RESOLUTION 2017-076   PASSED: JUNE 26, 2017

AUTORIZING A PURCHASE ON A STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION PUBLIC TRANSIT VEHICLE STATE BID PRICE CONTRACT WITH MIDWEST TRANSIT EQUIPMENT, INC. FOR THE PURCHASE OF THREE PARATRANSIT MINIVANS IN AN AMOUNT NOT TO EXCEED $123,750.

WHEREAS, the City of DeKalb is the fiscal agent for all federal and state grant funds allocated to the DeKalb metropolitan region; and

WHEREAS, the City purchases public transit buses and minivans with federal grant funds provided for public transportation in the DeKalb metropolitan region; and

WHEREAS, the majority of the public transit fleet owned by the City of DeKalb and leased to the Voluntary Action Center to provide public transit has exceeded their useful lives; and

WHEREAS, the City has been awarded $123,750 in FTA 5307 Grant IL-90-X735-01 for the purchase of replacement vehicles for the existing three paratransit minivans; and

WHEREAS, the City is authorized to purchase the required public transit vehicles on the State of Illinois Department of Transportation Consolidated Vehicle Procurement program contracts with Midwest Transit Equipment, Inc.; and

WHEREAS, the DeKalb Sycamore Area Transportation Study Policy Committee City has approved the purchase of three minivans from Midwest Transit Equipment, Inc. at the June 14, 2017, meeting; and

WHEREAS, the City Purchasing Manual Section III allows for purchases on State of Illinois competitively bid contracts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

Section 1: That the Mayor be authorized to sign an agreement with Midwest Transit Equipment, Inc. for the purchase of designated public transit vehicles on State of Illinois contract #22036591 for low floor paratransit minivans with Midwest Transit Equipment, Inc. substantially in the format attached hereto as Exhibit A, subject to such changes as shall be acceptable to him.

Section 2: That the Public Works Director be authorized to approve any change orders or other official business relating to this purchase, subject to any budget restrictions and the not-to-exceed price included herein.
Section 3: That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 26th day of June, 2017, and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None. Absent: Jacobson.

ATTEST:

RUTH A. SCOTT, Deputy City Clerk

JERRY SMITH, Mayor
RETAIL ORDER FOR A MOTOR VEHICLE

DATE: MAY 18, 2017

SELLER: MIDWEST TRANSIT EQUIPMENT INC.
146 W. ISSERT DR.
KANKAKEE, IL. 60901

PHONE NUMBER: 815-933-2412

PURCHASER: CITY OF DEKALB
200 S. 4TH ST
DEKALB, IL. 60015
CONTACT: BRIAN DICKSON

PHONE NUMBER: 815.748.2367

Please enter my order for the following vehicles per State of Illinois contract # 22036591:

THREE (3) LOW FLOOR PARATRANSIT MINIVANS @ $38,034.00 $114,102.00

TOTAL AMOUNT $114,102.00

Price does not include delivery to buyer. Unit is to be picked up at Midwest Transit Equipment in Kankakee, IL. Price does not include any applicable taxes or license and title fees.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS OWN BEHALF, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY SELLER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED."

The two pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that an credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the second page and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

THIS ORDER IS A BINDING CONTRACT AND IS NON-CANCELABLE.

ACCEPTED BY: CITY OF DEKALB

PURCHASER'S SIGNATURE

DATE

PRINT NAME

TITLE

ACCEPTED BY: MIDWEST TRANSIT EQUIPMENT INC.

SELLER'S AUTHORIZED REPRESENTATIVE

DATE

THOMAS BOLDWIN

PRINT NAME

DIRECTOR OF SALES

TITLE

RETAIL ORDER FOR A MOTOR VEHICLE, CONTINUED
MOTOR VEHICLES

ADDITIONAL TERMS AND CONDITIONS

1. As used in this order the Terms (a) "Seller" shall mean the Seller to whom this order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this order as such on the face hereof, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this order and that reference to manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles.

2. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Seller or being manufactured or sold in accordance with Seller's orders. Correspondingly, in the event of any such change by Manufacturer, Seller shall have no obligations to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered this order either before or subsequent to delivery thereof to Purchaser.

3. Seller shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Seller.

4. The price for the motor vehicle specified on the face of this order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State, or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this order, regardless of which party may have primary tax liability therefore.

5. FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY: UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY SELLER'S WARRANTY OR SERVICE CONTRACT IS FURNISHED BY SELLER TO BUYER, THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED", AND THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

7. The purchaser, before or at the time of delivery of the motor vehicle covered by this order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this order.

8. The purchaser agrees to take possession of equipment and pay for them within 10 days of notice that the equipment is ready for delivery.

Terms and conditions read, understood and agreed to by [Signature]

Date: 10-26-17

Printed Name

CITY OF DEKALB
**General Description:** This vehicle is based on a standard production minivan with the floor lowered to permit easy access for wheelchairs and other mobility aids. Front passenger seat can be removed to provide enough seating for 2 passengers in mobility aid devices. With center passenger seat flipped down, the vehicle seats up to 5 ambulatory adults plus the driver.

*Operator of this vehicle is not required to have a Commercial Driver’s License (CDL)*

**Standard Configured Vehicle:**
- Wheelchair/Mobility Aid manual fold-up ramp
- Van OEM quality fabric seating with a 6-way power driver’s seat
- Seat belts for each passenger • Front driver and passenger seat airbags • Four-point wheelchair restraint system for both wheelchair positions

*This vehicle meets applicable standards of the Americans with Disabilities Act except for fixed route applications.*

**General Dimensions (approx):** Length, overall: 202.5 inches
- Wheelbase: 121 inches • Width, overall: 78 inches
- Height, overall: 73 inches • Interior headroom: 72 inches

**Engine:** Gas fueled/flex fuel 3.6L 195 HP V6 with electronic fuel injection • Engine block heater

**Transmission:** Fully automatic with overdrive

**Electrical System:** Heavy-duty battery with high output alternator

**Standard Features:** Power steering • Power brakes
- Fuel tank capacity 20 gallons • Climate Control, HVAC
- Standard front and rear OEM A/C and heater
- Cruise control • Tinted glass • Power operated side entrance doors with power windows in sliding doors
- Rear vent windows • AM/FM stereo radio

**Mobile Radio:** No provisions for user provided and installed two-way mobile radio

**Safety Equipment:** First aid kit • Body fluid clean-up kit
- 5-lb. fire extinguisher • Emergency road kit
- Rear emergency exit

**Vehicle Colors:** Exterior: Standard OEM white
- Seats: OEM blue/gray • Floor: Gray • Ceiling: OEM standard

**Warranty Information:** Standard OEM chassis and body conversion warranty
STATE OF ILLINOIS  
CONTRACT  
Illinois Department of Transportation  
Paratransit Minivans Contract Establishment Rebid  
22036591

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)  
☒ No

1. DESCRIPTION OF SUPPLIES AND SERVICES

2. PRICING

3. TERM AND TERMINATION

4. STANDARD BUSINESS TERMS AND CONDITIONS

5. STATE SUPPLEMENTAL PROVISIONS

6. STANDARD CERTIFICATIONS

7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.
# STATE OF ILLINOIS
## CONTRACT
Illinois Department of Transportation
Paratransit Minivans Contract Establishment Rebid
22036591

### VENDOR

<table>
<thead>
<tr>
<th>Vendor Name: Midwest Transit Equipment, Inc.</th>
<th>Address: 146 W. Issert Drive, Kankakee, IL 60901</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature: [Signature]</td>
<td>Phone: (800) 933-2412</td>
</tr>
<tr>
<td>Printed Name: Kevin Mansfield</td>
<td>Fax: (815) 933-3966</td>
</tr>
<tr>
<td>Title: Assistant Director of Governmental Sales</td>
<td>Email: <a href="mailto:kevin.mansfield@midwesttransit.com">kevin.mansfield@midwesttransit.com</a></td>
</tr>
<tr>
<td>Date: 10/22/2015</td>
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### STATE OF ILLINOIS

<table>
<thead>
<tr>
<th>Procuring Agency or University: Transportation</th>
<th>Phone: (217) 785-7080</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address: 2300 S. Dirksen Parkway, Room 302</td>
<td>Fax: (217) 782-5634</td>
</tr>
<tr>
<td>City, State ZIP: Springfield, IL 62764</td>
<td></td>
</tr>
<tr>
<td>Official Signature: [Signature]</td>
<td>Date: 12/17/15</td>
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<tr>
<td>Printed Name: Randall S. Blankenhorn</td>
<td></td>
</tr>
<tr>
<td>Official's Title: Secretary of Transportation</td>
<td></td>
</tr>
<tr>
<td>Legal Signature: [Signature]</td>
<td>Date: 12/15/15</td>
</tr>
<tr>
<td>Legal Printed Name: William M. Barnes</td>
<td></td>
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<tr>
<td>Legal's Title: Chief Counsel</td>
<td></td>
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<tr>
<td>Fiscal Signature: [Signature]</td>
<td>Date: 12/16/15</td>
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<tr>
<td>Fiscal’s Printed Name: Jeff Heck</td>
<td></td>
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<tr>
<td>Fiscal’s Title: Chief Fiscal Officer, Director of Finance and Administration</td>
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</tr>
<tr>
<td>Agency or University Reference # 22036591</td>
<td>Project Title Contract Est. for Paratransit Minivans Rebid</td>
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<td>-----------------------------------------</td>
<td>------------------------------------------------------------</td>
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<tr>
<td>Contract # 15-88009</td>
<td>Procurement Method (IFB, RFP, Small, etc): IFB</td>
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<tr>
<td>IPB Ref. # 22036591</td>
<td>IPB Publication Date: 3/11/2013  Award Code: A</td>
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<tr>
<td>Subcontractor Utilization? □ Yes ☑ No</td>
<td>Subcontractor Disclosure? □ Yes ☑ No</td>
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<td>Funding Source</td>
<td>Obligation #</td>
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<tr>
<td>Small Business Set-Aside? □ Yes ☑ No</td>
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<tr>
<td>Minority Owned Business? □ Yes ☑ No</td>
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<tr>
<td>Female-Owned Business? □ Yes ☑ No</td>
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<tr>
<td>Persons With Disabilities Owned Business? □ Yes ☑ No</td>
<td>Percentage</td>
</tr>
<tr>
<td>Other Preferences?</td>
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</tbody>
</table>

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1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: The Illinois Department of Transportation seeks the establishment of a term contract for the purchase of paratransit minivan type vehicles on an as-needed basis as associated with the Division of Public and Intermodal Transportation’s Consolidated Vehicle Procurement Program (CVP).

1.2. SUPPLIES AND/OR SERVICES REQUIRED: The purchase of paratransit minivan type vehicles that will be granted to Illinois local governmental, municipal, or non-profit entities using federal, state (if approved to use), or local funds.

1.2.1 Assignability To Other Agencies:
In no way shall the Illinois Department of Transportation be responsible or liable for vehicles purchased by other agencies outside of the scope of the contract(s). The scope of users that may purchase paratransit vehicles from this contract includes “carriers” as defined by 20 ILCS 2705-305 and has, or is, receiving Federal Transit Administration (FTA) formula or discretionary funds apportioned to Illinois either directly from FTA or through the Illinois Department of Transportation. Those “carriers” using funds directly from FTA will be responsible for final inspections, and any other Federal or State compliance requirements including federally required post award audits.

The Illinois Department of Transportation will perform federally required pre and post-award audits that may be used by authorized grant recipients to meet Federal Transit Administration (FTA) procurement requirements (49 CFR Part 663).

1.2.2 Specifications:
The vehicles to be provided under the resultant contract(s) must be in accordance with the applicable technical specifications for paratransit minivan type vehicles, MV (2015), a copy of which is attached to the solicitation bulletin posting and is incorporated by reference as part of this solicitation.

1.2.3 Venue and Jurisdiction:
All work done pursuant to any contract resulting from this solicitation will be controlled and governed by the laws of the State of Illinois.

1.2.4 Production Line Quality Assurance Inspection:
The Agency shall be represented at the contractor’s plant by resident inspector(s). They shall monitor, in the contractor’s plant, the manufacture of the vehicles built under this procurement. The resident inspector(s) shall have access to engineering and quality assurance files, be authorized to approve the pre-delivery acceptance tests, and to release the vehicles for delivery to a state designated facility for final inspection. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects, and any other pertinent matter. The resident inspector(s) may participate in, or conduct, the following quality assurance and specification compliance related activities and other such activities as deemed necessary by the Agency, before, during and after manufacture, assembly and tests:

- Component Inspection
- Subassembly Manufacture and Assembly
- Vehicle Assembly
- Visual and Measured Inspection and Audit
- Component and Subsystem Operation Inspection
- Contractor’s Tests, Including Water Leak Test
- Pre-Delivery Tests
- Road Tests
- Final Delivery, Inspection and Release
- Post-Delivery Tests

State of Illinois IFB
Contract: Description of Supplies and Services
V. 15.2
The presence of these resident inspectors in the plant shall not relieve the contractor of its responsibility to meet all of the requirements of this procurement.

Approximately 30 days prior to the beginning of vehicle manufacture, the resident inspectors shall meet with the contractor's quality assurance manager. They shall review the inspection procedures and checklists. The resident inspectors may begin monitoring vehicle construction activities approximately two weeks prior to the start of vehicle fabrication.

The contractor shall provide office space for the resident inspectors in close proximity to the final assembly area. This office space shall be equipped with desks, outside and interplant telephones, file cabinet, chairs, and clothing lockers sufficient to accommodate the resident inspector staff.

1.2.5 **Labels:**
The contractor will not place its name stencil, stamping, or marking of any type as advertisement on any of the merchandise of vehicle, other than concealed trademarks or trade names normally installed by the contractor.

1.2.6 **Training, Title Documents and Acceptance:**
Prior to the final acceptance of the vehicle, the Illinois Department of Transportation and the contractor shall schedule a training session for the vehicle recipient. Contractor shall provide comprehensive training covering features, operations, maintenance, and warranty of the vehicle and all components. The trainer shall be qualified to address each of the training subjects.
On the scheduled dates and locations, the contractor's representative shall also be available to advise the recipients, to provide each recipient with the title documents, and to receive notice of acceptance or non-acceptance.

1.2.7 **Payments:**
Upon vehicle acceptance and receipt of invoice, a requisition for state and federal grant funds necessary for payment will be processed.

1.2.8 **Pre-Award Plant Inspection:**
Following the bid opening and as a condition of award, the contractor shall allow the Agency's representative to perform plant inspections, verifying the integrity and responsiveness of the manufacturing processes and quality assurance plans.

1.2.9 **Delivery Specifications (Including Schedules and Guarantees)**

How many calendar days after receipt of order(s) will it take for manufacture of prototype or pilot vehicle?

| Days | 90-120 |

How many calendar days after approval of prototype or pilot vehicle will vehicle order(s) be delivered?

| Days | 30-60 |

1.2.10 **Where Supplies and/or Services are to be Delivered**
The contractor shall be responsible for the delivery of the vehicles to a mutually agreed-upon location within the State of Illinois, as designated in orders placed against the resultant contract. The contractor shall advise the Illinois Department of Transportation, Division of Public and Intermodal Transportation of the delivery date at least 30 days prior to scheduled delivery.
If any vehicle is delivered incomplete, or in non-conformance with specifications or contains any defective or damaged parts, the contractor shall, at its expense, furnish and replace such parts as acceptable to the receiving entity. The receiving entity shall not be required to furnish space, labor or material to perform contractor's obligations.

1.2.11 **Escalation:** Contract prices must remain firm at minimum for the first six months of the contract. Increases and decreases in the chassis cost may be submitted after the first six months of the contract. Increases and decreases in all other vehicle costs may be submitted after the first twelve months of the contract. If the award decision goes beyond ninety (90) calendar days from the bid
opening date, the time beyond ninety (90) calendar days shall be deducted from the above-specified, firm pricing periods, thereby reducing the firm pricing periods accordingly. After these periods, the price(s) is subject to the following changes.

The Contractor may be allowed to adjust the purchase price (up or down) of each vehicle in the event of changes in cost attributable to any of the following conditions:

1) A documented inflationary increase in the overall cost of building the vehicle, as determined by the national Producer Price Index (PPI) for Motor Vehicle Body Manufacturing (Series ID: PCU336211336211).

The Contractor shall be entitled to adjust the price of each vehicle to account for manufacturing cost increases due to inflation. The price adjustment shall be based on the percentage increase in the national PPI, from the execution date of the contract up to the date that the price adjustment is requested. The price adjustment shall be computed by applying the PPI percentage increase to the cost of the vehicle (as specified in the original contract award), less the documented cost of the OEM chassis or major chassis components as defined in Item 2) in the next paragraph. The Contractor is responsible for notification of price reductions as well as price increases.

2) A documented increase or decrease in the cost of the OEM chassis or, if applicable, the cost of major chassis components.

The Contractor shall be entitled to adjust the price of each vehicle to account for changes in the cost of either the OEM chassis or, for a Contractor constructing a chassis, in the combined cost of the engine, transmission, axles and frame rails. The price adjustment can be an increase or a decrease dependent upon the overall changes in costs. The Contractor shall submit written documentation to establish the change in the cost of the OEM chassis, or the combined cost of the major chassis components, from the execution date of the contract up to the date the price adjustment is requested. The State reserves the right to request documentation such as invoices, published price lists or any other written evidence supporting the requested price change. The Contractor is responsible for notification of price reductions as well as price increases.

3) A documented increase or decrease in the cost of vehicle equipment (other than major chassis components or design features) due to design, technology and/or manufacturing process improvements, as requested by the Agency.

The Agency may request changes in vehicle equipment due to improvements in design, technology and/or manufacturing processes or changes in state, federal law or regulations. The Contractor shall adjust the price of each vehicle to account for equipment changes requested by the State. The price adjustment can be an increase or a decrease dependent upon the overall changes in equipment costs. The Contractor shall provide written documentation to establish the change in the cost of specific equipment items, from the execution date of the contract up to the date the price adjustment is requested. The State reserves the right to request documentation such as invoices, published price lists or any other written evidence supporting the requested price change. The Contractor is responsible for notification price reductions as well as price increases.

In all cases, the approval must be given from the Department of Transportation to reflect any price adjustments. Such approval shall be in the form of an amendment issued by the Department of Transportation. If the Contractor has accumulated a large number of complaints for non-delivery, the claim may be denied until such time that all past complaints are resolved to the satisfaction of the Department. In any event, the claim for adjustment shall not apply to orders already placed.

The Department may require from the vendor documented evidence from the purchasing/receiving offices of other states or customers verifying that the price paid by IDOT for its' vehicle is comparable.
to the price paid by others for similarly-equipped paratransit vehicles. This documented evidence may include but not limited to contracts and invoices showing the price paid by others for such vehicles. If a direct price match cannot be established based on different major equipment between two vehicles being compared, the Vendor shall provide a matrix showing the cost differences for each major equipment (i.e., the cost of air conditioning would added or subtracted from the bus price as needed to reflect a baseline comparison).

All economic adjustment claims shall be submitted in writing and sent via first class mail, overnight delivery or e-mail to the Illinois Department of Transportation, Bureau of Business Services, attn: Mark Windsor, 2300 S.Dirksen Parkway, Room 302, Springfield, IL 62764; phone 217-785-7080; e-mail mark.windsor@illinois.gov.

1.3. **MILESTONES AND DELIVERABLES:** Not Applicable

1.4. **VENDOR / STAFF SPECIFICATIONS:** Not Applicable

1.5. **TRANSPORTATION AND DELIVERY:** See Section 1.2.10 for details.

1.6. **SUBCONTRACTING**

Subcontractors Choose an item allowed.

1.6.1. Will subcontractors be utilized? □ Yes □ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of $50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A
  
  Amount to Be Paid: N/A
  
  Address: N/A
  
  Description of Work: N/A

- Subcontractor Name: N/A
  
  Amount to Be Paid: N/A
Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor’s Financial Disclosures and Conflicts of Interest to the State.

1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor’s Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States. Please estimate as best as possible the dollar value or the percentage of the total bid cost at each location where services will be performed.

- Location where services will be performed: United States
  
  Value of services performed at this location: 100%

- Location where services will be performed: N/A
  
  Value of services performed at this location: N/A
2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract and based on the following method of award. Award will be made to the low responsible and responsive bidder for the vehicle and required equipment options. The vehicles to be provided under the resultant contract must be in accordance with the applicable technical specifications for paratransit minivan type vehicles, dated MV (2015), a copy of which attached to the solicitation bulletin posting and is incorporated by reference as part of this solicitation. The estimated value of the resultant contract exceeds $50,000 annually. Please ensure that your firm has registered with the State Board of Elections.

2.1.2 Pricing shall be submitted in the following format:

<table>
<thead>
<tr>
<th>Description of Items To Be Priced</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paratransit minivan in accordance with technical specifications MV (2015).</td>
<td></td>
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<tr>
<td>Option A for Paratransit Minivan – Engine Block Heater, in accordance with Department specifications, Section 2.2.1.3</td>
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<td>Option B for Paratransit Minivan – Power Operated Ramp Entrance Door, in accordance with Department specifications, Section 3.3.5.4.4</td>
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<td>Option C for Paratransit Minivan – Power Driver’s Seat, Section 3.3.9.3.1</td>
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</tr>
<tr>
<td>Total for Paratransit Minivan and Required Options</td>
<td>275</td>
<td>Each</td>
<td>$38,176.00</td>
<td>$10,498,400.00</td>
</tr>
</tbody>
</table>

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR’S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1 Vendor’s Price for the Initial Term: $10,498,400.00

2.5.2 Renewal Compensation: Not applicable for this procurement.

2.5.2.1 Agency/University Formula for Determining Renewal Compensation: Not applicable.

2.5.2.2 Vendor’s Price for Renewal(s): Not applicable
2.6 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed $15,000,000 without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.
3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of Upon Execution to 48 months after execution. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed four (4) years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: Not applicable for this procurement.

3.2.1. (Not applicable) Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor’s option.

3.2.2. (Not applicable) Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. (Not applicable) The State reserves the right to renew for a total of Click here to enter text years in any one of the following manners:

3.2.3.1 (Not applicable) One renewal covering the entire renewal allowance;

3.2.3.2 (Not applicable) Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 (Not applicable) Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State’s satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State’s written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency’s funding by reserving some or all of the Agency’s appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.
4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor’s sole remedy for late payments by the State. Payment terms contained in Vendor’s invoices shall have no force or effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL’s official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (http://www.state.il.us/agency/ldo/index.htm) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency’s/University’s Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.
Send invoices to:

<table>
<thead>
<tr>
<th>Agency/University:</th>
<th>Illinois Department of Public and Intermodal Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Mike Healy</td>
</tr>
<tr>
<td>Address:</td>
<td>100 W Randolph, Suite 6-600</td>
</tr>
<tr>
<td>City, State Zip</td>
<td>Chicago, IL 60601</td>
</tr>
</tbody>
</table>

4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor’s or subcontractor’s books and records. 30 ILCS 500/20-65.
4.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted
attorneys’ fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor’s negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days’ notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker’s Compensation Insurance in the amount required by law. Insurance shall not limit Vendor’s obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency’s director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor’s and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights’ Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.


4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor’s rights, title and interest to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.20 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State’s and the Vendor’s terms, conditions and attachments, the State’s terms, conditions and attachments shall prevail.

4.21 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor’s performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
4.22 **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.23 **SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.24 **WARRANTIES FOR SUPPLIES AND SERVICES:**

4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney’s fees and expenses, arising from failure of the supplies to meet such warranties.

4.24.2. Vendor shall ensure that all manufacturers’ warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State’s payment, acceptance, inspection or failure to inspect the supplies.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor’s ability to perform this contract.

4.26 **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
5. STATE SUPPLEMENTAL PROVISIONS

☐ Agency/University Definitions

Click here to enter text.

☒ Required Federal Clauses, Certifications and Assurances

Supplemental Terms and Conditions for Paratransit Vehicles (Federal Provisions)

5.1.1 Standard Assurances. These federal provisions include, in part, certain standard terms and conditions required by U.S. DOT, whether or not expressly set forth in the following provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F 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 the resultant contract. The contractor shall not perform any act, fail to perform any act or refuse to comply with any of the State’s requests which would cause the State to be in violation of the FTA terms and conditions.

5.1.2 Buy America Requirements. The contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. A bidder or offeror must submit to the State the Buy America certification (attached) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

5.1.3 Cargo Preference Requirements. The contractor agrees to the following:

(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 State (through the contractor in the case of a subcontractor’s bill-of-lading.)

(c) To include these requirements in all subcontracts issued pursuant to the resultant contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

5.1.4 Clean Water. For all contracts and subcontracts exceeding $100,000, VENDOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.
5.1.5 **Bus Testing.** The contractor or manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CRF Part 665 and shall perform the following:

(a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the State at a point not less than one month prior to the contractor's final production of the first vehicle.

(b) A manufacturer who released a report under (a) above shall provide notice to the operator of the testing facility that the report is available to the public.

(c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the State prior to the State's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

(d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the State of such a vehicle and the details of that vehicle's configuration and major components.

(e) The contractor shall submit a certification of compliance with FTA's bus testing requirements (attached).

5.1.6 **Pre-Award and Post Delivery Audits Requirements.** The contractor agrees to comply with 49 U.S.C. 5323(1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following:

(a) The contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the bidder/offor certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly (certification attached).

(b) The contractor shall submit evidence that it will be capable of meeting the bid specifications.

(c) **Federal Motor Vehicle Safety Standards (FMVSS):** The contractor shall submit:

1) Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or

2) Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.
5.1.7 Access to Records and Reports.

(a) Contractor agrees to provide the State, the FTA administrator or his authorized representatives, including any PMO contractor, access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302 (a), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5310, 5311, 5316 or 5317. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

(b) Where the State enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and grantee is an institution of higher education, a hospital or other non-profit organization and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 19.48, contractor agrees to provide the State, FTA administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

(c) Where the State as an FTA recipient in accordance with 49 U.S.C. 5325 (a), enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the contractor shall make available records related to the contract to the purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(d) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(e) The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the purchaser, the FTA administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. This is referenced under 49 CFR 18.391(1)(11).

5.1.8 Federal Changes. Contractor shall at all times comply with all FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement (Form FTA MA (2) dated October, 1995) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to so comply shall constitute a material breach of the contract.

5.1.9 Clean Air. For all contracts and subcontracts exceeding $100,000, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7601 - 7671q).

5.1.10 Contract Work Hours and Safety Standards Act.

(a) 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.
(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth under paragraph 1 of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth under 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 for forty hours without payment of the overtime wages required by the clause set forth under paragraph (a) of this section.

(c) Withholding for Unpaid Wages and Liquidated Damages. The State 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 under paragraph (b) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.

5.1.11 No Government Obligation to Third Parties. The purchaser 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 the contract and shall not be subject to any obligations or liabilities to the purchaser, 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5.1.12 False or Fraudulent Statements or Claims. The VENDOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the VENDOR the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. VENDOR agrees to include this clause in all state and federal assisted contracts and subcontracts.

5.1.13 Changed Conditions Affecting Performance. The VENDOR shall immediately notify the Department of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

5.1.14 Third Party Disputes or Breaches. The VENDOR agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the VENDOR. The VENDOR will notify FTA and the Department of any current or prospective major
dispute pertaining to any third party contract. If the VENDOR seeks to name the
Government as a party to the litigation, the VENDOR agrees to inform both FTA
and the Department before doing so. The Government retains a right to a
proportionate share of any proceeds derived from any third party recovery.
Unless permitted otherwise by the Government, the VENDOR will credit the
Project Account with any liquidated damages recovered. Nothing herein is
intended to nor shall it waive FTA's or the Department's immunity to suit.

5.1.15 **Non-Waiver.** The VENDOR agrees that in no event shall any action or inaction
on behalf of or by the Department, including the making by the Department of
any payment under this Agreement, constitute or be construed as a waiver by
the Department of any breach by the VENDOR of any terms of this Agreement
or any default on the part of the VENDOR which may then exist; and any action,
including the making of a payment by the Department, while any such breach or
default shall exist, shall in no way impair or prejudice any right or remedy
available to the Department in respect to such breach or default. The remedies
available to the Department under this Agreement are cumulative and not
exclusive. The waiver or exercise of any remedy shall not be construed as a
waiver of any other remedy available hereunder or under general principles of
law or equity.

5.1.16 **Energy Conservation.** To the extent applicable, the VENDOR and its third
party contractors at all tiers shall comply with mandatory standards and policies
relating to energy efficiency that are contained in applicable state energy
conservation plans issued in compliance with the Energy Policy and
Conservation Act, 42 U.S.C. Section 6321 et seq.

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

5.1.18 **Debarment, Suspension, and Other Responsibility Matters.** The following
provisions pertain to lower tier covered transactions (third party contracts over
$100,000):

(a) The contractor certifies with submission of the bid that the prospective lower tier
participant is not debarred, suspended, declared ineligible, or voluntarily
excluded from participation in this covered transaction unless authorized in
writing by the State. If it is later determined that the prospective lower tier
participant knowingly rendered erroneous information, in addition to other
remedies available to the federal government, the State may pursue available
remedies, including suspension and/or debarment.

(b) The prospective lower tier participant shall provide immediate written notice to
the State if at any time the prospective lower tier participant learns that its
certification was erroneous when submitted or has become erroneous by reason of
changed circumstances.

(c) The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier
covered transaction”, “participant”, “persons”, “principal”, “proposal”, and
“voluntarily excluded” as used in this section have the meanings set out in the
definitions and coverage sections of rules implementing Executive Order 12549
[49 CFR Part 29].

(d) With submission of the bid proposal the prospective lower tier participant agrees
that should the proposed covered transaction be entered into, it shall not
knowingly enter into any lower tier covered transaction with a person who is
debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the State.

(e) The prospective lower tier participant further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by the U.S. General Service Administration.

(f) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(g) Except for transactions authorized under paragraph 5 of this provision, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the federal government, the State may pursue available remedies including suspension and/or debarment.

5.1.19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction.

(a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its "principals" [as defined at 49 C.F.R. 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to the bid.

5.1.20 Civil Rights Requirements.

(a) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and 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, creed, national origin, sex, age or disability. In addition, the contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity – The following apply to this resultant contract:

(which implement Executive Order No. 11246, "Equal Employment Opportunity"); as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", 42 U.S.C. 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. 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, creed, national origin, or sex. 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. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

2) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 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.

3) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act", 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(c) The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

5.1.21 DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 and as amended in section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this resultant contract. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 and as amended in section 106(c) of the STURAA of 1987 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of U.S. DOT assisted contracts.


5.1.23 Transit Vehicle Manufacturer (TVM) Certification. The contractor agrees to comply with all the requirements of 49 CFR 23.67, as they apply to the procurement of transit vehicles under this resultant contract, including but not limited to, furnishing the vehicle purchaser with a certification that it is in full compliance with all the regulatory requirements of 49 CFR 23.67.

5.1.24 Environmental Protection. The contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 et seq. Consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality", 42 U.S.C. 4321 note; FTA

5.1.25 Access Requirements for Persons with Disabilities (ADA). The contractor agrees to comply with the requirements of 49 U.S.C. 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The contractor also 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 and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

(a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)", 49 C.F.R. Part 37

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance", 49 C.F.R. Part 27


(d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35

(e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities", 28 C.F.R. Part 36

(f) U.S. GSA regulations, "Accommodations for the Physically Handicapped", 41 C.F.R. Subpart 101-19


(h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled", 47 C.F.R. Part 64, Subpart F

(i) FTA regulations, "Transportation for Elderly and Handicapped Persons", 49 C.F.R. Part 609

(j) Any implementing requirements FTA may issue

5.1.26 Notification of Federal Participation. In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the contractor agrees to specify the amount of federal assistance to be used in financing that acquisition of goods and services and to express the amount of that federal assistance as a percentage of the total cost of that third party contract.

5.1.27 Recovered Materials. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
5.1.28 Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, the Vendor certifies that it:
(a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
(b) Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
(d) Will initiate and complete the work within the applicable project time periods;
(e) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
   • Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
   • Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
   • The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
   • The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;
   • Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
   • Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
   • Any other nondiscrimination statute(s) that may apply to the project.

5.1.29 CERTIFICATION REGARDING LOBBYING:

As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Vendor's authorized representative certifies to the best of his or her knowledge and belief that
for each contract for federal assistance exceeding $100,000:
(a) No federal appropriated funds have been or will be paid by or on behalf of the Vendor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
(b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Vendor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
(c) The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements).

The Vendor understands that this certification, and the attached lobbying certification form for contracts greater than $100,000, is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Vendor also understands that any person who fails to file a 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.

5.1.30 CONTROL OF PROPERTY:
Vendor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

5.1.31 COST PRINCIPLES:
The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

5.1.32 DAVIS-BACON ACT:

5.1.33 DEBARMENT:
Vendor shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. Vendor certifies that to the best of its knowledge and belief, Vendor and Vendor's principals:
a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal Agency/Buyer or agency;
b) within a three-year period preceding this Contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or
state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above;
d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
The inability of a prospective Vendor to certify to the certification in this section will not necessarily result in denial of participation in this Contract. The prospective Vendor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Agency/Buyer determined whether to enter into this transaction. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency/Buyer may terminate this Contract for cause. The Vendor shall provide immediate written notice to the Agency/Buyer if at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this Section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Vendor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Agency/Buyer. The Vendor agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the Agency/Buyer, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Vendor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless Vendor knows the certification is erroneous. Vendor may decide the method and frequency by which it determines the eligibility of its principals. Each Vendor may, but is not required to, check the Non-procurement List. If a Vendor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Agency/Buyer may terminate this Contract for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

5.1.34 DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE:
In accordance with 49 CFR 26.13(a), as amended, the Vendor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Vendor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third
party contracts and sub agreements supported with Federal assistance derived from the U.S. DOT. The Vendor's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a Part of this Contract for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Vendor, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification by the Federal Government or the Agency/Buyer to the Vendor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

5.1.35 DRUG FREE WORKPLACE:
The Vendor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 C.F.R. 32.

5.1.36 INTELLIGENT TRANSPORTATION SYSTEMS PROGRAM:
As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
(a) In accordance with Section 5206(e) of TEA-21, 23 U.S.C. 502 note, the Vendor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1455 et seq., January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, title V, subtitle C, 23 U.S.C. 502 note.
(b) With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, title V, subtitle C, 23 U.S.C. 502 note, the Vendor assures that is will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

5.1.37 NONDISCRIMINATION ASSURANCE:
As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Vendor assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Vendor receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Vendor retains ownership or possession of the project property,
whichever is longer, the Vendor assures that:
(a) Each project will be conducted, property acquisitions will be undertaken, and
project facilities will be operated in accordance with all applicable requirements of 49
U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its
entire facility and to facilities operated in connection with the project. (b) It will
promptly take the necessary actions to effectuate this assurance, including notifying
the public that complaints of discrimination in the provision of transportation-related
services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT
or FTA, the Vendor assures that it will submit the required information pertaining to its
compliance with these requirements. (c) It will include in each sub agreement,
property transfer agreement, third party contract, third party subcontract, or
participation agreement adequate provisions to extend the requirements of 49 U.S.C. 
5332 and 49 CFR Part 21 to other parties involved therein including any sub
recipient, transferee, third party contractor, third party subcontractor at any level,
successor in interest, or any other participant in the project. (d) Should it transfer real
property, structures, or improvements financed with federal assistance to another
party, any deeds and instruments recording the transfer of that property shall contain
a covenant running with the land assuring nondiscrimination for the period during
which the property is used for a purpose for which the federal assistance is extended
or for another purpose involving the provision of similar services or benefits. (e) The
United States has a right to seek judicial enforcement with regard to any matter
arising under the Act, regulations, and this assurance. (f) It will make any changes in
its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may
request.

5.1.38 NONDISCRIMINATION ON THE BASIS OF DISABILITY:
As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in
Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 
at 49 CFR 27.9, the Vendor assures that, as a condition to the approval or extension
of any Federal assistance awarded by FTA to construct any facility, obtain any rolling
stock or other equipment, undertake studies, conduct research, or to participate in or
obtain any benefit from any program administered by FTA, no otherwise qualified
person with a disability shall be, solely by reason of that disability, excluded from
participation in, denied the benefits of, or otherwise subjected to discrimination in any
program or activity receiving or benefiting from Federal assistance administered by
the FTA or any entity within U.S. DOT. The Vendor assures that project
implementation and operations so assisted will comply with all applicable
requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973,
as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990,
as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49
CFR parts 27, 37, and 38, and any applicable regulations and directives issued by
other Federal Agency/Buyers or agencies.

5.1.39 PROCUREMENT COMPLIANCE CERTIFICATION:
The Vendor certifies that its procurements and procurement system will comply with
all applicable third party procurement requirements of Federal laws, executive orders,
regulations, and FTA directives, and requirements, as amended and revised, as well
as other requirements FTA may issue including FTA Circular 4220.1E, "Third Party
Contracting Guidelines," and any revisions thereto, to the extent those requirements
are applicable. The Vendor certifies that it will include in its contracts financed in
whole or in part with FTA assistance all clauses required by Federal laws, executive
orders, or regulations, and will ensure that each sub recipient and each contractor will
also include in its sub agreements and its contracts financed in whole or in part with
FTA assistance all applicable clauses required by Federal laws, executive orders, or
regulations.
5.1.40 STANDARD ASSURANCES:
The Vendor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Vendor agrees that the most recent federal requirements will apply to the project.

5.1.41 ADDITIONAL VENDOR PROVISIONS:
(a) Vendor shall comply with all federal environmental standards, to the extent applicable to the project, including but not limited to:

- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system.

(b) Vendor shall comply with all other federal statutes, to the extent applicable to the project, including but not limited to:

- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;

The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

All of the requirements listed in this section apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

The following certifications are to be completed and are to become a part of the resultant contract:
A. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS FOR TRANSIT VEHICLE MANUFACTURERS (TVM)

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, as a condition of being authorized to respond to this solicitation, the bidder on behalf of the Transit Vehicle Manufacturer, must certify by completing the form DBE Approval Certification, that the TVM has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

DBE Approval Certification

I hereby certify that the Transit Vehicle Manufacturer included in this bid has complied with the requirements of 49 CFR 26. Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Name and title of the Bidder’s authorized official:

Midwest Transit Equipment, Inc.

Kevin Mansfield

Asst. Director Governmental Sales

Name- Manufacturer

Name - Individual

Authorized signature

10/22/2015
A. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS FOR TRANSIT VEHICLE MANUFACTURERS (TVM)

Pursuant to Title 49, Code of Federal Regulations, Part 26.49, as a condition of being authorized to respond to this solicitation, the bidder on behalf of the Transit Vehicle Manufacturer, must certify by completing the form DBE Approval Certification, that the TVM has on file with the Federal Transportation Administration (FTA) an approved or not disapproved annual disadvantaged business enterprise (DBE) subcontracting participation goal.

DBE Approval Certification

I hereby certify that the Transit Vehicle Manufacturer included in this bid has complied with the requirements of 49 CFR 26, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Name and title of the Bidder's authorized official:

<table>
<thead>
<tr>
<th>The Braun Corporation</th>
<th>Commercial Vehicle Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name - Manufacturer</strong></td>
<td><strong>Title</strong></td>
</tr>
<tr>
<td>Andy Conner</td>
<td></td>
</tr>
<tr>
<td><strong>Name - Individual</strong></td>
<td>10/13/15</td>
</tr>
<tr>
<td>[Signature]</td>
<td>Date</td>
</tr>
</tbody>
</table>
Certification requirements for procurement of steel or manufactured products

If steel, iron, or manufactured products (as defined in Sec. Sec. 661.3 and 661.5 of the Buy America requirements are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in Sec. 661.13(b) of this part.

CERTIFICATE OF COMPLIANCE WITH FTA BUY AMERICA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: 10/22/2015
Signature: [Signature]
Company Name: Midwest Transit Equipment, Inc.
Title: Assistant Director of Governmental Sales

Certificate for Non-Compliance with Buy America Requirements

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

Date: 
Signature: 
Company Name: 
Title: 

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at $100,000.)
Certification requirements for procurement of steel or manufactured products

If steel, iron, or manufactured products (as defined in Sec. Sec. 661.3 and 661.5 of the Buy America requirements are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in Sec. 661.13(b) of this part.

CERTIFICATE OF COMPLIANCE WITH FTA BUY AMERICA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date: 10/13/15
Signature: [Signature]
Company Name: The Braun Corporation
Title: Commercial Vehicle Manager

Certificate for Non-Compliance with Buy America Requirements

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

Date: ________________
Signature: ______________________________
Company Name: __________________________
Title: ________________________________

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at $100,000.)
CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: 10/22/2015

Signature: [Signature]

Company Name: Midwest Transit Equipment, Inc.

Title: Assistant Director of Governmental Sales
CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: 10/13/15

Signature: [Signature]

Company Name: The Braun Corporation

Title: Commercial Vehicle Manager
CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR Part 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 81 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Midwest Transit Equipment, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Kevin Mansfield

Assistant Director of Governmental Sales, Name and Title of Contractor’s Authorized Official

10/22/2015 Date
CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR Part 20

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, The Braun Corporation, or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

[Signature]

Signature of Contractor's Authorized Official

[Name and Title of Contractor's Authorized Official]

[Date]

State of Illinois IFB
Contract: Standard Business Terms and Conditions
V. 15.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

(if the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) THE VENDOR, Midwest Transit Equipment, Inc., CERTIFIES OR AFFIRMS THE

TRUTHFULNESS AND ACCURACY OF THE CONTENTS OR THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C.

SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO:

Kevin Mansfield
Signature of Vendor's Authorized Official

Assistant Director of Governmental Sales

Typed Name and Title of Vendor's Authorized Official

The undersigned chief counsel for the

Midwest Transit Equipment, Inc., hereby certifies that the

Official and company named above has authority under State and local law to comply with the subject assurances and the certification above has been legally made.

Daniel J. Hofmeister, ReedSmith LLP, 10 South Wacker Drive, Suite 4000, Chicago, IL 60606
Typed Name of Applicant’s Attorney

10/22/2015
Date

10/22/2014
Date

State of Illinois IFB
Contract: Standard Business Terms and Conditions
V. 15.2
Department of Transportation Use Only

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☑ Yes ☐ No

Amount of Federal funds: $8,000,000.00 (estimated)

Federal Project Number: Various

Name of Project: Consolidated Vehicle Procurement Program

CFDA Number*, Federal Agency, Program Title: 20.509, 20.513, 20.526

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133

NOTICE

- Do not submit this certification to the department with your signed contract.
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, such non-federal entities that expend $500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended $500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

This is an annual requirement for every year in which you expended funds for this project.
2. If your agency did not expend $500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement on the following page.

This is an annual requirement for every year in which you expended funds for this project.

3. If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Audit Coordination Section, Rm. 303
2300 South Dirksen Parkway
Springfield, IL 62704

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

4. Independent Auditor’s Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, is applicable.

For your convenience, you may also submit the information via email to DOT AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.
NOTICE

- Do not submit this certification to the department with your signed contract.
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required

I certify that _____________________________ did not expend $500,000 or more in federal awards in our fiscal year __________ and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: __________________________________________________________

Contact Person: __________________________ Title: __________________________

Address: ____________________________________________________________

Phone No. __________________________  Fax No. __________________________

Fiscal Year End: _______________

Email address: ________________________________
5.1.43 AGENTS AND EMPLOYEES:
Vendor shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of Vendor’s duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the Agency/Buyer determines that any individual performing services for Vendor hereunder is not providing such skilled services, it shall promptly so notify Vendor and Vendor shall replace that individual.

5.1.44 PUBLICITY:
Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Agency/Buyer nor shall the Agency/Buyer’s name be used in any such advertisement or solicitation without prior written approval except as required by law.

5.1.45 CONSULTATION:
Vendor shall keep the Agency/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Agency/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.1.46 ACCOUNTING:
The Vendor shall be responsible for utilizing the appropriate provisions contained in Title 48, Code of Federal Regulations, subpart 31, as amended (Contract Cost Principles and Procedures) with respect to all costs associated with supplies and/or services the Vendor provides to the Agency/Buyer pursuant to the terms of this contract. The Vendor shall also maintain a proper accounting system in accordance with generally accepted accounting standards or Agency/Buyer directives. Information regarding the cost principles in Title 48, Code of Federal Regulations, subpart 31 (Contract Cost Principles and Procedures) may be viewed at the following website: http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/31.htm#P0_0

5.1.47 THIRD PARTY BENEFICIARIES:
There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency/Buyer and the Vendor.

5.1.48 SUCCESSORS IN INTEREST:
All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

5.1.49 VENDOR’S TERMINATION DUTIES:
The Vendor, upon receipt of notice of termination or upon request of the Agency/Buyer, shall:

5.1.49.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without
limitation, results accomplished, conclusions resulting therefrom, any other matters the Agency/Buyer may require;

5.1.49.2 Immediately cease using and return to the Agency/Buyer any personal property or materials, whether tangible or intangible, provided by the Agency/Buyer to the Vendor;

5.1.49.3 Comply with the Agency/Buyer’s instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;

5.1.49.4 Cooperate in good faith with the Agency/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

5.1.49.5 Immediately return to the Agency/Buyer any payments made by the Agency/Buyer for services that were not rendered by the Vendor.

5.1.50 **OVERTIME:**

Any overtime costs shall be incurred by the vendor.

5.1.51 **PURCHASE OF EQUIPMENT AND MAINTENANCE ASSURANCE:**

5.1.51.1 Not applicable

5.1.51.2 The Agency/Buyer reserves the right to maintain any equipment purchased under this Contract using Agency/Buyer personnel or third party maintainers. In such case, Vendor shall provide the Agency/Buyer or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The Agency/Buyer reserves the right to return to Vendor’s maintenance following written certification by Vendor that the equipment is eligible for Vendor’s maintenance. Vendor’s standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for Vendor’s maintenance shall apply. Exercise of these rights by the Agency/Buyer shall be without penalty or sanction by Vendor.

5.1.51.3 If Vendor discontinues service or maintenance of equipment or software provided under this Contract, Vendor shall provide to the Agency/Buyer at no cost adequate documentation and access to specialized or proprietary tools to allow the Agency/Buyer or a subcontractor to maintain the equipment or software. This provision shall not apply if Vendor arranges for continued service and maintenance through another Vendor and at a price acceptable to the Agency/Buyer and in a manner which is consistent with the Illinois Procurement Code, the State’s applicable rules and the terms of this Contract. Any assignment made pursuant to this paragraph, must be approved by the Department and if an amendment is deemed necessary and appropriate, it must be duly executed by both parties.

5.1.52 **USE OF THIRD PARTIES:**

5.1.52.1 The Agency/Buyer acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor’s obligations under this Contract. However, all subcontracts shall be subject to prior approval by the Agency/Buyer, so the Vendor must obtain the Agency/Buyer’s prior written consent before allowing any Third Party to perform any of the Vendor’s obligations under this Contract.

5.1.52.2 A Vendor who obtains the Agency/Buyer’s prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor’s obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Agency/Buyer for review and approval upon request. The Agency/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause.
5.1.53 **USE OF WORK PRODUCT:**

Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:

5.1.53.1 Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;

5.1.53.2 With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;

5.1.53.3 To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;

5.1.53.4 Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

5.1.53.5 Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

5.1.53.6 The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and

5.1.53.7 Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

☐ Other (describe)

Click here to enter text.
SECTION 2. OFFER TO THE STATE OF ILLINOIS

Project Title / Reference #: Paratransit Minivan Contract Establishment Rebid/22036571

The undersigned authorized representative of the identified Bidder hereby submits this Offer to the State of Illinois to perform in full compliance with the subject solicitation. By completing and signing this form, Bidder makes an Offer to the State of Illinois that the State may accept.

Bidder should use this Form as a final check to ensure that all required documents are completed and included with the Bid. Bidder must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Bidder understands that failure to meet all requirements is cause for disqualification.

B.1 SOLICITATION AND CONTRACT REVIEW

Bidder has reviewed the Solicitation and Contract, including all referenced documents and instructions, filled in all relevant blanks, and provided any requested information.

☒ Yes ☐ No

B.2 ADDENDA

Bidder has taken into account any and all addendums to the solicitation in making this Bid.

☒ Yes ☐ No ☐ N/A

B.3 BIDDER CONFERENCE

If attendance was mandatory, Bidder attended the Bidder Conference.

☐ Yes ☐ No ☒ N/A

B.4 BID SUBMISSION

Bidder has packaged the Bid in a properly labeled container, addressed to the correct location, included the correct number of copies, and allowed enough time for delivery by the due date and time.

☒ Yes ☐ No

B.5 FORMS A or FORMS B: Bidder is properly submitting either Forms A or Forms B, but not both.

☒ Yes ☐ No

B.6 BOND

If applicable, Bidder has submitted its Bid Bond or Performance Bond.

☐ Yes ☐ No ☒ N/A

B.7 SMALL BUSINESS SET-ASIDE

Bidder is a qualified small business in the Small Business Set-Aside Program at the time Bids are due.

☐ Yes ☐ No ☒ N/A
STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS

B.8 PACKET 1 – CONTRACT

☒ Yes ☐ No

☐ Yes ☐ No ☐ N/A

B.9 PACKET 2 – OFFER

☒ Yes ☐ No

☒ Yes ☐ No

☐ Yes ☐ No ☐ N/A

☐ Yes ☐ No ☐ N/A

B.10 PACKET 3 – FORMS A

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

☒ Yes ☐ No

B.11 PACKET 3 – FORMS B

☐ Yes ☒ No

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

B.12 PACKET 4 – BEP UTILIZATION PLAN

☐ Yes ☒ No

☐ Yes ☐ No ☐ N/A

B.13 PACKET 5 – VSB UTILIZATION PLAN

☐ Yes ☒ No

State of Illinois IFB
SECTION 2. part B. Offer to the State of Illinois
V.15.2
B.13.2 Veteran Small Business Participation and Utilization Plan □ Yes □ No ✗ N/A

B.14 CONTRACT SIGNATURE
Bidder has signed and filled out all Vendor information on the CONTRACT SIGNATURES page.
☒ Yes ☐ No

B.15 SUBCONTRACTING
Bidder has indicated if subcontractors will be used and provided all requested information.
☐ Yes ☐ No ✗ N/A

B.16 LOCATION OF PERFORMANCE
Bidder has provided the location and known or anticipated value of services to be performed.
☒ Yes ☐ No

B.17 REFERENCES
Bidder has enclosed references and all pertinent contact information for the references.
☒ Yes ☐ No ✗ N/A

B.18 PRICING
Bidder has completed the PRICING part of the CONTRACT.
☒ Yes ☐ No

B.19 EXCEPTIONS
In preparing the Bid, Bidder has taken (check one box below):
☒ No Exceptions
☐ Exceptions to the State's language or requirements; Exceptions must be provided on the State's form (Section 3, Part C.1) or must be in a substantially similar format. The State discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Bidder's Bid.

B.20 REQUEST FOR CONFIDENTIAL TREATMENT
Bidder has supplied an additional copy of the Bid with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State...
harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Bidder's request.

☐ No, Bidder is not requesting confidential treatment for this Bid

☐ Yes, Bidder is seeking confidential treatment for portions of this Bid

B.21 PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Bidder make any claims for preferences? If so, please mark the applicable preference(s) and include the list of items that qualify for the preference at the end of this section and a description of why the preference applies. The State reserves the right to determine whether the preference indicated applies to Bidder.

☐ Resident Bidder (30 ILCS 500/45-10)

☐ Recycled Materials (30 ILCS 500/45-20)

☐ Recycled Paper (30 ILCS 500/45-25)

☐ Environmentally Preferable Supplies (30 ILCS 500/45-26)

☐ Illinois Correctional Industries (30 ILCS 500/45-30)

☐ Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35)

☐ Gas Mileage (30 ILCS 500/45-40)

☐ Small Businesses (30 ILCS 500/45-45)

☐ Illinois Agricultural Products (30 ILCS 500/45-50)

☐ Corn-Based Plastics (30 ILCS 500/45-55)

☐ Disabled Veterans (30 ILCS 500/45-57)

☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)

☐ Public Purchases in Other State (30 ILCS 520)

☐ Illinois Mined Coal Act (30 ILCS 555)

☐ Steel Products Procurement (30 ILCS 565)

☐ Veteran's Preference (330 ILCS 55)

☐ Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575)

☐ Procurement of Domestic Products (30 ILCS 517)

☐ Bio-based Products (30 ILCS 500/45-75)

Items that Qualify and Explanation: N/A
STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS

Signature of Authorized Representative: [Signature]
Printed Name of Authorized Representative: Kevin Mansfield
Bidder’s Name: Midwest Transit Equipment, Inc.

Date: October 22, 2015
STATE OF ILLINOIS
EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

SECTION 3.

C.1 EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

Midwest Transit Equipment, Inc. agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

<table>
<thead>
<tr>
<th>Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency/University for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor’s exceptions accepted by the State thereto as set forth below.</th>
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<tbody>
<tr>
<td><strong>STANDARD TERMS AND CONDITIONS</strong></td>
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<tr>
<td><strong>Section/Subsection #</strong></td>
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<tr>
<td><strong>No Exceptions Taken</strong></td>
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<tr>
<td><strong>ADDITIONAL VENDOR TERMS AND CONDITIONS</strong></td>
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<tr>
<td><strong>New Provision(s), # et. seq.</strong></td>
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<td><strong>None</strong></td>
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Click here to enter text whereby agrees to the exceptions provided by N/A and to the Additional Terms and Conditions provided by N/A.

| **Agreed:** Midwest Transit Equipment, Inc. | **Agreed:** Click here to enter text |
| **By:** Kevin Mansfield | **By:** Click here to enter text |
| **Signed:** [Signature] | **Signed:** |
| **Position:** Assistant Director of Governmental Sales | **Position:** Click here to enter text |
| **Date:** October 22, 2015 | **Date:** |