



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

STATEWIDE CONTRACT

No. 07621

A WASHINGTON STATE LEAD WASHINGTON & OREGON COOPERATIVE PROCUREMENT SOLUTION

ADA COMPLIANT VANS, MINIVANS, & SPECIALTY VEHICLES (I.E., ADA WALK-IN STEP VANS)

Category 1: ADA Vans:

Sub-category 1: Electric, Side Entry

Sub-category 2: Electric, Rear Entry

Sub-category 7: Gas, Side Entry

Sub-category 8: Gas, Rear Entry

Category 2: ADA Mini Vans:

Sub-category 3: Hybrid/Plug-In Hybrid, Side Entry

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

NORTHWEST BUS SALES, INC.

Dated January 30, 2024

STATEWIDE CONTRACT

No. 07621

ADA COMPLIANT VANS, MINIVANS, & SPECIALTY VEHICLES

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Sub-category 1: Electric, Side Entry

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Sub-category 7: Gas, Side Entry

Sub-category 8: Gas, Rear Entry

Category 2: ADA Mini Vans:

Sub-category 3: Hybrid/Plug-In Hybrid, Side Entry

This Washington Statewide Contract (“Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Northwest Bus Sales, Inc., a Washington corporation (“Contractor”) and is dated and effective as of January 30, 2024.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including statewide contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2). B.
- B. Washington state agencies and other eligible purchasers, as part of their operational responsibilities, need to procure ADA compliant vans, minivans, and specialty vehicles (collectively, ADA Walk-In Step Vans). Accordingly, to provide a cost-effective and efficient competitive procurement solution for Washington state agencies and other eligible purchasers to purchase desired ADA Walk-In Step Vans, Enterprise Services, on behalf of the State of Washington, as part of a competitive governmental procurement, issued Competitive Solicitation No. 07621 dated March 24, 2023. The Competitive Solicitation was structured to meet purchaser needs and included the opportunity to compete for Contracts, by category and subcategory of ADA Walk-In Step Vans. The Competitive Solicitation was designed to result in multiple Contract awards, by specified subcategories. In addition, Enterprise Services structured the Competitive Solicitation to reduce state contracting barriers and encourage participation by Washington Small Businesses and Certified Veteran-Owned Businesses. Accordingly, for each Contract subcategory in which a firm qualified as either a Washington Small Business or a Certified Veteran-Owned Business was not awarded a Contract, Enterprise Services reserved up to one (1) Contract award

for a responsive, responsible business that qualified as either a Washington Small Business or a Certified Veteran-Owned Business.

- C. Contractor was awarded a reserved award as a Washington Small Business in Category 1: Subcategory 1,2,7,8; and as the main award in Category 2: Subcategory 3.
- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above referenced subcategory(ies).
- E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Contract is to enable eligible purchasers to purchase ADA Walk-In Step Vans as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The Statewide Contract will have an initial term of thirty-six (36) months, starting on January 30, 2024, and ending on January 30, 2027. However, if the Contractor is not in default and satisfactorily meets the performance-based goals by January 30, 2026, Enterprise Services shall extend the Contract's term for up to twenty-four (24) additional months by a written amendment. The initial and extension terms of this Statewide Contract shall not exceed sixty (60) months from the effective date of the Contract. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

| PERFORMANCE METRIC | PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION |
|---|---|
| Contractor Representations and Warranties | Maintain 100% compliance with all representations and warranties as listed in § 4 of this Contract. |
| Insurance Endorsements: | Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C – Insurance Requirements</i> at § 4. |
| Vendor Management Fee: | Timely remit to Enterprise Service, with no less than a 75% on time rate, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension. |
| Contract Sales Reports: | Timely provide to Enterprise Services, with no less than a 75% on time rate, the required Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the |

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| | quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension. |
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2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

2.4. ORCPP MEMBERS. Oregon Cooperative Purchasing Program (ORCPP) Members, which include the following Oregon entities:

- Cities, counties, school districts, and special districts;
- Qualified rehabilitation facilities and residential programs in contract with the Oregon Department of Human Services;
- Quasi-state agencies and independent state agencies with their own procurement authority;
- Public bodies created as governmental entities but not considered a unit of local or municipal government;
- Oregon constitutional offices;
- Specified Public Benefit Nonprofit Corporations; and
- American Indian tribes or agencies.

ORCPP Members do not include Oregon state agencies subject to the Oregon Department of Administrative Services' procurement authority.

3. SCOPE – INCLUDED GOODS AND/OR SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.
- (a) Goods. For purposes of this Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
 - (b) Services. For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
 - (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.
- 3.3. MODELS/PRODUCT ADDITIONS AND DELETIONS. Contractor may add new Models/Products and delete old Products from the Price list to implement new vehicle solutions by sending an updated Price list to the Statewide Contract Administrator for review/approval. New Products added to the Statewide Contract must be commercially available at the time they are added to the Statewide Contract and fall within the original scope and intent of the Statewide Contract. Contractor may delete Products no longer available on the Contractor's commercial price list and not in use by any Purchaser from the Statewide Contract.
- 3.4. *ECONOMIC PRICE ADJUSTMENT*. Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, the prices for base vehicles, all options, and delivery fee set forth in *Exhibit B – Prices for Goods/Services* shall be adjusted, based upon the percent changes for the most recent year (whether up or down) in the [United States Department of Labor, Bureau of Labor and Statistics \(BLS\) Produce Price Index \(PPI\)](#) for the following commodities:
- 1. Base Vehicle Price and All Options, Series No. [WPU141105](#); and
 - 2. Delivery Fees, Series No. [WPU 3012](#).

All calculations for the index shall be based upon the latest version of data published as of December 30 each year. Prices shall be adjusted on January 30. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Contract will use the recoded index, as applicable. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

- 3.5. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services*.
- 3.6. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
 - 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
 - 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
 - 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its

employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

- 4.8. WASHINGTON SMALL BUSINESS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Washington Small Business as defined and set forth in Contractor's Bidder's Certification.
- 4.9. FEDERAL MOTOR VEHICLE SAFETY STANDARDS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor complies with all Federal Motor Vehicle Safety Standards (FMVSS) which are U.S. federal vehicle regulations specifying design, construction, performance, and durability requirements for motor vehicles and regulated automobile safety-related components, systems, and design features.
- 4.10. FEDERAL TRANSIT AUTHORITY (FTA) AND BUY AMERICA REQUIREMENTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor complies with FTA and Buy America requirements pertaining to sales to Purchasers who utilize FTA federal funds to make vehicle purchases off of this Contract.
- 4.11. ALTOONA TESTING CERTIFIED. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor complies with Altoona testing requirements for ADA Vans, Minivans and Specialty Vehicles requirements pertaining to sales to Purchasers who utilize FTA federal funds to make vehicle purchases off of this Contract.
- 4.12. VEHICLE RESELLER BUSINESS LICENSE IN WASHINGTON. Contractor represents and warrants that Contractor is licensed to resell Vehicles in in State of Washington and shall maintain this license for the duration of this Contract.
- 4.13. VEHICLE RESELLER BUSINESS LICENSE IN OREGON. Contractor represents and warrants that Contractor is licensed to resell vehicles in in State of Oregon and shall maintain this license for the duration of this Contract.
- 4.14. CONTRACT AUTOMOBILE REQUEST SYSTEM ([CARS](#)). Contractor represents and warrants that, during the term of this Contract, Contractor shall list available ADA Walk-In Step Vans on Enterprise Services' Contract Automobile Request System ([CARS](#)). Contractor further represents and warrants that, during the term of this Contract, Contractor shall ensure that eligible Purchasers utilize CARS to generate quotes and submit purchasing requests for ADA Walk-In Step Vans.
- 4.15. REGISTRATION WITH SYSTEM FOR AWARD MANAGEMENT. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is registered with [SAM.gov](#).
- 4.16. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in 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; (c) have been indicted for or otherwise criminally or

civily charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.

- 4.17. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.18. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.19. **WASHINGTON'S STATEWIDE PAYEE DESK.** Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.20. **CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.21. **CONTINGENT FEES.** Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.22. **FINANCIALLY SOLVENT.** Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 4.23. **OPERATIONAL CAPABILITY.** Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.24. **CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. SERVICE REPAIR FACILITIES: Contractor shall maintain at least one service/repair station within the State of Washington to perform repairs and adjustments throughout the Contract term. Contractor promptly shall notify Enterprise Services in writing of any changes to Contractor's Service & Repairs locations.
- 5.2. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, or manufacturer warranty, whichever of the three is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.3. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.4. SERVICES WARRANTY. Contractor warrants that: (a) Services will be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty"). The Services Warranty will survive for a period of twelve (12) months after the date when Services are completed ("Services Warranty Period") or 12,000 miles, whichever is later.
- 5.5. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance, or at Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.
- 5.6. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or

cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.

- 5.7. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
- 5.8. CUSTOMER SERVICE: Contractor must be available to take calls and respond to e-mails, Monday through Friday, during the hours of 8 a.m. to 5 p.m. PST.

6. SAFETY; SECURITY. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 6.1. REGULATORY REQUIREMENTS/SAFETY. Goods and/or Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods and/or Services.
- 6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
- 6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
- 6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.
- 6.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this

Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.

- 8.1. CONTRACT AUTOMOBILE REQUEST SYSTEM ([CARS](#)). Contractor shall list vehicles on Washington's Contract Automobile Request System ([CARS](#)), or, if replaced, the then current platform, and Eligible Purchasers shall generate quotes and submit purchase requests for vehicles through CARS or, if replaced, then the current platform. Contractor shall not sell any vehicles pursuant to this Contract outside of CARS or, if replaced, the then current platform. Contractor shall update CARS within 48 hours after delivery of the vehicle and shall ensure that all sales details for each vehicle are accurately recorded in the CARS.
- 8.2. ORDERING REQUIREMENTS. Eligible Purchasers shall order ADA Walk-In Step Vans from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- 8.3. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods and/or Services are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
 - (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.

- (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Contract to FOB Purchaser's specified destination. Shipping cost, including all transportation and handling charges, shall be added to Purchaser's invoice as a separate line item. The contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (d) Contractor shall notify Purchaser at the phone number listed in the Purchase Order, twenty-four (24) hours prior to vehicle delivery. This is to ensure that a Purchaser employee is available to sign and date the bill of lading (or other type delivery document) and receive the above-mentioned documents, and to indicate that Purchaser has received delivery of the vehicle.
- (e) When the vehicle is ready for final delivery, it may be delivered to Purchaser (as specified in the Purchase Order) as arranged with the specific Purchaser. Unless otherwise agreed in writing by Purchaser, deliveries must NOT be made on weekends or on legally recognized state and federal holidays.
- (f) Purchaser will not accept any responsibility for vehicle that has been delivered to or left at a Purchaser facility, unless a Purchaser employee has signed and dated the bill of lading or other delivery documents indicating Purchaser has received delivery of the vehicle.
- (g) Contractor is solely liable for any equipment damages that occurred prior to Purchaser receiving delivery of the equipment.

8.4. NOTIFICATION OF DELAY.

- (a) The contractor shall promptly notify Purchaser and Enterprise Services of any delay in the manufacturing process that will affect the expected delivery date. The contractor will provide notice of the delay within fourteen (14) days of discovering the potential delay. This notice of delay must include a reasonable expectation of when the delay will be resolved, the reason for the delay, whether the delay will cause the delivery to exceed the delivery date, and any other applicable information regarding the delay.
- (b) Purchaser shall provide Contractor with notice of acceptance of the reasonable delay or notice that the delay is determined to be non-excusable within seven (7) days of receipt of the notice of delay.
- (c) If there is a dispute between Contractor and Purchaser as to whether the delay is reasonable, the Contractor may appeal the Purchaser's decision to Enterprise Services within seven (7) days of receipt of the notice that the delay is non-

excusable. Enterprise Services will review the provided information and make a final determination as to whether the delay is reasonable or non-excusable.

- (d) If a dispute remains after this procedure, parties shall follow the dispute resolution process of Section 16. The Contractor shall promptly comply with any request from Enterprise Services or Purchaser for additional information in making the delay determination. A request for more information from Enterprise Services or Purchaser tolls the time for required response until the time that Contractor responds to the request for more information.
- (e) Reasonable delay is a delay for which the Contractor is not responsible. A reasonable delay must arise from unforeseeable causes, be beyond the control of the contractor, and be without the fault or negligence of the Contractor. A reasonable delay will extend the delivery date by the agreed-upon length of the delay.
- (f) Non-excusable delay is a delay for which the Contractor is wholly or partially responsible. A non-excusable delay is a delay that arises from a foreseeable cause, is within the control of the Contractor, or is due to the fault or negligence of the Contractor. A non-excusable delay will not extend the agreed-upon delivery date.
- (g) If Enterprise Services finds the delay a non-excusable delay, Enterprise Services will issue a cure letter to require Contractor to deliver the goods to the Purchaser within a reasonable time and ensure to avoid such non-excusable delay in the future.
- (h) If Contractor delays the delivery goods for the second time and enterprise Services finds it non-excusable delay, Enterprise Services may suspend the contract as set forth in §17.7 and §17.10 of this contract.

8.5. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

8.6. VEHICLE COMPLIANCE AND COMPATIBILITY. Contractor shall ensure that the vehicles supplied are compliant with the Contract. Additionally, Contractor shall ensure that the Base Equipment and any OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Eligible Purchaser are fully compatible with each other.

Contractor's acceptance of the Eligible Purchaser's Purchase Order shall indicate that Contractor agrees to deliver a vehicle that complies with the Contract and applicable Purchase Order. Any changes necessary after the delivery of the vehicle that are required to bring a vehicle into compliance and/or compatibility due to an incorrect order fulfillment by Contractor may be accomplished by Purchaser at Contractor's expense. Delivery of non-

conforming Goods and/or Services, which are not remedied as required herein, may be cause for Contract termination.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:

- (a) Contract No.07621;
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- (c) Contractor's Federal Tax Identification Number;
- (d) Date(s) of delivery;
- (e) Delivery Fee;
- (f) Applicable Goods and/or Services;
- (g) Invoice amount; and
- (h) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

9.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.

9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.

9.5. NO ADDITIONAL CHARGES. Contractor shall not include or impose any additional charges including, but not limited to, insurance, and payment processing.

- 9.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Shapoor Naveed
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360)407-2212
Email: DESContractsTeamMaple@des.wa.gov

Contractor

Attn: Rob Goolsby
Northwest Bus Sales, Inc.
33207 Pacific Highway South, Federal Way
WA, 98003-6442
Tel: 206-445-8591
Email: rob@nwbus.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Rob Goolsb
Northwest Bus Sales, Inc.
33207 Pacific Highway South, Federal
Way, WA, 98003-6442
Email: rob@nwbus.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services’ Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor’s Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

| QUARTER | FOR SALES MADE IN CALENDAR QUARTER ENDING | CONTRACT SALES REPORT | |
|---------|--|-----------------------|------------|
| | | DUE BY | PAST DUE |
| 1 | January 1 – March 31 | April 30 | May 1 |
| 2 | April 1 – June 30 | July 31 | August 1 |
| 3 | July 1 – September 30 | October 31 | November 1 |
| 4 | October 1 – December 31 | January 31 | February 1 |

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Contract sales invoiced (not including sales tax)} \times .0125.$$
- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor

receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Contract, if not already included on the face of the check.

- (d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's

records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. **REQUIRED INSURANCE.** Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 13.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract, even if not attributable to negligence by Contractor or its agents.
- 14.2. **THIRD-PARTY CLAIMS; GENERAL INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract; *Provided*, however, that no right

to indemnify will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

16.1. **TERMINATION.** This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under

the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

- 16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:
 - (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
 - (b) Contractor fails to timely report contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due; or
 - (d) Contractor breaches any representation or warranty provided herein.
- 16.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.8. REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16.11. PURCHASER PURCHASE ORDERS. Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are

statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

- 17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 18.3. NONDISCRIMINATION.
- a) NONDISCRIMINATION REQUIREMENT. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - b) OBLIGATION TO COOPERATE. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

- c) **DEFAULT.** Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
 - d) **REMEDIES FOR BREACH.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.
- 18.4. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.5. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.6. **AUTHORITY.** Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.7. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.8. **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.

- 18.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 18.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.
- 18.13. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 18.14. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.15. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington,

without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.


- 18.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 18.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 18.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 18.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 18.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 18.24. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Elena McGrew
Its: Enterprise Procurement Manager

NORTHWEST BUS SALES, INC.,
A WASHINGTON CORPORATION

By: 
Tyler Todhunter
Its: Sales

INCLUDED GOODS/SERVICES

Category 1: ADA Vans:

1. Sub-category 1- Electric, Side Entry:
 - Base Vehicle: PrimeTime Med Transit Exempt from Altoona Testing (FTA);
2. Sub-category 2- Electric, Rear Entry
 - Base Vehicle: PrimeTime Med Transit Exempt from Altoona Testing (FTA);
3. Sub-category 7- Gas, Side Entry:
 - Base Vehicle: TCI Mobility Ford Transit Exempt from Altoona Testing (FTA); and
 - Base Vehicle: TCI Mobility RAM ProMaster (Non-FTA)
4. Sub-category 8- Gas, Rear Entry:
 - Base Vehicle: PrimeTime Med Transit Exempt from Altoona Testing (FTA); and
 - Base Vehicle: TCI Mobility RAM ProMaster(Non-FTA) .

Category 1 - ADA Vans (6,000 -14,000 GVWR)**ADA VAN – REAR & SIDE ENTRY**

The items below are mandatory requirements for this vehicle type and must be provided by the awarded bidder(s) on contract. All bidders must indicate whether they can meet these requirements by responding “yes” or “no” or Alternative.

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on "Alternatives" |
|----------|---|--|--------------------------|---|
| 1 | Chassis, Dimension, and Weight | | | |
| 1.01 | Vehicle Interior Height - The base vehicle's minimum interior height must meet all current ADA requirements. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.02 | Aisle Width - The base vehicle aisle width and seating configurations must meet all current applicable ADA requirements based upon the seating configuration. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.03 | <u>Gross Vehicle Weight (GVW)</u> - The manufacture must not exceed OEM chassis GVW. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 2 | CHASSIS COMPONENTS | | | |
| 2.01 | <u>Engine</u> - The base vehicle's engine must be OEM chassis manufacturer's standard engine. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 2.02 | <u>Automatic Transmission</u> - The vehicle must have an OEM automatic transmission. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on "Alternatives" |
|----------|--|---|--------------------------|---|
| 2.03 | Brakes - The base vehicle must be furnished with the chassis manufacturer's antilock brake system (ABS). The system must be in accordance with Federal Motor Vehicle Safety Standard Number 121. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 2.04 | <u>Alignment</u> - All 4 wheels must be aligned at the manufacturer prior to delivery and a computerized alignment printout must be supplied with vehicle. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 2.05 | <u>Traction Control</u> - the vehicle must have stability control or traction assist | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 2.06 | <u>Window and Tint</u> - OEM windows tint, must be available on all side and rear windows. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 2.07 | <u>Steering</u> Power assist steering must be included. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 2.08 | <u>Back-up Alarm</u> - An alarm must be provided which provides an audible warning maximum 50 decibal, when the ignition switch is "on" and the vehicle transmission control is in reverse. | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| 2.09 | <u>Audio and Clock</u> - OEM, or equivalent, AM/FM digital clock radio with 4 speakers must be mounted in the passenger compartment. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3 | BODY CONSTRUCTION | | | |
| 3.01 | <u>A minimum interior height must meet ADA requirements.</u> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3.02 | <u>Door Stops.</u> - Wheelchair lift doors must be installed with a door holder mechanism to keep the doors open when deploying the lift. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3.03 | <u>Floor</u> - The passenger floor covering must be upgraded, aftermarket flooring and have intrinsic anti-slip properties. The floor covering must be securely bonded to a sub floor. The floor covering must be installed without gaps or openings with all seams filled to prevent intrusion or seepage of water. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3.04 | <u>Windows</u> - The vehicle must have passenger windows. Cargo vans | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on "Alternatives" |
|----------|--|--|--------------------------|---|
| | without side passenger body or door windows must not be allowed. | | | |
| 3.05 | <u>Sun Visors</u> - Sun visor must be installed on both, driver side and passenger side. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3.06 | <u>Storage</u> - A compartment must be available to the driver for storage. Overhead storage for driver is permissible. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3.07 | <u>Undercoating</u> - Undercoating must be applied to the underbody of each vehicle to prohibit intrusion of moisture. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3.08 | <u>Bumpers</u> - Front and rear bumpers must be as ordered from the OEM. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3.09 | <u>Mud Flaps</u> - Mud flaps must be installed on rear wheels. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 4 | VEHICLE FEATURES | | | |
| 4.01 | <u>Passenger Seats</u> - OEM front and co-pilot passenger seat required for base vehicle. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 4.02 | <u>Seat belt cutter</u> - Base vehicle must include a seatbelt cutter capable of cutting supplied wheelchair securement straps. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 4.03 | <u>Wheelchair Lift Accessibility</u> - Base vehicle's ADA approved wheelchair lift or wheelchair ramp must meet or exceed FMVSS #403 & #404 requirements and all State, Federal, ICC, and ADA requirements. Minimum clear dimensions for platform are 34" wide X 51" length. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 4.04 | <u>Interlock System</u> - Vehicle must be equipped with a lift interlock system that complies with all current applicable ADA requirements and be protected from the weather. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 4.05 | <u>Wheelchair Securement</u> – Base vehicle's entire Tie-Down System, Lap/Shoulder securements, and floor mounting system (ie L-Track or equivalent) must meet FMVSS, ADA, WC18 and WC19 requirements. Base model includes one(1) two (2) wheelchair positions. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on "Alternatives" |
|----------|---|--|--------------------------|---|
| 4.06 | <u>Heating and Cooling System</u> - The vehicle must come equipped with OEM heat and air-conditioning. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 5 | VEHICLE LIGHTING | | | |
| 5.01 | <u>Interior Lighting</u> - Passenger and lift doorways must be illuminated according to CFR 49 Part 38.31 (ADA) and must be illuminated whenever respective door is open. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 5.02 | <u>Driver Courtesy Light</u> - Driver courtesy light must be located to allow illumination of the driver area and must illuminate when driver or passenger door is opened. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 5.03 | <u>ADA Entrance Door Lighting</u> - ADA compliant entrance door lighting must be mounted to fully illuminate the exterior doorway of the wheelchair lift area. Lights must be wired to automatically turn on when wheelchair lift door is opened. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 5.04 | <u>Exterior Lights</u> - All exterior lights and reflectors to meet Federal Motor Carrier Safety Regulation 393.11. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 5.05 | <u>Engine Compartment Light</u> - At least one (1) engine light must be installed in the engine compartment and conveniently located. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6 | SAFETY KIT | | | |
| 6.01 | <u>First Aid Kit</u> - A 16-unit First Aid Kit meeting ANSI Z308.1-2003 Type I, II, III must be mounted in an easily accessible location per Purchaser request. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6.02 | Fire extinguisher – vehicle must include a minimum two and one-half (2 1/2) pound rechargeable fire extinguisher, mounted per Purchaser request. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6.03 | <u>Emergency Warning Triangle Kit</u> – Vehicles must include a kit of three emergency warning triangles with protective container mounted per Purchaser request. Both faces of the emergency warning triangle must consist of red reflective and orange, fluorescent material. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7 | SERVICE, WARRANTIES AND DELIVERY | | | |

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on "Alternatives" |
|------|---|--|--------------------------|---|
| 7.01 | Maintenance and Inspection Schedule - Vehicle must be delivered with owner's manual, outlining preventative maintenance intervals. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7.02 | Quality Assurance - ADA and/or vehicle conversion must meet chassis manufacturer's quality assurance program, if available. Certification from chassis manufacturer must be submitted with proposal for each chassis. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7.03 | Tires must be covered by OEM warranty. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7.04 | Wheelchair lift or ramp must be covered by OEM warranty. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7.05 | Body structure materials and workmanship must be covered by OEM warranty. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7.06 | Installation, labor and workmanship (including electrical) performed by the body manufacturer, final stage manufacturer or bidder (if bidder installs components or otherwise completes vehicle) must be covered by OEM warranty. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7.07 | All other components and accessory equipment must be covered by a warranty of at least one (1) year/12,000 miles, unless covered by an applicable manufacturer's warranty exceeding this. Bidder must assist as needed in coordinating repairs within the warranty period for each component and applicable warranty. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7.08 | Bidder must provide a report of all warranties and excluded warranties associated with each vehicle. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7.09 | During established warranty periods, bidder and respective manufacturer must furnish all warranty parts at no cost to Purchaser. Replacement costs, parts and assemblies must be made without delay. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7.10 | Bidder must provide Purchaser, or a designated representative of Purchaser, the opportunity to inspect the vehicle for compliance with these | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on "Alternatives" |
|----------|--|--|--------------------------|---|
| | specifications and applicable motor vehicle regulations. Such inspection must be completed prior to the delivery and acceptance of the vehicle. | | | |
| 7.11 | Prior to releasing the vehicle to Purchaser, bidder must provide hands on instructions, by a qualified and experienced employee, in the proper and safe operation of all mechanical, electrical and hydraulic components in the vehicle. Towing procedures must be included in the instruction. Purchaser's driver/designee must conduct an operational familiarization test drive with Bidder's employee. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 8 | FEDERAL MOTOR VEHICLE SAFETY STANDARDS | | | |
| 8.01 | Bidder must comply with all Federal Motor Vehicle Safety Standards (FMVSS) which are U.S. federal vehicle regulations specifying design, construction, performance, and durability requirements for motor vehicles and regulated automobile safety-related components, systems, and design features. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

Category 2: ADA Mini Vans:

1. Sub-category 3- Hybrid/Plug-In Hybrid, Side Entry:
 - Base Vehicle: VMI Toyota Sienna Hybrid Side Entry(Non-FTA).

Category 2 ADA Minivans (5,000 -14,000 GVWR)

ADA MINIVANS - SIDE & REAR ENTRY

The items below are mandatory requirements for this vehicle type and must be provided by the awarded bidder(s) on contract. All bidders must indicate whether they can meet these requirements by responding "yes" or "no" or Alternative.

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on Alternatives |
|----------|--|--|--------------------------|---|
| 1 | CHASSIS COMPONENTS | | | |
| 1.01 | The base vehicle's engine must be OEM chassis manufacturer's standard gasoline engine. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on Alternatives |
|------|---|--|--------------------------|---|
| 1.02 | The base vehicle's transmission must be OEM chassis manufacturer's standard automatic transmission. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.03 | Tilt/telescopic steering column. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.04 | The vehicle must have stability control and/or traction control. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.05 | The vehicle must be furnished with the chassis manufacturer's power assisted, self-adjusting, front and rear wheels, antilock brake system (ABS). The system must be in accordance with Federal Motor Vehicle Safety Standard Number 121. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.06 | All 4 wheels must be aligned at the manufacturer prior to delivery and a computerized alignment printout must be supplied with vehicle. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.07 | OEM tinted all side and rear windows. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.08 | OEM instrument panel. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.09 | Back-up Alarm must be provided which provides an audible warning when the ignition switch is "on" and the vehicle transmission control is in reverse. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.10 | OEM AM/FM/ CD -Digital Clock Radio with 4 speakers; two in front and two in rear. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.11 | OEM power steering. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.12 | OEM cruise control. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.13 | OEM dual zone air conditioning and heater, front and rear. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.14 | OEM intermittent wipers, rear window wiper/washer. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.15 | OEM power windows, door locks and side mirrors. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.16 | OEM rear window defroster. | <input checked="" type="checkbox"/> Yes | | |

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on Alternatives |
|----------|---|--|--------------------------|---|
| | | <input type="checkbox"/> No | | |
| 1.17 | OEM full length headliner. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.18 | Airbags, driver and front passenger. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.19 | OEM front passenger seat, cloth. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.20 | Driver and front passenger seat arm rest. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.21 | OEM seat belts with retractors for driver, front seat passenger. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.22 | Sliding side doors, on both sides of the vehicle. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 1.23 | Lift gate rear door. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 2 | ADA CONVERSION | | | |
| 2.01 | A minimum interior height must meet ADA requirements. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 2.02 | Wheelchair Entry - The wheelchair entry ramp must provide a minimum thirty-one- and one-half inches (31 1/2") clear opening width and a minimum fifty-six inches (56") door opening height from ramp to door header. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 2.03 | Wheelchair Securement – Tie-Down System, Lap/Shoulder securements, and floor mounting system (i.e. L-Track or equivalent) must meet ADA, WC18 and WC19 requirements. Base model includes two (2) one (1) wheelchair positions. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3 | VEHICLE LIGHTING | | | |
| 3.01 | Passenger and ADA ramp doorways must be illuminated according to CFR 49 Part 38.31 (ADA) and must be illuminated whenever respective door is open. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3.02 | Driver courtesy light must be located at the driver's console and must illuminate when driver or passenger door opened. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on Alternatives |
|----------|--|--|--------------------------|---|
| 3.03 | ADA compliant entrance door lighting must be mounted to fully illuminate the exterior doorway of the wheelchair ramp area. Lights must be wired to automatically turn on when the door is opened to deploy the wheelchair ramp. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3.04 | All exterior lights and reflectors to meet Federal Motor Carrier Safety Regulation 393.11. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 3.05 | At least one (1) engine light is installed in the engine compartment conveniently located. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 4 | VEHICLE SEATS AND SEATINGS ARRANGEMENT | | | |
| 4.01 | Base vehicle floorplan must include two (2) one (1) wheelchair positions. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 5 | SAFETY KIT | | | |
| 5.01 | <u>First Aid Kit</u> - A 16 unit First Aid Kit meeting ANSI Z308.1-2003 Type I, II, III must be mounted in an easily accessible location per Purchaser request. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 5.02 | Emergency Warning Triangle Kit - A kit of three emergency warning triangles with protective container mounted per Purchaser request. Both faces of the emergency warning triangle must consist of red reflective and orange fluorescent material. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 5.03 | Fire extinguisher must be a Minimum 2.5 lb rechargeable, mounted per Purchaser's request. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6 | SERVICE, DELIVERY AND WARRANTIES | | | |
| 6.01 | Maintenance and Inspection Schedule - Vehicle to be delivered with owner's manual, outlining preventative maintenance intervals. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6.02 | The bidder must provide the Purchaser or a designated representative of the Purchaser the opportunity to inspect the vehicle for compliance with these specifications and applicable motor vehicle regulations. The inspections must be completed prior to the delivery and acceptance of the vehicle. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on Alternatives |
|----------|---|--|--------------------------|---|
| 6.03 | Prior to releasing the vehicle to the Purchaser, the bidder must provide hands on instructions, by a qualified and experienced employee, in the proper and safe operation of all mechanical, electrical and hydraulic components in the vehicle. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6.04 | Vehicle conversion manufacturer must meet chassis manufacturer's quality assurance program, if available. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6.05 | During established warranty periods, the bidder and respective manufacturer must furnish all applicable warranty parts at no cost to the transit system or Purchasers. Replacement costs, parts and assemblies must be made without delay. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6.06 | The bidder must provide a report of all warranties and excluded warranties associated with each vehicle. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6.07 | Tires must be covered by tire manufacturer warranty. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6.08 | Wheelchair ramp system must be covered by ramp manufacturer warranty. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6.09 | Chassis structure materials and workmanship must be covered by OEM warranty. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6.10 | Installation, labor and workmanship (including electrical) performed by the conversion manufacturer, final stage manufacturer or bidder (if bidder installs components or otherwise completes vehicle) must be covered by conversion manufacturer warranty. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 6.11 | All other components and accessory equipment must be covered by a warranty of at least one (1) year/12,000 miles, unless covered by an applicable manufacturer's warranty exceeding this. The bidder must assist as needed in coordinating repairs within the warranty period for each component and applicable warranty. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |
| 7 | FEDERAL MOTOR VEHICLE SAFETY STANDARDS | | | |

| | Mandatory Specification Requirements | Bidder's Compliance | Sub-category(ies) | Written Response on Alternatives |
|------|--|--|--------------------------|---|
| 7.01 | Bidder must comply with all Federal Motor Vehicle Safety Standards (FMVSS) which are U.S. federal vehicle regulations specifying design, construction, performance, and durability requirements for motor vehicles and regulated automobile safety-related components, systems, and design features. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

PRICES FOR GOODS/SERVICES

Category 1: ADA Vans:

| Sub-category 1: Electric, Side Entry | | |
|--------------------------------------|---|----------|
| Vehicle Configuration Scenario | Vehicle / Options Description | Price |
| Base Vehicle (FTA) | PrimeTime Med Transit Exempt from Altoona Testing | \$97,940 |
| Base Vehicle (Non-FTA) | N/A | N/A |
| Back-Up Camera Rear View System | Included in base vehicle price | |
| Oxygen Tank Holder | Q'Straint G02 Oxygen Tank Holder | \$475 |
| Total Vehicle Price | | 98,415 |

Pricelist for Sub-category 1- Electric, Side Entry

| Sub-Category 1: Electric (Side Entry) | | | |
|---------------------------------------|--|--------------------------|---|
| 1 | Base Vehicle Year: | 2023 Base Vehicle Model: | PrimeTime Med Transit EV FTA compliant (Y/N): Yes |
| | Full Option(s) Description | | Base Vehicle Cost: \$ 97,940.00 |
| | | | Option Cost |
| 1 | Flashing lights, front and rear, mounted high | | \$ 475.00 |
| 2 | 1000# lift in lieu of standard | | \$ 685.00 |
| 3 | Additional wheelchair station and securements | | \$ 1,140.00 |
| 4 | Add double passenger rigid seat | | \$ 1,795.00 |
| 5 | Add double passenger foldaway seat | | \$ 2,155.00 |
| 6 | Add single passenger rigid seat | | \$ 1,075.00 |
| 7 | Add single passenger foldaway seat | | \$ 1,555.00 |
| 8 | Add three passenger bench seat | | \$ 2,875.00 |
| 9 | Four passenger bench seat | | \$ 3,595.00 |
| 10 | Additional chassis key | | \$ 500.00 |
| 11 | Bodily fluid kit | | \$ 60.00 |
| 12 | Diamond NV farebox with 1 vault | | \$ 2,395.00 |
| 13 | Fog lights | | \$ 450.00 |
| 14 | G02 Oxygen tank holder | | \$ 475.00 |
| 15 | Pre-wire +/- to glovebox area | | \$ 355.00 |
| 16 | Reverse sensing system | | \$ 475.00 |
| 17 | Securement storage bag | | \$ 115.00 |
| 18 | Wheelchair lift door ajar light on dash | | \$ 355.00 |
| 19 | 3-Camera system (AngelTrax) | | \$ 3,395.00 |
| 20 | 4-Camera system (AngelTrax) | | \$ 3,870.00 |
| 21 | Front destination sign | | \$ 7,195.00 |
| 22 | Bi-Hold bus door | | \$ 6,595.00 |
| 23 | Shift N'Step moveable wheelchair lift platform | | \$ 9,595.00 |
| 24 | Front passenger door entry conversion | | \$ 3,595.00 |
| 25 | Remove wheelchair lift and securements | | \$ (4,000.00) |
| 26 | | | \$ - |
| 27 | | | \$ - |
| 28 | | | \$ - |
| 29 | | | \$ - |
| 30 | | | \$ - |
| 31 | | | \$ - |
| 32 | | | \$ - |
| 33 | | | \$ - |
| 34 | | | \$ - |
| 35 | | | \$ - |
| 36 | | | \$ - |
| 37 | | | \$ - |
| 38 | | | \$ - |
| 39 | | | \$ - |
| 40 | | | \$ - |
| | | Total | \$ 148,715.00 |

| Sub-category 2: Electric, Rear Entry | | |
|--------------------------------------|---|----------|
| Vehicle Configuration Scenario | Vehicle / Options Description | Price |
| Base Vehicle (FTA) | PrimeTime Med Transit Exempt from Altoona Testing | \$97,940 |
| Base Vehicle (Non-FTA) | N/A | N/A |
| Back-Up Camera Rear View System | Included in base vehicle price | |
| Oxygen Tank Holder | Q'Straint G02 Oxygen Tank Holder | \$475 |
| Total Vehicle Price: | | 98,415 |

Pricelist for Sub-category 2- Electric, Rear Entry:

Sub-Category 2: Electric (Rear Entry)

| 1 Base Vehicle Year: | | 2023 | PrimeTime Med | | Base Vehicle Cost: | \$ | 97,940.00 | |
|----------------------------|--|------|---------------|----------------------|--------------------|----|-------------|--|
| Base Vehicle Model: | | 2023 | Transit EV | FTA compliant (Y/N): | Yes | | | |
| Full Option(s) Description | | | | | | | Option Cost | |
| 1 | Flashing lights, front and rear, mounted high | | | | | \$ | 475.00 | |
| 2 | 1000# lift in lieu of standard | | | | | \$ | 685.00 | |
| 3 | Additional wheelchair station and securements | | | | | \$ | 1,140.00 | |
| 4 | Add double passenger rigid seat | | | | | \$ | 1,795.00 | |
| 5 | Add double passenger foldaway seat | | | | | \$ | 2,155.00 | |
| 6 | Add single passenger rigid seat | | | | | \$ | 1,075.00 | |
| 7 | Add single passenger foldaway seat | | | | | \$ | 1,555.00 | |
| 8 | Add three passenger bench seat | | | | | \$ | 2,875.00 | |
| 9 | Four passenger bench seat | | | | | \$ | 3,595.00 | |
| 10 | Additional chassis key | | | | | \$ | 500.00 | |
| 11 | Bodily fluid kit | | | | | \$ | 60.00 | |
| 12 | Diamond NV farebox with 1 vault | | | | | \$ | 2,395.00 | |
| 13 | Fog lights | | | | | \$ | 450.00 | |
| 14 | G02 Oxygen tank holder | | | | | \$ | 475.00 | |
| 15 | Pre-wire +/- to glovebox area | | | | | \$ | 355.00 | |
| 16 | Reverse sensing system | | | | | \$ | 475.00 | |
| 17 | Securement storage bag | | | | | \$ | 115.00 | |
| 18 | Wheelchair lift door ajar light on dash | | | | | \$ | 355.00 | |
| 19 | 3-Camera system (AngelTrax) | | | | | \$ | 3,395.00 | |
| 20 | 4-Camera system (AngelTrax) | | | | | \$ | 3,870.00 | |
| 21 | Front destination sign | | | | | \$ | 7,195.00 | |
| 22 | Bi-fold bus door | | | | | \$ | 6,995.00 | |
| 23 | Shift N'Step moveable wheelchair lift platform | | | | | \$ | 9,595.00 | |
| 24 | Front passenger door entry conversion | | | | | \$ | 3,595.00 | |
| 25 | Remove wheelchair lift and securements | | | | | \$ | (4,000.00) | |
| 26 | | | | | | \$ | - | |
| 27 | | | | | | \$ | - | |
| 28 | | | | | | \$ | - | |
| 29 | | | | | | \$ | - | |
| 30 | | | | | | \$ | - | |
| 31 | | | | | | \$ | - | |
| 32 | | | | | | \$ | - | |
| 33 | | | | | | \$ | - | |
| 34 | | | | | | \$ | - | |
| 35 | | | | | | \$ | - | |
| 36 | | | | | | \$ | - | |
| 37 | | | | | | \$ | - | |
| 38 | | | | | | \$ | - | |
| 39 | | | | | | \$ | - | |
| 40 | | | | | | \$ | - | |
| Total | | | | | | \$ | 148,715.00 | |

| Sub-category 7: Gas, Side Entry | | |
|---------------------------------|---|----------|
| Vehicle Configuration Scenario | Vehicle / Options Description | Price |
| Base Vehicle (FTA) | TCI Mobility Ford Transit Exempt from Altoona Testing | \$82,248 |
| Base Vehicle (Non-FTA) | N/A | N/A |
| Back-Up Camera Rear View System | Included in base vehicle price | \$0 |
| Oxygen Tank Holder | Q'Straint G02 Oxygen Tank Holder | \$475 |
| Total Vehicle Price: | | 82,723 |

| Sub-category 7: Gas, Side Entry | | |
|---------------------------------|----------------------------------|----------|
| Vehicle Configuration Scenario | Vehicle / Options Description | Price |
| Base Vehicle (FTA) | N/A | N/A |
| Base Vehicle (Non-FTA) | TCI Mobility RAM ProMaster | \$89,713 |
| Back-Up Camera Rear View System | Included in base vehicle price | \$0 |
| Oxygen Tank Holder | Q'Straint G02 Oxygen Tank Holder | \$475 |
| Total Vehicle Price: | | 90,188 |

Pricelist for Sub-category 7- Gas, Side Entry (FTA and Non-FTA):

Sub-Category 7: Gas (Side Entry)

| 1 | | Base Vehicle Year: | 2023 | Base Vehicle Model: | TCI Mobility Ford Transit | FTA compliant (Y/N): | Yes | Base Vehicle Cost: | \$ | 82,248.00 | |
|----|--|--|------|---------------------|------------------------------|----------------------|-------------|--------------------|-------|-----------|------------|
| | | Full Option(s) Description | | | | | Option Cost | | | | |
| 1 | | Flashing lights, front and rear, mounted high | | | | | | \$ | | 1,125.00 | |
| 2 | | 1,000# lift in lieu of standard | | | | | | \$ | | 600.00 | |
| 3 | | Additional wheelchair station and securements | | | | | | \$ | | 930.00 | |
| 4 | | X2X Chassis - Extended length, high roof | | | | | | \$ | | 3,800.00 | |
| 5 | | U4X Chassis - Extended length, high roof, dual rear wheels | | | | | | \$ | | 5,200.00 | |
| 6 | | All Wheel Drive chassis | | | | | | \$ | | 6,500.00 | |
| 7 | | Double passenger rigid seat | | | | | | \$ | | 1,660.00 | |
| 8 | | Double passenger foldaway seat | | | | | | \$ | | 1,950.00 | |
| 9 | | Single passenger rigid seat | | | | | | \$ | | 1,095.00 | |
| 10 | | Single passenger foldaway seat | | | | | | \$ | | 1,370.00 | |
| 11 | | Three passenger bench seat | | | | | | \$ | | 2,495.00 | |
| 12 | | Four passenger bench seat | | | | | | \$ | | 3,225.00 | |
| 13 | | Additional chassis key | | | | | | \$ | | 500.00 | |
| 14 | | Bodily fluid kit | | | | | | \$ | | 40.00 | |
| 15 | | Diamond NV farebox and stanchion pole | | | | | | \$ | | 2,990.00 | |
| 16 | | Fog lights | | | | | | \$ | | 450.00 | |
| 17 | | Full length L-tracking per station | | | | | | \$ | | 515.00 | |
| 18 | | G02 Oxygen tank holder | | | | | | \$ | | 475.00 | |
| 19 | | Pre-wire +/- to glovebox area | | | | | | \$ | | 125.00 | |
| 20 | | Reverse sensing system | | | | | | \$ | | 380.00 | |
| 21 | | Securement storage bag | | | | | | \$ | | 85.00 | |
| 22 | | Dual USB port | | | | | | \$ | | 170.00 | |
| 23 | | Wheelchair lift door ajar light on dash | | | | | | \$ | | 205.00 | |
| 24 | | 3-Camera system (AngelTrax) | | | | | | \$ | | 3,395.00 | |
| 25 | | 4-Camera system (AngelTrax) | | | | | | \$ | | 3,870.00 | |
| 26 | | | | | | | | \$ | | - | |
| 27 | | | | | | | | \$ | | - | |
| 28 | | | | | | | | \$ | | - | |
| 29 | | | | | | | | \$ | | - | |
| 30 | | | | | | | | \$ | | - | |
| 31 | | | | | | | | \$ | | - | |
| 32 | | | | | | | | \$ | | - | |
| 33 | | | | | | | | \$ | | - | |
| 34 | | | | | | | | \$ | | - | |
| 35 | | | | | | | | \$ | | - | |
| 36 | | | | | | | | \$ | | - | |
| 37 | | | | | | | | \$ | | - | |
| 38 | | | | | | | | \$ | | - | |
| 39 | | | | | | | | \$ | | - | |
| 40 | | | | | | | | \$ | | - | |
| | | | | | | | | | Total | \$ | 125,398.00 |

| 4 Base Vehicle Year: 2023 | | Base Vehicle Model: TCI Mobility RAM ProMaster | | FTA compliant (Y/N): N | Base Vehicle Cost: \$ 89,713.00 |
|--|-------------|--|--|------------------------|---------------------------------|
| Full Option(s) Description | Option Cost | | | | |
| 1 Flashing lights, front and rear, mounted high | \$ 1,125.00 | | | | |
| 2 1,000# lift in lieu of standard | \$ 600.00 | | | | |
| 3 Additional wheelchair station and securements | \$ 930.00 | | | | |
| 4 X2X Chassis - Extended length, high roof | \$ 3,800.00 | | | | |
| 5 U4X Chassis - Extended length, high roof, dual rear wheels | \$ 5,200.00 | | | | |
| 6 All Wheel Drive chassis | \$ 6,500.00 | | | | |
| 7 Double passenger rigid seat | \$ 1,660.00 | | | | |
| 8 Double passenger foldaway seat | \$ 1,950.00 | | | | |
| 9 Single passenger rigid seat | \$ 1,095.00 | | | | |
| 10 Single passenger foldaway seat | \$ 1,370.00 | | | | |
| 11 Three passenger bench seat | \$ 2,495.00 | | | | |
| 12 Four passenger bench seat | \$ 3,225.00 | | | | |
| 13 Additional chassis key | \$ 500.00 | | | | |
| 14 Bodily fluid kit | \$ 40.00 | | | | |
| 15 Diamond NV farebox and stanchion pole | \$ 2,990.00 | | | | |
| 16 Fog lights | \$ 450.00 | | | | |
| 17 Full length L-tracking per station | \$ 515.00 | | | | |
| 18 G02 Oxygen tank holder | \$ 475.00 | | | | |
| 19 Pre-wire +/- to glovebox area | \$ 125.00 | | | | |
| 20 Reverse sensing system | \$ 380.00 | | | | |
| 21 Securement storage bag | \$ 85.00 | | | | |
| 22 Dual USB port | \$ 170.00 | | | | |
| 23 Wheelchair lift door ajar light on dash | \$ 205.00 | | | | |
| 24 3-Camera system (AngelTrax) | \$ 3,395.00 | | | | |
| 25 4-Camera system (AngelTrax) | \$ 3,870.00 | | | | |
| 26 | \$ - | | | | |
| 27 | \$ - | | | | |
| 28 | \$ - | | | | |
| 29 | \$ - | | | | |
| 30 | \$ - | | | | |
| 31 | \$ - | | | | |
| 32 | \$ - | | | | |
| 33 | \$ - | | | | |
| 34 | \$ - | | | | |
| 35 | \$ - | | | | |
| 36 | \$ - | | | | |
| 37 | \$ - | | | | |
| 38 | \$ - | | | | |
| 39 | \$ - | | | | |
| 40 | \$ - | | | | |
| Total | | | | | \$ 132,863.00 |

| Sub-category 8: Gas, Rear Entry | | |
|---------------------------------|---|---------------|
| Vehicle Configuration Scenario | Vehicle / Options Description | Price |
| Base Vehicle (FTA) | PrimeTime Med Transit Exempt From Altoona Testing | \$78,976 |
| Base Vehicle (Non-FTA) | N/A | N/A |
| Back-Up Camera Rear View System | Included in base vehicle price | \$0 |
| Oxygen Tank Holder | Q'Straint G02 Oxygen Tank Holder | \$475 |
| Total Vehicle Price: | | 79,451 |

| Sub-category 8: Gas, Rear Entry | | |
|---------------------------------|----------------------------------|-----------------|
| Vehicle Configuration Scenario | Vehicle / Options Description | Price |
| Base Vehicle (FTA) | N/A | N/A |
| Base Vehicle (Non-FTA) | TCI Mobility RAM ProMaster | \$89,995 |
| Back-Up Camera Rear View System | Included in base vehicle price | \$0 |
| Oxygen Tank Holder | Q'Straint G02 Oxygen Tank Holder | \$475 |
| Total Vehicle Price: | | \$90,470 |

Pricelist for Sub-category 8- Gas, Rear Entry (FTA and Non-FTA):

| | | PrimeTime Med | | | | | | |
|----|--|----------------------------|---------------------|---------|--------------------------|--------------------|-------|---------------|
| 1 | Base Vehicle Year: | 2023 | Base Vehicle Model: | Transit | FTA compliant (Y/N): Yes | Base Vehicle Cost: | \$ | 78,976.00 |
| | | Full Option(s) Description | | | | Option Cost | | |
| 1 | Flashing lights, front and rear, mounted high | | | | | \$ | | 475.00 |
| 2 | 1000# lift in lieu of standard | | | | | \$ | | 685.00 |
| 3 | Additional wheelchair station and securements | | | | | \$ | | 1,140.00 |
| 4 | X2X Chassis - Extended length, high roof | | | | | \$ | | 3,800.00 |
| 5 | U4X Chassis - Extended length, high roof, dual rear wheels | | | | | \$ | | 5,200.00 |
| 6 | All Wheel Drive chassis | | | | | \$ | | 6,500.00 |
| 7 | Add double passenger rigid seat | | | | | \$ | | 1,795.00 |
| 8 | Add double passenger foldaway seat | | | | | \$ | | 2,155.00 |
| 9 | Add single passenger rigid seat | | | | | \$ | | 1,075.00 |
| 10 | Add single passenger foldaway seat | | | | | \$ | | 1,555.00 |
| 11 | Add three passenger bench seat | | | | | \$ | | 2,875.00 |
| 12 | Four passenger bench seat | | | | | \$ | | 3,595.00 |
| 13 | Additional chassis key | | | | | \$ | | 500.00 |
| 14 | Bodily fluid kit | | | | | \$ | | 60.00 |
| 15 | Diamond NV farebox with 1 vault | | | | | \$ | | 2,395.00 |
| 16 | Fog lights | | | | | \$ | | 450.00 |
| 17 | G02 Oxygen tank holder | | | | | \$ | | 475.00 |
| 18 | Pre-wire +/- to glovebox area | | | | | \$ | | 355.00 |
| 19 | Reverse sensing system | | | | | \$ | | 475.00 |
| 20 | Securement storage bag | | | | | \$ | | 115.00 |
| 21 | Wheelchair lift door ajar light on dash | | | | | \$ | | 355.00 |
| 22 | 3-Camera system (AngelTrax) | | | | | \$ | | 3,395.00 |
| 23 | 4-Camera system (AngelTrax) | | | | | \$ | | 3,870.00 |
| 24 | Front destination sign | | | | | \$ | | 7195.00 |
| 25 | BI-Fold bus door | | | | | \$ | | 6,595.00 |
| 26 | Shift N'Step moveable wheelchair lift platform | | | | | \$ | | 9,595.00 |
| 27 | Front passenger door entry conversion | | | | | \$ | | 3,595.00 |
| 28 | Remove wheelchair lift and securements | | | | | \$ | | (4,000.00) |
| 29 | | | | | | \$ | | - |
| 30 | | | | | | \$ | | - |
| 31 | | | | | | \$ | | - |
| 32 | | | | | | \$ | | - |
| 33 | | | | | | \$ | | - |
| 34 | | | | | | \$ | | - |
| 35 | | | | | | \$ | | - |
| 36 | | | | | | \$ | | - |
| 37 | | | | | | \$ | | - |
| 38 | | | | | | \$ | | - |
| 39 | | | | | | \$ | | - |
| 40 | | | | | | \$ | | - |
| | | | | | | | Total | \$ 145,251.00 |

| | | TCI Mobility RAM | | | | | | |
|----|--|----------------------------|---------------------|-----------|------------------------|--------------------|-------|---------------|
| 3 | Base Vehicle Year: | 2023 | Base Vehicle Model: | ProMaster | FTA compliant (Y/N): N | Base Vehicle Cost: | \$ | 89,995.00 |
| | | Full Option(s) Description | | | | Option Cost | | |
| 1 | Flashing lights, front and rear, mounted high | | | | | \$ | | 1,125.00 |
| 2 | 1000# lift in lieu of standard | | | | | \$ | | 600.00 |
| 3 | Additional wheelchair station and securements | | | | | \$ | | 930.00 |
| 4 | X2X Chassis - Extended length, high roof | | | | | \$ | | 3,800.00 |
| 5 | U4X Chassis - Extended length, high roof, dual rear wheels | | | | | \$ | | 5,200.00 |
| 6 | All Wheel Drive chassis | | | | | \$ | | 6,500.00 |
| 7 | Double passenger rigid seat | | | | | \$ | | 1,660.00 |
| 8 | Double passenger foldaway seat | | | | | \$ | | 1,950.00 |
| 9 | Single passenger rigid seat | | | | | \$ | | 1,095.00 |
| 10 | Single passenger foldaway seat | | | | | \$ | | 1,370.00 |
| 11 | Three passenger bench seat | | | | | \$ | | 2,495.00 |
| 12 | Four passenger bench seat | | | | | \$ | | 3,225.00 |
| 13 | Additional chassis key | | | | | \$ | | 500.00 |
| 14 | Bodily fluid kit | | | | | \$ | | 40.00 |
| 15 | Diamond NV farebox and stanchion pole | | | | | \$ | | 2,390.00 |
| 16 | Fog lights | | | | | \$ | | 450.00 |
| 17 | Full length L-tracking per station | | | | | \$ | | 515.00 |
| 18 | G02 Oxygen tank holder | | | | | \$ | | 475.00 |
| 19 | Pre-wire +/- to glovebox area | | | | | \$ | | 125.00 |
| 20 | Reverse sensing system | | | | | \$ | | 380.00 |
| 21 | Securement storage bag | | | | | \$ | | 85.00 |
| 22 | Dual USB port | | | | | \$ | | 170.00 |
| 23 | Wheelchair lift door ajar light on dash | | | | | \$ | | 205.00 |
| 24 | 3-Camera system (AngelTrax) | | | | | \$ | | 3,395.00 |
| 25 | 4-Camera system (AngelTrax) | | | | | \$ | | 3,870.00 |
| 26 | | | | | | \$ | | - |
| 27 | | | | | | \$ | | - |
| 28 | | | | | | \$ | | - |
| 29 | | | | | | \$ | | - |
| 30 | | | | | | \$ | | - |
| 31 | | | | | | \$ | | - |
| 32 | | | | | | \$ | | - |
| 33 | | | | | | \$ | | - |
| 34 | | | | | | \$ | | - |
| 35 | | | | | | \$ | | - |
| 36 | | | | | | \$ | | - |
| 37 | | | | | | \$ | | - |
| 38 | | | | | | \$ | | - |
| 39 | | | | | | \$ | | - |
| 40 | | | | | | \$ | | - |
| | | | | | | | Total | \$ 133,145.00 |

Category 2: ADA Mini Vans:

| Sub-category 3: Hybrid/Plug-In Hybrid, Side Entry | | |
|---|-------------------------------------|---------------|
| Vehicle Configuration Scenario | Vehicle / Options Description | Price |
| Base Vehicle (FTA) | N/A | N/A |
| Base Vehicle (Non-FTA) | VMI Toyota Sienna Hybrid Side Entry | \$82,235 |
| Back-Up Camera Rear View System | Included in base vehicle price | |
| Oxygen Tank Holder | G02 Oxygen Tank Holder | \$475 |
| Total Vehicle Price: | | 82,710 |

Pricelist for Sub-category 3- Hybrid/Plug-In Hybrid, Side Entry:

Sub-Category 3: Hybrid / Plug-In Hybrid (Side Entry)

| | | | | | | | | | |
|---|--------------------|------|--|-------------------|----------------------|----|--------------------|----|-----------|
| 1 | Base Vehicle Year: | 2023 | Base Vehicle Model: | VMI Toyota Sienna | FTA compliant (Y/N): | No | Base Vehicle Cost: | \$ | 82,235.00 |
| | | | Full Option(s) Description | | | | Option Cost | | |
| | | | 1 All Wheel Drive chassis | | | | \$ | | 3,150.00 |
| | | | 2 Additional set of wheelchair securements | | | | \$ | | 695.00 |
| | | | 3 Double foldaway seat | | | | \$ | | 2,100.00 |
| | | | 4 | | | | \$ | | - |
| | | | 5 | | | | \$ | | - |
| | | | 6 | | | | \$ | | - |
| | | | 7 | | | | \$ | | - |
| | | | 8 | | | | \$ | | - |
| | | | 9 | | | | \$ | | - |
| | | | 10 | | | | \$ | | - |
| | | | 11 | | | | \$ | | - |
| | | | 12 | | | | \$ | | - |
| | | | 13 | | | | \$ | | - |
| | | | 14 | | | | \$ | | - |
| | | | 15 | | | | \$ | | - |
| | | | 16 | | | | \$ | | - |
| | | | 17 | | | | \$ | | - |
| | | | 18 | | | | \$ | | - |
| | | | 19 | | | | \$ | | - |
| | | | 20 | | | | \$ | | - |
| | | | 21 | | | | \$ | | - |
| | | | 22 | | | | \$ | | - |
| | | | 23 | | | | \$ | | - |
| | | | 24 | | | | \$ | | - |
| | | | 25 | | | | \$ | | - |
| | | | 26 | | | | \$ | | - |
| | | | 27 | | | | \$ | | - |
| | | | 28 | | | | \$ | | - |
| | | | 29 | | | | \$ | | - |
| | | | 30 | | | | \$ | | - |
| | | | 31 | | | | \$ | | - |
| | | | 32 | | | | \$ | | - |
| | | | 33 | | | | \$ | | - |
| | | | 34 | | | | \$ | | - |
| | | | 35 | | | | \$ | | - |
| | | | 36 | | | | \$ | | - |
| | | | 37 | | | | \$ | | - |
| | | | 38 | | | | \$ | | - |
| | | | 39 | | | | \$ | | - |
| | | | 40 | | | | \$ | | - |
| | | | | | | | Total | \$ | 88,180.00 |

Delivery Fee:

| Delivery Destinations | Delivery Fee Per Mile (\$/mile) | Distance Traveled To Deliver Designation (Miles) | Delivery Fee |
|-----------------------------|---------------------------------|--|-----------------|
| Olympia | 2.65 | 39 | 103.35 |
| Seattle | 2.65 | 23 | 60.95 |
| Spokane | 2.65 | 285 | 755.25 |
| Average Delivery Fee | | | \$306.52 |

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. **BUSINESS TRANSPORTATION LIABILITY INSURANCE.** Business transportation liability insurance covering all owned, non-owned, and hired vehicles with limits not be less than \$1,000,000 combined single limit per accident. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability and Business Transportation Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance

satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services via email, and shall be sent to the email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

Email: DESContractsTeamMaple@des.wa.gov

Note: Email Subject line must state:

**Contract Insurance Certificate – Contract No. 07621 – ADA
Compliant Vans, Minivans, & Specialty Vehicles**

5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *