

State of Nebraska - INVITATION TO BID CONTRACT

Date	1/4/24	Page	1 of 2
Solicitation Number	6853 OF		
Opening Date and Time	01/04/25	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 2023 or Current Production Year Lowered Floor Minivan 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.

(1/03/2024 JR)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	2023 LOWERED FLOOR MINIVANS OR CURREBT PRODUCTION	50.0000	EA	\$76,539	\$3,826,950
2	TWO PASSENGERCOTH FOLD AWAY SEAT W/ARMREST	50.0000	EA	\$1,854	\$92,700

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

Delivery within 120-170 days after receipt of order

DocuSigned by:

Sign
Here

Amy McCall
Authorized Signature Mandatory – Form must be signed manually in ink or by DocuSign

Enter Contact Information Below

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

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

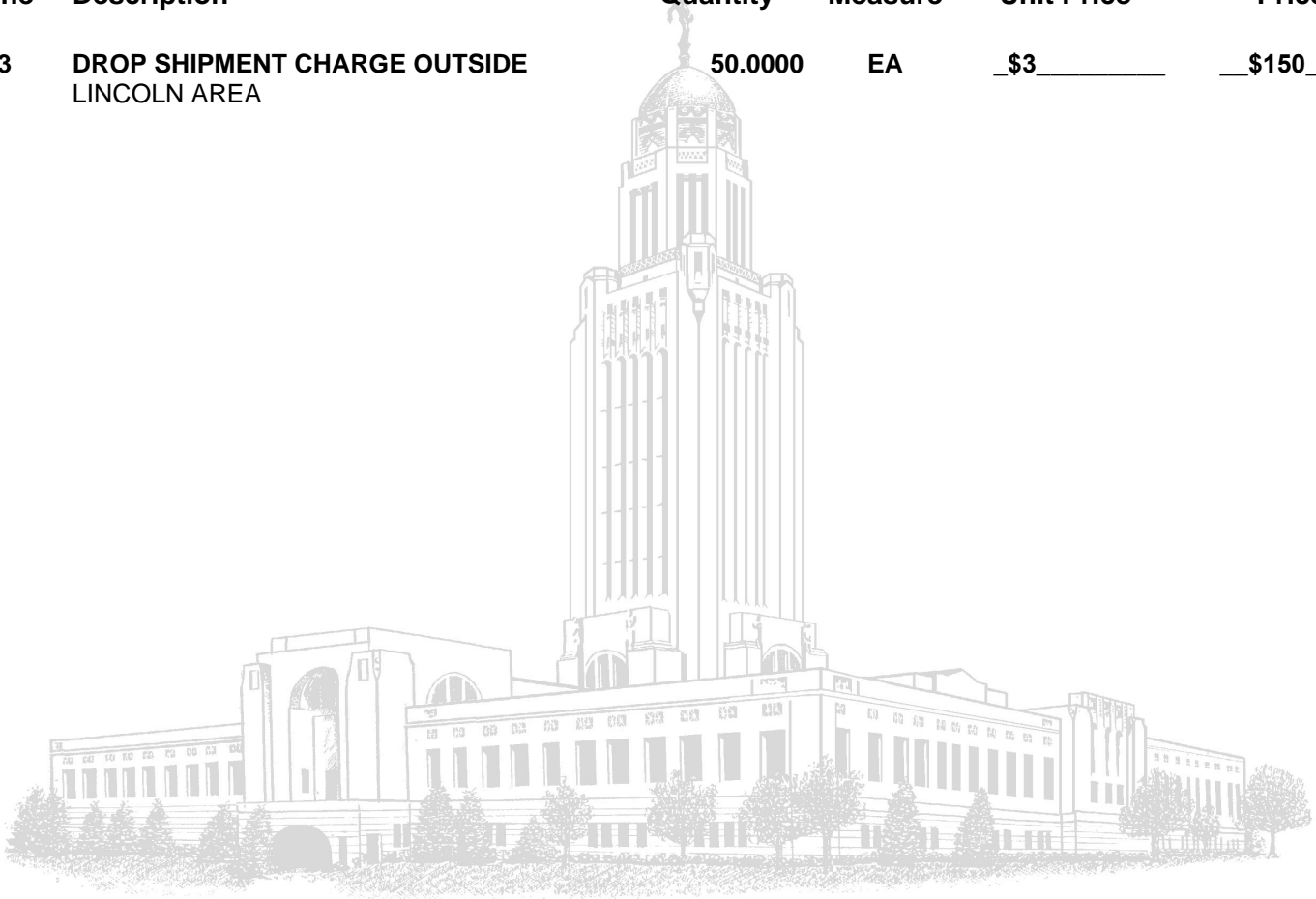
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	DROP SHIPMENT CHARGE OUTSIDE LINCOLN AREA	50.0000	EA	\$3	\$150



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

INVITATION TO BID NUMBER	RELEASE DATE
ITB 6853 OF	January 10, 2024
OPENING DATE AND TIME	PROCUREMENT CONTACT
January 31 st 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 a Commodity contract, ITB Number 6853 OF for the purpose of selecting a qualified Contractor to provide 2023 Or Current Production Year Lowered Floor Minivan. 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)/notice to proceed. 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

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.

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

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.

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 service 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

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 2023 Or Current Production Year Lowered Floor Minivan 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: 6853 OF
 Name: Joshua Riekenberg, Procurement Contract Officer(s)
 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-rcc0c31e95fc5433d9856e960a1ac5cdb	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.	Electronic Bid Opening via Zoom Meeting Join Zoom Meeting https://us02web.zoom.us/j/83771774864?pwd=WVFMZFdjREZUYzd0aTdpZWxQVDB6Zz09 Meeting ID: 837 7177 4864 Passcode: 389941 Upload electronic Bid submissions for 6853 OF via ShareFile to: https://nebraskastategov.sharefile.com/r-r69512c71a65a4736929a8927b49dd193	January 31, 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 6853 OF; 2023 Or Current Production Year Lowered Floor Minivan. 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.

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 180 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.

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 bid invitation to establish a contract to supply 2023 Or current Production Year Lowered Floor Minivan per the attached specifications from date of award for a period of two (2) years with the option to renew for three (3) additional one (1) year periods when mutually agreeable between the contractor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable between the contractor and the State.

All items proposed shall be of the latest manufacture in production as of the date of the solicitation and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the 2023 or Current Production Year Lowered Floor Minivan whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive or Representative literature, 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

A. 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.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
X			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			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:			

C. CRASHWORTHINESS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. The conversion company must certify:
X			a. That a prototype vehicle has been crash tested.
X			b. All testing has been by a recognized independent testing laboratory with automotive engineers.
X			c. The items modified meet all applicable FMVSS.
X			d. Automaker warrantee is valid on completed vehicle (except modified parts).
NOTES/COMMENTS:			

D. DIMENSIONS AND CAPACITIES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Gross Vehicle Weight Rating (GVWR). Gross vehicle weight rating shall be no less than the sum of curb weight as defined in paragraph 3.2.1 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.
X			2. Seating Capacity. The vehicle must be capable of accommodating a wheelchair ramp, the driver, one standard wheelchair with seated passenger, and two ambulatory passengers seated in regular passenger seat.
X			3. Interior Width. Minimum 58 inches.
X			4. Interior Headroom. Minimum 56 inches.
X			5. Overall Width (excluding mirrors). Maximum 79.6 inches..
X			6. Overall Height. Maximum 81 inches.
X			7. Wheelbase. Minimum 119 inches.
NOTES/COMMENTS:			

E. CHASSIS AND RELATED SYSTEMS

YES	NO	NO & PROVIDE ALTERNATIVE	
X Per Addendum			1. Chassis. 2024 Chrysler Pacifica or equivalent, 70% domestic content, with Buy America standing waiver.
X			2. Engine. Minimum 3.6L V6 gasoline.
X			3. Cooling. Thermostatically controlled fan and 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 anti-lock power brakes designed for the GVWR of the vehicle.
X			6. Transmission. Automatic with overdrive.
X			7. Differential. Manufacturer's recommended gear ratio.
X			8. Suspension. Manufacturer's recommended for both front and rear for GVWR.
X			9. Wheels and Tires. Manufacturer's recommended for the GVWR of the vehicle. Radial tires required. One spare tire required.
X			10. Fuel Tank. Minimum 18 gallons.
X			11. Bumpers. Manufacturer's standard bumper is acceptable.
X			12. Alternator. Minimum 140 amperes.
X			13. Battery. Manufacturer's heavy-duty minimum 600 cold cranking amp capacity.
X			14. Speed Control/Tilt Steering Wheel. Manufacturer's required.
X			15. Back-up Alarm. Back-up alarm required.

X			16. Emergency Flashers. 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.
NOTES/COMMENTS:			

F. AUXILIARY SYSTEMS, MISCELLANEOUS PARTS, AND ACCESSORIES

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Exterior Lighting. The exterior lighting system shall conform to the requirements of FMVSS No. 108 and 49 CFR Part 38 Subpart B 38.31.
X			2. Interior Lighting. 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
X			3. Heating and Defrosting System. The original/equipment manufacturer (OEM) front and rear heating and defrosting system shall be provided
X			4. Air-conditioning System. Front and rear OEM air-conditioning system.
X			5. Windshield Wipers and Washers. 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.
X			6. Sun Visor. 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.
X			7. Horn. The vehicle shall be equipped with an OEM horn.
X			8. AM-FM Radio. OEM AM/FM radio
NOTES/COMMENTS:			

G. 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. 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.
NOTES/COMMENTS:			

H. BODY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Structure. The minivan shall be made ADA compliant by lowering the floor from the base of the engine firewall to the rear passenger seat. The floor shall be lowered through the thresholds of each sliding door in order to meet ADA door opening height requirement. The floor panel shall be stainless steel, galvanized or aluminized metal, and shall be joined to the body frame members in a manner that provides a leak-proof floor. No modification to any portion of the vehicle roof is allowed in meeting ADA door opening height requirement. Sliding doors shall be extended to seal.
X			2. Interior. Interior walls and headliner shall provide a finish that is durable, easily cleaned, and coordinated with the overall interior scheme of the vehicle.
X			3. Floor. A ¼ inch thick underlayment shall be applied over a lower metal floor structure. The ¼" underlayment shall be equivalent to a marine grade plywood or material that meets or exceeds this requirement and is impervious to moisture. Or vinyl flooring that's affixed to 3/8" thick, underlayment, a thermoplastic honeycomb panel subfloor The edges shall be sealed prior to being attached over the lower metal floor structure. The underlayment floor shall be laid with no gaps or opening.
NOTES/COMMENTS:			

I. DOORS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Running Boards. Driver side and front passenger side running boards that are at a minimum 4 inch wide and run from near the front of the door to near the rear of the door shall be provided.
NOTES/COMMENTS:			

J. SEATS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Passenger and Drive Seats. Seats will be OEM light gray cloth or equivalent (Excluding black cloth seats) compatible with the headliner and rest of the interior.
NOTES/COMMENTS:			

K. WHEELCHAIR ACCOMODATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Wheelchair Ramp. The vehicle shall be equipped with a manually stow in-floor ramp. The ramp shall meet ADA requirements.
X			2. Wheelchair Transport Space. One functional wheelchair transport spaces shall be provided. The spaces shall be located as shown in Figure 1. Space shall be at least 30 inches wide and 48 inches long.

X			<p>3. Wheelchair Securement. The wheelchair space shall be equipped with a four-point wheelchair securement system to include the auto-tensioning, auto locking retractor with left and right tension knobs for tightening produced by Sure-Lok or equivalent. The system shall utilize L-track capable of securing a variety of common mobility aid designs. An occupant lap and shoulder restraint system that meets all applicable Federal Motor Vehicle Safety Standards shall be provided for an occupant in a wheelchair. A web cutter, four-12" quick straps, and storage container for all hardware in the rear of vehicle.</p>
NOTES/COMMENTS:			

L. INTERIOR FINISH

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. 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>
X			<p>2. Floor covering shall be Altro Transflor Meta 2.2 mm, color 903 storm distributed by Compass Flooring, Inc., San Francisco, California, or approved equivalent. The floor covering shall be installed according to the recommendation of its manufacturer. In addition, 4 mm diameter PVC weld rod shall be inserted by hot air gun into 'V/U' grooved joints.</p>
X			<p>3. 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>
NOTES/COMMENTS:			

M. EXTERIOR FINISH

YES	NO	NO & PROVIDE ALTERNATIVE	
X			<p>1. The exterior color shall be white.</p>
NOTES/COMMENTS:			

N. IF VEHICLE DOES NOT COMPLY

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. In the event any bid item delivered by the contractor does not comply with these specifications, conditions and requirements as, accepted by the contractor, said bid item shall not be considered as being delivered. Further, if any bid item is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts shall be furnished by the contractor. The new parts furnished, including the transportation charges for same plus the labor for the removal and installation of said parts shall be free of all costs to the Nebraska Department of Transportation or to the recipient agency to which the Department delivers the vehicle. Acceptance of delivery of the bid item(s) shall not release the contractor from liability for faulty workmanship or material appearing even after final payment has been made.
NOTES/COMMENTS:			

O. 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:			

P. 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:			

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 purchased
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 (CONTRACTOR AGREES THAT THEY CAN MEET THE 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			3. 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.
NOTES/COMMENTS:			

X. 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:			

Y. WARRANTY

YES	NO	NO & PROVIDE ALTERNATIVE	
X Per Addendum			1. Each bidder should state in detail the warranty provisions covering the bid item(s), and the bidder's policy on freight charges for parts. This must be provided prior to bid award. The bidder to whom the contract is awarded shall assume full responsibility for all parts, materials, accessories and equipment – standard, optional or specialty – used in the vehicle, and for their proper installation, whether manufactured by the contractor or purchased by the contractor from another source. Under no condition shall the contractor delegate this responsibility to suppliers and/or other sources. The contractor shall also provide full and competent engineering services to handle any, and correct all problems associated with the performance of the vehicle during its useful life. The contractor's warranty shall cover parts, materials, and workmanship and shall apply for not less than a period of twelve (12) months or 12,000 miles, whichever occurs first. The 12,000 miles shall be in addition to any mileage shown by the vehicle's odometer upon delivery. If the contractor's or manufacturer's standard warranty exceeds this, the standard warranty shall apply. The warranty shall include repair and/or replacement of defective parts (except tires and tubes) and labor. The warranty period shall begin upon delivery of the vehicle(s) by the Nebraska Department of Transportation to the recipient agency, and the warranty described above shall run between the contractor and the recipient agency.
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 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 / 31 / 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 / 31 / 2024

Name and Title of Contractor's Authorized Official: Amy McCall, Director of New Business

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: The Braun Corporation

Type or print name: Justin Ruff

Signature of authorized representative: *Justin Ruff*

Date of Signature: 1 / 29 / 24

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 : _____

Pre-Award Buy America Certification

Manufacturer: The Braun Corporation
Bid No.
Description: Wheelchair Accesible Vehicle
End User: NEDOT-I4
VIN / Job: BA3220216
Final assembly activities completed at: **The Braun Corporation**
631 W 11th St. Winamac, IN 46996

Component	Manufacturer	Country of Origin	C % of Total Cost
OEM Chassis	FCA Canada	Windsor, Ontario, Canada	36.276%
Weldment	The Braun Corporation	Winamac, IN, United States	14.210%
Sub Assembly	The Braun Corporation	Winamac, IN, United States	6.338%
Floor - Substrate & Covering	The Braun Corporation	Winamac, IN, United States	3.807%
Seats - Seating & Fabric	The Braun Corporation	Winamac, IN, United States	1.742%
ADA & Special Equip.	The Braun Corporation	Winamac, IN, United States	1.514%
Plastic - Vacform & Inj.	The Braun Corporation	Winamac, IN, United States	0.750%
Wire / Harness / Loom	Altex	Westfield, IN, United States	0.551%
Plastic - Vacform & Inj.	Patrick Industries Inc	Elkart, IN, United States	0.469%
Heat, Ventilation, Air Cond.	Formfab LLC	Rochester Hills, MI, United States	0.434%
Metal Fabrication	The Braun Corporation	Winamac, IN, United States	0.426%
Weldment	Standard Integrated Solutions, Inc.	Winamac, IN, United States	0.385%
Fuel system & Undercarriage	Formfab LLC	Rochester Hills, MI, United States	0.374%
Substantial Transformation	The Braun Corporation	Winamac, IN, United States	0.371%
Weldment	MORryde International, Inc.	Elkhart, IN, United States	0.312%
Electronics / Switches & Senso	FEV North America Inc.	Auburn Hills, MI, United States	0.309%
Substantial Transformation Gross	The Braun Corporation	Winamac, IN, United States	0.265%
Metal Fabrication	LSI Metal Fabrication	Logansport, IN, United States	0.255%
Metal Fabrication	Cutting Edge Machine & Tool	New Paris, IN, United States	0.195%
Option-Vehicle	The Braun Corporation	Winamac, IN, United States	0.185%
Restraint Systems & Belts	The Braun Corporation	Winamac, IN, United States	0.170%
Plastic - Vacform & Inj.	Lippert Components Inc	Chicago, IL, United States	0.168%
Fuel system & Undercarriage	Elastomeros Tecnicos Moldeados, Inc	Madison Heights, MI, United States	0.125%
Sub Assembly	Formfab LLC	Rochester Hills, MI, United States	0.102%
Sub Assembly	Cutting Edge Machine & Tool	New Paris, IN, United States	0.081%
Floor - Substrate & Covering	Standard Integrated Solutions, Inc.	Winamac, IN, United States	0.071%
Metal Fabrication	Standard Integrated Solutions, Inc.	Winamac, IN, United States	0.051%
Fuel system & Undercarriage	Cooper-Standard Automotive Fhs, Inc.	Chicago, IL, United States	0.049%
Metal Machined Parts	Cutting Edge Machine & Tool	New Paris, IN, United States	0.042%
Media / Decals / Literature	Sharpline Converting Inc.	Wichita, KS, United States	0.040%
Vehicle Section - Qty Bearing	The Braun Corporation	Winamac, IN, United States	0.040%
ADA & Special Equip.	Certified Safety Manufacturing, Inc.	Dallas, TX, United States	0.038%
Heat, Ventilation, Air Cond.	HS Automotive USA LLC	Enterprise, AL, United States	0.038%
Wire / Harness / Loom	Atronix, Inc.	Tucson, AZ, United States	0.036%
Metal Fabrication	Cooper-Standard Automotive Fhs, Inc.	Chicago, IL, United States	0.036%



Metal Fabrication	MJ Celco, Inc.	Schiller Park, IL, United States	0.034%
Plastic - Vacform & Inj.	SPI Blow Molding LLC	Coloma, MI, United States	0.031%
Plastic - Vacform & Inj.	Proto Shapes, Inc.	Coldwater, MI, United States	0.027%
Sub Assembly	Vista Manufacturing Inc	Elkhart, IN, United States	0.022%
Plastic - Vacform & Inj.	Thunderbird Molding Shelbyville	Columbus, OH, United States	0.022%
Metal Fabrication	Quality Tool And Stamping, Inc.	Muskegon Heights, MI, United States	0.018%
Metal Machined Parts	Kilgore Manufacturing Co. Inc.	Columbia City, IN, United States	0.016%
NVH	GDC, Inc	Goshen, IN, United States	0.013%
Media / Decals / Literature	Webb Printing	Winamac, IN, United States	0.011%
Wire / Harness / Loom	Cable Assembly, LLC	Charlotte, NC, United States	0.008%
Metal Machined Parts	MJ Celco, Inc.	Schiller Park, IL, United States	0.008%
Media / Decals / Literature	Mandala Screen Printing	Winamac, IN, United States	0.008%
Metal Fabrication	MORryde International, Inc.	Elkhart, IN, United States	0.007%
OEM - Parts	The Braun Corporation	Winamac, IN, United States	0.007%
Exhaust System & Components	Standard Industrial Supply	Winamac, IN, United States	0.006%
Wire / Harness / Loom	Vista Manufacturing Inc	Elkhart, IN, United States	0.005%
Hardware - Nuts Bolts & Screws	EFC International	Chicago, IL, United States	0.003%
Electronics / Switches & Senso	Vista Manufacturing Inc	Elkhart, IN, United States	0.003%
Heat, Ventilation, Air Cond.	Standard Integrated Solutions, Inc.	Winamac, IN, United States	0.003%
Hydraulics / Hoses / Fittings	Cooper-Standard Automotive Fhs, Inc.	Chicago, IL, United States	0.003%
Media / Decals / Literature	Dec-O-Art, Inc.	Elkhart, IN, United States	0.002%
Raw Material	The Braun Corporation	Winamac, IN, United States	0.002%
Heat, Ventilation, Air Cond.	Cooper-Standard Automotive Fhs, Inc.	Chicago, IL, United States	0.002%
Media / Decals / Literature	DuraMark Technologies Inc.	Westfield, IN, United States	0.002%
Brake System	The Braun Corporation	Winamac, IN, United States	0.001%
Electronics / Switches & Senso	Umpco, Inc.	Garden Grove, CA, United States	0.001%
Media / Decals / Literature	The Braun Corporation	Winamac, IN, United States	0.001%
Hardware - Nuts Bolts & Screws	The Braun Corporation	Winamac, IN, United States	0.000%
Grand Total			70.522%

Cost of final assembly as related to cost of vehicle (percentage): 7.63%

Description of final assembly activities detailed on next page.

Date: 01/30/2024

Signature: *Justin Ruff*

Print Name: Justin Ruff

Title: Commercial WAV Contract Administrator

Description of final assembly activities:

1. Braun's Final Assembly manufacturing processes consist of the following:
 - (a) "Seat Installation": Installation of seats in the first, second, and third seating rows in the vehicle.
 - (b) "Subsystem Installation": Installation of new lines for rear brake, fuel, heat, and air conditioning components.
 - (c) "Fuel Tank System Installation": Installed the fuel tank. Installation and interconnection of the new fuel fill pipe assembly to meet the relocated and rotated OEM fuel tank.
 - (d) "Exhaust Installation & Interconnection": Installing a new exhaust pipe, hanger brackets, and the OEM muffler.
 - (e) "Engine/Transmission/Front Suspension Assembly Modifications": Disconnecting the engine, transmission, and front suspension assembly in order to raise the body to accommodate the lowered floor. Modifications are made to the engine, transmission, and front suspension assembly, involve adding various types of spacing brackets, custom steering shaft extension, and two engine cradle safety bracket tube extensions, and reconnecting the engine, transmission, and front suspension assembly.
 - (f) "Slide Door Installation": Doors are installed and tested to verify proper travel and function.
 - (g) "Rear Axle & Suspension Installation & Interconnection": Installation of the rear axle, addition of brake line extensions, and rear brake lines fastened.
 - (h) "Flooring & Walls Installation": Installation of flooring substrate and covering and carpet or plastic panels with carpeted inserts. Walls are covered with new interior panels and trims.
 - (i) "Rear Bumper Installation": Installation of the reinforced rear bumper.
 - (j) "Wiring Installation": Installation of new and reroute existing wiring to accommodate the new seating systems, airbag systems, wheelchair ramp system, slide door operation, and other accessibility modifications such as kneeling function.
 - (k) "Ramp Installation & Interconnection": Installation and interconnection of the wheelchair ramp.
 - (l) "Undercoating": Newly installed components are coated, and the entire floor is undercoated.
 - (m) "Inspection & Certification": The vehicle is inspected, weighed, road tested, identified repairs completed if required, and recertified to all applicable FMVSS by Braun in preparation of the vehicles for delivery.

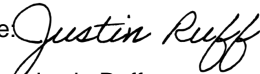
Pre-Award Buy America**PURCHASER'S REQUIREMENTS CERTIFICATION**

Purchaser - FTA Grantee	NEDOT
Quantity	1
Description of Vehicles	ADA Lowered-Floor Minivan Side-Entry In-Floor Ramp
Bid / RFP Contract Number	

As required by Title 49 of the CFR, Part 663 - Subpart B, **BraunAbility | The Braun Corporation of Winamac, Indiana** (the manufacturer) certifies that the documentation submitted in response to **NEDOT** (the recipient) rolling stock procurement solicitation meets the required Bid Specification Compliance with the Purchaser's Solicitation Specifications.

The manufacturer certifies that the rolling stock vehicles to be manufactured for the recipient are the same product described in the recipient's solicitation specification and the manufacturer is a responsible manufacturer with the capability to produce a rolling stock vehicle that meets the recipient's specifications set forth in the recipient's solicitation.

Date: 01/30/2024

Signature: 

Print Name: Justin Ruff

Title: Commercial WAV Contract Administrator

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

See Next Page

As required by 49 CFR part 663 – Subpart D, _____ (the recipient)

certifies that it received, at the pre-award stage, a copy of

_____ 's (the manufacturer) self-certification information

stating that the vehicles, _____ (number and

description of vehicles), will 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 : _____

PRE-AWARD 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

_____ (the manufacturer) indicating that

the vehicles, _____ (number and

description of vehicles), will not be 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 : _____



PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by 49 CFR part 663 - Subpart D, NEDOT (the recipient) certifies that it received, at the pre-award stage, a copy of The Braun Corporation's (the manufacturer) self-certification information stating that the vehicles, ADA Lowered-Floor Minivan Side-Entry In-Floor Ramp, will comply with the relevant Federal Motor Vehicle Safety Standard issued by the National Highway Traffic Safety Administration in 49 CFR part 571.

Date: 01/30/2024

Signature: *Justin Ruff*

Print Name: Justin Ruff

Title: Commercial WAV Contract Administrator

TIRE AND LOADING INFORMATION			
SEATING CAPACITY	TOTAL	FRONT	REAR
The combined weight of occupants and cargo should never exceed _____ Kg or _____ Lbs.			
TIRE	SIZE	COLD TIRE PRESSURE	SEE OWNER'S MANUAL FOR ADDITIONAL INFORMATION FD-327
FRONT			
REAR			
SPARE			

THE BRAUN CORPORATION
 631 w. 11th Street, Winamac, Indiana 46996

This Vehicle was altered by THE BRAUN CORPORATION in / and as altered it conforms to all applicable Federal Motor Vehicle Safety Bumper and Theft Prevention Standards affected by the alteration and in effect in /

Vehicle Type: MVP
 Vin #:
 Available Payload Capacity: _____ LBS(Without Passengers & Wheelchairs)

MANUFACTURED BY:
 THE BRAUN CORPORATION ENTERVAN.COM®
 DATE OF MANUFACTURE MO. YR.

INCOMPLETE VEHICLE MANUFACTURED BY:
 CHRYSLER CORPORATION
 DATE INC. VEH. MFD. MO. YR.

GVWR(_____ KG) _____ LBS.
 GAWR FRONT(_____ KG) _____ LBS.
 WITH _____ TIRES
 _____ RIMS, @ _____ PSI COLD
 (_____ kPa cold)

GAWR REAR(_____ KG) _____ LBS.
 WITH _____ TIRES
 _____ RIMS, @ _____ PSI COLD
 (_____ kPa cold)

"THIS VEHICLE HAS BEEN COMPLETED IN ACCORDANCE WITH THE PRIOR MANUFACTURERS' IVD, WHERE APPLICABLE. THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS, [AND BUMPER AND THEFT PREVENTION STANDARDS, IF APPLICABLE] IN EFFECT IN (/)."
 (MONTH / YEAR)

VEHICLE IDENTIFICATION NO:

VEHICLE TYPE: MPV

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 MiniVans (number and description of vehicles) from , Braun Ability (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 : 1/31/2024

Recipient Authorized Signature: *Amy McCall*

Print Name: Amy McCall

Title : Directory 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 : 1/29/24

Signature: *Justin Ruff*

Company : The Braun Corporation

Print Name: Justin Ruff

Title : Commercial WAV Contract Administrator

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 : _____

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

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

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at _____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

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

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

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

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

Was at _____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

(description of buses).

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

Signature _____ Date ____ / ____ / ____

Title _____

TRANSIT VEHICLE MANUFACTURER (TVM) DBE CERTIFICATION

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

Certification:

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

BIDDER/COMPANYName of Bidder/Company The Braun CorporationSignature of Representative *Justin Ruff*Type or Print Name Justin RuffTitle Commercial WAV Contract Administrator Date 1 / 29 / 24

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: _____

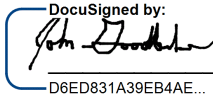
Title : _____

Individual or Sole Proprietor United States Citizenship Attestation Form

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

<input checked="" type="checkbox"/> I am a citizen of the United States.
-OR-
<input type="checkbox"/> I am a qualified alien under the federal Immigration and Nationality Act. My immigration status and alien number are as follows: _____.
I agree to provide a copy of my USCIS documentation upon request.

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

PRINT NAME	_____ John David Goodbrake _____ (first, middle, last)
SIGNATURE	 _____
DATE	_____ 1/18/2024 _____

**ADDENDUM ONE
QUESTIONS and ANSWERS
6853 OF**

Date: 01/17/2024

To: All Bidders

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

RE: Addendum for Invitation to Bid (ITB) Number 6853 OF for
2024 Or Current Production Year Lowered Floor Minivan to be opened on
January 31, 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.

#	Solicitation Reference	Section	Solicitation Page Number	Question
1	F. Prices		13	Please clarify when a price increase can be requested.
2	A. Scope of Work		18	Please accept representative literature and photos.
3	Technical Specifications VI / D. Dimensions and Capacities #1 Gross Vehicle Weight Rating		20	The GVWR calculation is requesting 150 lbs. per Ambulatory passenger and 300 lbs. per Wheelchair position. The industry standard for wheelchair positions is 250 lbs. All our weight calculations are based on 150 lbs. per Ambulatory passenger and 250 lbs. per Wheelchair passenger. Attached is NHTSA 567.5 highlighting the requirement for Final Stage Manufacturers to certify GVWR using 150 pounds per designated seating position. There is no government or industry standard that we are aware regarding the 250 pounds per wheelchair seating position. We chose this amount long ago based on the 150-pound designated seating position previously cited, plus a reasonable accommodation for a 100 pound wheelchair. Please accept 250 lbs. per w/c position.
4	D. Dimensions and Capacities #5 Overall Width (excluding mirrors)		20	Please accept OEM width of 79.6"
5	D. Dimensions and Capacities #6 Overall Height		20	Please accept OEM overall height of 81"
6	E. Chassis and Related systems #1 Chassis		20	Please change the wording to read 2023 or newer. We still have a lot of 2023 Chrysler Voyagers. Also, the waiver standing for minivans is for non-accessible vans or minivans. Accessible vans and minivan require additional US content be added to meet the > 70% requirement. I have attached a PDF and the link below for the Federal Register.

			https://www.federalregister.gov/documents/2022/10/25/2022-23198/notice-of-partial-buy-america-waiver-for-vans-and-minivans
7	H. Body #3 Floor	22	Please accept our vinyl flooring that's affixed to 3/8" thick, underlayment, a thermoplastic honeycomb panel subfloor.
8	J. Seats #1 Passenger and Drivers seat	22	Please accept OEM Black Cloth seats.
9	L. Interior Finish #2 Floor covering	23	Please accept Gerfloor Gray Dune in place of Altro.
10	VI. Technical Specifications/W. Quality	26	Please clarify if there is a required delivery timeframe or if bidder is to provide available delivery at time of bid.
11	VI. Technical Specifications/W. Quality/3	27	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.
12	VI. Technical Specifications/Y. Warranty	38	Please accept the following: Any chassis engineering issues that arise will need to be addressed by the chassis OEM. In the event there are issues with the upfit of the van after the warranty period ends, our service department will provide an estimate to troubleshoot and correct the issue.

#	Answers
1	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.
2	Acceptable
3	Not acceptable
4	Acceptable
5	Acceptable

6	Acceptable
7	Acceptable
8	Black is not acceptable. Any other color that is compatible with the color of the interior of the vehicle is acceptable.
9	Not acceptable Altro meets the specifications
10	Bidder is to provide available delivery at time of submittal of purchase order
11	Acceptable
12	Acceptable

ADDENDUM TWO
QUESTIONS and ANSWERS
6853 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 6853 OF for
2024 Or Current Production Year Lowered Floor Minivan to be opened on
January 31, 2024 at 2:00 p.m. Central Time

Invitation to Bid 6853 OF is hereby replaced with Invitation to Bid 6853 OF Revised

The description of the commodity has been changed to 2023 Or Current Production Year Lowered Floor Minivan.

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 31, 2024

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

RE: Solicitation Number 6853

Master's Transportation is pleased to submit a bid for State of Nebraska Solicitation Number 6853.

Master's Transportation meets or exceeds all requested specifications. Our van proposed is a Braun Side-Entry In floor Minivan and can be delivered in 120-170 days after receipt of order.

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



PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Quality Management System of:

The Braun Corporation d.b.a. BraunAbility
631 West 11th Street, Winamac, IN 46996 United States

*(Hereinafter called the Organization) and hereby declares that
 Organization is in conformance with:*

ISO 9001:2015

This Registration is in respect to the following scope:

***Design, Manufacture, and Assembly of Wheelchair Accessible Vehicles, Wheelchair Lifts for
 Vehicle Applications, Wheelchair Toppers, and Other Mobility Products' Management Systems***

*This Registration is granted subject to the system rules governing the Registration referred to above, and the
 Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*



Terry Boboige

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
 755 West Big Beaver Road, Suite 1340
 Troy, Michigan 48084
 (248) 358-3388

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date:
 July 31, 2023

Expiration Date:
 July 30, 2026

Certificate No.:
 C2023-00382

Introducing the **New Commercial Side-Entry** **Built on the Chrysler Voyager**



 **BraunAbility**[®]



The Commercial Side-Entry wheelchair accessible vehicle has been a cost-effective, workhorse product for paratransit providers and transportation services. Leveraging almost 50 years of experience in mobility transportation solutions, BraunAbility introduces with the newest addition to the Commercial fleet, the Chrysler Voyager. The side-entry foldout has all the ADA-compliant features of the Dodge Grand Caravan but with 15% more cabin space for easier maneuverability, more seating positions, plus enhanced space at the toe pan for wheelchair footrests. The new conversion also features the much more durable thermoplastic (TPO) front, side and rear flares to absorb minor impacts while protecting the exterior look of the vehicle. An LED spotlight package for the ramp and cabin as well as an easy access footrest for rear seating adds to the overall ease of use for both operators and passengers.

- **15% more cabin space vs. Dodge Grand Caravan**
- **Seating for up to 7 ambulatory*; up to 2 wheelchair positions**
- **Added space at front for wheelchair passenger footrests**
- **Hard-wearing TPO front, side and rear flares to absorb minor impacts**
- **Reinforced, heavy-duty swing-out ramp and latch**
- **Enhanced ADA lighting package**

* With optional aftermarket 2nd row 2-passenger folding bench seat



braunability.com/commercial

800.488.0359

Voyager Commercial Side-Entry



Standard Features

- ADA, FMVSS and CMVSS Compliant
- CARB approved
- 7-passenger vehicle (with optional aftermarket 2nd row 2-passenger folding bench seat)
- Lowered floor from toepan to rear axle
- 60" floor-to-ceiling at center of van
- 30" wide manual ramp with 1,000 lb capacity and swing out feature for ambulatory access
- Multiple wheelchair securement locations
- One wheelchair securement system
- Manual driver and passenger side sliding door providing 56" vertical opening (ADA compliant), passenger door provides clear opening width of 31" (excluding OEM grab handle)
- Step-and-Roll removable front passenger seat
- 3-passenger bench seat at rear with folding footrest
- Front passenger floor tracks for wheelchair securement, with 60" floor-to-ceiling height
- TPO plastic lower body panels with integrated steps
- Vinyl flooring with 3/8" underlayment, a thermoplastic honeycomb panel subfloor
- ADA-compliant park interlock
- ADA-compliant ramp and door entrance lighting
- Priority seating and wheelchair securement location decals
- Auxiliary wiring harnesses include fused circuits
- Emergency rear hatch release
- Easy maintenance interior trim package
- 19 gallon OEM fuel tank

Optional Features

- Aftermarket 2nd row 2-passenger folding bench seat
- DOT kit
- Additional set of tie-down straps

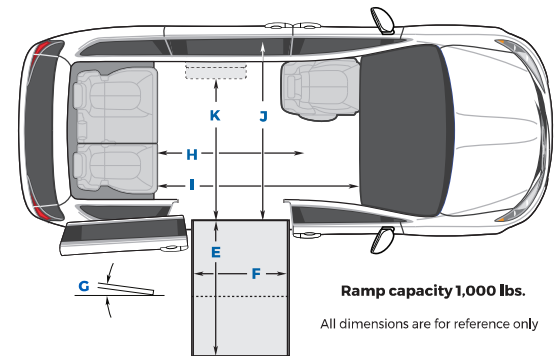
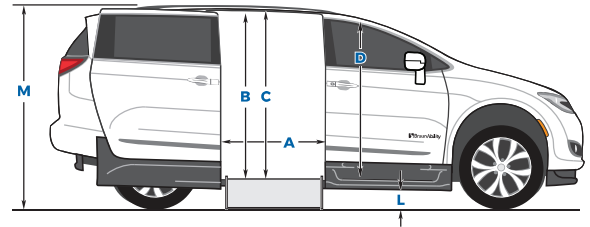
Dimensions

Door opening usable width (excluding OEM grab handle)	A	31"
Door opening usable height (at middle of door)	B	56"
Interior height at center of vehicle	C	60"
Interior height at driver and passenger position	D	60"
Ramp length	E	52"
Ramp width (usable clear opening)	F	30"
Ramp angle*	G	13.75°
Interior floor length (behind front seat strikers)	H	71"
Overall interior floor length (flat area)	I	98.5"
Interior width at passenger doors (doors closed)	J	64"
Interior width - ramp (deployed) to optional 2-passenger seat (stowed)	K	49"
Ground clearance (loaded) @ = GVWR lbs**	L	5"
Overall vehicle height (unloaded)	M	81"

Due to manufacturing tolerances both with the OEM vehicle and the conversion components, all dimensions may vary slightly from those shown.

* Ramp angle may vary based on chassis trim level and other environmental factors

** 5" clearance between the break-over angle position of the vehicle exhaust pipe and level ground when loaded to capacity



Commercial Infloor Simple Stow™



 **BraunAbility**®

As the foremost name in mobility, we proudly present the new BraunAbility Commercial Infloor Simple Stow™. Rooted in our unwavering commitment to trust and reliability, this vehicle is more than transportation, it's an emblem of inclusivity. Boasting a redesigned infloor ramp assembly with extended handle for user-friendly operation, our ADA-Compliant Vehicle promises ease in mobility. The Commercial Infloor Simple Stow sets the gold standard for accessible travel from the brand that's earned the resounding endorsement of mobility technicians at an impressive 15:1* ratio. Safety is paramount, evident in crash tests exceeding Federal Motor Vehicle Safety Standards (FMVSS) and backed by a three-year limited warranty. Your journey to reliable and trustworthy mobility starts here.

* Based on a 2022 Dealer Service Technician Survey

- Easy to Use Ramp: Low effort deployment of infloor ramp with 60% less force
- User-Friendly Operation: An extended handle for convenient operation designed to reduce the need to bend down for most users
- Durability Tested: Enduring over 30,000 stow and deploy cycles at 150% of the recommended maximum operating speed, providing peace of mind for rigorous commercial use
- ADA-Compliant design with fixed 2-inch-high edge guards for simplicity and durability
- Versatility: Optional 2nd Row Freedman 2-passenger seat, catering to diverse transportation needs.
- Option for BuyAmerica compliant conversion is available



braunability.com/commercial

800.488.0359



Commercial Infloor Simple Stow™

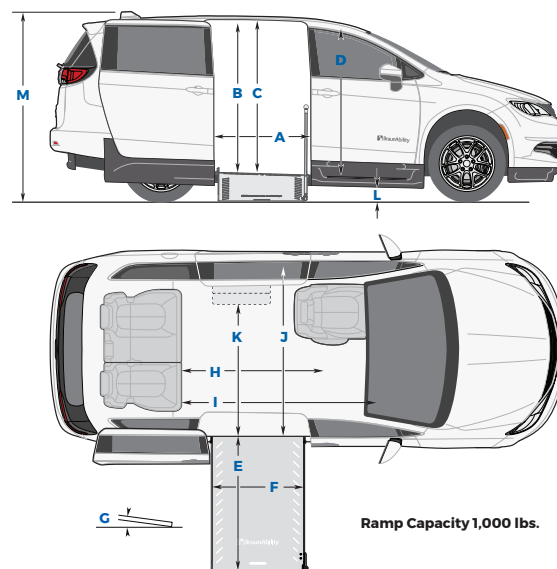


Standard Features

- ADA, FMVSS and CMVSS Compliant
- CARB approved
- 7-passenger vehicle (with optional aftermarket 2nd row 2-passenger folding bench seat)
- Lowered floor from toepan to rear axle
- 60" floor-to-ceiling at center of van
- 30" wide manual infloor Simple Stow™ ramp - 1,000 lb capacity
- Multiple wheelchair securement locations
- One wheelchair securement system - Q'STRAIN™ M-Series
- OEM driver and passenger side power sliding door providing 56" vertical opening (ADA compliant), passenger door provides clear opening width of 31" (excluding OEM grab handle)
- Step-and-Roll removable front passenger seat
- 3-passenger bench seat at rear with folding footrest
- Front passenger floor tracks for wheelchair securement, with 60" floor-to-ceiling height
- TPO plastic lower body panels with integrated steps
- Vinyl flooring with 3/8" thermoplastic honeycomb panel subfloor
- ADA-compliant park interlock
- ADA-compliant ramp and door entrance lighting
- Priority seating and wheelchair securement location decals
- Auxiliary wiring harnesses include fused circuits
- Emergency rear hatch release
- Easy maintenance interior trim package
- 19 gallon OEM fuel tank

Optional Features

- Aftermarket 2nd row 2-passenger folding bench seat
- DOT kit
- Additional set of tie-downs



Dimensions

All dimensions are for reference only

Door Opening Usable Width	A	31.5"
Door Opening Usable Height (at middle of door - at airbag)	B	56.75" - 56"
Interior Height at Center of Van	C	60"
Interior Height at Driver and Passenger Position	D	60"
Ramp Length*	E	63.5"
Ramp Width (Usable Clear Opening)	F	30"
Ramp Angle**	G	11°
Interior Floor Length (Behind Front Seat Strikers)	H	66"
Overall Interior Floor Length (Flat Area)	I	98.5"
Interior Width at Passenger Doors (Doors Closed)	J	64"
Interior Width - Ramp (Deployed) to Optional 2-Passenger Seat (Stowed)	K	49"
Ground clearance at Lowest Point (Curb Weight)	L	5.6"
Overall Vehicle Height (Unloaded)	M	80"

Due to manufacturing tolerances both with the OEM vehicle and the conversion components, all dimensions may vary slightly from those shown.

* End of ramp to flat floor (including transition flap).

** Ramp angle may vary based on chassis trim level and other environmental factors.



braunability.com/commercial

800.488.0359



Limited Warrantly



Braun Public Use - Lowered Floor Wheelchair Accessible Vehicle

LIMITED WARRANTY

WARRANTY COVERAGE AND WARRANTY COVERAGE TIME PERIODS

The BraunAbility® (“Braun”) warranty covers Braun’s modifications and alterations for associated parts for three (3) years or the first thirty six thousand (36,000) miles, whichever occurs first. In addition, the corrosion protection portion of this warranty applies to covered parts (see below) for 5 years or 100,000 miles, whichever occurs first. The 3 year/36,000 mile limited warranty covers substantial defects in materials and workmanship attributable to Braun of the conversion van frame, floor structural components, ramp, door and associated structural components, electrical components, including but not limited to switches, wires, connectors and the controller and interior appearance items such as floor covering and the lower door extension assemblies. The corrosion warranty covers substantial defects in materials and workmanship attributable to Braun of the metal fabrication on or of the frame, floor and lower door extensions. These warranty periods begin on the date that the product is delivered to the first retail purchaser by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service.

This limited warranty applies to the first consumer purchaser, and the next subsequent owner, only. This limited warranty may be transferred once during the warranty period. However, the subsequent owner must submit a warranty transfer form to Braun to make the warranty transfer effective. All rights and limitations within this warranty are applicable to the original and subsequent owner of the product. The subsequent owner’s warranty coverage period is the remaining balance of the warranty coverage period that the prior owner was entitled to under this limited warranty. Warranty transfer forms can be obtained from any independent, authorized dealer, which must be submitted to Braun within thirty (30) days from the subsequent owner’s purchase, and proof of the purchase date must be supplied with the form.

LIMITED WARRANTY**WHAT BRAUN WILL DO TO CORRECT PROBLEMS**

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the warranty coverage periods, it will be repaired or replaced, at Braun's option, without charge to the owner, in accordance with the terms, conditions and limitations of this limited warranty.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITED WARRANTY

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY. Braun disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and in no event shall Braun be liable for towing charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

LIMITED WARRANTY**HOW TO GET SERVICE**

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above;
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect;
3. Promptly schedule an appointment with and take the product to an authorized service center for service; and
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; Customer Experience Group 1-800-488-0359.

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

LIMITED WARRANTY

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to mis-operation, misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts;

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit to a dealer. These items are usually detected and corrected at the factory or by the selling dealer prior to delivery to the retail customer. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

LIMITED WARRANTY**EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY**

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: any rental or other commercial use or purchase of the product (as defined in this warranty), misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend any warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period, this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

LIMITED WARRANTY

WARRANTY REGISTRATION and MISCELLANEOUS

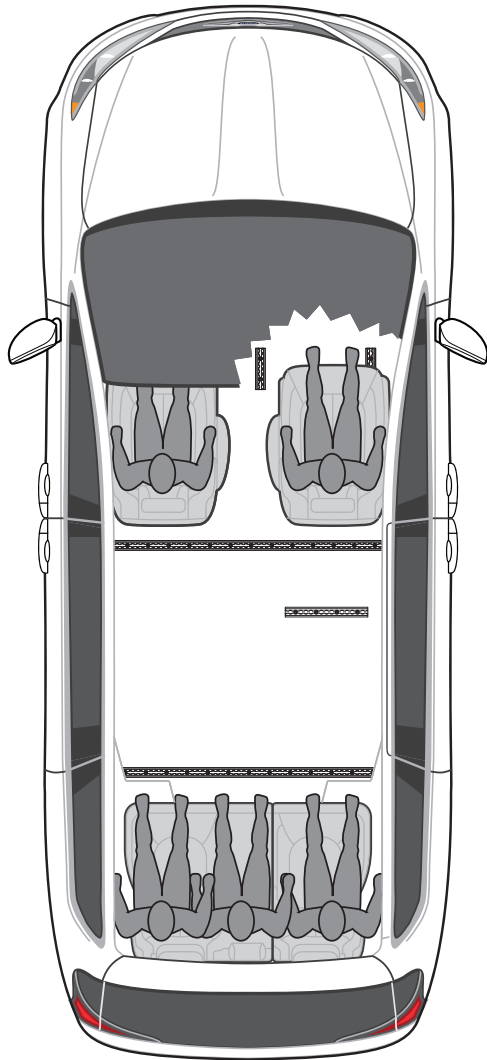
Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

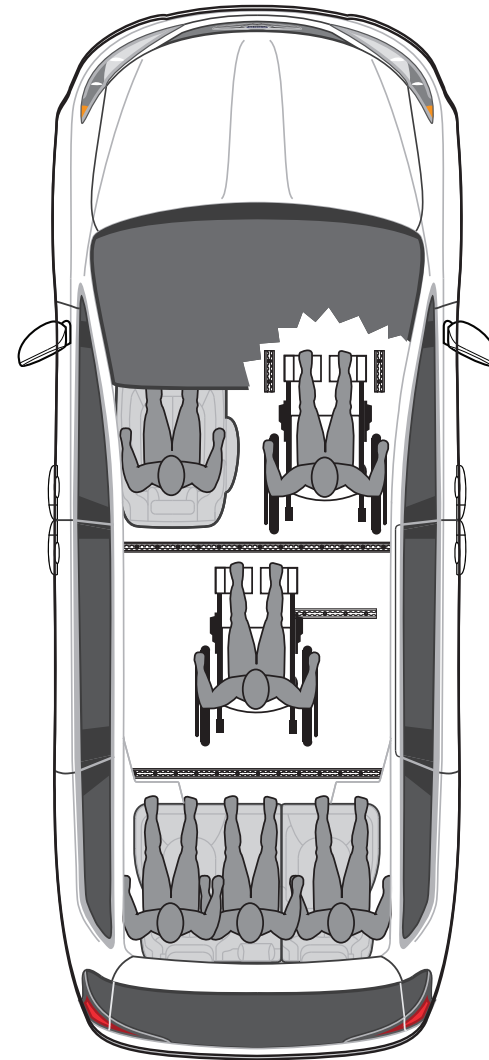
Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

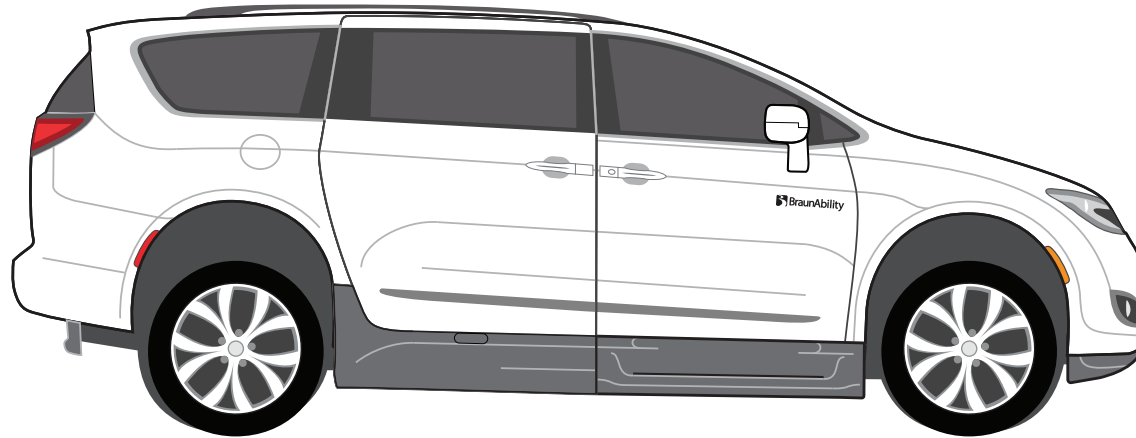
Seating Positions



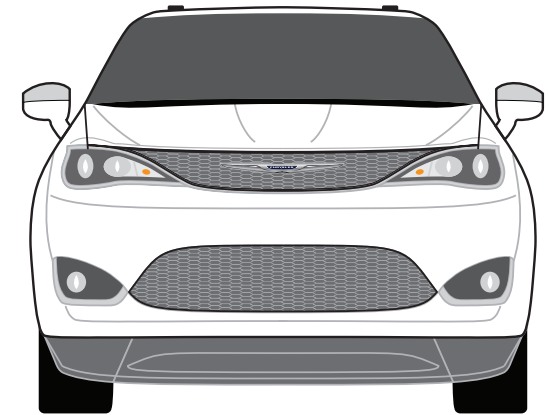
Possible Wheelchair Seating Positions



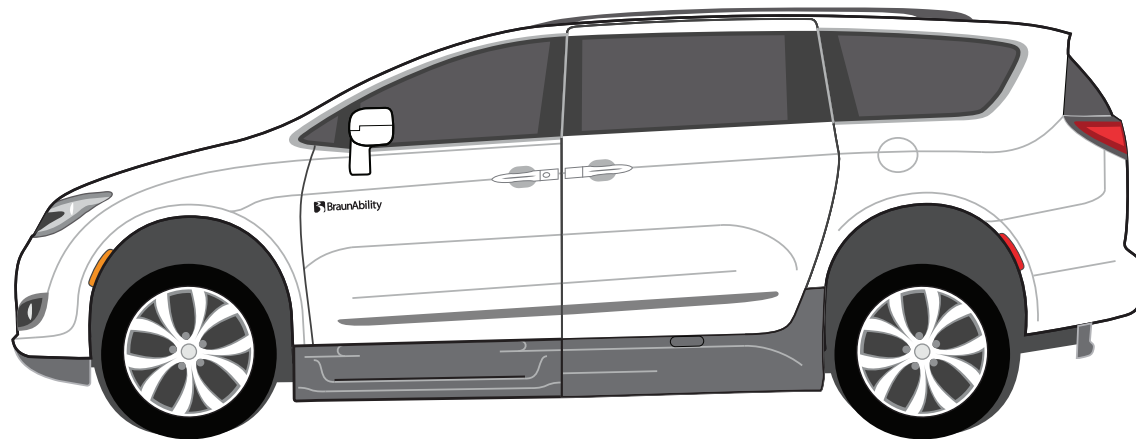
Chrysler Voyager



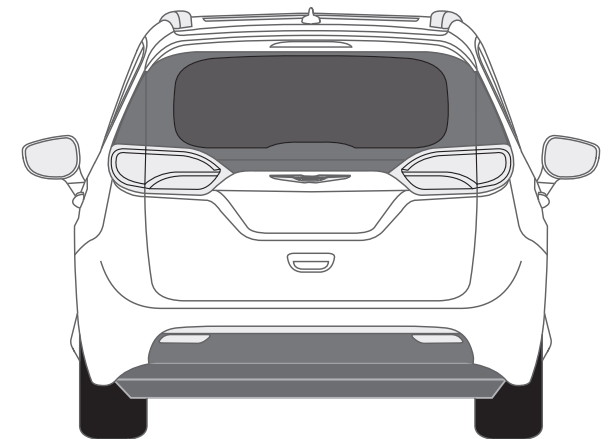
Passenger



Front



Driver



Rear

FEDERAL TRANSIT BUS TEST

Performed for the Federal Transit Administration U.S. DOT
In accordance with 49 CFR, Part 665

Manufacturer: The Braun Corporation / BraunAbility
Model: 2022 Chrysler Pacifica / Voyager ADA w/Side
Entry Manual Infloor Ramp

Tested in Service-Life Category
4 Year / 100,000 Miles

November 2023

Report Number: LTI-BT-R2023-08

The Thomas D. Larson
Pennsylvania Transportation Institute
201 Transportation Research Building
The Pennsylvania State University
University Park, PA 16802
(814) 865-1891

Bus Testing and Research Center
2237 Plank Road
Duncansville, PA 16635
(814) 695-3404



PennState
College of Engineering

LTI BUS RESEARCH
AND TESTING CENTER

FEDERAL TRANSIT BUS TEST

Performed for the Federal Transit Administration, U.S. DOT
1200 New Jersey Avenue, SE
Washington, DC 20590

In accordance with 49 CFR Part, 665

Manufacturer: The Braun Corporation / BraunAbility
Manufacturer's address: 631 West 11th Street
Winamac, IN 46996

Model: 2022 Chrysler Pacifica / Voyager ADA w/Side
Entry Manual Infloor Ramp

Tested in Service-Life Category
4 Year / 100,000 Miles

Report Number: LTI-BT-R2023-08



David Klinikowski
Quality Authorization

Director, Bus Research
and Testing Center
Title

November 13th, 2023
Date

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EXECUTIVE SUMMARY

TEST HIGHLIGHTS

The information in this report pertains only to this specific bus, as received from the manufacturer for testing.

The Check-In section of the report provides a description of the bus and specifies its major components. The following table gives the salient specifications.

Manufacturer	The Braun Corporation / BraunAbility
Model	2022 Chrysler Pacifica / Voyager ADA w/Side Entry Manual Infloor Ramp
Chassis Make/Model	FCA US, LLC / Voyager LX
Chassis Modified	Yes
Overall Length	16 feet, 11.5 inches
Fuel	Gasoline
Service Life	4 Year / 100,000 miles
Number of Seats (including driver)	5 and 1 wheelchair position
Manufacturer-Designated Standing Passenger Capacity	0
Gross Vehicle Weight used for testing	6,050 lb.
Gross Vehicle Weight Rating	6,055 lb.
Mileage at Delivery	419 miles
Test Start Date	September 7, 2023
Test Completion Date	October 23, 2023
Report Issuance Date	November 13, 2023

The measured curb weight was 2,550 lb. for the front axle and 2,170 lb. for the rear axle. These combined weights provided a total measured curb weight of 4,720 lb. There are 5 seats including the driver and one wheelchair position, bringing the potential total passenger capacity to 6. This type of vehicle does not have any free floor space for standing passengers. Therefore, the gross load represents seated passengers only, for a total of 6 passengers. Gross load is calculated as $(150 \text{ lb.} \times 5) + (600 \text{ lb.} \times 1) = 1,350 \text{ lb.}$ At full declared capacity, the measured gross vehicle weight was 6,055 lb.

This test vehicle has a modified chassis. The chassis was modified by dropping the original floor structure from the bottom of the firewall (at front of driver and passenger footwell area) to the front of the rearmost seats to accommodate the wheelchair space and the infloor ADA ramp.

BUS TESTING BACKGROUND

On August 1, 2016, FTA announced a final rule for bus testing for improving the process of ensuring the safety and reliability of new transit buses. The rule satisfies requirements in MAP-21 to establish minimum performance standards, a standardized scoring system, and a pass-fail threshold based on the score.

FTA's Bus Testing Program (often referred to as "Altoona Testing" due to the location of the main testing center) tests new transit bus models for:

- Maintainability
- Reliability
- Safety
- Performance (including Braking Performance)
- Structural Integrity (including Structural Durability)
- Fuel Economy (Energy Efficiency and Range, for electric buses)
- Noise
- Emissions

Bus models that fail to meet one or more minimum performance standards will "fail" their test and thus be ineligible for purchase with FTA funds until the failures are resolved and validated through further testing. FTA will use this authority to make sure defects are corrected before a bus model can be acquired with FTA funding.

In each application to FTA for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by the FTA, the recipient shall certify that it has received the appropriate full Bus Testing Report and any applicable partial testing report(s) before final acceptance of the first vehicle. In dealing with a bus manufacturer or dealer, the recipient shall be responsible for determining whether a vehicle to be acquired requires full testing or partial testing or has already satisfied the requirements of this part. A bus manufacturer or recipient may request guidance from FTA in making these determinations.

The purpose of the testing is intended to set a "Pass/Fail" standard and grade the performance of the buses in order to provide performance information to the transit authorities that can be used in their purchase or lease decisions. The intent of this report is to provide the grantee a relative measure of the performance of a particular model of transit bus against a standard of performance. The passing of this test should ensure a vehicle has a high probability of meeting its service life in the category it was tested.

The data included in this test report and other applicable reports should be reviewed to choose the most suitable bus for a grantee's operation. A higher scoring bus is not necessarily the best bus for a given application. For example, a bus with a powerful engine may score well because of its performance and gradeability, but another bus with a smaller and more fuel-efficient engine could be a better choice for applications in mostly flat areas. It is the responsibility of the grantee to ensure the proper test report or applicable partial report is in their possession and has been thoroughly reviewed.

The score sheet for the subject vehicle of this test report is provided below. **This bus passed the Altoona test, with an aggregate score of 92.6.**

QRT-360[®]



PREMIUM
HEAVY-DUTY
WHEELCHAIR RETRACTOR



QRT-360[®]

Introducing the QRT-3 SERIES Wheelchair and Occupant Securement System

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



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

WC18/WC19 at a Glance

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

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

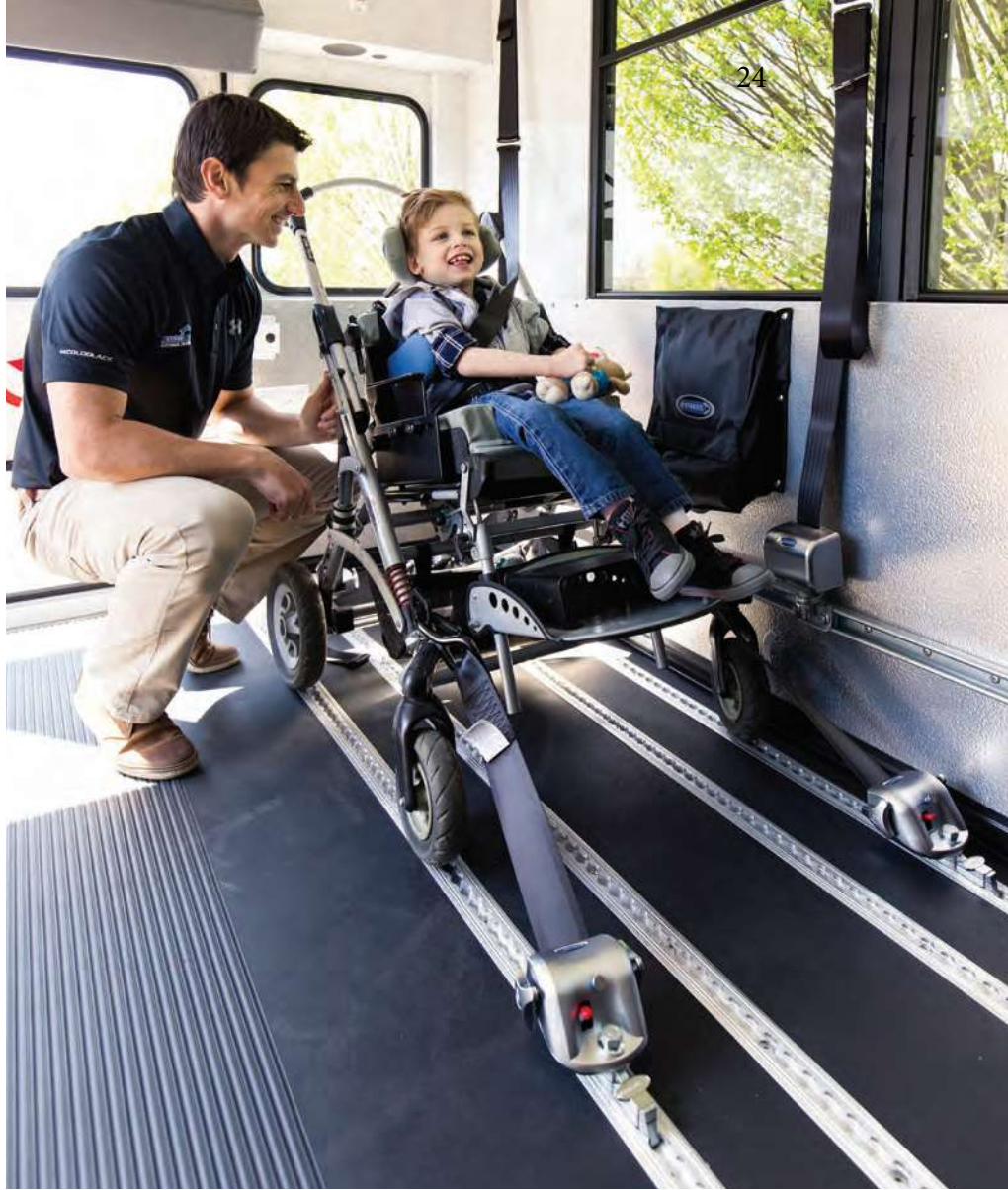
The most significant implication of the revised standard is that wheelchair tie-downs must be stronger. WC19 covers the design and testing of wheelchairs for use in passenger transportation, and it brings about much needed passenger protection as well as some challenges for WTORS manufacturers.

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

An All-New Design from the Floor Up

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

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



A More Secure Connection, Every Time

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

Automatic Tightening Increases Safety

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

Automatic Release Makes it Easy to Use

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

Compatible with Most Vehicles and Chairs

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





WWW.QSTRAINT.COM/QRT360

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Master's *Transportation Inc.*







2023 Chrysler Voyager LX



Chrysler of Forest City





Prepared For:

Prepared By:
Administrator
Chrysler of Forest City
1445 Hwy 69 S
Forest City, Iowa, 50436

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Passenger Van LX (RUCL53)

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1445 Hwy 69 S
Forest City, Iowa, 50436

VEHICLE OVERVIEW

2023 Chrysler Voyager

Passenger Van LX (RUCL53)

Powertrain

3.6L V-6 DOHC SMPI 24 valve engine with VVT variable valve control, cylinder deactivation * 180 amp alternator * 650 amp battery with run down protection, auxiliary battery * Engine oil cooler, transmission oil cooler * 9-speed electronic automatic transmission with overdrive, lock-up * Front-wheel drive * ABS & driveline traction control * 3.25 axle ratio * Stainless steel exhaust

Steering and Suspension

Electric power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * Touring ride suspension, with electronic stability * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rear independent suspension * Rear trailing arm suspension * Rear coil springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.00" silver aluminum wheels * P235/65HR17.0 BSW AS front and rear tires

Safety

4-wheel anti-lock braking system * Daytime running lights, center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st, 2nd and 3rd row overhead airbag, airbag occupancy sensor, driver and passenger knee airbag * Front and rear height adjustable seatbelts with front pre-tensioners * Sentry Key immobilizer, panic alarm, security system

Comfort and Convenience

Automatic dual zone front air conditioning, rear HVAC with separate controls, air filter, underseat ducts, headliner/pillar ducts * SiriusXM AM/FM/Satellite, clock, seek-scan, Uconnect 5 external memory control, 6 speakers, Siri Eyes Free voice activation, speed sensitive volume, Bluetooth streaming audio, active noise cancellation, integrated roof antenna, radio steering wheel controls * 2 1st row LCD monitors * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, power remote cargo access release, child safety rear door locks, tailgate/rear door lock included with power door locks * 2 12V DC power outlets, trunk/hatch auto-latch, driver foot rest, retained accessory power, Bluetooth wireless phone connectivity * Analog instrumentation appearance includes tachometer, oil pressure gauge, engine/motor temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temp gauge, compass, exterior temp, systems monitor, redundant digital speedometer, camera(s) - rear camera, trip computer, trip odometer, forward collision * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, door ajar, rear cargo ajar, service interval, brake fluid, turn signal on, tire specific low tire pressure, transmission fluid temp * TechnoLeather leatherette steering wheel with tilt and telescopic adjustment * Power front and rear windows with deep tint, driver and passenger 1-touch down, fixed rearmost windows * Variable intermittent front windshield wipers, fixed interval

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QuoteID: <None>

VEHICLE OVERVIEW Continued

Comfort and Convenience (Continued)

rear wiper, rear window defroster * Dual illuminated vanity mirrors * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights, illuminated entry * Partial floor console with storage, mini overhead console with storage, conversation mirror, locking glove box, front and rear cupholders, instrument panel bin, interior concealed storage, 2 seat back storage pockets, driver and passenger door bins, rear door bins * Carpeted cargo floor, plastic trunk lid/rear cargo door, carpet mat, cargo tie downs, cargo light, cargo concealed storage, tire mobility kit

Seating and Interior

Seating capacity of 7 * Bucket front seats with driver and passenger heated-cushion, driver and passenger heated-seatback, adjustable head restraints with tilt, driver and passenger armrests * 8-way adjustable (8-way power) driver seat includes power 4-way lumbar support * 4-way adjustable passenger seat * Bucket 2nd row seat with fold forward seatback, reclining folding activation, 2 fixed rear head restraints, armrest mounted outboard only * 3rd row seat 60-40 folding split-bench fold into floor with reclining fold into floor, 3 fixed 3rd row head restraints * Cloth faced front seats with cloth back material * Cloth faced rear seats with plastic back material * Cloth faced 3rd row seats with carpet back material * Full cloth headliner, full carpet floor covering with carpet front and rear floor mats, colored instrument panel insert, metal-look gear shifter material, colored door panel insert, piano black console insert, piano black/metal-look interior accents

Exterior Features

Rear lip spoiler, side impact beams, front license plate bracket, galvanized steel/aluminum body material * Chrome side window moldings * Body-colored door handles * Black w/chrome surround grille * 4 doors with power sliding rear driver's side door, power sliding rear passenger's side door power liftgate rear cargo door * Driver and passenger power remote body-colored heated folding outside mirrors * Front and rear body-colored bumpers * Aero-composite halogen auto on/off headlamps with multiple headlamps, delay-off feature * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/100,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	287 hp @ 6,400 rpm	Torque	262 lb.-ft. @ 4,000 rpm
Drag coefficient	0.30	1st gear ratio	4.710
2nd gear ratio	2.840	3rd gear ratio	1.910
4th gear ratio	1.380	5th gear ratio	1.000
6th gear ratio	0.810	7th gear ratio	0.700
8th gear ratio	0.580	9th gear ratio	0.480
Reverse gear ratio	3.810	City/hwy	19 mpg/28 mpg
Curb weight	4,330 lbs.	GVWR	6,055 lbs.
Towing capacity	3,600 lbs.	Front legroom	41.1 "
Rear legroom	39.0 "	Third legroom	36.5 "

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VEHICLE OVERVIEW Continued

Dimensions and Capacities (Continued)

Front headroom	40.1 "	Rear headroom	39.6 "
Third headroom	38.7 "	Front hiproom	59.0 "
Rear hiproom	64.8 "	Third hiproom	49.5 "
Front shoulder room	63.8 "	Rear shoulder room	63.0 "
Third shoulder room	61.2 "	Passenger area volume	165.0 cu.ft.
Length	203.8 "	Body width	79.6 "
Body height	69.9 "	Wheelbase	121.6 "
Front track	68.3 "	Rear track	68.3 "
Turning radius	19.8 '	Fuel tank	19.0 gal.
Interior cargo volume	32.3 cu.ft.	Interior cargo volume seats folded	87.5 cu.ft.
Interior maximum cargo volume	140.5 cu.ft.		

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Prepared For:

Prepared By:

Administrator
Chrysler of Forest City
1445 Hwy 69 S
Forest City, Iowa, 50436

SELECTED EQUIPMENT

2023 Chrysler Voyager

Passenger Van LX (RUCL53)

MSRP

RUCL53	Base Vehicle Price (RUCL53)	STD	
Emissions			
NAS	50 State Emissions	OPT	N/C
Packages			
27E	Quick Order Package 27E	OPT	N/C
Powertrain			
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	N/C
DFH	Transmission: 9-Speed 948TE Automatic	STD	N/C
STDAX	3.25 Axle Ratio	STD	N/C
Z1A	GVWR: 6,055 lbs	STD	N/C
Wheels & Tires			
TMK	Tires: 235/65R17 BSW AS	STD	N/C
WFN	Wheels: 17" x 7" Aluminum	STD	N/C
Seats & Seat Trim			
H7	Cloth Bucket Seats	STD	N/C
CEQ	Black Seats	OPT	N/C
Other Options			
APA	Monotone Paint Application	STD	N/C
SDC	Touring Suspension	STD	N/C

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QuoteID: <None>

SELECTED EQUIPMENT Continued

			MSRP
UBC	Radio: Uconnect 5 w/7" Display SiriusXM Radio Service; SiriusXM Satellite Radio	STD	N/C
Fleet Options			
	FCA 5 yr/100,000 Mile Powertrain Limited Warranty <i>All properly reported FCA Group LLC commercial fleet vehicles (NVDR type sale 3 and type sale 5) receive the 3 year 36,000 mile Basic Limited Warranty and the 5 year 100,000 mile Fleet Powertrain coverage. The 5 year/100,000 mile Fleet Powertrain coverage will go with the vehicle, so there will be no need to do warranty transfers and there will be no charge to second/subsequent owners to continue the warranty beyond the original owner. THIS LIMITED WARRANTY IS PROVIDED TO OWNERS of a Chrysler, Dodge, Jeep and Ram vehicle (excluding vehicles equipped with diesel engines) who purchased it through FCA US LLC specifically for Fleet Government Bid/Leases and Fleet Commercial/Lease orders only.</i>	OPT	N/C
Interior Colors For : Primary w/LX			
X7	Black/Alloy/Black	OPT	N/C
Primary Colors For : Primary w/LX			
PW7	Bright White Clearcoat	OPT	N/C
Vehicle Subtotal			
Destination			\$
Vehicle Subtotal (including Destination)			

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1445 Hwy 69 S
Forest City, Iowa, 50436

DIMENSIONS & CAPACITIES **2023 Chrysler Voyager**

Passenger Van LX (RUCL53)

Output	287 hp @ 6,400 rpm
Torque	262 lb.-ft. @ 4,000 rpm
Drag coefficient	0.30
1st gear ratio	4.710
2nd gear ratio	2.840
3rd gear ratio	1.910
4th gear ratio	1.380
5th gear ratio	1.000
6th gear ratio	0.810
7th gear ratio	0.700
8th gear ratio	0.580
9th gear ratio	0.480
Reverse gear ratio	3.810
City/hwy	19 mpg/28 mpg
Curb weight	4,330 lbs.
GVWR	6,055 lbs.
Towing capacity	3,600 lbs.
Front legroom	41.1 "
Rear legroom	39.0 "
Third legroom	36.5 "
Front headroom	40.1 "
Rear headroom	39.6 "
Third headroom	38.7 "
Front hiproom	59.0 "
Rear hiproom	64.8 "
Third hiproom	49.5 "
Front shoulder room	63.8 "
Rear shoulder room	63.0 "
Third shoulder room	61.2 "
Passenger area volume	165.0 cu.ft.
Length	203.8 "
Body width	79.6 "
Body height	69.9 "
Wheelbase	121.6 "

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DIMENSIONS & CAPACITIES Continued

Front track	68.3 "
Rear track	68.3 "
Turning radius	19.8 '
Fuel tank	19.0 gal.
Interior cargo volume	32.3 cu.ft.
Interior cargo volume seats folded	87.5 cu.ft.
Interior maximum cargo volume	140.5 cu.ft.

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1445 Hwy 69 S
Forest City, Iowa, 50436

WARRANTY **2023 Chrysler Voyager**

Passenger Van LX (RUCL53)

Months/Distance

Basic	36 month/36,000 miles
Powertrain	60 month/100,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

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1445 Hwy 69 S
Forest City, Iowa, 50436

JOB RATING

2023 Chrysler Voyager

Passenger Van LX (RUCL53)

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.

Gross Vehicle Weight

Number of Passengers:	7
Weight of passengers:	1,050.00 lbs
Cargo length:	0 Inches
Cargo width:	0 Inches
Cargo height:	0 Inches
Cargo weight:	0 lbs
Weight of hitch:	0 lbs
Tongue weight:	0 lbs
Payload weight:	1,050.00 lbs
Curb Weight:	4,330.00 lbs
Gross Vehicle Weight:	5,380.00 lbs
Gross vehicle weight rating:	6,055.00 lbs
GVW vs. GVWR:	5,380.00 lbs < 6,055.00 lbs

Gross Combined Weight

Weight of trailer:	0 lbs
Weight of trailer cargo:	0 lbs
Total weight of trailer:	0 lbs
Type of hitch:	None
Hitch weight:	0 lbs
Tongue weight:	0 lbs
Gross Vehicle Weight:	5,380.00 lbs
Adjusted gross vehicle weight:	5,380.00 lbs
Gross Combined Weight:	5,380.00 lbs
Gross combined weight rating:	0 lbs
GCW vs. GCWR:	5,380.00 lbs > 0 lbs

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QuoteID: <None>

2023 Chrysler Voyager Passenger Van LX (RUCLE53)

Engine: 3.6L V6 24V VVT UPG I w/ESS
Transmission: 9-Speed 948TE Automatic

Exterior (0 P) Bright White Clearcoat
Interior (0 I) Black/Alloy/Black



Standard Equipment

Items Featured Below are included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 3.6L V-6 DOHC w/SMPI 287hp
- 9 speed automatic trans w/OD
- 4-wheel ABS
- Brake assistance
- Traction control
- P235/65R17 BSW H-rated tires
- Battery with run down protection
- Touring suspension
- Electronic stability
- Automatic air conditioning
- AM/FM SiriusXM satellite radio
- Daytime running lights
- Rear child safety locks
- 60-40 folding 3rd row split-bench seats
- Dual power remote heated mirrors
- Variable intermittent wipers
- Silver aluminum wheels
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- Sentry Key immobilizer
- Rear window defogger
- Tachometer
- Trip computer
- Underseat ducts
- Heated reclining front bucket seats
- 2nd row bucket seat

STANDARD VEHICLE PRICE

OPTIONAL EQUIPMENT

- 50 State Emissions N/C
- Quick Order Package 27E N/C
- Engine: 3.6L V6 24V VVT UPG I w/ESS STD
- Transmission: 9-Speed 948TE STD
- Automatic STD
- 3.25 Axle Ratio STD
- GVWR: 6,055 lbs STD
- Tires: 235/65R17 BSW AS STD
- Wheels: 17" x 7" Aluminum STD
- Cloth Bucket Seats STD
- Black Seats N/C
- Touring Suspension STD
- Radio: Uconnect 5 w/7" Display STD
- FCA 5 yr/100,000 Mile Powertrain Limited Warranty N/C
- Interior : Black/Alloy/Black N/C
- Primary : Bright White Clearcoat N/C



CITY MPG
19

HIGHWAY MPG
28

SUBTOTAL
Destination

TOTAL

CHRYSLER



2023 WARRANTY INFORMATION - ALL VEHICLES



Please note that this new vehicle limited warranty contains a binding arbitration provision that may affect your legal rights, and you agree that, pursuant to the arbitration provision contained in this book, that either you or FCA US LLC may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the binding arbitration provision contained in "section 1.3" of this new vehicle limited warranty for additional information concerning the agreement to arbitrate. The binding arbitration provision contained in this warranty book does not affect any rights a consumer has to participate in any of FCA's nonbinding arbitration programs or any voluntary arbitration programs sponsored by any state or government agency.

Basic Limited Warranty Coverage - 3 years/36,000 miles Specified Components - 1 year/12,000 miles	Limited Emission Warranty PHEV - 8 years/100,000 miles
Corrosion Warranty (Anti-Corrosion Perforation Limited Warranty) All Panels - 3 years/unlimited miles Outer Panels - 5 years/unlimited miles	Emission Performance Warranty - 2 years/24,000 miles Specified Components - 8 years/80,000 miles
Powertrain Limited Warranty - 5 years/60,000 miles	High Voltage Battery Limited Warranty *ZEV States - 10 years/150,000 miles Non-ZEV States - 8 years/100,000 miles
Federal Emission Warranty - 2 years/24,000 miles Specified Components - 8 years/80,000 miles	

*See "section 2.5 B"

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1. YOUR LEGAL RIGHTS UNDER THESE LIMITED WARRANTIES

The warranties contained in this booklet are the only express warranties that FCA US LLC (“FCA US”) makes for your vehicle. **These warranties give you specific legal rights. You may also have other rights that vary from state to state.** For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by the express written warranties contained in this booklet.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and FCA US LLC completely disclaims them to the extent allowed by law. The implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

1.1. INCIDENTAL AND CONSEQUENTIAL DAMAGES NOT COVERED

Your warranties do not cover any incidental or consequential damages connected with your vehicle’s failure, either while under warranty or afterward.

Examples of such damages include:

- Lost time
- Inconvenience
- The loss of the use of your vehicle
- The cost of rental vehicles, gasoline, telephone, travel, or lodging
- The loss of personal or commercial property
- The loss of revenue

Some states do not allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

1.2. FCA US LLC DISPUTE SETTLEMENT PROGRAM

FCA US LLC offers a dispute settlement program under two options for customers. First, you may submit your claim to the National Center for Dispute Settlement (NCDS). For more information on the NCDS program, please see “section 7.1”. Second, if you prefer not to submit your claim to NCDS, or you are not satisfied with the result from NCDS, then you agree to resolve your dispute with FCA US LLC through binding arbitration as defined in “section 1.3”.

1.3. VOLUNTARY BINDING ARBITRATION PROVISION

Please carefully read this voluntary binding arbitration provision, which applies to any dispute between you and FCA US LLC and its affiliates (together “FCA”, “we” or “us”). If you have a concern or dispute, please send a written notice describing it and your desired resolution to FCA US LLC Office of the General Counsel, 1000 Chrysler Drive, CIMS 485-13-62, Auburn Hills, MI 48326-2766. This binding arbitration provision does not affect any rights a consumer has to participate in any of FCA US LLC’s nonbinding arbitration programs or any voluntary arbitration programs sponsored by any state or government agency.

If your concern or dispute is not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and FCA US LLC will not be decided by a judge or jury but instead by a single arbitration administered by the **American Arbitration Association (AAA)** under its **Consumer Arbitration Rules** in effect at the time you signed the Agreement to Arbitrate. This includes claims arising out of your warranty and claims arising before this agreement, such as claims related to statements about our products.

FCA US LLC will pay all AAA fees and costs for any arbitration, which will be held in the city or county of your residence. To learn more about the rules and how to begin an arbitration, you may call any AAA office or go to www.adr.org.

The arbitrator may only resolve disputes between you and FCA US LLC and may not consolidate claims without the consent of all parties. You and FCA US LLC may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. The arbitrator cannot hear class or representative claims on behalf of others purchasing or leasing FCA US LLC vehicles. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy (such as declaratory relief), then that claim or remedy (and only that claim or remedy) shall be severed and must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days of taking delivery of the vehicle and signing the Arbitration Acknowledgment Form at the dealer. To opt out of the binding arbitration program, send a letter to: FCA US LLC Office of the General Counsel, 1000 Chrysler Drive, CIMS 485-13-62, Auburn Hills, MI 48326-2766, stating your name, Vehicle Identification Number (VIN), and intent to opt out of the arbitration provision. If you do not opt out, then this agreement to arbitrate is binding.

2. WHAT IS COVERED UNDER FCA US LLC'S WARRANTIES

2.1. BASIC LIMITED WARRANTY

A. WHO IS COVERED

You are covered by the Basic Limited Warranty if you are a purchaser for use of the vehicle.

B. WHAT IS COVERED

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any item on your vehicle when it left the manufacturing plant that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exceptions are the parts listed in "section 2.1 C". These warranty repairs or adjustments, including all parts and labor connected with them, will be made by an authorized dealer at no charge, using new or remanufactured parts.

C. ITEMS COVERED BY OTHER WARRANTIES

The following are covered by separate warranties offered by their makers. They are **not covered** by the Basic Limited Warranty:

- Tires
- Headphones
- Items added or changed after your vehicle left the manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion

Be sure you get a copy of any warranty that applies to these items from the manufacturer of the product.

D. TOWING COSTS ARE COVERED UNDER CERTAIN CIRCUMSTANCES

Roadside Assistance covers the cost of towing your vehicle to the nearest authorized Chrysler, Dodge, Jeep®, or Ram dealer if your vehicle becomes disabled as a result of a mechanical breakdown. If you choose to go to another dealer, you will be responsible for the cost. Refer to "section 6.2" for information on how to get towing service in the United States and Canada.

E. WHEN IT BEGINS

The Basic Limited Warranty begins on either of the following dates, whichever occurs first:

- The date you take delivery of the vehicle.
- The date when the vehicle was first put into use for example, as a dealer “demo” or as an FCA US LLC company vehicle.

F. WHEN IT ENDS

The Basic Limited Warranty lasts for three years from the date it begins or for 36,000 miles on the odometer, whichever occurs first. But the following items are covered only for one year or for 12,000 miles on the odometer, whichever occurs first:

- Brakes (rotors, pads, linings, and drums)
- Bulbs
- Clutch Discs or Modular Clutch Assembly (if equipped)
- Wheel Alignment and Wheel Balancing
- Windshield and Rear Window
- Wiper Blades

G. REGISTRATION AND OPERATION REQUIREMENTS

The Basic Limited Warranty covers your vehicle only if:

- The vehicle was manufactured for sale and registered in the United States and US Possessions and Territories.
- The vehicle is driven mainly in the US and Canada.
- The vehicle is operated and maintained in the manner described in your Owner's Manual.

EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, THERE IS NO WARRANTY COVERAGE FOR THIS VEHICLE IF IT IS SOLD OR REGISTERED OUTSIDE OF THE UNITED STATES, INCLUDING UNITED STATES POSSESSIONS AND TERRITORIES AS PART OF THE UNITED STATES FOR WARRANTY PURPOSES.

This policy does not apply to vehicles that have received authorization for export from FCA US LLC. Dealers may not give authorization for export. Consult an authorized dealer to determine this vehicle's warranty coverage if you have any questions.

This policy does not apply to vehicles registered to US government officials or military personnel on assignment outside of the United States.

H. IF YOU MOVE

If you move to another country, be sure to contact the FCA US LLC Customer Assistance Center in “section 7.2” and the customs department of the destination country before you move. Vehicle importation rules vary considerably from country to country. You may be required to present documentation of your move to FCA US LLC in order to continue your warranty coverage. You may also be required to obtain documentation from FCA US LLC in order to register your vehicle in your new country.

I. VEHICLE REGISTRATION NOTICE

If your vehicle is registered outside of the United States, and you have not followed the procedure set out above, your vehicle will no longer be eligible for warranty coverage of any kind. Vehicles registered to United States government officials or military personnel on assignment outside of the US will continue to be covered.

2.2. CORROSION WARRANTY

A. WHO IS COVERED

You are covered by the Corrosion Warranty if you are a purchaser for use of the vehicle.

B. WHAT IS COVERED

The Corrosion Warranty covers the cost of all parts and labor needed to repair or replace any sheet metal panels that get holes from rust or other corrosion. If a hole occurs because of something other than corrosion, this warranty does not apply. Cosmetic or surface corrosion may be covered under the warranty. The cause of cosmetic or surface corrosion will determine if there is coverage. Cosmetic or surface corrosion resulting from stone chips or scratches in the paint is not covered. For more details on what is not covered by this warranty, refer to "section 3.5".

C. HOW LONG IT LASTS

The Corrosion Warranty starts when your Basic Limited Warranty begins under "section 2.1 E".

This warranty has two time-and-mileage limits:

- For sheet metal panels, the limit is three years, with no mileage limit.
- For an outer-body sheet metal panel, one that is finish-painted and that someone can see when walking around the vehicle, the limit is five years, with no mileage limit.

D. WHAT IS NOT COVERED

Please note that while the standard Corrosion Warranty applies to defects in material and/or workmanship, it does not cover the vehicle's matte finish appearance (if equipped).

Maintaining the matte finish appearance is solely the responsibility of the vehicle owner as described in your Owner's Manual.

2.3. RESTRAINT SYSTEM LIMITED WARRANTY, VEHICLES SOLD AND REGISTERED IN THE STATE OF KANSAS ONLY

For vehicles sold and registered in the state of Kansas, seat belts and related seat belt components are warranted against defects in workmanship and materials for 10 years, regardless of mileage. This warranty does not cover replacement of seat belts and related components required as the result of collision.

2.4. POWERTRAIN LIMITED WARRANTY

A. WHO IS COVERED

You are covered by the Powertrain Limited Warranty if you are a purchaser for use of the vehicle.

B. WHAT IS COVERED

The Powertrain Limited Warranty covers the cost of all parts and labor needed to repair a powertrain component listed in “section 2.4 E” that is defective in workmanship and materials.

C. HOW LONG IT LASTS

The Powertrain Limited Warranty lasts for up to five years or 60,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in “section 2.1 E”.

D. TOWING COSTS ARE COVERED

The Roadside Assistance covers the cost of towing your vehicle to the nearest authorized Chrysler, Dodge, Jeep®, or Ram dealer if your vehicle cannot be driven because a covered part has failed.

If you choose to go to another dealer, you will be responsible for the cost. Refer to “section 6.2” for information on how to get towing service in the United States and Canada.

E. PARTS COVERED

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by FCA US LLC:

NOTE:

MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED UNDER THE POWERTRAIN LIMITED WARRANTY.

Gasoline Engine

Cylinder block and all internal parts; cylinder head assemblies; timing case, timing chain, timing belt, gears and sprockets; vibration damper; oil pump; water pump and housing; intake and exhaust manifolds; flywheel with starter ring gear; core plugs; valve covers; oil pan; turbocharger housing and internal parts; turbocharger wastegate actuator; supercharger; serpentine belt tensioner; and seals and gaskets for listed components only.

Transmission

Transmission case and all internal parts; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; transmission control module; bell housing; oil pan; and seals and gaskets for listed components only.

Front-Wheel Drive (FWD)

Transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; oil pan; transaxle speed sensors; transaxle solenoid assembly; PRNDL position switch; transaxle electronic controller; torque converter; and seals and gaskets for listed components only.

All-Wheel Drive (AWD)

Power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; driveshaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim; and seals and gaskets for listed components only.

Rear-Wheel Drive (RWD)

Rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; and seals and gaskets for listed components only.

Four-Wheel Drive (4WD)

Transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints and yokes; disconnect housing assembly; and seals and gaskets for the listed components only.

F. OTHER PROVISIONS OF THIS POWERTRAIN LIMITED WARRANTY

For all other terms of the New Vehicle Limited Warranty that apply to the Powertrain Limited Warranty, refer to "section 1" (Your Legal Rights Under These Limited Warranties) and "section 3" (What Is Not Covered) for further information.

2.5. HIGH VOLTAGE BATTERY LIMITED WARRANTY

A. WHO IS COVERED

You are covered by the High Voltage Battery Limited Warranty if you are a purchaser for use of the vehicle.

B. HOW LONG IT LASTS

- The High Voltage Battery coverage is 10 years or 150,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in "section 2.1 E".
- *This applies to vehicles certified for sale and registered in the state of California or one of the following states that adopt California ZEV regulations:

Colorado	Massachusetts	Oregon
Connecticut	New Jersey	Rhode Island
Maine	New York	Vermont
Maryland		

- The High Voltage Battery coverage is eight years or 100,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in "section 2.1 E". This applies to vehicles certified for sale and registered in states not adopting California ZEV regulations

C. TOWING COSTS ARE COVERED

Roadside Assistance covers the cost of towing your vehicle to the nearest authorized Chrysler, Dodge, Jeep®, or Ram dealer if your vehicle cannot be driven because a covered part has failed.

If you choose to go to another dealer, you will be responsible for the cost. Refer to "section 6.2" for information on how to get towing service in the United States and Canada.

3. WHAT IS NOT COVERED

3.1. MODIFICATIONS NOT COVERED

A. SOME MODIFICATIONS DO NOT VOID THE WARRANTIES BUT ARE NOT COVERED

Certain changes that you might make to your vehicle do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are:

- Installing non-FCA US LLC parts, components, or equipment such as a non-FCA US LLC radio or cruise control.
- Using special non-FCA US LLC materials or additives.
- Modifying the front fascia/bumper, vehicle body structure, or adding aftermarket side steps or running boards.
- Replacing windshields on vehicles equipped with Advanced Driver Assist systems with non-FCA US LLC parts.
- Using aftermarket collision parts.
- Attaching or installing any aftermarket accessories, including transparent material (e.g. glass tinting) or aftermarket grilles.

NOTE:

Non-FCA US LLC parts can also impact downstream or other related safety systems.

Your warranties do not cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor do they cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-FCA US LLC parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-FCA US LLC parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- Installing accessories, except for genuine FCA US LLC/Mopar® accessories installed by an authorized Chrysler, Dodge, Jeep®, or Ram dealer.
- Applying rustproofing or other protection products.
- Changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle.
- The use of any refrigerant that FCA US LLC has not approved.

B. MODIFICATIONS THAT WILL VOID YOUR WARRANTIES

These actions will void your warranties:

- Disconnecting, tampering with, or altering the odometer, unless your repairing technician follows the legal requirements for repairing or replacing odometers.
- Attaching any device that disconnects the odometer.

3.2. ENVIRONMENTAL FACTORS NOT COVERED

Your warranties do not cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor do your warranties cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranties do not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

3.3. MAINTENANCE COSTS NOT COVERED

Your warranties do not cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranties do not cover the costs of your vehicle's normal or scheduled maintenance, the parts and services that all vehicles routinely need. Some of these parts and services, which your warranties do not cover, include:

- Lubrication
- Engine tune-ups
- Replacing filters, coolant, spark plugs, or fuses, unless those costs result from a covered repair
- Cleaning and polishing
- Replacing worn wiper blades, worn brake pads and linings, or clutch linings

3.4. RACING NOT COVERED

Your warranties do not cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects that are found as the result of participating in a racing event.

3.5. CERTAIN KINDS OF CORROSION NOT COVERED

Your warranties do not cover the following:

- Corrosion caused by accident, damage, abuse, or vehicle alteration.
- Surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones.
- Corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers.
- Corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by FCA US LLC.

3.6. OTHER EXCLUSIONS

Your warranties do not cover the costs of repairing damage or conditions caused by any of the following:

- Fire or accident
- Abuse or negligence
- Misuse, for example, driving over curbs or overloading
- Tampering with the emission systems, or with a part that could affect the emission systems
- Use of used parts, even if they were originally supplied by FCA US LLC however, authorized FCA US LLC/Mopar® remanufactured parts are covered
- Windshield or rear window damage from external objects
- Any changes made to your vehicle that do not comply with FCA US LLC
- Using any fluid that does not meet the minimum recommendations in your Owner's Manual

3.7. TOTAL LOSS, SALVAGE, JUNK, OR SCRAP VEHICLES NOT COVERED

A vehicle has no warranty coverage of any kind if:

- The vehicle is declared a total loss by an insurance company.
- The vehicle is rebuilt after being declared a total loss by an insurance company.
- The vehicle is issued a certificate of title indicating that it is designated as “salvage”, “junk”, “rebuilt”, “scrap”, or some similar word.

FCA US LLC will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

This exclusion does not apply to emission warranties or to recall campaigns.

3.8. RESTRICTED WARRANTY

FCA US LLC may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by FCA US LLC before covered repairs are performed.

4. OTHER TERMS OF YOUR WARRANTIES

4.1. EXCHANGED PARTS MAY BE USED IN WARRANTY REPAIRS

In the interest of customer satisfaction, FCA US LLC may offer exchange service on some vehicle parts. This service is intended to reduce the amount of time your vehicle is not available for your use because of repairs. Parts used in exchange service may be new, remanufactured, reconditioned, or repaired, depending on the part involved.

All exchange parts that might be used meet FCA US LLC standards, and have the same warranties as new parts.

Examples of the kinds of parts that might be serviced in this way are:

- Engine Assemblies
- Transmission Assemblies
- Instrument Cluster Assemblies
- Radios, CD and DVD Players
- Speedometers
- Powertrain Control Module (PCM)

To help control suspected ozone-depleting agents, the Environmental Protection Agency (EPA) requires the capture, purification, and reuse of automotive air conditioning refrigerant gases. As a result, a repair to the sealed portion of your air conditioning system may involve the installation of purified reclaimed refrigerant.

4.2. PRE-DELIVERY SERVICE

A defect in or damage to the mechanical, electrical, sheet metal, paint, trim, and other components of your vehicle may have occurred at the factory or while it was being shipped to an authorized dealer.

Such a defect or damage is usually detected and corrected at the factory. In addition, dealers must inspect each vehicle before delivery. The dealer will repair any defects or damage detected before the vehicle is delivered to you.

4.3. PRODUCTION CHANGES

Changes may be made in vehicles sold by FCA US LLC and its authorized dealers at any time without incurring any obligation to make the same or similar changes on vehicles previously built or sold.

5. EMISSION WARRANTIES REQUIRED BY LAW

5.1. FEDERAL EMISSION WARRANTY

A. PARTS COVERED FOR TWO YEARS OR 24,000 MILES

Federal law requires FCA US LLC to warrant the following emissions parts for two years or 24,000 miles, whichever occurs first. However, FCA US LLC covers all of these parts under the FCA US LLC Basic Limited Warranty for three years or 36,000 miles, whichever occurs first, for gasoline vehicles. For PHEV vehicles, FCA US LLC covers all these parts under the FCA US LLC Limited Emission Warranty for eight years or 100,000 miles, whichever occurs first.

These parts are:

Air System Controls	Ignition System
Electronic Fuel Injection System (including injectors)	Intake Manifold
Evaporative-Emission Canister and Controls	On-Board Diagnostic System Components
Exhaust Manifold	Oxygen Sensors
Exhaust Gas Recirculation (EGR) Valve and Control System	Positive Crankcase Ventilation (PCV) Valve or Orifice
Exhaust Pipes (between exhaust manifold and catalyst)	Secondary Ignition Wires
Fuel Cap and Tank Assembly, Pump, and Fuel Lines	Spark Plugs
Hybrid Charging System – PHEV	Throttle Body
Hybrid Electric Cooling System – PHEV	Vacuum Hoses, Clamps, And Fittings (as well as tubing used for these components)
Hybrid Power Inverter System – PHEV	Vacuum, Temperature, Altitude, Speed, and Time-Sensitive Valves, Sensors, and Switches (used in these components and systems)

B. PARTS COVERED FOR EIGHT YEARS OR 80,000 MILES

If your vehicle has one of the following parts, this Federal Emission Warranty covers that part for a period of eight years or 80,000 miles, whichever occurs first, calculated from the start of the Basic Limited Warranty as set forth in "section 2.1 E". For PHEV vehicles, FCA US LLC covers all these parts under the FCA US LLC Limited Emission Warranty for eight years or 100,000 miles, whichever occurs first.

These parts are:

Catalytic Converter	On-Board Charging Module – PHEV
Electric Brake Booster Control Module – PHEV	Power Pack Unit – Battery Pack Control Module – PHEV
Hybrid Control Processor (HCP) – PHEV	Powertrain Control Module (PCM)
Integrated DC-DC Charging Module – PHEV	Transmission Control Module (TCM)
Motor Generator Unit – PHEV	

5.2. EMISSION PERFORMANCE WARRANTY

This warranty supplements the federal warranty under "section 5.1". It lasts for two years or 24,000 miles on the odometer, whichever occurs first. If your vehicle has one of the parts listed in "section 5.1 B", the Federal Emission Warranty covers that part for a period of eight years or 80,000 miles, whichever occurs first. For PHEV vehicles, FCA US LLC covers all these parts under the FCA US LLC Limited Emission Warranty for eight years or 100,000 miles, whichever occurs first. These limits are counted from the time when your Basic Limited Warranty begins, described in "section 2.1 E". The Emission Performance Warranty covers the cost of repairing or adjusting any components or parts that might be needed for your vehicle to pass Federal Emission Standards for a federally approved state or local emission test, but only if:

- Your vehicle has failed a federally approved state or local emission test.
- Your vehicle has been maintained and operated properly up until it fails such a test.
- You face a real penalty for example, a fine or the loss of the use of your vehicle, because the vehicle has failed the test.

Refer to "section 6.4", (Getting Service Under The Federal Emission Performance Warranties) for further information on how to get service under this warranty.

6. HOW TO GET WARRANTY SERVICE

6.1. WHERE TO TAKE YOUR VEHICLE

A. IN THE UNITED STATES (WE INCLUDE US POSSESSIONS AND TERRITORIES AS PART OF THE UNITED STATES FOR WARRANTY PURPOSES)

Warranty service must be done by an authorized Chrysler, Dodge, Jeep®, or Ram dealer. We strongly recommend that you take your vehicle to your selling dealer. They know your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep®, or Ram dealer.

B. IN CANADA AND MEXICO

If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your FCA US LLC warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep®, or Ram dealer.

C. IN A FOREIGN COUNTRY OUTSIDE OF NORTH AMERICA

If you are traveling temporarily outside of North America, and your vehicle remains registered in the United States:

- Take your vehicle to an authorized Chrysler, Dodge, Jeep®, or Ram dealer. They should give you the same warranty service you receive in the United States.
- If the authorized dealer charges you for repairs which you feel should be covered under your warranty, please get a detailed receipt for the work done. Make sure that this receipt lists all warranty repairs and parts that were involved. This receipt will be similar to the one used by the authorized dealer who normally services your vehicle.
- When your vehicle returns to the United States, contact the FCA US LLC Customer Assistance Center in “section 7.2” for reimbursement consideration. You will normally need to provide a copy of the receipt, your vehicle registration and any other relevant documents.
- Reimbursement will not be considered if the vehicle does not return to the United States.

6.2. HOW TO GET ROADSIDE ASSISTANCE SERVICE — US OR CANADA ONLY *

A. WHO IS COVERED

You are covered by Roadside Assistance services if you are a purchaser for use of the vehicle. Roadside Assistance coverage is calculated from the start date of the Basic Limited Warranty, as set forth in “section 2.1 E”.¹

Roadside Assistance services last for five years or 60,000 miles on the odometer, whichever occurs first. Pacifica Hybrid Electric Vehicles that cannot be driven due to failure of a part covered by the High Voltage Battery Limited Warranty will be eligible for standard towing coverage up to the applicable terms defined in “section 2.5”. If your vehicle is covered under the California Emission Warranty, additional terms may apply. Please refer to the California Emissions Warranty booklet for additional information.

B. WHAT TO DO

If your vehicle requires jump start assistance, out of gas/fuel delivery, tire service, lockout service or towing as a result of a mechanical breakdown, call 800-521-2779 for assistance.

Provide your name, Vehicle Identification Number (VIN) — required for covered services, license plate number, and your location, including the telephone number from which you are calling. Briefly describe the nature of the problem and answer a few simple questions.

You will be given the name of the service provider and an estimated time of arrival. If you feel you are in an “unsafe situation”, please let us know. With your consent, we will contact local police or safety authorities.

1. * Roadside Assistance services provided through Cross Country Motor Club, Inc., 400 River's Edge Drive, Medford, MA 02155, except in AK, CA, HI, OR, WI, and WY, where services are provided by Cross Country Motor Club of California, Inc., 275 East Hillcrest Drive, Suite 165, Thousand Oaks, CA 91360.

C. IF UNABLE TO CONTACT ROADSIDE ASSISTANCE

If you are unable to contact Roadside Assistance or unable to provide a valid Vehicle Identification Number (VIN) and you obtain towing services on your own, you may submit your original receipts from the licensed towing or service facility for services rendered within 30 days of the occurrence. Be sure to include your VIN, odometer mileage at the time of service and current mailing address. We will process the claim based on vehicle and service eligibility. If eligible, we will reimburse you for the reasonable amounts you actually paid, based on the usual and customary charges for that service in the area where they were provided. FCA US LLC's determination relating to reimbursement is final.

Correspondence should be mailed to:

FCA US LLC Roadside Assistance

P.O. Box 9145

Medford, MA 02155

Attention: Claims Department

FCA US LLC reserves the right to modify the terms or to discontinue the Roadside Assistance Program at any time. The Roadside Assistance Program is subject to restrictions and conditions of use, that which are determined solely by FCA US LLC.

D. COVERED SERVICES

Flat Tire Service

If you are inconvenienced by a flat tire, we will dispatch a service provider to use your vehicle's temporary spare tire (if equipped) as recommended in your Owner's Manual. This is not a permanent flat tire repair.

Out of Gas/Fuel Delivery

Drivers cannot always count on a gas station being nearby, especially when traveling away from home. We will dispatch a service provider to deliver a small amount of fuel (maximum two gallons) to get you to a nearby station. This service is limited to two occurrences in a 12-month period.

Battery Jump Assistance

No time is a good time for a depleted battery, but with Roadside Assistance, you do not have to worry about being stranded. We will dispatch a service provider to provide you with a battery jump any time, day or night.

Lockout Service

Whether the keys are locked in your vehicle or frozen locks are keeping you from getting on your way, Roadside Assistance can assist you. This service is limited to providing access to the vehicle's seating area. It does not cover the cost of replacement keys.

Towing Service

Roadside Assistance service gives you peace of mind and confidence. If your vehicle becomes disabled as a result of a mechanical breakdown, Roadside Assistance will dispatch a towing service provider to transport your vehicle to the closest authorized Chrysler, Dodge, Jeep®, or Ram dealer. If you choose to go to another dealer, you will be responsible for the cost.

6.3. EMERGENCY WARRANTY REPAIRS

If you have an emergency and have to get a warranty repair made by someone other than an authorized Chrysler, Dodge, Jeep®, or Ram dealer, follow the reimbursement procedure in “section 6.1 C”.

6.4. GETTING SERVICE UNDER THE FEDERAL EMISSION PERFORMANCE WARRANTIES

A. WHAT TO DO

If your vehicle has failed an emission test described in “section 5.2”:

- Take your vehicle to an authorized Chrysler, Dodge, Jeep® or Ram dealer as soon as possible.
- Give the service representative the printout showing that your vehicle failed the test.
- If possible, bring all service receipts, maintenance logs, and records proving that your vehicle has been properly maintained, since you may be required to show them.

B. FURTHER STEPS YOU CAN TAKE, AND HOW TO GET MORE INFORMATION

If you think an authorized dealer has wrongly denied you emission warranty coverage, follow the recommended instructions described in “section 7.1”. FCA US LLC will reply to you in writing within 30 days after receiving your complaint or within the time limit required by local or state law. If the owner is not notified within 30 days that a performance warranty claim is denied, FCA US LLC must repair the vehicle free of charge.

For more information about getting service under the Federal Emission Warranty or the Performance Warranty, or to report what you think is a violation of these warranties, contact:

Manager, Certification and Compliance

Division Warranty Claims

Environmental Protection Agency (EPA)

1200 Pennsylvania Avenue, NW

Mail Code 6403J

Washington, D.C. 20460

7. HOW TO DEAL WITH WARRANTY PROBLEMS

7.1. STEPS TO TAKE

A. IN GENERAL

Normally, warranty problems can be resolved by an authorized dealer's sales or service departments. Always talk to an authorized dealer's service manager or sales manager first. If you are still not satisfied with an authorized dealer's response to your problem, FCA US LLC recommends that you discuss your problem with the owner or general manager of the authorized dealer.

If an authorized dealer still cannot resolve the problem, contact the FCA US LLC Customer Assistance Center. You can find the address in "section 7.2".

B. WHAT FCA US LLC WILL DO

Once you have followed the recommended instructions described in "section 7.1 A", a FCA US LLC representative at FCA US LLC headquarters will review your situation. If it is something that FCA US LLC can help you with, FCA US LLC will provide an authorized dealer with all the information and assistance necessary to resolve the problem. Even if FCA US LLC cannot help you, FCA US LLC will acknowledge your contact and explain FCA US LLC's position.

If you cannot resolve your warranty problem after following the recommended instructions described in "section 7.1 A", you may obtain a brochure describing FCA US LLC's Customer Arbitration Process (CAP), including an application, by calling 800-247-9735 for assistance. For further details on resolving your warranty problem, please see the Lemon Law booklet included in your glove box materials or available online at www.mopar.com.

C. VOLUNTARY NON-BINDING ARBITRATION PROCESS

FCA US LLC offers a non-binding voluntary dispute resolution process in all 50 states, which is administered by the National Center for Dispute Settlement (NCDS).

This service is strictly voluntary, and you may submit your dispute directly to the CAP at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

National Center for Dispute Settlement (NCDS)

FCA US LLC Customer Arbitration Process

P.O. Box 515315

Dallas, TX 75251-5315

The CAP reviews only vehicle disputes involving FCA US LLC ("FCA US") Limited Warranty or an FCA US LLC/Mopar® Part Limited Warranty. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury/property damage claims, disputes relating to the design of the vehicle or a part, or disputes which are already the subject of litigation.

The CAP will need the following information from you:

1. Legible copies of all documents and repair orders relevant to your case.
2. Vehicle Identification Number (VIN) of your vehicle.
3. A brief description of your unresolved concern.
4. The identity of your servicing/selling dealer.
5. The date(s) of repair(s) and mileage at the time.
6. The current mileage.
7. A description of the action you expect to resolve your concern.

Upon receipt of your request:

- The National Center for Dispute Settlement (NCDS) will acknowledge receipt of your request, by email or mail, within 10 days, and advise you whether or not your dispute is within the jurisdiction of the process.
- When your request is within jurisdiction, NCDS will request FCA US LLC to present their side of the dispute. You will receive copies of the responses.
- While your dispute is pending, NCDS or FCA US LLC may contact you to see if your case can be settled by agreement. If a settlement is offered to you, FCA US LLC will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.
- If you requested an oral hearing, NCDS will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a dealer near you or by teleconference.
- If you request a documents-only review, a panel of neutral arbitrators will review and decide your case. Neither you nor FCA US LLC need be present.
- NCDS will send you a written Statement of Decision. This statement will include the decision, any action to be taken by FCA US LLC and the time by which the action must be taken. The decision will be binding on FCA US LLC but not on you unless you accept the decision.
- If any action is required on FCA US LLC, you will be contacted within 10 days after the date by which FCA US LLC must act to determine whether performance has been rendered.
- The entire dispute settlement process will normally take no longer than 40 days.

D. NOTICE UNDER STATE LEMON LAWS

Some states have laws allowing you to get a replacement vehicle or a refund of the vehicle's purchase price under certain circumstances. These laws vary from state to state. If your state law allows, FCA US LLC requires that you first notify us in writing of any service difficulty that you may have experienced so that we can have a chance to make any needed repairs before you are eligible for remedies provided by these laws. In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to the FCA US LLC Customer Assistance Center at the address in "section 7.2".

E. CALIFORNIA RESIDENTS ONLY

FCA US LLC offers a non-binding dispute resolution program in the state of California that has been certified by the Arbitration Certification Program of the state. The California Dispute Settlement Program (CDSP) is a neutral third-party arbitration provider that administers the cases. Detailed program information can be found online at www.mopar.com under Warranty/Additional Publications or in the California Dispute Settlement Program booklet provided with your vehicle.

7.2. HELPFUL ADDRESSES AND TELEPHONE NUMBERS

Here are the addresses and telephone numbers of the FCA US LLC Customer Assistance Centers that can help you wherever you happen to be. Contact the one that covers your area:

- **In the United States:**

FCA US LLC Customer Assistance Center

P.O. Box 21-8004

Auburn Hills, Michigan 48321-8004

Phone Number: 800-247-9753

To contact FCA US LLC by email:

Select the “Contact Us” button on

www.chrysler.com

- **In Canada:**

FCA Canada Customer Care

Chrysler Centre

P.O. Box 1621

Windsor, Ontario N9A-4H6

Phone Number (English): 800-465-2001

Phone Number (French): 800-387-9983

- **In Mexico:**

Customer Relations Office

P.O. Box 1621

Prolongación Paseo de la Reforma 1240

Santa Fe, Cuajimalpa CP 05348

Ciudad de México

Phone Number (in Mexico): 800-505-1300

Phone Number (outside Mexico): 011 (52) 55 5081 7568

- **In Puerto Rico and U.S. Virgin Islands:**

FCA Caribbean LLC Customer Service

Box 191857

San Juan, Puerto Rico 00919-1857

Phone Number: 800-247-9753

Fax Number: 787-782-3345

8. OPTIONAL SERVICE CONTRACT

Mopar® Vehicle Protection plans offer valuable protection against repair costs when these warranties no longer apply. They complement but do not replace the warranty coverages outlined in this booklet. A variety of plans are available, covering various time-and-mileage periods and various groups of the vehicle's mechanical components.

Mopar® Vehicle Protection plans are the **ONLY** vehicle extended protection plans authorized, endorsed and backed by FCA US LLC to provide additional protection beyond your vehicle's warranty. Look for our brand logo and ask an authorized dealer for details.



9. MAINTENANCE

9.1. GENERAL INFORMATION

It is your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and FCA US LLC concerning the maintenance of your vehicle, FCA US LLC will require you to provide proof that your vehicle was properly maintained.

For your convenience, FCA US LLC has prepared a Maintenance Schedule with routine service intervals which is included in your Owner's Manual. It is essential to follow these required maintenance intervals for safe trouble-free operation.

9.2. WHERE TO GO FOR MAINTENANCE

FCA US LLC recommends that you return to the authorized dealer from whom you bought your vehicle for all maintenance service both during and after the warranty periods. Although you can get warranty service from any authorized dealer who sells your particular make, returning to your selling authorized Chrysler, Dodge, Jeep®, or Ram dealer will help ensure that all your service needs are met and that you are completely satisfied. The dealer technicians are specifically trained to perform maintenance and repair procedures on your vehicle.

FCA US LLC strongly recommends using genuine FCA US LLC/Mopar® parts to maintain your vehicle.





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

Denver, CO

800 Quik Trip Way, Belton, MO 64012

1011 S. Huron St, Denver, CO 80223

Kearney, NE

Hot Springs, AR

Ozark, MO

3710 Central Ave, Ste 5, Kearney, NE 68847

4364 Malvern Rd, Hot Springs, AR 71901

171 Shady Oak Rd, Ozark, MO 65721



Master's Transportation Statement of Warranty Coverage

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

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

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

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

Customer Signature _____ Date _____

Master's RSM Signature _____ Date _____



January 31, 2024

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

RE: ITB 6853 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