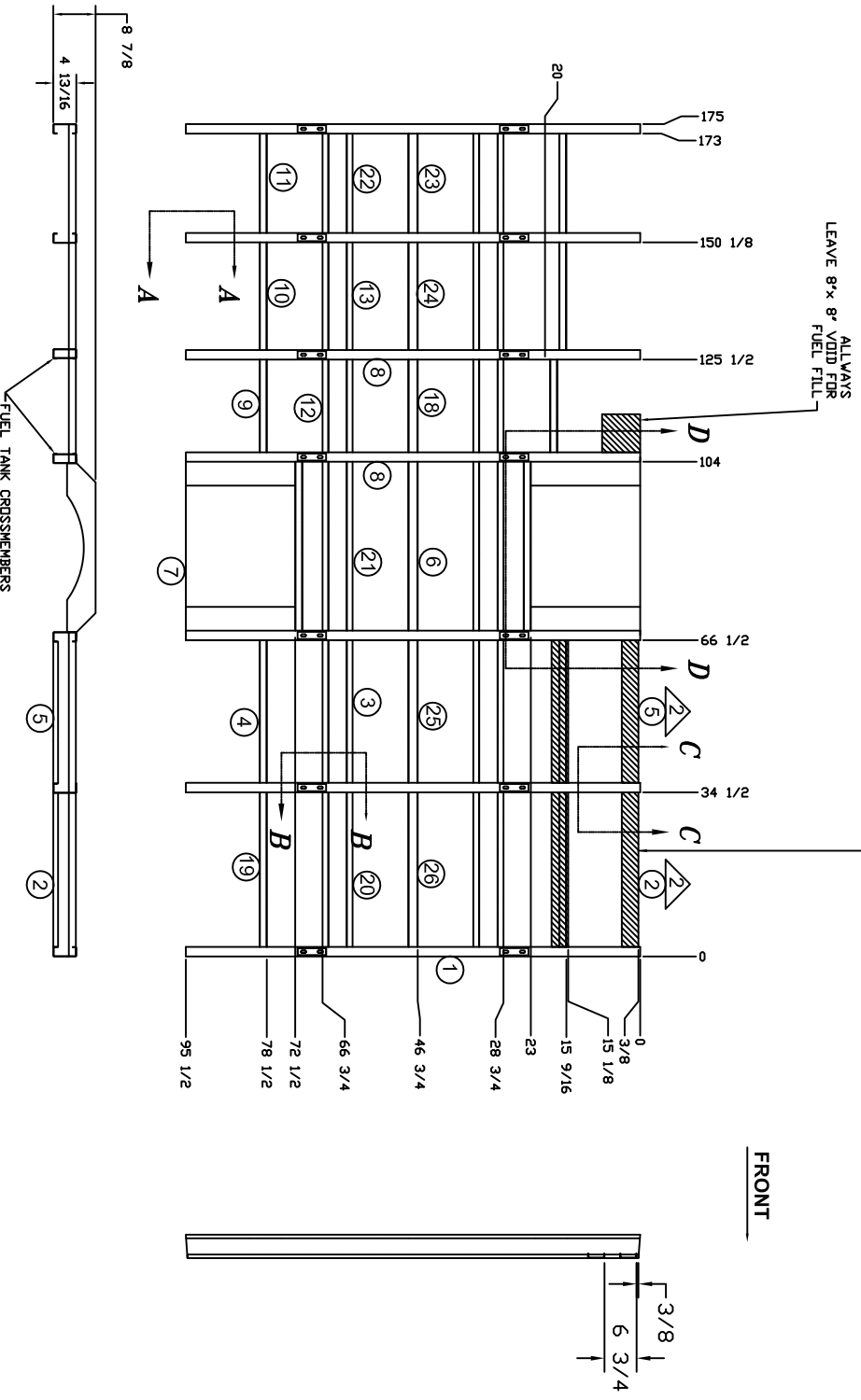
REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION	REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION
9	1		TUBE: 16ga. x 1" x 1" x 24-3/8"Lg.	18	1		TUBE: 18ga. x 1" x 2" x 21-7/16"Lg.
8	1		FRAME, SIDEWALL WHEEL WELL FORD	17	1		SEAT TRACK: 177-1/2"Lg.
7	1		TUBE: 18ga. x 1" x 2" x 66-13/16"Lg.	16	1		FUEL FILL BACKER BOARD
6	1	02071055	TUBE: 16ga. x 1" x 1" x 185-1/2"Lg.	15	1		TUBE: 16ga x 1" x 3" x 24-3/8"Lg.
5	1	02071056	ANGLE: 11ga. x 1-1/2" x 2" x 79-9/16"Lg.	14	4		TUBE: 16ga. x 1" x 3" x 36-3/8"Lg.
4	1	02071055	TUBE: 16ga. x 1" x 1" x 79-9/16"Lg.	13	2		TUBE: 16ga. x 1" x 2" x 70-7/8"Lg.
3	7		TUBE: 18ga. x 1" x 2" x 25-1/2"Lg.	12	1		TUBE: 16ga. x 1" x 1" x 70-7/8"Lg.
2	4		TUBE: 16ga. x 1" x 1" x 36-3/8"Lg.	11	1	02071056	ANGLE: 11ga. x 1-1/2" x 2" x 70-3/16"Lg.
1	5		TUBE: 18ga. x 1" x 2" x 70-7/8"Lg.	10	1	02071055	TUBE: 16ga. x 1" x 1" x 70-3/16"Lg.

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REV.	DATE	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.	TOLERANCE UNLESS OTHERWISE SPECIFIED	OTHER	DATE	NAME	M/KLINE	DWG. No.
A		UPDATE 2017	RTS		06/05/17		± 1/8"	± 1/16"	10/08/10	VB	MODEL 24, DR. SIDEWALL	32-13-0001-10

GLVAL BUSES
Buses for the new millennium

CONDENSOR CHANNEL



- NOTES:**
- 1-DRAWING VIEWED FROM INTERIOR SIDE OF UNIT.
 - 2- LOCATION OF A/C BRACKETS: ONE MOUNT FLUSH WITH OUTSIDE EDGE OF CROSSMEMBER. THE OTHER MOUNTS 14" FOR PRO AIR & 6-1/4" FOR TRANS AIR FROM OUTSIDE EDGE OF CROSSMEMBER.
 - 3- SEE SHEET 2 OF 2 FOR DETAILS, TORQUE SPECIFICATIONS, SECTION VIEWS AND CUT LIST.
 - 4-ALL STEEL TO BE ALUMINIZED.

REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION
4	2		"C" CHANNEL: 16ga. 1" x 1-1/2" x 1" x 30" Lg.
3	2	32-32-0060-11	HAT CHANNEL: 16ga. x 1" x 6-5/16" x 30" Lg. A-513
2	2		"C" CHANNEL: 16ga. x 1" x 3-1/2" x 32-1/2" Lg.
1	5	71009018	14ga. x 2 x 4-13/16 x 95-1/2 CROSSMEMBER A-365

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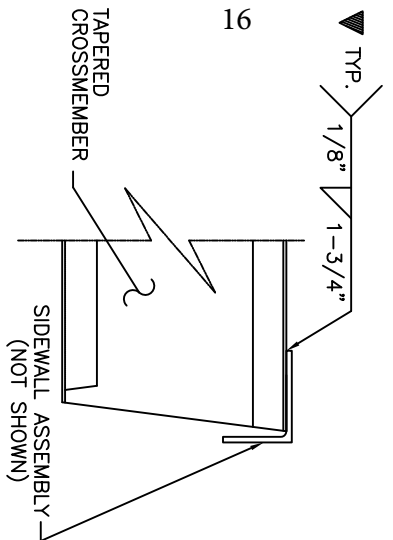
REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.	TOLERANCE UNLESS OTHERWISE SPECIFIED	DATE	NAME
A	UPDATE 2017	RTS		06/06/17		± 1/8"	10/13/10	MKLIN

GLAVAL BUS
Buses for the new millennium

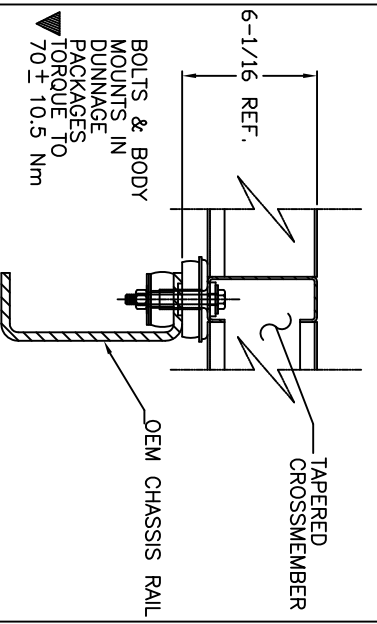
DATE: 10/13/10 TITLE: 158" WHEEL BASE MODEL 24
FLOOR FRAME, STD. FLOOR

DWG. No. 32-13-0015-10

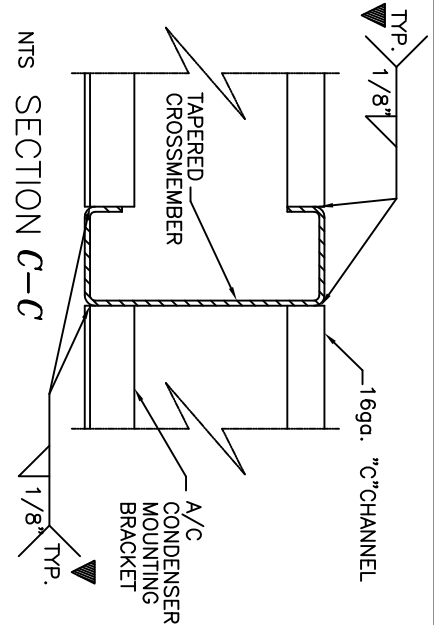
▼ CRITICAL CONTROL ITEM



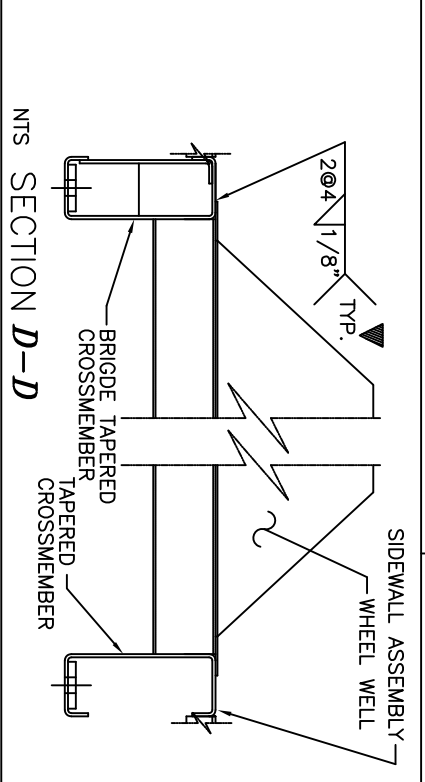
SECTION A-A



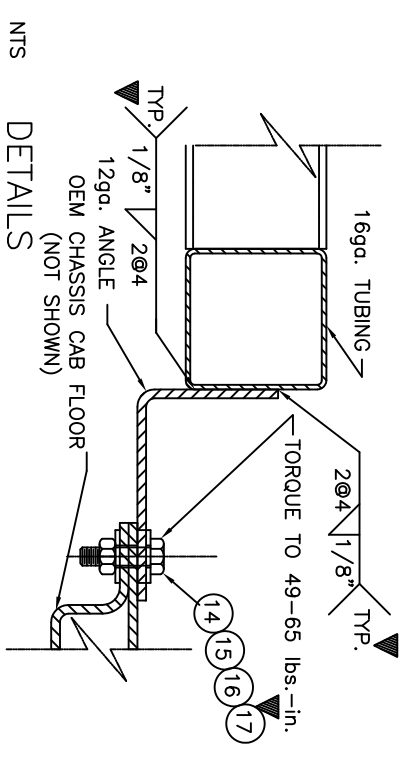
SECTION B-B



SECTION C-C



SECTION D-D



DETAILS

REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION
26	1		"U" CHANNEL: 16ga. 1" x 2" x 1" x 32-1/2" Lg.
25	1		"U" CHANNEL: 16ga. 1" x 2" x 1" x 30" Lg.
24	1		"U" CHANNEL: 16ga. 1" x 2" x 1" x 22-5/8" Lg.
23	1		"U" CHANNEL: 16ga. 1" x 2" x 1" x 20-7/8" Lg.
22	2	32-32-0060-11	HAT CHANNEL: 16ga. x 1" x 6-5/16" x 20-7/8" Lg. A-513
21	2	32-32-0060-11	HAT CHANNEL: 16ga. x 1" x 6-5/16" x 35-1/2" Lg. A-513
20	2	32-32-0060-11	HAT CHANNEL: 16ga. x 1" x 6-5/16" x 32-1/2" Lg. A-513
19	2		"C" CHANNEL: 16ga. 1" x 1-1/2" x 1" x 32-1/2" Lg.
18	1		"U" CHANNEL: 16ga. 1" x 2" x 1" x 19-1/2" Lg.
17	7	80052007	NUT, HEX HEAD 3/8-16 UNC GRADE 5 ZINC
16	7	80042015	WASHER MED LOCK 3/8 ZINC
15	14	80042007	WASHER 3/8 USS ZINC
14	7	80112051	BOLT, HEX HEAD 3/8-16 X 1 UNC GRADE 5 ZINC
13	2	32-32-0060-11	HAT CHANNEL: 16ga. x 1" x 6-5/16" x 22-5/8" Lg. A-513
12	2	32-32-0060-11	HAT CHANNEL: 16ga. x 1" x 6-5/16" x 19-1/2" Lg. A-513
11	2		"C" CHANNEL: 16ga. 1" x 1-1/2" x 1" x 20-7/8" Lg.
10	2		"C" CHANNEL: 16ga. 1" x 1-1/2" x 1" x 22-5/8" Lg.
9	2		"C" CHANNEL: 16ga. 1" x 1-1/2" x 1" x 19-1/2" Lg.
8	2	70009055	14ga. x 2 x 4-13/16 x 95-1/2 bridge crossmember
7	2	70009051	WHEEL WELL WIDE BODY
6	1		"U" CHANNEL: 16ga. 1" x 2" x 1" x 35-1/2" Lg.
5	2	70009046	"C" CHANNEL: 16ga. x 1" x 3-1/2" x 30" Lg.

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REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.	± 1°	± 1/2°	DWG. No.
A	UPDATE 2017	RTS		06/06/17				32-13-0015-10

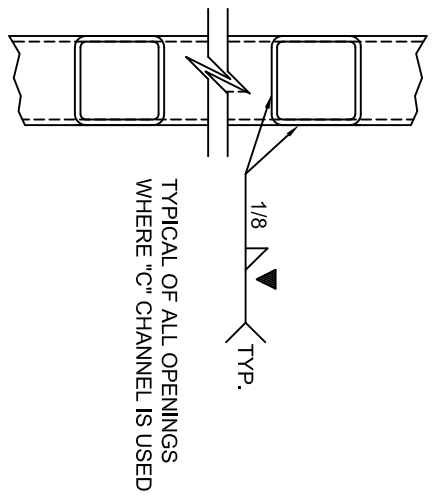
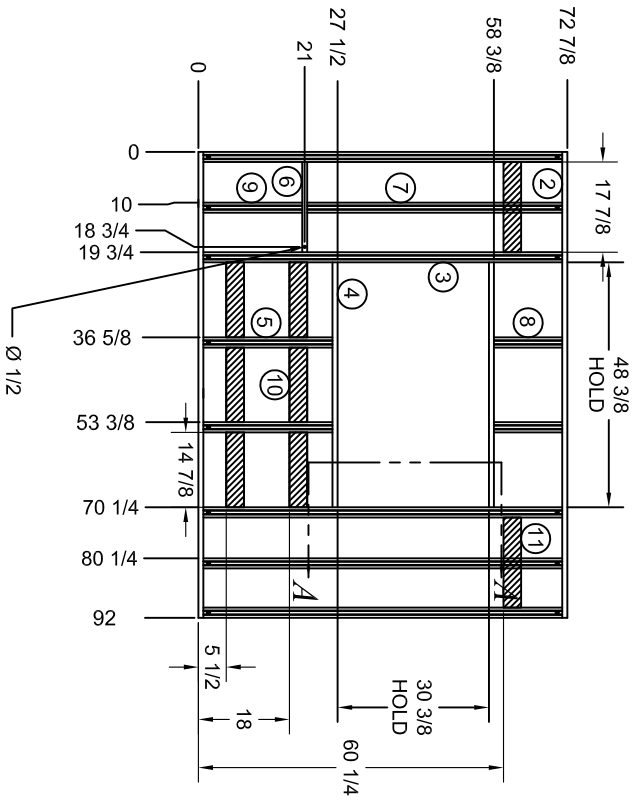
TOLERANCE UNLESS OTHERWISE SPECIFIED
 WOOD ±1/8"
 OTHER ±1/16"

DATE: 10/13/10 TITLE: 158" WHEEL BASE MODEL 24
 FLOOR FRAME DETAILS STD. FLOOR

GLAVAL BUS
 Buses for the new millennium

▼ CRITICAL CONTROL ITEM

**USAGE: UNIVERSAL/ REAR
EGRESS WINDOW**



SECTION A-A

- NOTES:**
- 1- DRAWING VIEWED FROM EXTERIOR SIDE OF UNIT.
 - 2- ALL STEEL TO BE ALUMINIZED.

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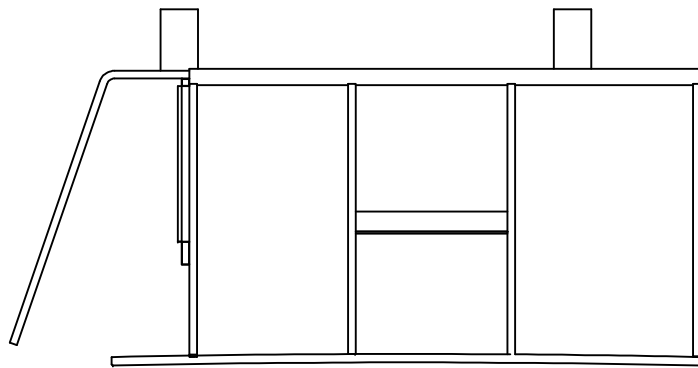
REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	EON No.	± 1°	± 1/2°	DWG. No.	SHEET 1 OF 1
A	PRELIM PACKET:	TAS		03/23/16				31-28-0003-05	

REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION
11	2		STEEL PLATE: 11ga. x 3 1/2" x 17-7/8" Lg. A-513
10	6		STEEL PLATE: 11ga. x 3 1/2" x 14-3/4" Lg. A-513
9	1	02062351	WALL BOW: 18ga. x 1" x 2" x 19" Lg. A-513
8	2	02062351	WALL BOW: 18ga. x 1" x 2" x 12-7/8" Lg. A-513
7	1	02062351	WALL BOW: 18ga. x 1" x 2" x 50-7/8" Lg. A-513
6	1	02071055	TUBE: 16ga. x 1" x 17-3/4" Lg. A-513
5	2	02062351	WALL BOW: 18ga. x 1" x 2" x 25-1/2" Lg. A-513
4	2	02071055	TUBE: 16ga. x 1" x 48-3/8" Lg. A-513
3	5	02062351	WALL BOW: 18ga. x 1" x 2" x 70-7/8" Lg. A-513
2	2	02071055	TUBE: 16ga. x 1" x 92" Lg. A-513
1			

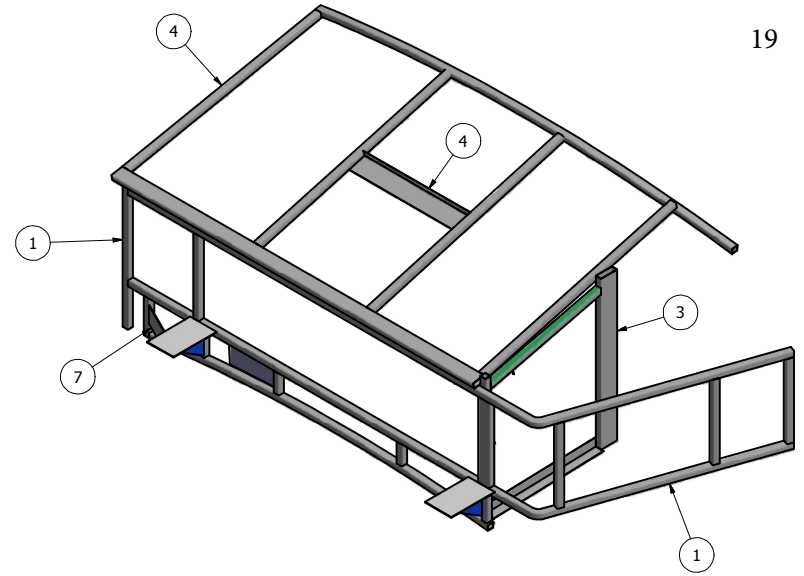


Buses for the new millennium

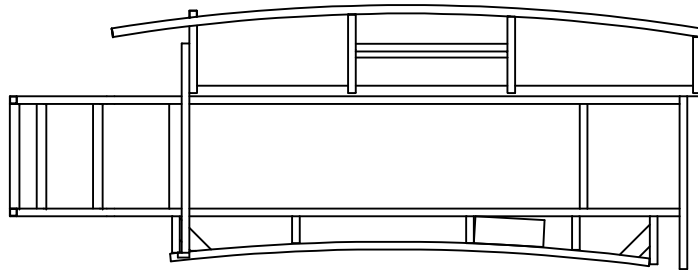
FRAME: REAR WALL STANDARD FLOOR WITH 30" x 48" WINDOW



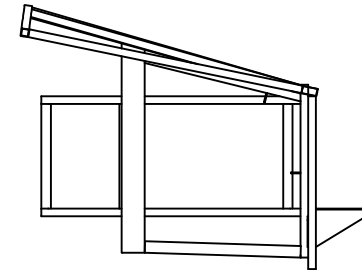
TOP VIEW



ISOMETRIC VIEW



BACK VIEW



SIDE VIEW

Note:
 1). Viewed from Interior.
 2). All steel to be aluminized.

PARTS LIST			
ITEM	QTY	PART NUMBER	DESCRIPTION
1	1	31-28-0307-11	FORD UNIVERSAL Front Cab Wrap Around
2	1	31-28-0744-11	FORD UNIVERSAL Cab Overhead
3	1	31-28-0299-11	Ford UNIVERSAL Electrical Panel Frame
4	1	31-28-0745-11	FORD UNIVERSAL Cab Overhead
5	2	02071056-4.375	STEEL ANGLE 11ga.x 1-1/2"x 1-1/2"x 4-3/8" lg. A-513
6	1	02071056-6	STEEL ANGLE 11ga.x 1-1/2"x 1-1/2"x 6" lg. A-513
7	8	2x2 STRAP	11ga. 2"x 2" Steel Strap



REVISION HISTORY				
ZONE	REV	DESCRIPTION	DATE	APPROVED
CAGES				

DFTSN:	TAS	TITLE	UNIVERSAL - Front Cab, Over Head cab, Electrical Panel Assembly
DATE:	10/15/19	DWG NO	31-28-0749-19 GLAVAL
			SHEET 1 OF 1



Master's Transportation is one of the nation's leading providers of rental, lease and purchase of transport vehicles. We strive to make a significant and positive impact in the transportation industry through our commitment to quality and safety. Our core values guide us in all that we do, inspiring us to "Move People Forward".

Our business scope covers a full series of commercial vehicles including commercial shuttle buses and vans; school buses and multi-functional school activity buses; motor coaches; and used commercial buses. We have six full-service departments and a centralized parts department, while having the capacity to provide service needs nationwide. In addition to general service repair, we also offer motor coach, limo bus and shuttle full-scale refurbishing.

Our rental department is unique in the industry, providing a broad selection of rental vehicles for short or long term needs. With locations nationwide, we offer rental vehicles on a seasonal, monthly, weekly and daily basis. The crux of our rental business is offering convenience, safety and quality so that our customers can focus on their journey ahead.

Since our beginning, Master's Transportation has maintained an exceptional reputation as a premier transportation provider, exceeding expectations for our customers, partners and employees based on our ethics, strength and reliability.

Who We Are

With over 30 years of experience, our company stands on a foundation dedicated to providing excellence in the transportation industry. We are passionate about being first to market and realizing opportunities, creating solutions for current and future unmet needs. We continue to evolve through innovation, expanding vehicle offerings, value-added services and adding new technologies to revolutionize the industry. We work hard to provide seamless and tailored solutions to support customer needs. With long lasting relationships with our customers, our exceptional retention and referrals rates provide a key component to our success and growth.

Our company culture demands us to *relentlessly pursue excellence, operate with high integrity, have a positive can-do attitude and to be solution oriented.* Our core values guide us to ensure that our customers and our colleagues are at the heart of every decision we make.

Our success is based on the hard work of our team members who carry our vision forward. We support a work environment that nurtures our employees' continued education, growth, and development and encourages discovery and sharing of best practices. We are committed, individually and collectively, to the safety and well-being of our employees, our customers and our communities. Our policies, as well as our daily decisions are proof that this commitment is engrained in our culture.

We believe in being a good corporate citizen of our communities, using our resources wisely, and investing in organizations that are making a positive and lasting impact. We achieve this through advocating for their cause, donation matching and encouraging our employees to get personally involved.



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.
 - Master's Transportation Service
 - service@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



Service Organization

Master's Transportation is a full line sales and service bus and van dealer with ten locations throughout Missouri, Nebraska, Arkansas, Colorado, Texas, California, Florida and DC/Maryland. Since 1985, Master's Transportation has been supplying a wide range of buses and vans to schools, churches, city agencies, state agencies, and Federal agencies.

Master's Transportation service centers:

Missouri

800 Quik Trip Way

Belton, MO 64012

800-783-3613

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm

Service Personnel: 9

Hourly rate: \$165

Missouri

171 Shady Oak Drive

Ozark, MO 65721

800-783-3613

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm

Service Personnel: 3

Hourly rate: \$155

Colorado

25200 E. 68th Avenue

Aurora, CO 80019

303-627-4100

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm

Service Personnel: 3

Hourly rate: \$165

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



Maryland/DC

201 Ritchie Road, Bldg. A
 Capitol Heights, MD 20743
 240-455-0200

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm
 Service Personnel: 5
 Hourly rate: \$160

Texas

3840 Valley View Lane
 Irving, TX 75062
 800-783-3613

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm
 Service Personnel: 4
 Hourly rate: \$160.00

California

1215 Graphite Drive
 Corona, CA 92881

Hours of Operation: Monday through Friday, 8:00 am – 5:00 pm
 Service Personnel: 2
 Hourly rate: \$160.00

The Master's Service Team can be reached at 800-783-3613 or:

Tyetta Miller, Service Manager
 tmiller@masterstransportation.com

Kansas City, MO

800 Quik Trip Way, Belton, MO 64012

Denver, CO

1011 S. Huron St, Denver, CO 80223

Kearney, NE

3710 Central Ave, Ste 5, Kearney, NE 68847

Hot Springs, AR

4364 Malvern Rd, Hot Springs, AR 71901

Ozark, MO

171 Shady Oak Rd, Ozark, MO 65721



Parts

We provide full availability of parts to support any needs for maintenance and repairs made in the field. Please contact Tim Clark at 816-831-1326 for any parts inquiries or contact us via email:

- Tim Clark, Parts and Sourcing Manager (tclark@masterstransportation.com)
- Josh Mason, Parts Lead (jmason@masterstransportation.com)

Master's will ship the parts to you via UPS Ground.

Cost to Agency: Except for warranty claims, freight charges are invoiced at cost.

Repairs

Repairs can be scheduled at Master's Transportation location listed above. Just call the number of the location nearest you and ask to make a service appointment. If you are not near one of Master's locations, please call 1-800-783-3613 and we'll help you find a service center closest to you.

Turn-around time for repairs is dependent upon the issue, parts availability and complexity of repair however, we will do everything possible to expedite delivery and minimize downtime.

Kansas City, MO

800 Quik Trip Way, Belton, MO 64012

Denver, CO

1011 S. Huron St, Denver, CO 80223

Kearney, NE

3710 Central Ave, Ste 5, Kearney, NE 68847

Hot Springs, AR

4364 Malvern Rd, Hot Springs, AR 71901

Ozark, MO

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 _____









January 30, 2024

NEDOT State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

RE: ITB 6852 OF

Point of Contact:

Phil Scherer, Regional Sales Manager
Master's Transportation, Inc.
800-783-3613

In State Warranty/After Sales Location:

Walker Tire Point S
5535 Arbor Rd.
Lincoln, NE 68514
402-464-3500

Kansas City, MO

800 Quik Trip Way, Belton, MO 64012

Kearney, NE

6430 E. Hwy 30, Kearney, NE 68847

Hot Springs, AR

4201 Malvern AVE. Hot Springs, AR 71913

Ozark, MO

171 Shady Oak Road, Ozark, MO 65721

Alternate Bid 36" Entry Door 22' Body



2023 COMMUTE - PRIMETIME - TITAN II - UNIVERSAL PRICE & ORDER FORM

NEDOT 12+2 Bid# 6852

Date: 1/23/2023

ORDER#:

FR SHORT VIN:

DAX SO #:

Dealer Code Number: 0031909

Dealer Name: Master's Transportation

Address: 800 Quik Trip Way

City/State/ZIP Code: Belton, MO 64012

Dealer Contact: _____

Phone: _____

Dealer Contact Email: _____

Glaval Sales Rep: _____

Glaval Print #: _____

Shipping Method: _____

Shipping Location: Master's Transportation

Address: 5535 Arbor Rd

City/State/ZIP Code: Lincoln, NE 65814

Phone: _____

Contact: _____

Payment Method: _____

Order Quantity: _____ Deale

End User Name: NEDOT 12+2

Chassis Releasing Dealer: _____

FIN CODE if applicable: _____

If Alternate Fuel Conversion, Enter Fuel Type Here:

CHASSIS INFORMATION FOR ORDER

CHASSIS V.I.N. **KEY CODE:**

FOR AIRPORTER ORDERS ENTER DUAL DOOR HERE:

--	--

ORDER#:

Drop Ship Chassis Details Needed: Shipping Dealer, VIN, Options	
---	--

SEAT COLOR & EXTERIOR GRAPHIC INFORMATION REQUIRED

Passenger Seat Fabric: _____
 Driver Seat Fabric: _____
 Co Pilot Seat Fabric: _____

CUSTOM GRAPHICS: ENTER THE GRAPHICS AND VENDOR INFORMATION IN THE BOX BELOW:

--

MODEL INFORMATION

*Model 25 with 190" wheelbase required for 25 passenger unit. Limited Options and Requires Engineering Approval

**Model 25 with 176" wheelbase requires approval for paratransit applications.

***Model 27 with 208" wheelbase has Limited Options and Requires Engineering Approval

NON-RETRACTABLE SEAT BELTS ARE STANDARD EQUIPMENT - NO DELETIONS ALLOWED

Pricing and specifications are subject to change without notice - COD or approved financing only - FOB Goshen

	Code		Qty
UNIVERSAL - FORD E450 CONVERSION ONLY PRICING			
Universal 22 158" WB E-450 7.3L Premium Gas Engine W/240 AMP OEM ALT	G	9085	C 1
SPECIAL INSTRUCTIONS OR NOTES			1
WC DOOR MUST HAVE ONE LOCKING HANDLE			1
VALVE EXTENDERS TO NOT EXTEND BEYOND THE OUTER EDGE OF RIM OF OUTSIDE DUAL			1
LAST FULL SIZED WINDOW STREETSIDE TO BE SOLID PANE			1
SPECIAL BUILD OPTIONS			1
E450 Front End Alignment (SEND REPORT WITH BUS)	ST	99	1
WARRANTY			1
STANDARD WARRANTY 12 MONTH/12,000 MILES	ST	99	1
ELECTRICAL SYSTEM			
Intermotive Flex Tech Electrical System	05	STD	1
SIDEWALL / REARWALL / CEILING			
Driver Area: Grey Padded Vinyl	05	STD	1
FRP on Ceiling, Grey	05	2289	1
FRP on Rear wall & Side Walls, Grey	05	99	1
FLOORING - WHITE NOSING IS STANDARD			
Altro Meta Storm	05	2248	1
Yellow Step Nosing - Per Step	05	8820	3
SPACE AGE SYNTHETICS 3/4" DECK BOARD ILO PLYWOOD	ST	99	1
EXTERIOR			
ALL FIBERGLASS/COMPOSITE EXTERIOR	05	2381	1
CHASSIS			
Front Mud Flap (1), Passenger Side Only (to be used with Running Board) - NOT AVAILABLE ON FORD TRANSIT	05	2340	1

ORDER#:

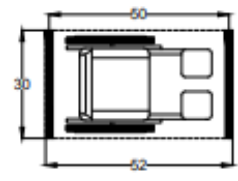
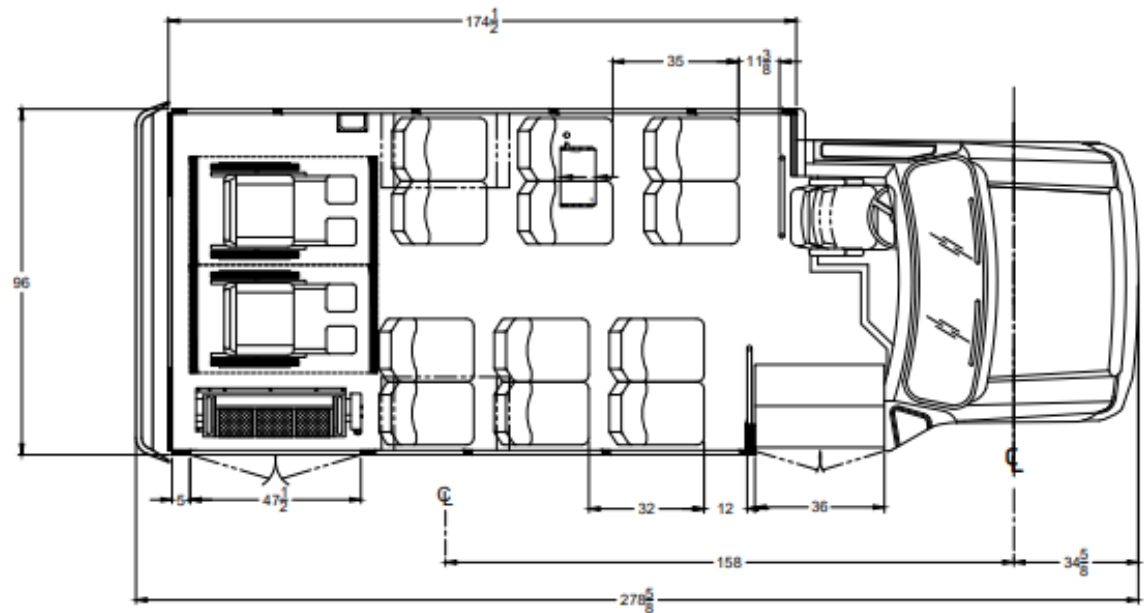
Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large) (NOT AVAILABLE ON FORD TRANSIT)	05	2623		1
Rear Tow Hooks	05	2002		1
Mor-Ryde RS Suspension (SUBJECT TO WEIGHT ANALYSIS APPROVAL)	05	99		1
Exterior Mirror Set, Remote/Heated, Ford	05	2444		1
Valve Stem Extender Inner Dual Rear Wheel, pair	05	8606		1
ENVIRONMENTAL CONTROL				
DUAL COMPRESSOR SYSTEMS				
1				
DUAL COMPRESSOR SYSTEMS REAR IN WALL MOUNT				
1				
RW456516 70K 23045 REAR MOUNT EVAP - 25065 SKIRT COND - 10 C.I.D. COMP (SELECT CHASSIS/ENGINE BELOW)				
1				
RW456516 FORD 7.3L Premium Gas Engine W/240 AMP OEM ALT	05	104866		1
HEATERS				
1				
SMART 70K BTU Floor Mounted 3 Speed Low Profile OK Side Sliders	05	99		1
ELECTRICAL				
Switch Panel Located on Engine Cover	05	STD		1
Battery Box and Tray	05	2029		1
Hourmeter	05	22097		1
Wiring Diagram "AS BUILT" ON USB Flash Drive		STD		1
EXTERIOR LIGHTS				
Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds	05	STD		1
LED Rear Center Mount Brake Light, Rectangular	05	20136		1
LED Mid-Ship Turn / Marker Lights	05	20138		1
INTERIOR LIGHTS				
1				
Door Activated Interior Lights	05	8810		1
AUDIO / VISUAL				
1				
FORD E-SERIES OEM AM/FM/BT RADIO ORDERED ON CHASSIS				
NOTE				
4 Speakers with Wire to Chassis OEM Radio (if supplied)	05	8822		1
DOORS / HATCH / WINDOWS				
Electric Entry Door is Standard. Add Option #2056 if Manual is Desired				
Passenger Door - Manual	05	2056		1
Passenger Door 36" ROUGH OPENING (STANDARD)	05	2063		1
Roof Hatch - Transpec 1070 Series Dual Purpose Safety Vent II	05	20179		1
PARATRANSIT OPTIONS				
1				
2" Wider Double W/ C Doors w/ Windows, LED Interior Lights, Leaf Spring, LED Exterior Lighting	05	20207		1
Required for Lifts Wider than 34" N/A 138-139" WB Front Lifts, Primetime 158"WB 22'. Requires Raised Floor on Universal 158"WB 22'				
NOTE				
1				
IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?			Rear	1
INSTALL T-Latch W.C. Door Hold Open Each - Note: Deletes Gas Shocks	05	20211		2
ADDITIONAL WHEELCHAIR DOOR HANDLE	ST	99		1
EACH LEAF OF WC DOOR TO HAVE HANDLE	05	NOTE		1
WC DOOR WINDOW BOTTOMS APPROXIMATELY ALIGNED WITH THOSE OF THE MAID SIDE	05	NOTE		1
BRAUN LIFTS				
1				
BRAUN MILLENNIUM NL917 FIB34X54-2	ST	99		1
LIFT FAST IDLE WITH 403 INTERLOCK				
1				

ORDER#:

Intermotive Gateway 508-F Ford E or 517-F Transit Fast Idle with Lift Interlock	05	99		1	
SureLok W.C. Securement Kits, Accessories				1	
FE200750-16 16" Quick Strap (each)	05	20239		8	
Sure-Lok Belt Cutter (ship loose)	05	8177		1	
Sure-Lok Belt Storage Pouch	05	8099		2	
SURE-LOK AL812S-4C7 TITAN (4) AL800855S TIE DOWN L-TRACK & AL700868-4 SHOULDER AND LAP BELT & AL700727HA	ST	99		2	
INTERGRATED LAP BELT ASSEMBLY W/ TRIANGULAR FITTINGS, 96" LONG P/N: AL700842	ST	99		2	
Q Straint W.C. Securement Kits, Accessories				1	
Q8-6500-L Upper Shoulder Harness Mount Fixed Point to L Track Adaptor	05	20242		2	
Miscellaneous Accessories				1	
L Track for Wheelchair Tiedown (per foot)	05	20254		2	
Priority Seating Sign **Required for ADA Compliance**	05	8104		2	
Wheelchair Decal (International Symbol of Accessibility) Each	05	8105		2	
36" OF L-TRACK MOUNTED ABOVE REAR WINDOW, STARTING AT THE MIDDLE OF THE WINDOW AND GOING TO THE WC DOORS FOR W/C	ST	99		1	
SAFETY OPTIONS					
5 Lb Fire Extinguisher	05	8089		1	
16 Unit First Aid Kit	05	8090		1	
Body Fluid Kit	05	20264		1	
Emergency Triangle Kit	05	8091		1	
Back-Up Alarm SAE Type C 97 db(A)	05	20267		1	
DO NOT INSTALL STANDARD BACK-UP CAMERA SYSTEM		NOTE		1	
Decal Vehicle Height Sticker	05	20289		1	
ROSCO STK5530 REAR VIEW CAMERA, 6X16 MIRROR 7" COLOR MONITOR	ST	99		1	
"BATTERY" DECAL MOUNTED ON EXTERIOR OF BATTERY BOX DOOR	ST	99		1	
VEHICLE HEIGHT DECAL TO BE MOUNTED ABOVE DRIVER	05	NOTE		1	
GRAB RAIL / STANCHION / PANELS					
Ceiling Grab Rail - Install on Street Side	05	2050		1	
Left Hand Entry Vertical Grab Rail - 1 1/4"		STD		1	
1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)	05	8130		1	
Stanchion and Modesty Panel at Entry Door		STD		1	
Stanchion and Modesty Panel Behind Driver	05	20301		1	
Padding on Stanchion - Yellow - Per 40" Max Length Each (note location(s) below)	05	20305		2	
Add Tinted Plexiglass Upper Panel LOCATION: BEHIND DRIVER	05	8146		1	
UPGRADE MODESTY PANEL TO MELAMINE AT ENTRY	ST	99		1	
UPGRADE MODESTY PANEL TO MELAMINE BEHIND DRIVER	ST	99		1	
PADDING ON STANCHION AT TOP OF STEPS	05	NOTE		1	
PADDING ON STANCHION BEHIND DRIVER	05	NOTE		1	
SEATING - DRIVER				1	
USSC G2 ELP Adjustable Head Rest,Lumbar,Armrest, Black Cloth Insert, Vinyl Sides	05	2167		1	
FREEDMAN SHIELD DRIVER SEAT FABRICS				1	
Driver Seat Cover - Level 5 Tower; Streamer; Carnival; Avanti	05	2046		1	
SEATING - PASSENGER				1	
STD RIGID SEATS				1	
Mid High Double Seat	05	8067		6	
PASSENGER SEAT FABRICS				1	
Seat Cover - Level 5 Tower; Streamer; Carnival; Avanti	05	2075		12	
SEAT OPTIONS				1	
Anti-Vandal Grab Handle, Black Ea on:		AISLE	05	2311	6

ORDER#:

Black US Armrest - Each - on:	AISLE	05	2077	6
SEAT BELTS				1
Seat Belt, Freedman USR Retractable (Per Person)		05	2282	12
Seat Belt Extension, 12" (P/N 56410) FOR USR SEAT BELTS		05	8771	4



NOTE: SHOWN WITH MID HI FREEDMAN SEATS
 E-450 14,500 GVWR
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
 COMPLETED ORDER WITH ALL OPTIONS SHOWN.
 OPTIONAL EQUIPMENT MAY BE SHOWN.
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

APPROVED

 CUSTOMER SIGNATURE

SCALE IN INCHES

TOLERANCE UNLESS OTHERWISE SPECIFIED

WOOD	OTHER
± 1/8"	± 1/16"
± 1"	± 1/2"

FOREST RIVER BUS

12 2 WC 158" WB 163 BODY MODEL 22

DATE: 01/26/24

THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF FOREST RIVER BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IF IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO FOREST RIVER BUS, A DIVISION OF FOREST RIVER.

REV	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.



ACC Climate Control, Inc.

R456516

The R456516 consists of (1) 23045 Front Mount Evaporator, (1) 25065 skirt mount condenser with (1) TM-16 compressor, and is rated up to 65,000 BTU/hr (plus the OE Dash a/c capacity). The system is equipped with ACC's orifice tube/accumulator design for prolonged service life.

ACC's simplified relay board provides system operation with ground leg switching. LEDs for each circuit provide for easy diagnostics of electrical continuity.

Parallel flow condensers provide for lighter weight and higher efficiencies over copper tube condensers.

Combined with the OE package, the total system capacity rating up to 70,000 BTU/hr.



23045 Evaporator

- Up to 65,000 BTU/hr
- (2) dual blower assemblies @ 1600 cfm
- 30 amps @ 12 vdc
- 60 lbs



25065 Condenser

- 83,000 BTU/hr
- (2) 14 inch fans
- 22 amps @ 12 vdc
- 54 lbs



TM-16 Compressor

- 10 cubic inch displacement
- 3 amps @ 12 vdc



ACC Climate Control—building **Rock Solid** relationships with **Rock Solid** performance and commitment!



AIR CONDITIONING SPECIFICATION

ACC Model R456516

This air conditioning system shall be an ACC Climate Control Model **R456516**.

Compressor: (1) TM-16 Compressor in addition to the OE Chassis supplied compressor driven off the vehicle engine.

Evaporator: One (1) ACC Model 23045 free blow evaporator rated up to 65,000 BTU/hr. The evaporator shall have two (2) dual shaft blower assemblies. The motor is minimum three (3) speed continuous duty permanent magnet and utilizes a resistor to limit amperage requirements. Drain pan shall not be part evaporator cover, but shall be part of the evaporator module with drain valleys to insure proper drains of the condensation. The return air filter is located at the coil and is easily accessible for maintenance without removal of the evaporator cover. The evaporator coil is copper tube design with aluminum fins. Evaporator assembly shall be a galvanized design. The evaporator shall utilize an orifice tube in lieu of a thermal expansion valve for a more trouble free operation. The evaporator cover have no sharp edges and must meet FMVSS 302 specification standards. High Pressure and Low Pressure (switch) protection are part of the evaporator assembly to maximize compressor and entire system protection. Evaporator air outlet louvers shall be adjustable to provide maximum directional airflow throughout the vehicle.

Driver's area in-dash evaporator: The OE Chassis supplied drivers in-dash evaporator shall be utilized and independent of the rear passenger area air conditioning system.

Condenser: One (1) ACC Model 23065 skirt mounted condenser rated @ 83,000 BTU/hr. The condensers shall have two (2) 14" high performance fan/motor assemblies with extended brush life motors. Each condenser assembly shall be designed to distribute air away from the vehicle floor. The condenser is installed in such a manner to assure the entire coil face area is exposed to fresh air from the outside of the vehicle skirt (the skirt of the vehicle will not in any way interfere with direct airflow through the coil). The system design shall use an accumulator with filter dessicant in lieu of a filter drier. The accumulator shall be mounted at the lowest point of the system (on the chassis frame rail) for maximum system protection. In addition, the accumulator shall include an oil pickup tube to insure proper compressor lubrication upon start up of the a/c system. The electrical connections shall be corrosion resistant

This air conditioning system utilizes environmentally friendly R-134A.

The thermostat controls shall be located in an area easily accessible to the driver. All wiring is color coded. The entire electrical system shall utilize ACC's simplified relay board with ground leg switching. The relay board shall consist of LED's to aid in the diagnosis of electrical continuity. Each circuit shall be protected by individual fuses for greater protection of the relay board components. The system shall be protected with manual reset circuit breakers.

The system shall be supported by ACC's 3 year/75,000 mile, with a minimum of two (2) years unlimited miles. See ACC's warranty statement for details .



Master's Transportation Inc.



2023 COMMUTE - PRIMETIME - TITAN II - UNIVERSAL PRICE & ORDER FORM

NEDOT 12+2 Bid# 6852

Date: 1/23/2023

ORDER#:

FR SHORT VIN:

DAX SO #:

Dealer Code Number: 0031909

Dealer Name: Master's Transportation

Address: 800 Quik Trip Way

City/State/ZIP Code: Belton, MO 64012

Dealer Contact: _____

Phone: _____

Dealer Contact Email: _____

Glaval Sales Rep: _____

Glaval Print #: _____

Shipping Method: _____

Shipping Location: Master's Transportation

Address: 5535 Arbor Rd

City/State/ZIP Code: Lincoln, NE 65814

Phone: _____

Contact: _____

Payment Method: _____

Order Quantity: _____ Deale

End User Name: NEDOT 12+2

Chassis Releasing Dealer: _____

FIN CODE if applicable: _____

If Alternate Fuel Conversion, Enter Fuel Type Here:

CHASSIS INFORMATION FOR ORDER

CHASSIS V.I.N. **KEY CODE:**

FOR AIRPORTER ORDERS ENTER DUAL DOOR HERE:

--	--

ORDER#:

Drop Ship Chassis Details Needed: Shipping Dealer, VIN, Options	
--	--

SEAT COLOR & EXTERIOR GRAPHIC INFORMATION REQUIRED

Passenger Seat Fabric: _____
 Driver Seat Fabric: _____
 Co Pilot Seat Fabric: _____

CUSTOM GRAPHICS: ENTER THE GRAPHICS AND VENDOR INFORMATION IN THE BOX BELOW:

MODEL INFORMATION

*Model 25 with 190" wheelbase required for 25 passenger unit. Limited Options and Requires Engineering Approval

**Model 25 with 176" wheelbase requires approval for paratransit applications.

***Model 27 with 208" wheelbase has Limited Options and Requires Engineering Approval

NON-RETRACTABLE SEAT BELTS ARE STANDARD EQUIPMENT - NO DELETIONS ALLOWED

Pricing and specifications are subject to change without notice - COD or approved financing only - FOB Goshen

	Code	Qty
UNIVERSAL - FORD E450 CONVERSION ONLY PRICING		
Universal 24 158" WB E-450 7.3L Premium Gas Engine W/240 AMP OEM ALT	G 9086 C	1
SPECIAL INSTRUCTIONS OR NOTES		1
WC DOOR MUST HAVE ONE LOCKING HANDLE		1
VALVE EXTENDERS TO NOT EXTEND BEYOND THE OUTER EDGE OF RIM OF OUTSIDE DUAL		1
LAST FULL SIZED WINDOW STREETSIDE TO BE SOLID PANE		1
SPECIAL BUILD OPTIONS		1
E450 Front End Alignment (SEND REPORT WITH BUS)	ST 99	1
WARRANTY		1
STANDARD WARRANTY 12 MONTH/12,000 MILES	ST 99	1
ELECTRICAL SYSTEM		
Intermotive Flex Tech Electrical System	05 STD	1
SIDEWALL / REARWALL / CEILING		
Driver Area: Grey Padded Vinyl	05 STD	1
FRP on Ceiling, Grey	05 2289	1
FRP on Rear wall & Side Walls, Grey	05 99	1
FLOORING - WHITE NOSING IS STANDARD		
Altro Meta Storm	05 2248	1
Yellow Step Nosing - Per Step	05 8820	3
5/8" MarineTech Plywood Floor	05 STD	1
SPACE AGE SYNTHETICS 3/4" DECK BOARD ILO PLYWOOD	ST 99	1
EXTERIOR		
ALL FIBERGLASS/COMPOSITE EXTERIOR	05 2381	1
CHASSIS		

ORDER#:

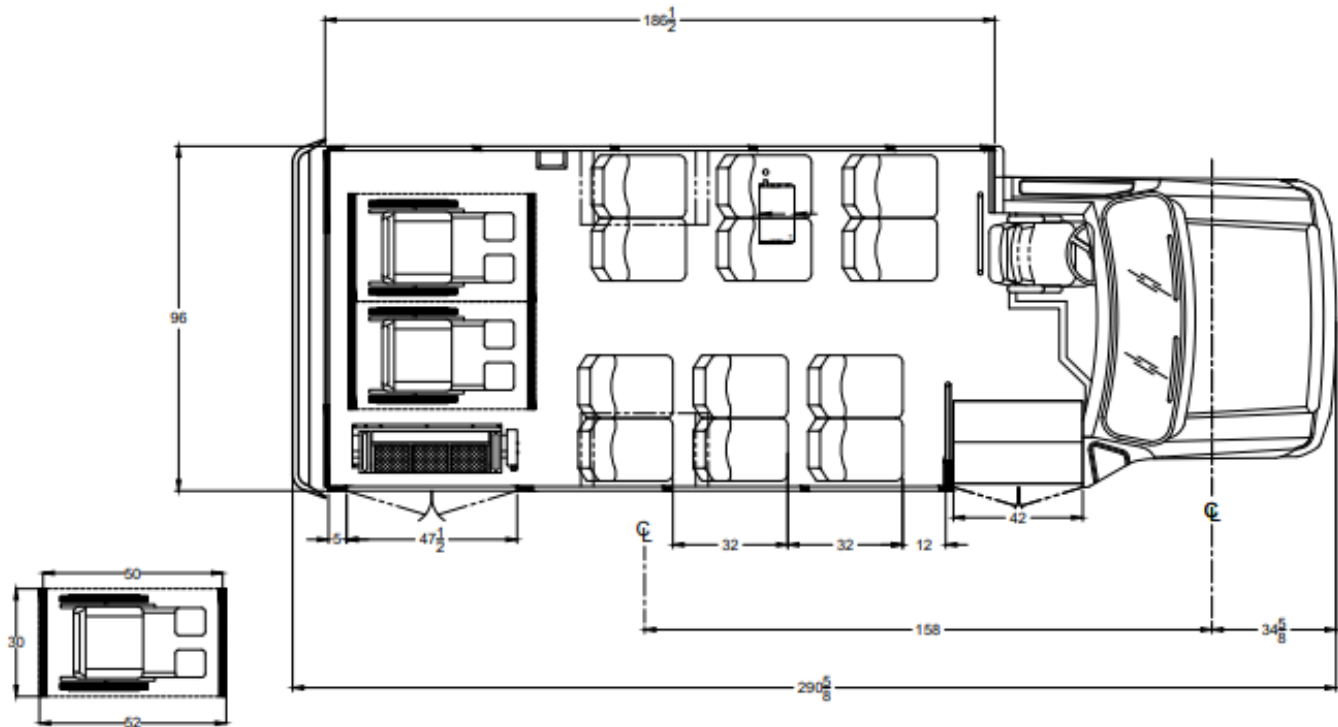
Front Mud Flap (1), Passenger Side Only (to be used with Running Board) - NOT AVAILABLE ON FORD TRANSIT	05	2340		1
Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large) (NOT AVAILABLE ON FORD TRANSIT)	05	2623		1
Rear Tow Hooks	05	2002		1
Mor-Ryde RS Suspension (SUBJECT TO WEIGHT ANALYSIS APPROVAL)	05	99		1
Exterior Mirror Set, Remote/Heated, Ford	05	2444		1
Valve Stem Extender Inner Dual Rear Wheel, pair	05	8606		1
ENVIRONMENTAL CONTROL				
DUAL COMPRESSOR SYSTEMS				
1				
DUAL COMPRESSOR SYSTEMS REAR IN WALL MOUNT				
1				
RW456516 70K 23045 REAR MOUNT EVAP - 25065 SKIRT COND - 10 C.I.D. COMP (SELECT CHASSIS/ENGINE BELOW)				
1				
RW456516 FORD 7.3L Premium Gas Engine W/240 AMP OEM ALT	05	104866		1
HEATERS				
1				
SMART 70K BTU Floor Mounted 3 Speed Low Profile OK Side Sliders	05	99		1
ELECTRICAL				
Switch Panel Located on Engine Cover	05	STD		1
Battery Box and Tray	05	2029		1
Hourmeter	05	22097		1
Wiring Diagram "AS BUILT" ON USB Flash Drive		STD		1
EXTERIOR LIGHTS				
Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds	05	STD		1
LED Rear Center Mount Brake Light, Rectangular	05	20136		1
LED Mid-Ship Turn / Marker Lights	05	20138		1
INTERIOR LIGHTS				
1				
Door Activated Interior Lights	05	8810		1
AUDIO / VISUAL				
1				
FORD E-SERIES OEM AM/FM/BT RADIO ORDERED ON CHASSIS				
NOTE				
4 Speakers with Wire to Chassis OEM Radio (if supplied)	05	8822		1
DOORS / HATCH / WINDOWS				
Electric Entry Door is Standard. Add Option #2056 if Manual is Desired				
Passenger Door - Manual	05	2056		1
Passenger Door 42" ROUGH OPENING (OPTIONAL)	05	2241		1
Roof Hatch - Transpec 1070 Series Dual Purpose Safety Vent II	05	20179		1
PARATRANSIT OPTIONS				
1				
2" Wider Double W/ C Doors w/ Windows, LED Interior Lights, Leaf Spring, LED Exterior Lighting	05	20207		1
Required for Lifts Wider than 34" N/A 138-139" WB Front Lifts, Primetime 158"WB 22'. Requires Raised Floor on Universal 158"WB 22'				
NOTE				
1				
IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?				1
				Rear
INSTALL T-Latch W.C. Door Hold Open Each - Note: Deletes Gas Shocks	05	20211		2
ADDITIONAL WHEELCHAIR DOOR HANDLE	ST	99		1
EACH LEAF OF WC DOOR TO HAVE HANDLE	05	NOTE		1
WC DOOR WINDOW BOTTOMS APPROXIMATELY ALIGNED WITH THOSE OF THE MAID SIDE	05	NOTE		1
BRAUN LIFTS				
1				

ORDER#:

BRAUN MILLENNIUM NL917 FIB34X54-2	ST	99		1
LIFT FAST IDLE WITH 403 INTERLOCK				1
Intermotive Gateway 508-F Ford E or 517-F Transit Fast Idle with Lift Interlock	05	99		1
SureLok W.C. Securement Kits, Accessories				1
FE200750-16 16" Quick Strap (each)	05	20239		8
Sure-Lok Belt Cutter (ship loose)	05	8177		1
Sure-Lok Belt Storage Pouch	05	8099		2
SURE-LOK AL812S-4C7 TITAN (4) AL800855S TIE DOWN L-TRACK & AL700868-4 SHOULDER AND LAP BELT & AL700727HA	ST	99		2
INTERGRATED LAP BELT ASSEMBLY W/ TRIANGULAR FITTINGS, 96" LONG P/N: AL700842	ST	99		2
Q Straint W.C. Securement Kits, Accessories				1
Q8-6500-L Upper Shoulder Harness Mount Fixed Point to L Track Adaptor	05	20242		2
Miscellaneous Accessories				1
L Track for Wheelchair Tiedown (per foot)	05	20254		2
Priority Seating Sign **Required for ADA Compliance**	05	8104		2
Wheelchair Decal (International Symbol of Accessibility) Each	05	8105		2
36" OF L-TRACK MOUNTED ABOVE REAR WINDOW, STARTING AT THE MIDDLE OF THE WINDOW AND GOING TO THE WC DOORS FOR W/C	ST	99		1
SAFETY OPTIONS				
5 Lb Fire Extinguisher	05	8089		1
16 Unit First Aid Kit	05	8090		1
Body Fluid Kit	05	20264		1
Emergency Triangle Kit	05	8091		1
Back-Up Alarm SAE Type C 97 db(A)	05	20267		1
DO NOT INSTALL STANDARD BACK-UP CAMERA SYSTEM		NOTE		1
Decal Vehicle Height Sticker	05	20289		1
ROSCO STK5530 REAR VIEW CAMERA, 6X16 MIRROR 7" COLOR MONITOR	ST	99		1
"BATTERY" DECAL MOUNTED ON EXTERIOR OF BATTERY BOX DOOR	ST	99		1
VEHICLE HEIGHT DECAL TO BE MOUNTED ABOVE DRIVER	05	NOTE		1
GRAB RAIL / STANCHION / PANELS				
Ceiling Grab Rail - Install on Street Side	05	2050		1
Left Hand Entry Vertical Grab Rail - 1 1/4"		STD		1
1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)	05	8130		1
Stanchion and Modesty Panel at Entry Door		STD		1
Stanchion and Modesty Panel Behind Driver	05	20301		1
Padding on Stanchion - Yellow - Per 40" Max Length Each (note location(s) below)	05	20305		2
Add Tinted Plexiglass Upper Panel LOCATION: BEHIND DRIVER	05	8146		1
UPGRADE MODESTY PANEL TO MELAMINE AT ENTRY	ST	99		1
UPGRADE MODESTY PANEL TO MELAMINE BEHIND DRIVER	ST	99		1
PADDING ON STANCHION AT TOP OF STEPS	05	NOTE		1
PADDING ON STANCHION BEHIND DRIVER	05	NOTE		1
SEATING - DRIVER				1
USSC G2 ELP Adjustable Head Rest,Lumbar,Armrest, Black Cloth Insert, Vinyl Sides	05	2167		1
FREEDMAN SHIELD DRIVER SEAT FABRICS				1
Driver Seat Cover - Level 5 Tower; Streamer; Carnival; Avanti	05	2046		1
SEATING - PASSENGER				1
STD RIGID SEATS				1
Mid High Double Seat	05	8067		6
PASSENGER SEAT FABRICS				1
Seat Cover - Level 5 Tower; Streamer; Carnival; Avanti	05	2075		12

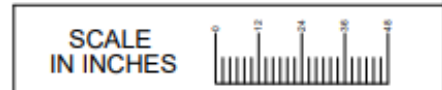
ORDER#:

SEAT OPTIONS					1
Anti-Vandal Grab Handle, Black Ea on:	AISLE	05	2311		6
Black US Armrest - Each - on:	AISLE	05	2077		6
SEAT BELTS					1
Seat Belt, Freedman USR Retractable (Per Person)		05	2282		12
Seat Belt Extension, 12" (P/N 56410) FOR USR SEAT BELTS		05	8771		4



NOTE: SHOWN WITH MID HI FREEDMAN SEATS
 E-450 14,500 GVWR
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
 COMPLETED ORDER WITH ALL OPTIONS SHOWN.
 OPTIONAL EQUIPMENT MAY BE SHOWN.
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL
<input type="checkbox"/> APPROVED
CUSTOMER SIGNATURE



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REV	DESCRIPTION OF CHANGE	BY	CHK	DATE	EON No.

<small>TOLERANCE UNLESS OTHERWISE SPECIFIED</small>		<small>TITLE:</small>
<small>WOOD OTHER</small>		12 2 WC 158 175 BOY MODEL 24
<small>± 1/8" ± 1/16"</small>	FOREST RIVER BUS	<small>NAME LG DATE: 8/26/24</small>
<small>± 1" ± 1/2"</small>	<small>REV. No. 12 2 WC 158 175-16 FRB</small>	



ACC Climate Control, Inc.

R456516

The R456516 consists of (1) 23045 Front Mount Evaporator, (1) 25065 skirt mount condenser with (1) TM-16 compressor, and is rated up to 65,000 BTU/hr (plus the OE Dash a/c capacity). The system is equipped with ACC's orifice tube/accumulator design for prolonged service life.

ACC's simplified relay board provides system operation with ground leg switching. LEDs for each circuit provide for easy diagnostics of electrical continuity.

Parallel flow condensers provide for lighter weight and higher efficiencies over copper tube condensers.

Combined with the OE package, the total system capacity rating up to 70,000 BTU/hr.



23045 Evaporator

- Up to 65,000 BTU/hr
- (2) dual blower assemblies @ 1600 cfm
- 30 amps @ 12 vdc
- 60 lbs



25065 Condenser

- 83,000 BTU/hr
- (2) 14 inch fans
- 22 amps @ 12 vdc
- 54 lbs



TM-16 Compressor

- 10 cubic inch displacement
- 3 amps @ 12 vdc



ACC Climate Control—building **Rock Solid** relationships with **Rock Solid** performance and commitment!



AIR CONDITIONING SPECIFICATION

ACC Model R456516

This air conditioning system shall be an ACC Climate Control Model **R456516**.

Compressor: (1) TM-16 Compressor in addition to the OE Chassis supplied compressor driven off the vehicle engine.

Evaporator: One (1) ACC Model 23045 free blow evaporator rated up to 65,000 BTU/hr. The evaporator shall have two (2) dual shaft blower assemblies. The motor is minimum three (3) speed continuous duty permanent magnet and utilizes a resistor to limit amperage requirements. Drain pan shall not be part evaporator cover, but shall be part of the evaporator module with drain valleys to insure proper drains of the condensation. The return air filter is located at the coil and is easily accessible for maintenance without removal of the evaporator cover. The evaporator coil is copper tube design with aluminum fins. Evaporator assembly shall be a galvanized design. The evaporator shall utilize an orifice tube in lieu of a thermal expansion valve for a more trouble free operation. The evaporator cover have no sharp edges and must meet FMVSS 302 specification standards. High Pressure and Low Pressure (switch) protection are part of the evaporator assembly to maximize compressor and entire system protection. Evaporator air outlet louvers shall be adjustable to provide maximum directional airflow throughout the vehicle.

Driver's area in-dash evaporator: The OE Chassis supplied drivers in-dash evaporator shall be utilized and independent of the rear passenger area air conditioning system.

Condenser: One (1) ACC Model 23065 skirt mounted condenser rated @ 83,000 BTU/hr. The condensers shall have two (2) 14" high performance fan/motor assemblies with extended brush life motors. Each condenser assembly shall be designed to distribute air away from the vehicle floor. The condenser is installed in such a manner to assure the entire coil face area is exposed to fresh air from the outside of the vehicle skirt (the skirt of the vehicle will not in any way interfere with direct airflow through the coil). The system design shall use an accumulator with filter dessicant in lieu of a filter drier. The accumulator shall be mounted at the lowest point of the system (on the chassis frame rail) for maximum system protection. In addition, the accumulator shall include an oil pickup tube to insure proper compressor lubrication upon start up of the a/c system. The electrical connections shall be corrosion resistant

This air conditioning system utilizes environmentally friendly R-134A.

The thermostat controls shall be located in an area easily accessible to the driver. All wiring is color coded. The entire electrical system shall utilize ACC's simplified relay board with ground leg switching. The relay board shall consist of LED's to aid in the diagnosis of electrical continuity. Each circuit shall be protected by individual fuses for greater protection of the relay board components. The system shall be protected with manual reset circuit breakers.

The system shall be supported by ACC's 3 year/75,000 mile, with a minimum of two (2) years unlimited miles. See ACC's warranty statement for details .