

**CONTRACT E194-74640-MA215
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
SONNY MERRYMAN INC.**

1. SCOPE OF CONTRACT

This is a Contract between the Division of Purchases and Supply, Department of General Services, acting as an agent of the Commonwealth of Virginia ("Commonwealth" or "Department of General Services" or "DGS" or "Division of Purchases and Supply" or "DPS") and Sonny Merryman, Inc (the "Contractor" or "Sonny Merryman"), a Virginia corporation having its principal place of business at P.O. Box 495, Rustburg, VA 24588 for the provision of Body on Chassis 15, 19, and 21 Passenger Vehicles, pursuant to the Commonwealth's Request For Proposal #E194-74640, dated July 31, 2015 (the "RFP") and the Contractor's proposal, dated September 1, 2015 in response thereto.

2. INTERPRETATION OF CONTRACT

As used in this Contract, "product" and "deliverables" shall include all related materials and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all executed orders and Attachments referencing the Contract (3) the RFP #E194-74640; and (4) the Contractor's proposal submitted in response to the RFP. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. AUTHORIZED USERS

This contract is the result of a competitive solicitation and its use is mandatory use with purchase orders submitted by Commonwealth of Virginia agencies, institutions of higher education, and other public bodies and entities authorized to use the Master Agreement by *Code of Virginia* §2.2-4301 and §2.2-4304, and includes private institutions of higher education chartered in Virginia as defined in *Code of Virginia* §2.2-1120 and granted tax-exempt status under *Internal Revenue Code* §501(c) (3) and *DRPT and/or FTA grant fund*

recipients. All entities described above are collectively referred to as “Authorized Users.”

4. TERM

The Contract shall be effective from December 11, 2015 through **December 10, 2017**. All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.

5. RENEWAL OF CONTRACT

The Contract may be renewed for up to **three (3)** additional one (1) year successive periods under the terms and conditions of the original contract and upon mutual written agreement between the parties. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period, of the Commonwealth's intent to renew the Contract.

6. PRICE ESCALATION-DE-ESCALATION

Discounts are to be considered the minimum for the entire term of the resulting contract. List price may be negotiated on an annual basis at the time of renewal or as negotiated. Price adjustments and/or discount adjustments may be permitted for changes in the contractor's cost of materials, services and other items that may not affect the price. The Producer Price Index of the United States Department of Labor, Bureau of Labor Statistics, Motor Vehicles Category WPS#141302 will be used by the Commonwealth as a guide in reviewing any Rate/Price increase requests. Price escalation may be authorized annually only at the time of contract renewal and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

The contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. All changes in the prices and / or discounts applicable to the Commonwealth must be approved in writing by the Division of Purchases and Supply prior to implementation by the contractor(s).

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

7. ADDITION/DELETION OF SERVICES

In the event that the Contractor wishes to add additional options to the contract, the Contractor shall submit such request to Department of General Services – Division of

Purchases and Supply, Dell Forehand for review at Orsdell.forehand@dgs.virginia.gov . Additional options are not authorized until approval is received from DGS/DPS, in writing, and have been added to the contract document.

8. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

9. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

10. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

11. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

13. DEBARMENT STATUS

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by the original solicitation or any resulting contract. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

14. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

15. PAYMENT

- A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. Contractor is hereby obligated:
 - a. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the Contract; or
 - b. To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in B.1.b above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subcontractor default) with the SWAM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and Subcontractors to accept electronic and credit card payments.

16. QUALIFICATIONS OF CONTRACTOR

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods. The Commonwealth reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy questions regarding the Contractor's capabilities.

17. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

18. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

19. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
- B. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one (1) of the following methods:
 1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

20. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

21. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

22. DRUG-FREE WORKPLACE

During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

24. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

25. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

26. FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the “financial deal”) applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better

financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon the Commonwealth's request (and annually), Contractor shall submit an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor

27. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

28. USE OF CONTRACT BY THIRD PARTIES

The intent of this Agreement is to allow for those receiving public funds to benefit from this contract to the maximum extent possible. Accordingly, Contractor shall enter a contract with any private entity that receives DRPT or FTA grant funds ("Private Buyer"), at the Private Buyer's request. Contractor shall confirm that the entity seeking to enter a contract is, in fact, a Private Buyer.. If so, the contract between Contractor and the Private Buyer shall be, in all material respects and where applicable, identical to this Agreement, with the following modifications and exceptions:

1. The term "Authorized User" means the Private Buyer that receives DRPT or FTA grant funds.
2. The terms "Agreement" and "Contract" mean the contract between Contractor and the Private Buyer, where appropriate.
3. Only where necessary to effectuate the purpose that Private Buyers' rights under their contracts be materially identical to this Agreement, the term "Commonwealth" means the Private Buyer.
4. The following provisions of the General Terms and Conditions are not part of contracts with Private Buyers: L, O(2), Q, W, and X.
5. Modifications made to this contract by the Commonwealth will not be applied to contracts with Private Buyers. Contractor shall, within ten business days of executing a modification of the Agreement, offer to each Private Buyer to make an equivalent modification, which must be agreed to by the Private Buyer in writing. No other modifications of the terms and conditions of a Private Buyer's contract may be made.

6. Orders placed under a Private Buyer's contract require payment of the Surcharge Adjustment Fee, as though they were placed by a Commonwealth agency. Such orders shall be reported as though they were placed under this Agreement, but with a notation indicating they were made under a Private Buyer's contract.

Contractor shall notify the Commonwealth of Virginia, Division of Purchases and Supply (DPS) in writing by providing DPS a Contract Sales and Usage report for any entity placing an order(s) to use this Agreement in accordance with Contract Reporting provisions, herein.

This is a master agreement and no modification of the Agreement is required for an Authorized User to participate. However, any Authorized User outside the Commonwealth of Virginia, but within the United States, or any territory or legal entity thereof, and Contractor shall complete a "Participating Addendum," to be provided by DPS, prior to the use of the Agreement before the Contractor shall accept any Order from such an Authorized User outside of the Commonwealth, with a copy of the completed Participating Addendum provided to the Contract Officer, DPS Procurement.

Authorized Users will place their own Orders directly with the Contractor and will independently administer their use of this Agreement to include contractual disputes, and invoicing and payments, without direct administration from DPS. Neither the Commonwealth nor DPS shall be held liable for any costs or damages by any other participating Authorized User.

Contractor and Authorized User agree that neither the Commonwealth nor DPS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Agreement for such acts or omissions, no matter the circumstances.

The use of the Agreement does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

29. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Dell Forehand, Contract Officer
1111 East Broad Street
Richmond, VA 23218
Tel.: 804-786-0078
Fax: 804-786-2712
Email: orsdell.forehand@dgs.virginia.gov

SONNY MERRYMAN INC

Mark Roberts, Senior VP, COO
P.O. Box 495
Rustburg, VA 24588
Tel.: 800-533-1006 x311
Fax: 434-821-8203
Email: Mark@buyabus.com

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.

30. DELIVERY AND STORAGE

Contractor hereby certifies that it will meet any firm delivery or performance date provided herein, or any Order issued referencing the Contract. Contractor shall be responsible to make all arrangements for delivery, unloading, receiving and storing materials in any facility during installation of any equipment provided as a part of their services under this Contract. The Authorized User will not assume any responsibility for receiving these shipments. Contractor shall check with Authorized User and make necessary arrangements for security and storage space in a facility during installation.

31. PROMOTIONAL DISCOUNTS

For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Contract, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users during the term of the Contract. Such notice shall also advise the duration of the specific sale or discount price. The Contract Officer shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Contract.

32. EXTRA CHARGES NOT ALLOWED

Pricing for all Equipment covered under warranty/maintenance that is being returned as a furnish and install as a result of a return from the manufacturer or depot service, repair or replacement shall include complete delivery and installation and ready for the Commonwealth's or Authorized User's use and include all applicable freight and installation charges; extra charges shall not be allowed. Delivery charges for the vehicle shall include an initial 50 miles from the dealership to the ordering entity. If the ordering entity is over 50 miles away, the miles in excess of 50 shall be calculated at \$1.80 per mile and included on the eVA purchase order.

33. FINAL INSPECTION

At the conclusion of work, for any equipment being returned as a furnish and install upon return of equipment under warranty/maintenance from manufacturer or depot service, repair or replacement, Contractor shall demonstrate to the Authorized User's representative that the equipment or work is fully operational and in compliance with OEM or contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense, prior to final acceptance of the equipment or the work by an Authorized User.

34. INSTALLATION

As applicable, for any product requiring installation, Contractor agrees to deliver, assemble,

install and set in place all items, ready for use or acceptance testing, as appropriate, and remove all crating and other shipping debris from the Authorized User's premises.

35. PRODUCT AVAILABILITY / SUBSTITUTION

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer or the Authorized User. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the product for which a Contract Order was issued becomes unavailable to the Contractor.

36. MAINTENANCE MANUALS

As necessary in the performance of equipment under this Contract, or as otherwise appropriate, Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

37. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By their signature on this Contract, Contractor certifies and warrants that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.

38. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

39. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the Contract Officer. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Contract Officer the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

40. CONTRACTOR ACCESS TO AUTHORIZED USER LOCATIONS

The Commonwealth or any Authorized User using the Contract shall grant to Contractor personnel such access to their location as may be necessary or appropriate for Contractor to perform its obligations under this Contract, subject to all security issues. For any individual Authorized User location, the Contractor may be required to undergo additional

security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Authorized User location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Authorized User would consider reasonable for security measures. These forms may include the individual employee's agreement that all Authorized User information that is garnered while at the Authorized User's site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Contract, and subject to any remedies the Commonwealth or any Authorized User is entitled to thereby.

41. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement

42. EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

The Contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1.0%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1.0%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Contractor shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

Failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for

default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov

43. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other contract containing contractual terms and conditions; excluding the Participating Addendum as required for as stipulated under the section herein entitled "Use Of Contract By Third Parties." Notwithstanding the aforementioned, any documents signed by persons other than the Director, DPS Procurement or their authorized designee shall have no validity or effect upon the Contract

44. LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia's, Department of General Services, the Offeror shall provide any type of information the Agency deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described herein.

45. ORDERS

Authorized Users may order Goods and/or Services from this Contract by any of the following methods:

- a. eVA: Use of eVA for ordering is mandatory for all Commonwealth agencies and institutions of higher education. All other Commonwealth public bodies and Authorized Users are encouraged to place orders through eVA, the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>. Authorized Users that are not Commonwealth Authorized Users that wish to utilize this Contract may use their own purchase order process, as long as reference is made to the contract number.
- b. Purchase Order (PO): An official PO form issued by an Authorized User.
- c. Over the Counter Purchases: Charge card purchases, made at the site of the sale and picked up by the individual, are not required to be processed through eVA.

This ordering authority is solely limited to issuing orders for Goods and/or Services available

under this Contract.

46. E-VERIFY PROGRAM

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

47. CANCELLATION OF CONTRACT

The Contract Officer reserves the right to cancel and terminate any resulting Contract, in part or in whole or individual order, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial Contract period is for more than twelve (12) months, then the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

48. CONTINUITY OF SERVICE

The Contractor recognizes that goods/services under this Contract are vital to the agency and must be continued without interruption and that, upon Contract expiration, a successor, either the agency or another Contractor, may continue them. The Contractor agrees:

- a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b. To make all agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- c. That the Agency Contract Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the

Contract Officer in writing prior to commencement of said work.

49. WARRANTY

All products purchased under this contract will minimally include the most favorable Original Equipment Manufacturer's warranty which will pass directly to the Commonwealth. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of the Commonwealth, except in the event that the Commonwealth fails to provide timely notice of product failure to the Contractor. The Contractor should provide a toll-free number for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from the Contractor should be provided to the Commonwealth as an option and priced as discounted off list price. Warranty shall commence upon the date of acceptance unless the vehicle is deemed not acceptable, in writing, to the Contractor within 24 hours of delivery. If the Authorized User has not provided written acceptance or rejection within 24 hours, the warranty period will commence at the end of the 24 hour period.

50. INSPECTION / LATENT DEFECTS

All products are subject to inspection and testing by the ordering Authorized User. Products that do not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when Products are used after acceptance has occurred. If latent defects are found at any time during the term of this Contract, the Contractor shall repair or replace the defective Products. This remedy shall be in addition to any other remedies or obligations under this Contract or provided by law.

51. PRODUCT SATISFACTION

The Contractor should act as a customer advocate and coordinator for communication with the manufacturers and is responsible for performance and problem resolution. The Contractor's responsibility for support continues even if the Contractor discontinues selling a manufacturer's product to the extent that resolution is available from the manufacturer. The contractor must take the necessary actions with manufacturers to reduce, minimize and prevent stock-outs of products and to ensure that promised lead times are accurate. Customer satisfaction will be a determining factor in measuring the Contractor's performance. The Contractor will be expected to routinely monitor customer satisfaction and regularly report all feedback in a format acceptable to the Commonwealth.

52. DEALER PREPARATION

Prior to delivery the vendor must perform new vehicle service preparation in accordance with manufacturer specifications. Vehicles must be delivered clean and complete and ready for service including a current Virginia State Inspection. Each vehicle must be delivered with half (1/2) a tank of gas. Vehicles delivered without proper dealer preparation may be rejected and vendor shall pickup the vehicle, service it properly and re-deliver to Authorized User.

53. TEMPORARY LICENSE

A 30-day license tag shall be furnished with each vehicle delivered.

54. TITLE PAPERS

All papers for titling purposes shall be delivered with the vehicle. These papers include New Vehicle Warranty Information, New Vehicle Standard Owners Manual, Manufacturer's Statement of Origin (MSO), Delayed Warranty Start Form, Emissions Certifications stating the vehicles meets U.S. Government Standards for sale in the Commonwealth of Virginia, and any other such documents necessary for delivery.

55. CONTRACTOR GENERATED ORDER CONFIRMATION

Contractor shall send the ordering agency an electronic/written confirmation of receipt of the purchase order to include confirmation of the options, color choices, etc being placed. eVA's automated email confirmation functionality may not be used to confirm orders. This applies to all orders issued against this contract. This information must be completed within five (5) business days after receipt of the order and must indicate the date the order was placed with the manufacturer. Confirmation emails should be sent to the "ordering person" listed on the eVA purchase order.

56. Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 U.S.C. § 40118 (the "Fly America" Act) in accordance with the United States General Services Administration ("U.S. GSA") regulations stating that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

57. Buy America Requirements (Rolling Stock)

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000) Contractor shall comply with 49 U.S.C. § 5323(j) and 49 C.F.R. pt. 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in Federal Transit Administration ("FTA") funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. § 661.11 and as amended by MAP-21

(5325). Rolling stock must be manufactured in the U.S. and have a minimum 60 percent domestic content and adhere to contract term limitations. A Contractor shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

58. Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned U.S. flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for U.S. flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the U.S. or within 30 working days following the loading date of shipments originating outside the U.S., a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through Contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

59. Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

60. Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

61. Bus Testing

Contractor [manufacturer] shall comply with 49 U.S.C.ch. 53 and FTA's implementing regulation 49 C.F.R. pt. 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.

2. A manufacturer who releases a report under paragraph one above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the U.S. before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

62. Pre-Award & Post Delivery Audit Requirements

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey Contractor shall comply with 49 U.S.C. ch. 53 and FTA's implementing regulation 49 C.F.R. pt. 663 and submit the following certifications:

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

1. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
2. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
3. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
4. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

63. Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104 - 65 [codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. pt. 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

64. Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 C.F.R § 18.36(i), Contractor shall provide the purchaser, the FTA, the U.S. Comptroller General or their authorized representatives access to any books, documents, papers and Contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 C.F.R. § 633.17, provide authorized FTA representatives, including any Project Management Office (PMO) Contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)(1), which is receiving FTA assistance through the programs described at 49 U.S.C.§§ 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 C.F.R. § 633.17, Contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. § 5302(a)(1), which receives FTA assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 C.F.R. § 19.48, Contractor shall provide the purchaser, the FTA, the U.S. Comptroller General or their authorized representatives, access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 U.S.C.§ 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. § 5302(a)(1)) through other than competitive bidding, Contractor shall make available records related to the contract to the purchaser, the Secretary of U.S. Department of Transportation and the U.S. Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the recipient, FTA Administrator, U.S. Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.). FTA does not require the inclusion of these requirements in subcontracts.

65. Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

66. Clean Air

1. Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 U.S.C. § 7401 *et seq.* Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
2. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

67. Contract Work Hours and Safety Standards Act

Applicability – Contracts over \$100,000

1. Overtime requirements - No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph one of this section, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph one of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph one of this section.
3. Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of United States Department of Labor ("U.S. DOL") withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph two of this section.
4. Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime Contractor shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

68. No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

1. The recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the U.S. Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the U.S. Government, the U.S. Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

69. Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and United States Department of Transportation (“U.S. DOT”) regulations, “Program Fraud Civil Remedies,” 49 C.F.R. pt. 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the U.S. Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the U.S. Government deems appropriate.
2. If Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the U.S. Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 on Contractor, to the extent the U.S. Government deems appropriate.
3. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

70. Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

1. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to Contractor when it is in the

recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If Contractor is in possession of any of the recipient's property, Contractor shall account for same, and dispose of it as the recipient directs.

2. Termination for Default [Breach or Cause] (General Provision) If Contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and Contractor fails to perform in the manner called for in the contract, or if Contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to Contractor setting forth the manner in which Contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Contractor, the recipient, after setting up a new delivery or performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.
3. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against Contractor and its sureties for said breach or default.
4. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
6. Termination for Default (Supplies and Service) If Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.
7. Termination for Default (Transportation Services) If Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time

specified in this contract or any extension or if Contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while Contractor has possession of the recipient goods, Contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

8. Termination for Default (Construction) If Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if Contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to Contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from Contractor's refusal or failure to complete the work within specified time, whether or not Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall Contractor be charged with damages under this clause if:
 - a. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another Contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
 - b. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.
9. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of Contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this

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

10. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on Contractor. The notice shall state whether termination is for convenience of the recipient or for default of Contractor. If termination is for default, the notice shall state the manner in which Contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to Contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to Contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to Contractor. If termination is for the recipient's convenience, Contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of Contractor, the recipient, after setting up a new work schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

71. Government-Wide Debarment and Suspension (Non-Procurement)

The Recipient agrees to the following:

1. It will comply with the requirements of 2 C.F.R. pt.180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. pt. 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: (1) U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. pt. 1200, (2) U.S. Office of Management and Budget ("U.S. OMB), "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-Procurement)," 2 C.F.R. pt. 180, including any amendments thereto, and (3) Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. pt. 1200, and (c). It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (a) Will comply with Federal debarment and suspension requirements, and (b) Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. pt. 1200, and

2. If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project; (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office; or (c) FTA Chief Counsel.

72. Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

73. Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

- A. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's Nondiscrimination statute):
 1. FTA's Nondiscrimination statute prohibits discrimination on the basis of: (a) race; (b) color; (c) religion; (d) national origin; (e) sex; (f) disability; or (g) age; and
 2. The FTA Nondiscrimination statute's prohibition against discrimination includes: (a) exclusion from participation; (b) denial of program benefits; or (c) discrimination, including discrimination in employment or business opportunity,
 3. Except as FTA determines otherwise in writing: (a) General. Follow: (1) the most

recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and (2) other applicable Federal guidance that may be issued, but (b) exception for the Tribal Transit Program: FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:

1. Prohibit discrimination based on: (a) race; (b) color; or (c) national origin.
2. Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. pt. 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section A, and
3. Except as FTA determines otherwise in writing, follow: (a) the most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance; (b) United States Department of Justice ("U.S. DOJ"), "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) other applicable Federal guidance that may be issued,

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; (b) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a and d. Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing,
2. General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: (1) race; (2) color; (3) religion; (4) sex; (5) disability; (6) age; or (7) national origin; (b) take affirmative action that includes, but is not limited to: (1) recruitment advertising; (2) recruitment; (3) employment; (4) rates of pay; (5) other forms of compensation; (6) selection for training, including apprenticeship; (7) upgrading; (8) transfers; (9) demotions; (10) layoffs; and (11) terminations; but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".
3. Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. DOL, the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract

Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. ch. 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note.

- D. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows:
1. Requirements. The Recipient agrees to comply with: (a) § 1101(b) of MAP-21, 23 U.S.C. § 101 note; (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. pt. 26; and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a;
 2. Assurance. As required by 49 C.F.R. § 26.13(a) and (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: (1) have a DBE program meeting the requirements of 49 C.F.R. pt. 26; and (2) implement a DBE program approved by FTA; and
 3. Establish an annual DBE participation goal.
Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. pt. 26, the Recipient provides assurance that the Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. pt. 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. pt. 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. pt. 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. pt. 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*;
 4. Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. pt. 26 under MAP-21 and previous legislation.
- E. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. pt. 25, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.

- F. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:
1. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age;
 2. U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. pt. 1625, which implements the ADEA,
 3. The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds;
 4. U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. pt. 90, which implements the Age Discrimination Act of 1975; and
 5. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a.
- G. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:
1. Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities; (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities. Titles I, II, and III of the ADA apply to FTA Recipients. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer;” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and (e) other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities;
 2. Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. pt. 37; (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. pt. 27; (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. pt. 39; (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. pt. 1192 and 49 C.F.R. pt. 38; (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. pt. 35; (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. pt. 36; (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. pt. 1630; (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. pt. 64, Subpart F; (i) U.S. ATBCB

regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. pt. 1194; and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. pt. 609; and

3. Other applicable Federal civil rights and nondiscrimination guidance.

H. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:

1. The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*;
2. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*; and
3. The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

I. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:

1. Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note; and
2. U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087 (Dec. 14, 2005).

J. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to:

1. Comply with other applicable Federal nondiscrimination laws and regulations, and
2. Follow Federal guidance prohibiting discrimination.

K. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

74. Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon Contractor and Contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, Contractor shall continue performance under this contract while matters in dispute are being resolved.

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

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

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

75. Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

1. This contract is subject to the requirements of 49 C.F.R. pt. 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10 percent. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
2. The Contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 C.F.R. pt. 26 in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. § 26.13(b)).
3. If a separate contract goal has been established, Contractors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 C.F.R. § 26.53.
4. If no separate contract goal has been established, the successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
5. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the recipient. In addition, the Contractor may not hold retainage from its subcontractors or must return any retainage

payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and Contractor's receipt of the partial retainage payment related to the subcontractor's work. **General Term and Condition 10.B, Payment to Subcontractors, requires that Contractor pay its subcontractors performing work related to this contract within seven days, which is more stringent. Section 10.B and shall supersede the 30-day requirement stated above.**

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

76. Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts. **General Term and Condition 10.B, Payment to Subcontractors, requires that Contractor pay its subcontractors performing work related to this contract within 7 days, which is more stringent, and shall supersede the 30 day requirement stated above.**

77. Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by U.S. DOT, whether or not expressly stated in the preceding contract provisions. All U.S. DOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

78. Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

79. Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor shall comply with the requirements of 49 U.S.C. 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

80. Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 (Jan. 8, 2001) *et seq.*, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

81. Access Requirements for Persons with Disabilities

Contractor shall comply with 49 U.S.C. 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

82. Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, Contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

83. Interest of Members or Delegates to Congress

No members of, or delegates to, the U.S. Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

84. Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible Contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for Contractor pursuant to this contract. If Contractor is on the Comptroller General's list of ineligible Contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

85. Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

86. Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

87. Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and U.S. DOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 C.F.R. §§ 18.31-18.34, 49 C.F.R. §§ 19.30-19.37, 49 C.F.R. pt. 24 MAP-21, 49 C.F.R. pts. 18 or 19, 49 U.S.C. § 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

88. Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087 (Dec. 14, 2005).

89. Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 (April 15, 1997), and (3) the most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

90. Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.S.C. ch. 53. The U.S. EPA, FHWA and other

federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

91. Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

92. Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non -federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non-Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in § 3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

93. Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

94. CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

FEDERAL CERTIFICATIONS

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Contractor/Company Name)

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

☐ If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

☐ The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. § 3801, et seq., are applicable thereto.

Name of Contractor/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

1. It will comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 C.F.R. pt. 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government-wide

Debarment and Suspension (Non-procurement)," 2 C.F.R. pt. 180,

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

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspended,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

FTA, GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 C.F.R. pt. 1200 and 2 C.F.R. pt. 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier Contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 C.F.R.

pts. 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently
declared by any Federal department or agency to be:

- a. Debarred from participation in its federally funded Project,
- b. Suspended from participation in its federally funded Project,
- c. Proposed for debarment from participation in its federally funded
Project,
- d. Declared ineligible to participate in its federally funded Project,
- e. Voluntarily excluded from participation in its federally funded Project,
or
- f. Disqualified from participation in its federally funded Project, and

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

Certification

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____

BUS TESTING CERTIFICATION

The undersigned Contractor [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 C.F.R. pt. 665.

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

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. pt. 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer in accordance with federal law.

—

Name of Contractor/Company Name

Type or print name

Signature of authorized representative

Signature of notary and SEAL

Date of Signature: ____/____/____

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

BUY AMERICA REQUIREMENTS

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

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

As required by 49 C.F.R. pt. 663 – Subpart B,

(the recipient) is satisfied that the buses to be purchased,

_____ (number and description of buses) from

—

_____ (the manufacturer), meet the requirements of § 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended. The recipient or its appointed analyst _____ (the analyst – not the manufacturer or its agent), has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the buses identified by manufacturer, country of origin, and cost; and (2) the proposed location of the final assembly point for the buses, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by 49 C.F.R. pt. 663 – Subpart B,

_____ (the
recipient) certifies that the buses to be
purchased, _____

_____ (number and description of buses)

from _____ (the manufacturer), are the
same product described in the recipient's solicitation specification and that the proposed
manufacturer is a responsible manufacturer with the capability to produce a bus that meets the
specifications.

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by 49 C.F.R. pt. 663 – Subpart D,

_____ (the recipient) certifies that it received, at the
pre-award stage, a copy of _____'s (the
manufacturer) self-certification information stating that the buses,

_____ (number and description of buses), will comply with the
relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety
Administration in 49 C.F.R. pt. 571.

Date: _____

Signature: _____

Title: _____

PRE-AWARD CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)
71 ed. Reg. 14117 (Mar. 21, 2006), as amended at 72 Fed. Reg. 53698 (Sept. 20, 2007); 74 Fed. Reg. 30239 (June 25, 2009)

PRE-AWARD AUDIT REQUIREMENTS

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

DESCRIPTION OF PRE-AWARD AUDIT

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

PRE-AWARD BUY AMERICA CERTIFICATION

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

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

PRE-AWARD PURCHASERS REQUIREMENTS CERTIFICATION

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

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

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

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by 49 C.F.R. pt. 663 – Subpart D, the recipient certifies that it received, at the pre-award stage, a copy of the manufacturers self-certification information stating that the buses will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 C.F.R. pt. 571.

Contractor or Contractor Certificate of:

COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The Contractor or Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Company _____

Name _____ Title _____

Signature _____ Date _____

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

Contractor or Contractor Certificate of:

NON-COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The Contractor or Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. § 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

As required by 49 C.F.R. pt. 663-Subpart C, the

(Recipient's name)

Certifies that a resident inspector,

(Name of inspector)

was at _____ (the manufacturer's)
manufacturing site during the period of manufacture of the buses, _____
_____ (description of buses).

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

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

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

As required by 49 C.F.R. pt. 663-Subpart C, the

(Recipient's name)

certifies that a resident inspector,

(Name of inspector)

was at _____ (the manufacturer's)
manufacturing site during the period of manufacture of the buses, _____
_____ (description of buses).

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

Signature: _____ Date ____/____/____

Title: _____

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each Contractor for this contract must certify that it has complied with the requirements of 49

C.F.R. § 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the Contractor named below, that it has complied with the provisions of 49 C.F.R. § 26.49 and that I am duly authorized by said Contractor to make this certification.

CONTRACTOR/COMPANY

Name of Contractor/Company _____

Signature of Representative _____

Type or Print Name _____

Title _____

Date ____/____/____

NOTARY

Type or Print Name _____

Signature of Notary _____

Place Notary SEAL Here:

Post Delivery Certifications
POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK
(RECIPIENT)

POST DELIVERY AUDIT REQUIREMENTS

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

DESCRIPTION OF POST DELIVERY AUDIT

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

POST DELIVERY BUY AMERICA CERTIFICATION

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

A. There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under §§ 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or

B. The recipient is satisfied that the rolling stock received meets the requirements of §§ 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:

1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.

POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION

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

A. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:

1. Provide accurate records of all vehicle construction activities; and
2. Address how the construction and operation of the vehicles fulfills the contract

specifications.

B. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.

C. For procurements of:

1. Ten or fewer buses; or
2. Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW

A. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.

B. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 C.F.R. pt. 571, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (RECIPIENT) Cont.

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

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

Agency_____

Name_____ Title_____

Signature_____ Date_____

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

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

Agency_____

Name_____ Title_____

Signature_____ Date_____

POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR)

POST DELIVERY AUDIT REQUIREMENTS

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

DESCRIPTION OF POST DELIVERY AUDIT

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

POST DELIVERY BUY AMERICA CERTIFICATION

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

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

POST DELIVERY PURCHASERS REQUIREMENTS CERTIFICATION

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

- A. Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:
 - 1. Provide accurate records of all vehicle construction activities; and
 - 2. Address how the construction and operation of the vehicles fulfills the contract specifications.
- B. After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.
- C. For procurements of:

1. 10 or fewer buses; or
2. Procurements of 20 vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

POST DELIVERY AUDIT REVIEW

A. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.

B. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

POST DELIVERY FMVSS COMPLIANCE CERTIFICATION

If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 C.F.R. pt. 571, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.

POST DELIVERY CERTIFICATION FOR PROCUREMENT OF ROLLING STOCK (VENDOR) Cont.

Certificate of COMPLIANCE with Buy America and FMVSS Rolling Stock Requirements

The Contractor or Contractor hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Company _____

Name _____ *Title* _____

Signature _____ *Date* _____

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

The Contractor or Contractor hereby certifies that it cannot comply with the requirements of 49 U.S.C.

§. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. § 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

CER 1.1 Non-Collusion Affidavit

This affidavit is to be filled out and executed by the Proposer; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Proposer should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of _____, County of _____	
I, _____, being first duly sworn, do hereby state that (Name of Affiant)	
I am _____ of _____ (Capacity) (Name of Firm, Partnership or Corporation)	
whose business is _____	
and who resides at _____	
and that _____ (Give names of all persons, firms, or corporations interested in the bid)	
is/are the only person(s) with me in the profits of the herein contained Contract; that the Contract is made without any connection or interest in the profits thereof with any persons making any bid or Proposal for said Work; that the said Contract is on my part, in all respects, fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.	
_____ Signature of Affiant	_____ Date
Sworn to before me this _____ day of _____, 20____.	
_____ Notary public	_____ My commission expires
Seal	

CER 1.2 DBE Approval Certification

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

Name and title of the proposer's authorized official:

Authorized signature

Date

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SONNY MERRYMAN INC.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY**

BY: _____

BY: _____

NAME: _____
Printed

NAME: _____
Printed

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**ATTACHMENT A
TO
CONTRACT E194-74640-MA215
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SONNY MERRYMAN INC.**

GOODS AND PRICING SCHEDULE

Attachment "A" is hereby incorporated into and made an integral part of Contract E194-74640-MA215 between the Commonwealth of Virginia and Sonny Merryman Inc. In the event of any discrepancy between this Attachment "A" and the Contract, the provisions of the Contract shall control.

I. LISTING OF GOODS AND SERVICES

All requirements stated in the Commonwealth's RFP #E194-74640, Section V, entitled "Statement of Needs"; and the Solution, including all goods and services, and integral products to the Solution, as applicable and as delineated in Contractor's proposal, submitted in response thereto, for the provision of 15, 19 and 21 Passenger Body on Chassis Vehicles as delineated therein, in accordance with the following, or as otherwise stipulated in any Modification to this Contract.

II. CONTRACT PERIOD

The contract shall be effective from December 11, 2015 through December 10, 2017.

There are three (3) potential one-year renewal options available for this contract.

III. VENDOR LOCATIONS

Corporate Headquarters: 5120 Wards Road, Evington, VA 24550 (serving all of Central and Southwest Virginia)

Tidewater: (Beginning Spring 2017) 1221 Fleetway Drive, Chesapeake, VA (serving all of Tidewater and South Central Virginia)

Northern Virginia: 10149 Piper Lane, Bristow, VA 20136 (Serving all of Northern Virginia including Northern Neck)

IV. PRICING SCHEDULE

A. Delivery Lead Time: 150 Days After Receipt of Order (ARO)

B. Delivery and Delivery Charges:

The Vendor shall provide delivery for the product(s) purchased in accordance with the following:

- a. Distance: shall be calculated by the number of actual miles from the vendor's physical address to the delivery point specified by the ordering entity. Mileage shall be determined using Google maps at <https://www.maps.google.com> with the results rounded up to the next whole mile.
- b. Included miles: Distance equal to or less than 50 miles and all deliveries to DRPT at 600 East Main Street, Richmond, VA 23219. Vehicle(s) shall be delivered FOB Destination, freight included. No extra charges are permitted.
- c. Additional Mileage: Distance equal to or more than 51 miles: the vendor may add an additional delivery charge of no more than \$1.80 per mile of the difference between the actual total distance minus 50 miles. (Example: Actual total distance = 172 miles, minus 50 included miles, equals 122 miles in which an additional delivery charge per mile could be charged.)
- d. Single purchase orders for multiple vehicles: Vendor should offer a reduced delivery rate for multiple vehicles ordered on any single purchase order. The regular rate provided must be equal to or less than \$1.80 per mile applicable to the first vehicle and any reduced rates should apply to subsequent vehicles on the same purchase order. Partial shipments of any single order made at the option of the Vendor shall not change delivery charges.
- e. Delivery Notification: The Contractor shall provide the Authorized User five (5) working days notice prior to delivery to inspect the vehicles. The vehicle shall be in acceptable condition upon delivery and will be accepted only by an authorized person designated by the agency. Delivery shall be made during normal business hours (Monday through Friday 8am to 5pm), unless specified otherwise. Contractor shall use the contact information listed on the eVA purchase order unless stated otherwise.

C. Pricing Schedule: Chevrolet Body on Chassis (Specifications below in E.)

[Please refer to order spreadsheet on the eVA for planning and current pricing](#)

<u>Description</u>	<u>Contract Price</u>
15 Passenger Low Floor, BOC-Chevrolet (12 Ambulatory, 2 wheelchairs & Driver)	\$86,763.00 base vehicle price
19 Passenger Low Floor, BOC-Chevrolet (16 Ambulatory, 2 Wheelchairs & Driver)	\$89,823.00 base vehicle price
21 Passenger Low Floor, BOC-Chevrolet (18 Ambulatory, 2 Wheelchairs & Driver)	\$92,673.00 base vehicle price

D. Additional Options & Pricing

	<u>Order Code</u>	<u>Description</u>	<u>List Price</u>	<u>Discount %</u>	<u>Contract Price</u>
1	DD	Duramax 6.6 Liter Diesel Engine in lieu of standard gasoline engine	\$14,750.00	12%	\$12,980.00

2	34 FW	Add 34 inch two passenger foldaway vertical flip seat (price per seat) in the wheelchair securement area (if available on selected model)	\$835.00	12%	\$734.80
3	SL 2	Strobe lights (2), one each roof mounted at front and rear caps. Strobes to be Specialty Model 205 mini strobe (2.25" high) or equal.	\$750.00	12%	\$660.00
4	QRT Max	Q-Straint QRT Max wheelchair securement systems in lieu of standard, each.	0		0
5	G2E	USSC G2E Driver Seat	\$1,905.00	12%	\$1,676.40
7	RHB	Rear help bumper	\$995.00	12%	\$875.60
8	GP	Ground plane installed in roof with interior door and cable conduit with pull wire routed to cab area. Please provide per unit price.	\$270.00	12%	\$237.60
9	SSWI	Stainless steel wheel inserts	\$395.00	12%	\$347.60
10	FAPS	Folding arm rests per seat	\$33.00	12%	\$29.04
11	HR	Adjustable head rests per seat	\$95.00	12%	\$85.00
12	ABS	ABS seat backs	\$89.00	12%	\$80.00
13	FRS	Front roller type destination sign (25 stations)	\$2,020.00	12%	\$1,820.00
14	SRS	Side roller type destination sign (25 stations)	\$3,539.00	12%	\$3,114.32
15	DSL	Destination sign lettering (per placement, per sign)	\$39.00	12%	\$34.32
16	DLDB	Driver's locking document box – cabinet style with key lock on door	\$360.00	12%	\$316.80
17	DMXV	Diamond Model XV fare-box with two vaults	\$1,985.00	12%	\$1,746.80
18	MANS	Chassis Shop manuals	\$585.00	12%	\$514.80
19	ICSA	Freedman integrated child restraint seats - single child restraint seat with companion seat	\$1,185.00	12%	\$1,042.80

20	ICSB	Freedman integrated child restraint seats – dual child restraint seats	\$1,767.00	12%	\$1,554.96
21	L4	Level four seat covering – per seat	\$73.00	12%	\$64.24
22	L5	Level five seat covering – per seat	\$85.00	12%	\$74.80
23	L6	Level six seat covering – per seat	\$95.00	12%	\$83.60
24	RPS	Reclining passenger seats – each	\$78.00	12%	\$68.64
25	IBR	30" x 42" interior baggage rack	\$865.00	12%	\$761.20
26	AWC	Add wheelchair position	\$1,220.00	12%	\$1,073.60
27	DRD	Delete rear door (credit)	(\$340.00)		(\$340.00)
28	OSR	Overhead standee rail (one)(standard on 15 and 19 BOC)	standard		standard
29	OSR2	Overhead standee rails (two)- in lieu of one that is standard	standard		standard
30	OPB	Overhead interior parcel bins	\$1,620.00	12%	\$1,425.60
31	BSRL	Bullet style reading lights – each	\$73.00	12%	\$64.24
32	RFT	Reflexite reflective tape package (egress windows and body outline)	\$405.00	12%	\$356.40
33	SS	Standee straps (each)	\$39.00	12%	\$34.32
34	SWDL2	Sportworks DL2 two position bike rack painted steel	\$2,725.00	12%	\$2,398.00
36	EGW	Egress windows over standard (each)	\$89.00	12%	\$78.32
37	HORIZON	Luminator front and side destination signs(provide model number)	\$9,195.00	12%	\$8,091.60
38	MOBILITE	Twin Vision front and side electronic destination signs (provide model number)	\$7,645.00	12%	\$6,727.60
39	NSS	Next stop signal system	\$1,415.00	12%	\$1,245.20
40	CCS	Child "Checkmate" system	\$390.00	12%	\$343.20
41	SMH	Sportworks mounting hardware (exclusive of rack, installed)	\$1,145.00	12%	\$1,007.60
42	REI3	REI three camera video surveillance system	\$3,000.00	12%	\$2,640.00

43	REI4	REI four camera video surveillance system	\$3,390.00	12%	\$2,983.20
44	REI5	REI five camera video surveillance system	\$4,500.00	12%	\$3,960.00
45	ASF	Altro safety vinyl flooring	\$1,390.00	12%	\$1,223.20
46	ASW	Altro flooring on side wall to bottom of window	\$972.00	12%	\$855.36
47	ECV	Echovision obstacle detection system rear mounted or equal	\$815.00	12%	\$717.20
48	RR	Ricon ramp in lieu of standard	\$555.00	12%	\$488.40
50	ASAS	Add standard ambulatory seat, per seat (to match seats in vehicle)	\$450.00	12%	\$396.00
51	ANBFW	Add 34" two passenger notchback foldaway vertical flip seat in the wheelchair securement area	\$915.00	12%	\$805.20
52	MBKA	Multiple buses keyed alike (each)	\$761.00	12%	\$669.68
53	DCH	Driver's coat hook on modesty panel behind driver	\$33.00	12%	\$29.04
54	IM	6" x 16" interior mirror	\$67.00	12%	\$58.96
55	VRGH	Vandal resistant seat back grab handles (each) for wall side seats	\$61.00	12%	\$53.68
56	TFW	Wheelchair track full width of bus	\$165.00	12%	\$145.20
57	XSWL	Exterior step-well light	\$115.00	12%	\$101.20
58	FBFP	Fare box floor plate and power supply	\$161.00	12%	\$141.68
59	GFIO	GFI Odyssey fare box (specify model number)	\$31,772.00	12%	\$27,959.36
60	MRRL	Mor-Ryde RL Suspension System	\$1,166.00	12%	\$1,026.08
61	SFW	Add single passenger foldaway seat	\$605.00	12%	\$532.40
62	SPF	Add single passenger flip seat	\$522.00	12%	\$459.36
63	TPFS	Add two passenger flip seat	\$722.00	12%	\$635.36
64	DS	Delete seat (each)	(\$112.00)		(\$112.00)
65	FUSR	Freedman USR retractable seat belts (each)	\$106.00	12%	\$93.28

66	VSS	Vertical seat stitching per seat	\$28.00	12%	\$24.64
67	EHM	Engine hour meter	\$156.00	12%	\$137.28
68	DAP	Delete accessibility package	N/A		N/A
69	FBP	Full body paint in lieu of standard white	\$7,055.00	12%	\$6,208.40
70	FCS	Freedman Citi seats in lieu of std	\$4,060.00	12%	\$3,572.80
71	MTOR	Mentor BBX and Road Ranger install	\$445.00	12%	\$391.60
72	YSL	Yellow standee line and step nosing in lieu of standard	\$28.00	12%	\$24.64
73	SYBG	Yellow seat back grab handles in lieu of standard	\$28.00 each	12%	\$24.64 each
74	YST	Yellow stanchions and standee rails in lieu of standard	\$372.00	12%	\$327.36
75	PA	Public Address system with four interior speakers	\$389.00	12%	\$342.32
76	ESPA	Exterior speaker for Public Address system	\$211.00	12%	\$185.68
77	FUAP	Fuel sending unit access plate	standard		standard
78	RMC	Roof mounted condenser in lieu of standard	\$1,139.00	12%	\$1,002.32
79	RMCE	Roof mounted condenser and evaporator in lieu of standard	\$5,583.00	12%	\$4,913.04
80	FBWW	Full Bus Wrap including windows	\$6,805.00	12%	\$5,988.40
81	FBWNW	Full Bus Wrap excluding windows	\$6,250.00	12%	\$5,500.00
82	DSRB	Driver's side aluminum running board	\$155.00	12%	\$136.40
83	75K	75,000 BTU combined A/C system in lieu of standard	\$506.00	12%	\$445.28
84	80K	80,000 BTU combined A/C system in lieu of standard	\$1,717.00	12%	\$1,510.96
85	AT3	Angel Trax three camera video surveillance system	\$2,889.00	12%	\$2,542.32
86	AT4	Angel Trax four camera video surveillance system	\$3,222.00	12%	\$2,835.36
87	AT5	Angel Trax five camera video surveillance system	\$4,222.00	12%	\$3,715.36
88	MWC	Matching wheel covers.	NA	12%	NA
89	ESA	Exterior scheme applied with bus wrap material	\$3,472.00	12%	\$3,055.36

90	OC	Overdrive Controller (specify model)	\$583.00	12%	\$513.04
91	ETS	Exterior toggle switch to operate electric entry door	\$50.00	12%	\$44.00
92	HS	Hanover front (112 x 15, OL054N32) and side (96 x 8) destination signs with E-420F sign controller	\$6,511.00	12%	\$5,729.68
93	EVIR	Installation of Zonar Electronic Vehicle Inspection Report System (EVIR)	\$306.00	12%	\$269.28
94	V2J	Installation of Zonar V2J: High-Definition GPS & Vehicle Diagnostics system	\$480.00	12%	\$422.40
95	RHM	Remote controlled and heated mirrors	\$528.00	12%	\$464.64
96	CPR	Center ceiling mounted overhead parcel rack	N/A	N/A	N/A
97	BAL	Braided air lines if air suspension include (option 106)	N/A	N/A	N/A
98	SFS	Single flip seat	\$522.00	12%	\$459.36
99	AWCP	Add one wheelchair position	\$1,222.00	12%	\$1,075.36
100	TSW	T-Slide windows vs standard	\$328.00	12%	\$288.64
101	RGPS	Add GPS option to REI camera system	\$234.00	12%	\$205.92
102	AGPS	Add GPS option to Angel Trax camera system	\$171.00	12%	\$150.48
103	SGPS	Add GPS to Seon camera system	\$169.00	12%	\$148.72
104	200A	200 amp alternator vs standard	\$1,383.00	12%	\$1,217.04
105	240A	240 amp alternator vs standard	\$1,439.00	12%	\$1,266.32

106	ASUSP	<p>Air suspension system powered by two electric compressors. System to include suspension controller that automatically levels the vehicle when started. The suspension controller will also level the vehicle when being loaded, unloaded or returning to normal ride height after a driver command to kneel. The system will be equipped with a suspension status LED that will warn the operator when a leak is detected, there is a height sensor issue, a low air pressure situation occurs or a compressor overrun occurs. System to include driver operated kneel switch. The kneel sequence is as follows:</p> <ul style="list-style-type: none"> • Driver pulls into position, places the vehicle transmission shifter in the Park position, and engages the emergency brake. • Driver opens door by pressing and holding open door switch until door is fully opened. • Driver depresses kneel switch to send signal to the suspension controller to kneel the front of the vehicle. • The front kneel drops the front by 3 3/8" at the wheel well. 			
		<ul style="list-style-type: none"> • Driver then deploys 			

	ASUSP	<p>the ramp by pressing and holding ramp deploy switch until ramp is fully deployed.</p> <ul style="list-style-type: none"> • Ramp deploy switch sends a signal to the suspension controller to kneel the full vehicle. • Full kneel drops the front by 3 3/8" at the wheel well and drops the rear by 3 1/4" at the wheel well. • Once the ramp is stowed and the door is closed the suspension controller will raise the vehicle to the normal ride height 	\$21,633.00	12%	\$19,037.04
107	TKRT	Thermo King Roof Top SLR 65 air conditioning system in lieu of standard. Roof mounted compressor and evaporator. Total combined system capacity 78,000 BTU.	\$4,355.00	12%	\$3,814.80
108	TKRT21	Thermo King Roof Top SLR 75 air conditioning system with TM-21 compressor in lieu of standard. Roof mounted compressor and evaporator. Total combined system capacity 88,000 BTU.	\$4,722.00	12%	\$4,155.36
109	TKRT31	Thermo King Roof Top SLR 75 air conditioning system with TM-31 compressor in lieu of standard. Roof mounted compressor and evaporator. Total combined system capacity 97,000 BTU.	\$8,050.00	12%	\$7,084.00

110	CAP	ClimaAireII microprocessor based controller for all Thermo King air conditioning systems in lieu of standard	\$561.00	12%	\$493.68
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111	S3	Seon three camera video surveillance system	\$2,722.00	12%	\$2,395.36
112	S4	Seon four camera video surveillance system	\$3,167.00	12%	\$2,786.96
113	S5	Seon five camera video surveillance system	\$4,278.00	12%	\$3,764.64

E. Specifications:

Specifications
15 Passenger Low Floor BOC – Chevrolet
12 Ambulatory, Two Wheelchairs & Driver

The requirements below are for the base vehicle. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the vehicle furnished. The only source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published vehicle literature.

NOTE: Not all equipment required by this specification is factory installed. Certain items are not available from the manufacturer.

Vehicles and equipment must conform to the requirements set forth below. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval. Any deviations from the specifications must be clearly stated from the Contractor.

These specifications incorporate where appropriate all provisions of the Americans with Disabilities Act Final Rule as stated in the Federal Register Vol. 56. No. 173 of September 6, 1991, Subpart B-Buses, Vans and Systems, pages 45756 through 45761. The minimum specifications for a Chevrolet 15 passenger low floor wide body vertical sidewall van with wheelchair ramp are as follows:

Engine: Chevrolet engine, Gasoline to be a minimum of six liters

Gross Vehicle Weight (GVW): To be not less than 14,200 pounds

Wheelbase: Minimum of 165"

Overall Vehicle Length: Minimum of 23'
(Bumper to Bumper)

Overall Exterior Width: Minimum of 96"

Exterior Height: Minimum of 110"

Ground to Step Threshold: 12.5" +/- .5"

Interior Width at Seat Level: Minimum 91"

Interior Height: Minimum 77" at center aisle

Usable Floor Length: Minimum of 145" (curbside) and 180" (streetside)

Ambulatory / Wheelchair Door: Electrically operated double outward opening transit door with an opening of 39" (not considering handrails) wide by 75" high. Door frames to be extruded anodized aluminum. All attaching hardware to be zinc plated or stainless steel. Entryway threshold frame to be properly coated with a corrosion preventing paint similar to zinc phosphate that provides a minimum 2,000 hour rating when tested to ASTM B117. Entry Door shall be a dual panel, swing out type door with two glass windows. Door Windows Dimensions: 14.5" x 69" minimum. Entry doors shall incorporate gaskets and/or seals to provide a barrier against intrusion by wind, water, and dust around the perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors. For emergency situations, a manual door release control shall be provided over the top of the door, and shall be designed to permit simple operations to override the electric door operator. Standard operating for the passenger entry door will not allow the door to be opened when vehicle is traveling faster than 5 mph for safety. The entry door must be on a 12 degree angle to assist with random access for wheelchair loading and unloading. The entry door must be forward to assist driver (from a seated position) in seeing the passenger entry.

Rear Door: Minimum clear opening of 32" x 54" with upper and lower windows. The rear door shall include a gas strut "hold open" device. A Fresnel lens (minimum 8" x 10") shall be centered and installed/glued on the upper or lower window in the rear door.

Vehicle Body: The Exterior skin must be FRP (Fiber Reinforced Plastic) Composite skin Laminated to a moisture resistant substrate (less than 1% absorption) attached to the steel cage with urethane adhesive. No Luan is permitted in the sidewalls or rear end wall of the bus. Laminated constructions with Luan or other wood materials are not allowed as they can lead to corrosion of the skin due to the wicking of moisture into the wood material. The steel cage must be Electro-coated (Cathodic E-coating to 1500 hour salt spray test) after fabrication, prior to final assembly. The steel structure of the walls must extend below the floor level and continue to the lowest part of the bus. Separate skirting that only serves a decorative purpose is not allowed; every part of the sidewall must have the steel cage structure behind the exterior skin. The overall width, excluding mirrors, of the bus must be a nominal 96" wide as narrower buses do not allow sufficient space for wheelchair maneuverability. The vehicle must comply with the requirements of school bus rollover protection of the Federal Motor Vehicle Safety Standards (FMVSS) 220 as applicable. The vehicle must also have passed all applicable FMVSS testing including FMVSS 214 and FMVSS 301. Proof of testing must accompany bid.

Front Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Rear Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Shock Absorbers: Shall be load rated and of the heaviest duty available, capable of controlling the ride in the vehicle when empty, as well as when loaded to the GVW. They shall be a heavy-duty type to give maximum trouble free life in transit operations.

Suspension: Shall be the standard unmodified Chevrolet OEM suspension and be load rated and of the heaviest duty available for the GVW of the vehicle. The springs shall be the "progressive type" to give an acceptable ride under various load conditions. The suspension system may be coil springs on the front and leaf springs on the rear.

Automatic Transmission: Shall be a 6 speed electronic transmission with overdrive and must be compatible with the engine specified. The transmission shall be equipped with an auxiliary transmission cooler. The transmission shall be equipped with an audible back-up alarm integrated into reverse gear backing lights.

Drive Shaft: Shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels. A safety guard is required to prevent a broken shaft from touching the ground or contacting any brake lines.

Exhaust System: Shall be equipped with corrosion resistant muffler. No flexible tubing shall be used between the engine and the muffler. The exhaust shall exit at the rear of the vehicle on the street side.

Fuel Tank: To be a minimum of 57 gallons.

Fuel Sending Unit Interior Access Panel in Floor: To be included as standard feature.

Brakes: Shall be efficiency rated and of the heaviest duty available for the GVW of the vehicle involved. Four-wheel antilock brakes shall be provided. Braking system shall comply with FMVSS 121 or FMVSS 105, as applicable.

Parking Brake: Shall be manually operated working on the rear wheel brakes or the drive shaft. The parking brake shall be capable of holding a fully loaded vehicle on a 15% incline; the system shall incorporate a warning light on the instrument panel to indicate to the driver when the brake is on.

Steering: Power steering and equipped with a tilt steering wheel.

Tires and Wheels: Tires shall be the manufacturer's standard LT225/75R 16E tubeless radials. The weight distribution of the vehicle with maximum load shall be evenly distributed and not over load any tires beyond their rated capacity. One matching spare tire and wheel per vehicle is required loaded loose in the vehicle. Wheels shall be manufacturer's standard, painted white.

Electrical Alternator: Shall be a minimum 145 AMP.

Battery: Shall be two, maintenance free type, 12 volt batteries with a combined minimum of 1540 CCA. The OEM battery is located under the hood at curbside, and the second battery is

located under the curb side viewing window in a readily accessible area on a pullout tray.

Wiring: Shall be manufacturer's standard for circuits involved. All wiring shall be run inside the body in a protected area. Any wiring that is exposed to the elements shall be in loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. All wiring shall be color-coded and labeled for identification.

Wiring Schematics: The successful vendor shall provide complete **AS BUILT** wiring schematics for all wiring added by the body manufacturer. The schematics shall be made available to the recipient on disk or hard copy.

Parts List: The successful vendor shall provide complete **AS BUILT** parts list for all items, including body panels, added by the body manufacturer. The list shall be made available to the recipient on disk or hard copy.

Exterior Armored Clearance Lights: All LED. Five amber fronts and five reds at rear. All clearance lights should be armored or recessed.

Interior Access Door: An access door on the front bulkhead or over driver seat to access to the marker lights. Minimum dimensions 8" x 38".

Reflectors: Two red and two amber at rear of bus.

Directional Signals: Shall be in compliance with FMVSS and state statutes. Signals, turn and four-way emergency flashers, shall be wired as an independent circuit at to that of the rear brake light system as to allow for emergency flash circuit to be operable and uninterrupted by a brake application. Control switch shall be self-concealing type mounted on the steering column. Shall include a hazard-warning feature as required by FMVSS 108. A third or center OEM brake light, LED, shall be mounted above the center of the rear window.

Rear Brake lights, Tail Lights, Turn Signals, and Reverse Lights: All LED.

Interior Dome Lights: All LED. Should be ceiling or side ceiling transition panel mounted. There should be a minimum of six interior dome lights to provide sufficient interior lighting. The opening of the door shall activate all bus body dome lights when the ignition is on or by a separate switch in the driver's compartment. There shall be two shielded entryway lights, wired to light when the door opens. A dome light shall also be provided over the driver's seat area. The driver's seat area dome light shall be a separate circuit from the passenger area dome lights, however switches conveniently placed near the driver's seat shall activate both sets of dome lights.

Lighting: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.31 Lighting.

Instruments: Shall be mounted in the instrument panel forward of the driver and in full view while in the driving seated position. The following gauges will be supplied: a) voltmeter b) engine water temperature c) oil pressure d) fuel gauge e) speedometer/odometer. In addition, the driver shall be warned of the following conditions by either a warning light or audible alarm:

a) low voltage b) low oil pressure c) headlights on high beam d) parking brake applied e) turn signals activated.

Controls and Switches: They shall be permanently labeled for quick and unmistakable identification; they shall be lighted for nighttime operation (OEM and second stage) in such a way as to prevent glare in the windshield or driver's side windows. Glued identification decals are not acceptable. All bus body controls and switches (i.e. rear heater, body dome lights, bus body air conditioning controls, wheelchair activation switch, etc.) will be included on a control panel mounted to the engine cover or on a molded housing above the windshield trim within easy reach of the driver.

Heater: Fresh air type front hot water heater, with windshield defroster. This heating system to be located in front of the passenger compartment and to be operated from the driver's position.

Rear Heater: A heater to be a minimum of 40,000 BTU/hour capacities and to be controlled from the driver's position. The rear-heating unit shall be located so as not to adversely affect the wheelchair tie down area or regular ambulatory movement.

There shall be a shut off valve in the heater piping located in an easily accessible to permit the water circulation to the heaters to be shut off area during hot weather.

Windshield Wipers/Washers: To be manufacturer's standard for the vehicle involved. A four-position switch having OFF, INTERMITTENT, LOW, and HIGH positions should control wipers.

Sun Visor: Should be padded type, fully adjustable, to provide sun glare protection either at the windshield or the driver's side window. Friction device should hold it securely in either location and in any position during travel over rough road surfaces.

Mirrors: Two Velvac 2020 XG brand or equivalent exterior rear view mirrors shall be provided, one at the driver's left side, and one opposite on the right side. The two-in-one mirror head will include an approximately 63 square inch upper flat glass and an approximately 29.5 square inch lower convex. One interior rear view mirror shall be included, factory standard. All mirrors and mirror mountings shall be sufficiently rigid to prevent viewing distortion due to vibration.

Exterior Finish: Shall be manufacturer's standard fleet white color of paint, with accent striping to match recipients existing fleet design. No full body paint schemes are required; i.e. all buses will incorporate white as the base color. The paint schemes required would include no more than three stripe colors in addition to the base body white. The stripes shall be painted, not applied as with vinyl graphic material. The paint used for the stripes shall be DuPont Clear Coat. The stripes shall include a "clear coat" finish. The body metal shall be properly treated before final color paint to prevent rusting or corrosion. A can or bottle of exterior touch up paint shall be provided. The transit system's name shall be reproduced with direct contact 3M seven-year vinyl or equivalent on each side of the vehicle and approved by the recipient. Some recipients will require logo reproduction on the exterior of the vehicle. The price for this graphic work is to be included in the price. If end user paint schemes are changed or modified during the life of this contract, vendor will be allowed to re-negotiate the cost to paint an individual agency's equipment.

Interior Wall Colors: Gray interior gel coat walls standard.

Floor Structure: Steel sub floor structure must be isolated from the chassis by means of OEM rubber isolation mounts and bolted through these mounts to the chassis frame rails. The floor decking shall be a minimum 5/8" thick single piece of engineered wood with moisture barrier laminated to upper surface and moisture sealed edges. Underside of floor decking shall be sprayed with a Poly-Urea coating prior to installation to the sub floors. The cab cockpit floor will have a 16 gauge plate welded in place for future fare box installation.

Floor Covering: A sealant shall be used in body to floor corners to provide a water resistant seal as an aid in floor cleaning. Ramp area, interior floor, and lower walls shall be seamless gray sprayed-in Poly Urea coating for durability and allow the floor to be easily cleaned. The cab floor shall have the OEM insulated floor covering. A white standee line shall be included at the forward area of the passenger compartment. The entry steps to include a white step nosing covering the leading edge of the step riser.

Combination Roof Ventilator/Emergency Exit: A non-closing, static exhaust vent shall be included on the roof hatch. The combination ventilator-emergency escape hatch, with the dimensions of 24" x 24", shall be installed in the vehicle roof. When the hatch is open and the vehicle is in a forward motion, fresh air enters inside the vehicle.

Insulation: The roof, sides and rear doors including front and rear cab area, to be insulated. Areas between the inner and outer vertical wall and roof shall be insulated with polystyrene insulation with a minimum R factor of 6.

Windows: Solid pane windows to be provided. Window frames will be black anodized. Passenger windows shall be a minimum of 18-1/2", 36", or 45" wide and 36" high. (Body length will dictate sizes). Large curb side viewing window (approximately 550 square inches of viewing glass) to be provided. Hinge-out windows shall be installed for emergency escape and shall comply with FMVSS 217. Emergency Escape windows shall be clearly labeled and operation instructions shall be clearly visible at each escape window. The emergency release handle will meet FMVSS 217 requirements and shall not return to the locked position automatically; it shall require the driver or other authorized person to manually re-lock it. All emergency exits shall comply with F.A.C. 14-90.

Interior: All interior panels, materials and treatments shall be flame retardant meeting the requirements of FMVSS 302. The headliner, side-walls and cab liner shall be fiberglass panels with a gel coat finish to facilitate ease of cleaning.

Rust Protection / Under Coat: The base body steel cage must be Electro-coated (Cathodic E-coating to 1500 hour salt spray test) after fabrication, prior to final assembly. The underside of the floor and wheel wells to be sprayed with Poly Urea Coating.

Mud Deflectors: Mud flaps shall be provided mounted to both front and rear wheel wells.

Seating: To have seating capacity of 15 adults including the driver and two passengers in wheelchairs. The stationary seats for 12 passengers shall be Freedman Seating Company Mid Height, Feather Weight Transit Line or equivalent.

Seat belts shall be provided and color-coded to allow one to differentiate between which seat

belt goes to which seat. Please refer to attached floor plan. Minimum seat spacing will be 33 inches. All aisle side seats to include padded vandal resistant seat back grab handles. All seats and restraints must comply with current FMVSS Standards, including 207,208,209,210,225 where applicable and 302.

Seats must be installed such that they provide "theater" seating in that rows of seats in the rear of the bus shall be higher than the seats in the front of the bus. Seats shall be bolted directly to the floor/steel structure to provide clean floor surfaces without breaks in the floor seal.

Seat Covering: Standard cloth or vinyl seat coverings (or a combination of the two) shall be provided. Minimum color selections should include gray, blue, maroon and tan or brown. Pricing for level three seat covering to be included in bid price.

Floor Plan: All Offerors shall submit a floor plan drawn specifically for this procurement. The floor plan shall be drawn to scale and clearly indicate hip to knee dimensions. Bids submitted without a floor plan as described above will be deemed non-responsive.

Driver's Seat: Driver's seat to be a Freedman Shield high back recliner with right side "Shield" arm rest and adjustable lumbar, or equivalent. Pricing for level three seat covering to be included. The driver's seat shall also have a fore and aft adjustment.

Bumpers: Shall be provided at both front and rear of the vehicle. They shall wrap around the body sufficiently to give protection against impact at the body corners. The front bumper shall be supplied by the chassis OEM and include a chrome finish. The rear bumper to be wrapped around style constructed of 10 gauge steel, powder coated black. The bumper brackets are to be bolted to the chassis frame.

Rear bumper to include an anti-ride feature. The anti ride device shall include a built-in step at the rear door. The step shall include a non-slip, textured surface.

Towing Devices: There shall be attachment points (2) at the rear. The towing devices shall be adequate in design and construction to permit towing the vehicle without distortion or failure.

Air Conditioning: Air conditioning shall be Trans Air model TA-733 Super, or approved equal.

The air conditioning system shall consist of two (2) completely independent air conditioning systems (minimum of 68,000 BTU). The drivers area air conditioning system shall be the OEM supplied air conditioning system and shall consist of the OEM supplied in-dash evaporator; the radiator mounted condenser, and compressor. The passenger air conditioning system shall consist of the following.

Compressor: A second compressor shall be installed on the vehicle engine it is specific to the passenger area air conditioning system. The compressor shall be nominal ten (10) cubic inch displacement.

Evaporator: Trans Air model TA-73 or approved equal.

Condenser: Trans Air model SMC3L or approved equal.

Fast Idle / Interlock: Intermotive or In-Power Advanced Fast Idle / Interlock System. The

vehicle shall include a voltage monitor/engine idler. The device shall activate automatically when the vehicle is in a discharge situation, the transmission is in Park and the parking brake is applied. The device shall also include a manual activation switch. The device shall automatically deactivate when the parking brake is released and the vehicle is put in gear.

Safety Equipment: The following safety equipment shall be mounted in a location within the vehicle (approved by the Department of Rail and Public Transportation) so as not to interfere with the driver or passenger.

16unit Virginia Bus First Aid kit,

To include the following:

- (2) Band aids
- (3) 4" Bandage compress
- (2) 2" Bandage compress
- (2) Triangle bandage
- (2) 4" Gauze compress
- (1) Bee Sting swabs
- (2) Zeph chloride swabs

Fire extinguisher, five pound ABC type

Warning triangles, reflective type - three units

Occupational Safety and Health Administration (OSHA) approved Body Fluid Clean Up Kit

Radio: To be an AM / FM / CD stereo radio with a digital clock feature and a minimum of four (4) speakers.

Wheelchair Ramp: A wheelchair ramp shall be included on the curbside front of the bus at the ambulatory entrance door. A Braun RA 300 Bi Fold Transit Ramp or approved equal, shall be installed and conform to all requirements as outlined in the ADA regulations. The ramp shall be equipped with a manual over-ride to permit ramp to be deployed or stowed manually in event of power failure or emergency. A complete set of operating instructions, schematics and a trouble-shooting guide shall be included with each ramp. Entry ramp shall be rated at 1,000 pounds. Entry ramp shall be 62 inches minimum and provide a 1:5 angle when deployed to the ground.

Securement Devices: There shall be two wheelchair tie down spaces (reference seating diagram). All floor-mounted attachments shall be flush mounted, and must meet the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility (d) Securement devices, as well as ANSI/RESNA WC-18. Retractors must be self-tensioning and self-locking. Acceptable kits are Q'Straint QRT-360 (Q-10007) Sure-Lok WC-18 TITAN (AL812S-4C) or pre-approved equal.

A storage container shall be provided for each securement station to allow clean storage of the system straps and belts when not in use.

A hand held web cutter shall be provided. (Sure-Lok part number 8705 or Q'Straint part number Q5-7590)

Stanchion Bar: Stanchion and grab bars shall be of corrosion resistant stainless steel or equivalent, a minimum of 1-1/4" in diameter and padded. Padding shall be permanently bonded to stanchion and grab bars. Padded stanchion bar shall be installed at side entrance door. Anti-

vandal grab handles shall be located on top of each forward facing aisle seat. A passenger assist stainless grab bar shall be securely mounted on both sides of the entrance door running parallel to the entryway for ADA compliance. Bar to be a minimum of 1" in diameter. Location to be approved by DRPT. There shall also be a floor to ceiling stanchions on the left side of the aisle at the entry to the passenger compartment. The vertical stanchion shall include a horizontal cross bar that attaches to the sidewall. In addition, the curbside stanchion shall include a modesty panel separating the first row of curbside seats from the step well.

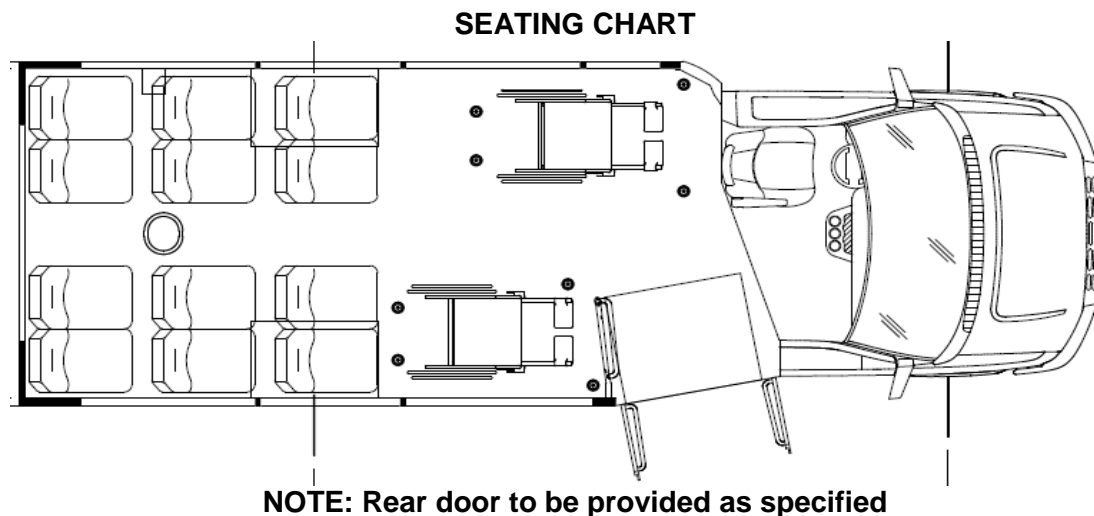
Driver's Privacy Glass: Lexan or Plexiglas driver's privacy glass to be mounted on the stanchion behind the driver.

Priority Seating Signs: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.27 Priority seating signs.

Interior Circulation, Handrails, and Stanchions: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.29 Interior circulation, handrails, and stanchions.

Front End Alignment: Final front-end alignment before delivery. Printed before and after readings to be included.

License Brackets: Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.



**19 Passenger Low Floor BOC – Chevrolet
16 Ambulatory, Two Wheelchairs & Driver**

Engine: Chevrolet engine, Gasoline to be a minimum of six liters

Gross Vehicle Weight (GVW): To be not less than 14,200 pounds

Wheelbase: Minimum of 191"

Overall Vehicle Length: Minimum of 26'
(Bumper to Bumper)

Overall Exterior Width: Minimum of 96"

Exterior Height: Minimum of 110"

Ground to Step Threshold: 12.5" +/- .5"

Interior Width at Seat Level: Minimum 91"

Interior Height: Minimum 77" at center aisle

Usable Floor Length: Minimum of 168" (curbside) and 207" (streetside)

Ambulatory / Wheelchair Door: Electrically operated double outward opening transit door with an opening of 39" (not considering handrails) wide by 75" high. Door frames to be extruded anodized aluminum. All attaching hardware to be zinc plated or stainless steel. Entryway threshold frame to be properly coated with a corrosion preventing paint similar to zinc phosphate that provides a minimum 2,000 hour rating when tested to ASTM B117. Entry Door shall be a dual panel, swing out type door with two glass windows. Door Windows Dimensions: 14.5" x 69" minimum. Entry doors shall incorporate gaskets and/or seals to provide a barrier against intrusion by wind, water, and dust around the perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors. For emergency situations, a manual door release control shall be provided over the top of the door, and shall be designed to permit simple operations to override the electric door operator. Standard operating for the passenger entry door will not allow the door to be opened when vehicle is traveling faster than 5 mph for safety. The entry door must be on a 12 degree angle to assist with random access for wheelchair loading and unloading. The entry door must be forward to assist driver (from a seated position) in seeing the passenger entry.

Rear Door: Minimum clear opening of 32" x 54" with upper and lower windows. The rear door shall include a gas strut "hold open" device. A Fresnel lens (minimum 8" x 10") shall be centered and installed/glued on the upper or lower window in the rear door.

Vehicle Body: The Exterior skin must be FRP (Fiber Reinforced Plastic) Composite skin Laminated to a moisture resistant substrate (less than 1% absorption) attached to the steel cage with urethane adhesive. No Luan is permitted in the sidewalls or rear end wall of the bus.

Laminated constructions with Luan or other wood materials are not allowed as they can lead to corrosion of the skin due to the wicking of moisture into the wood material. The steel cage must be Electro-coated (Cathodic E-coating to 1500 hour salt spray test) after fabrication, prior to final assembly. The steel structure of the walls must extend below the floor level and continue to the lowest part of the bus. Separate skirting that only serves a decorative purpose is not allowed; every part of the sidewall must have the steel cage structure behind the exterior skin. The overall width, excluding mirrors, of the bus must be a nominal 96" wide as narrower buses do not allow sufficient space for wheelchair maneuverability. The vehicle must comply with the requirements of school bus rollover protection of the Federal Motor Vehicle Safety Standards (FMVSS) 220 as applicable. The vehicle must also have passed all applicable FMVSS testing including FMVSS 214 and FMVSS 301. Proof of testing must accompany bid.

Front Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Rear Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Shock Absorbers: Shall be load rated and of the heaviest duty available, capable of controlling the ride in the vehicle when empty, as well as when loaded to the GVW. They shall be a heavy-duty type to give maximum trouble free life in transit operations.

Suspension: Shall be the standard unmodified Chevrolet OEM suspension and be load rated and of the heaviest duty available for the GVW of the vehicle. The springs shall be the "progressive type" to give an acceptable ride under various load conditions. The suspension system may be coil springs on the front and leaf springs on the rear.

Automatic Transmission: Shall be a 6 speed electronic transmission with overdrive and must be compatible with the engine specified. The transmission shall be equipped with an auxiliary transmission cooler. The transmission shall be equipped with an audible back-up alarm integrated into reverse gear backing lights.

Drive Shaft: Shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels. A safety guard is required to prevent a broken shaft from touching the ground or contacting any brake lines.

Exhaust System: Shall be equipped with corrosion resistant muffler. No flexible tubing shall be used between the engine and the muffler. The exhaust shall exit at the rear of the vehicle on the street side.

Fuel Tank: To be a minimum of 57 gallons.

Fuel Sending Unit Interior Access Panel in Floor: To be included as standard feature.

Brakes: Shall be efficiency rated and of the heaviest duty available for the GVW of the vehicle involved. Four-wheel antilock brakes shall be provided. Braking system shall comply with FMVSS 121 or FMVSS 105, as applicable.

Parking Brake: Shall be manually operated working on the rear wheel brakes or the drive shaft. The parking brake shall be capable of holding a fully loaded vehicle on a 15% incline; the system shall incorporate a warning light on the instrument panel to indicate to the driver when the brake is on.

Steering: Power steering and equipped with a tilt steering wheel.

Tires and Wheels: Tires shall be the manufacturer's standard LT225/75R 16E tubeless radials. The weight distribution of the vehicle with maximum load shall be evenly distributed and not over load any tires beyond their rated capacity. One matching spare tire and wheel per vehicle is required loaded loose in the vehicle. Wheels shall be manufacturer's standard, painted white.

Electrical Alternator: Shall be a minimum 145 AMP.

Battery: Shall be two, maintenance free type, 12 volt batteries with a combined minimum of 1540 CCA. The OEM battery is located under the hood at curbside, and the second battery is located under the curb side viewing window in a readily accessible area on a pullout tray.

Wiring: Shall be manufacturer's standard for circuits involved. All wiring shall be run inside the body in a protected area. Any wiring that is exposed to the elements shall be in loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. All wiring shall be color-coded and labeled for identification.

Wiring Schematics: The successful vendor shall provide complete **AS BUILT** wiring schematics for all wiring added by the body manufacturer. The schematics shall be made available to the recipient on disk or hard copy.

Parts List: The successful vendor shall provide complete **AS BUILT** parts list for all items, including body panels, added by the body manufacturer. The list shall be made available to the recipient on disk or hard copy.

Exterior Armored Clearance Lights: All LED. Five amber fronts and five reds at rear. All clearance lights shall be armored or recessed.

Interior Access Door: An access door on the front bulkhead or over driver seat to access to the marker lights. Minimum dimensions 8" x 38".

Reflectors: Two red and two amber at rear of bus.

Directional Signals: Shall be in compliance with FMVSS and state statutes. Signals, turn and four-way emergency flashers, shall be wired as an independent circuit at to that of the rear brake light system as to allow for emergency flash circuit to be operable and uninterrupted by a brake application. Control switch shall be self-concealing type mounted on the steering column. Shall include a hazard-warning feature as required by FMVSS 108. A third or center OEM brake light, LED, shall be mounted above the center of the rear window.

Rear Brake lights, Tail Lights, Turn Signals, and Reverse Lights: All LED.

Interior Dome Lights: All LED. Should be ceiling or side ceiling transition panel mounted. There should be a minimum of six interior dome lights to provide sufficient interior lighting. The opening of the door shall activate all bus body dome lights when the ignition is on or by a separate switch in the driver's compartment. There shall be two shielded entryway lights, wired to light when the door opens. A dome light shall also be provided over the driver's seat area. The driver's seat area dome light shall be a separate circuit from the passenger area dome lights, however switches conveniently placed near the driver's seat shall activate both sets of dome lights.

Lighting: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.31 Lighting.

Instruments: Shall be mounted in the instrument panel forward of the driver and in full view while in the driving seated position. The following gauges will be supplied: a) voltmeter b) engine water temperature c) oil pressure d) fuel gauge e) speedometer/odometer. In addition, the driver shall be warned of the following conditions by either a warning light or audible alarm: a) low voltage b) low oil pressure c) headlights on high beam d) parking brake applied e) turn signals activated.

Controls and Switches: They shall be permanently labeled for quick and unmistakable identification; they shall be lighted for nighttime operation (OEM and second stage) in such a way as to prevent glare in the windshield or driver's side windows. Glued identification decals are not acceptable. All bus body controls and switches (i.e. rear heater, body dome lights, bus body air conditioning controls, wheelchair activation switch, etc.) will be included on a control panel mounted to the engine cover or on a molded housing above the windshield trim within easy reach of the driver.

Heater: Fresh air type front hot water heater, with windshield defroster. This heating system to be located in front of the passenger compartment and to be operated from the driver's position.

Rear Heater: A heater to be a minimum of 40,000 BTU / hour capacity and to be controlled from the driver's position. The rear-heating unit shall be located so as not to adversely affect the wheelchair tie down area or regular ambulatory movement.

There shall be a shut off valve in the heater piping located in an easily accessible to permit the water circulation to the heaters to be shut off area during hot weather.

Windshield Wipers/Washers: To be manufacturer's standard for the vehicle involved. A four-position switch having Off, Intermittent, Low, and High positions shall control wipers.

Sun Visor: Should be padded type, fully adjustable, to provide sun glare protection either at the windshield or the driver's side window. Friction device should hold it securely in either location and in any position during travel over rough road surfaces.

Mirrors: Two Velvac 2020 XG brand or equivalent exterior rear view mirrors shall be provided, one at the driver's left side, and one opposite on the right side. The two-in-one mirror head will include an approximately 63 sq. in. upper flat glass and an approximately 29.5 square inch lower convex. One interior rear view mirror shall be included, factory standard. All mirrors and mirror mountings shall be sufficiently rigid to prevent viewing distortion due to vibration.

Exterior Finish: Shall be manufacturer's standard fleet white color of paint, with accent striping to match recipients existing fleet design. No full body paint schemes are required; i.e. all buses will incorporate white as the base color. The paint schemes required would include no more than three stripe colors in addition to the base body white. The stripes shall be painted, not applied as with vinyl graphic material. The paint used for the stripes shall be DuPont Clear Coat. The stripes shall include a "clear coat" finish. The body metal shall be properly treated before final color paint to prevent rusting or corrosion. A can or bottle of exterior touch up paint shall be provided. The transit system's name shall be reproduced with direct contact 3M seven-year vinyl or equivalent on each side of the vehicle and approved by the recipient. Some recipients will require logo reproduction on the exterior of the vehicle. The price for this graphic work is to be included in the price. If end user paint schemes are changed or modified during the life of this contract, vendor will be allowed to re-negotiate the cost to paint an individual agency's equipment.

Interior Wall Colors: Gray interior gel coat walls standard.

Floor Structure: Steel sub floor structure must be isolated from the chassis by means of OEM rubber isolation mounts and bolted through these mounts to the chassis frame rails. The floor decking shall be a minimum 5/8" thick single piece of engineered wood with a moisture barrier laminated to upper surface and moisture sealed edges. Underside of floor decking shall be sprayed with a Poly-Urea coating prior to installation to the sub floors. The cab cockpit floor will have a 16 gauge plate welded in place for future fare box installation.

Floor Covering: A sealant shall be used in body to floor corners to provide a water resistant seal as an aid in floor cleaning. Ramp area, interior floor, and lower walls shall be seamless gray sprayed-in Poly Urea coating for durability and allow the floor to be easily cleaned. The cab floor shall have the OEM insulated floor covering. A white standee line shall be included at the forward area of the passenger compartment. The entry steps to include a white step nosing covering the leading edge of the step riser.

Combination Roof Ventilator/Emergency Exit: A non-closing, static exhaust vent shall be included on the roof hatch. The combination ventilator-emergency escape hatch, with the dimensions of 24" x 24" inches, shall be installed in the vehicle roof. When the hatch is open and the vehicle is in a forward motion, fresh air enters inside the vehicle.

Insulation: The roof, sides and rear doors including front and rear cab area, to be insulated. Areas between the inner and outer vertical wall and roof shall be insulated with polystyrene insulation with a minimum R factor of 6.

Windows: Solid pane windows to be provided. Window frames will be black anodized. Passenger windows shall be a minimum of 18-1/2", 36", or 45" wide and 36" high. (Body length will dictate sizes). Large curb side viewing window (approximately 550 square inches of viewing glass) to be provided. Hinge-out windows shall be installed for emergency escape and shall comply with FMVSS 217. Emergency Escape windows shall be clearly labeled and operation instructions shall be clearly visible at each escape window. The emergency release handle will meet FMVSS 217 requirements and shall not return to the locked position automatically; it shall require the driver or other authorized person to manually re-lock it. All

emergency exits shall comply with F.A.C. 14-90.

Interior: All interior panels, materials and treatments shall be flame retardant meeting the requirements of FMVSS 302. The headliner, side-walls and cab liner shall be fiberglass panels with a gel coat finish to facilitate ease of cleaning.

Rust Protection / Under Coat: The base body steel cage must be Electro-coated (Cathodic E-coating to 1500 hour salt spray test) after fabrication, prior to final assembly. The underside of the floor and wheel wells to be sprayed with Poly Urea Coating.

Mud Deflectors: Mud flaps shall be provided mounted to both front and rear wheel wells.

Seating: To have seating capacity of 19 adults including the driver and two passengers in wheelchairs. The stationary seats for 16 passengers shall be Freedman Seating Company Mid Height, Feather Weight Transit Line or equivalent.

Seat belts shall be provided and color-coded to allow one to differentiate between which seat belt goes to which seat. Please refer to attached floor plan. Minimum seat spacing will be 33". All aisle side seats to include padded vandal resistant seat back grab handles. All seats and restraints must comply with current FMVSS, including 207, 208, 209, 210, 225 where applicable and 302.

Seats must be installed such that they provide "theater" seating in that rows of seats in the rear of the bus shall be higher than the seats in the front of the bus. Seats shall be bolted directly to the floor/steel structure to provide clean floor surfaces without breaks in the floor seal.

Seat Covering: Standard cloth or vinyl seat coverings (or a combination of the two) shall be provided. Minimum color selections should include gray, blue, maroon and tan or brown. Pricing for level three seat covering to be included in bid price.

Floor Plan: All Offerors shall submit a floor plan drawn specifically for this procurement. The floor plan shall be drawn to scale and clearly indicate hip to knee dimensions. Bids submitted without a floor plan as described above will be deemed non-responsive.

Driver's Seat: Driver's seat to be a Freedman Shield high back recliner with right side "Shield" arm rest and adjustable lumbar or equivalent. Pricing for level three seat covering to be included. The driver's seat shall also have a fore and aft adjustment.

Bumpers: Shall be provided at both front and rear of the vehicle. They shall wrap around the body sufficiently to give protection against impact at the body corners. The front bumper shall be supplied by the chassis OEM and include a chrome finish. The rear bumper to be wrapped around style constructed of 10 gauge steel, powder coated black. The bumper brackets are to be bolted to the chassis frame.

Rear bumper to include an anti-ride feature. The anti ride device shall include a built-in step at the rear door. The step shall include a non-slip, textured surface.

Towing Devices: There shall be attachment points (two) at the rear. The towing devices shall

be adequate in design and construction to permit towing the vehicle without distortion or failure.

Air Conditioning: Air conditioning shall be Trans Air model TA-773 Super 13, or approved equal.

The air conditioning system shall consist of two (2) completely independent air conditioning systems (minimum of 77,000 BTU). The drivers area air conditioning system shall be the OEM supplied air conditioning system and shall consist of the OEM supplied in-dash evaporator; the radiator mounted condenser, and compressor. The passenger air conditioning system shall consist of the following.

Compressor: A second compressor shall be installed on the vehicle engine it is specific to the passenger area air conditioning system. The compressor shall be nominal 13 cubic inch displacement.

Evaporator: Trans Air model TA-73 or approved equal.

Condenser: Trans Air model SMC3L or approved equal.

Fast Idle / Interlock: Intermotive or In-Power Advanced Fast Idle / Interlock System. The vehicle shall include a voltage monitor/engine idler. The device shall activate automatically when the vehicle is in a discharge situation, the transmission is in Park and the parking brake is applied. The device shall also include a manual activation switch. The device shall automatically deactivate when the parking brake is released and the vehicle is put in gear.

Safety Equipment: The following safety equipment shall be mounted in a location within the vehicle (approved by the Department of Rail and Public Transportation) so as not to interfere with the driver or passenger.

16unit Virginia Bus First Aid kit,

To include the following:

- (2) Band aids
- (3) 4" Bandage compress
- (2) 2" Bandage compress
- (3) Triangle bandage
- (2) 4" gauze compress
- (3) Bee sting swabs
- (4) Zeph chloride swabs

Fire extinguisher, five pound ABC type

Warning triangles, reflective type - three units

Occupational Safety and Health Administration (OSHA) approved Body Fluid Clean Up Kit

Radio: To be an AM / FM / CD stereo radio with a digital clock feature and a minimum of four speakers.

Wheelchair Ramp: A wheelchair ramp shall be included on the curbside front of the bus at the ambulatory entrance door. A Braun RA 300 Bi Fold Transit Ramp or approved equal, shall be installed and conform to all requirements as outlined in the ADA regulations. The ramp shall be

equipped with a manual over-ride to permit ramp to be deployed or stowed manually in event of power failure or emergency. A complete set of operating instructions, schematics and a troubleshooting guide shall be included with each ramp. Entry ramp shall be rated at 1,000 pounds. Entry ramp shall be 62 inches minimum and provide a 1:5 angle when deployed to the ground.

Securement Devices: There shall be two wheelchair tie down spaces (reference seating diagram). All floor-mounted attachments shall be flush mounted, and must meet the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility (d) Securement devices, as well as ANSI/RESNA WC-18. Retractors must be self-tensioning and self-locking. Acceptable kits are Q'Straint QRT-360 (Q-10007) Sure-Lok WC-18 TITAN (AL812S-4C) or pre-approved equal.

A storage container shall be provided for each securement station to allow clean storage of the system straps and belts when not in use.

A hand held web cutter shall be provided. (Sure-Lok part number 8705 or Q'Straint part number Q5-7590)

Stanchion Bar: Stanchion and grab bars shall be of corrosion resistant stainless steel or equivalent, a minimum of 1-1/4" in diameter and padded. Padding shall be permanently bonded to stanchion and grab bars. Padded stanchion bar shall be installed at side entrance door. Anti-vandal grab handles shall be located on top of each forward facing aisle seat. A passenger assist stainless grab bar shall be securely mounted on both sides of the entrance door running parallel to the entryway for ADA compliance. Bar to be a minimum of 1" in diameter. Location to be approved by DRPT. There shall also be a floor to ceiling stanchions on the left side of the aisle at the entry to the passenger compartment. The vertical stanchion shall include a horizontal cross bar that attaches to the sidewall. In addition, the curbside stanchion shall include a modesty panel separating the first row of curbside seats from the step well.

Driver's Privacy Glass: Lexan or Plexiglas driver's privacy glass to be mounted on the stanchion behind the driver.

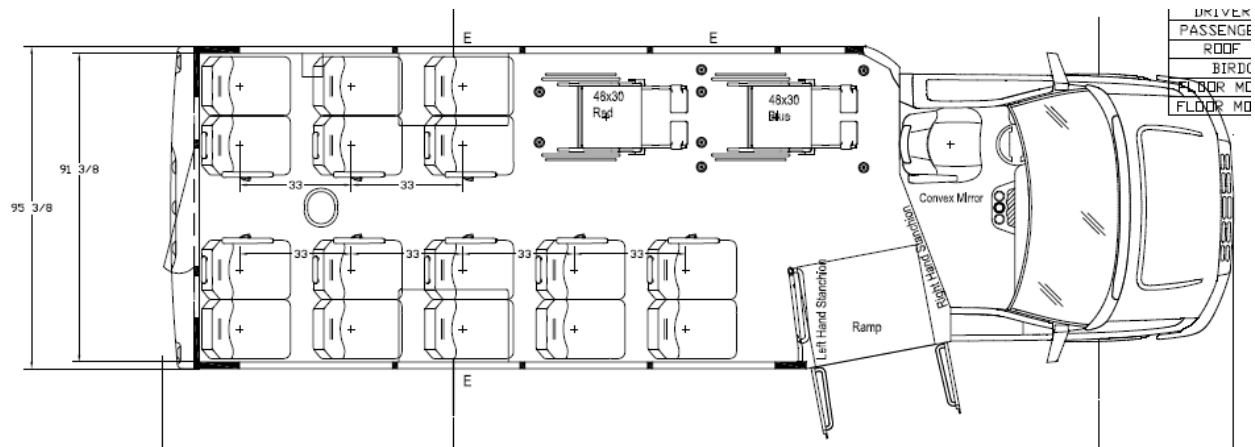
Priority Seating Signs: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.27 Priority seating signs.

Interior Circulation, Handrails and Stanchions: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.29 Interior circulation, handrails, and stanchions.

Front End Alignment: Final front-end alignment before delivery. Printed before and after readings to be included.

License Brackets: Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.

SEATING CHART



NOTE: Rear door to be provided as specified

21 Passenger Low Floor BOC – Chevrolet 18 Ambulatory, Two Wheelchairs & Driver

Engine: Chevrolet engine, Gasoline to be a minimum of six liters

Gross Vehicle Weight (GVW): To be not less than 14,200 pounds

Wheelbase: Minimum of 210"

Overall Vehicle Length: Minimum of 28'
(Bumper to Bumper)

Overall Exterior Width: Minimum of 96"

Exterior Height: Minimum of 110"

Ground to Step Threshold: 12.5" +/- .5"

Interior Width at Seat Level: Minimum 91"

Interior Height: Minimum 77" at center aisle

Usable Floor Length: Minimum of 190" (curbside) and 224" (streetside)

Ambulatory / Wheelchair Door: Electrically operated double outward opening transit door with an opening of 39" (not considering handrails) wide by 75" high. Door frames to be extruded anodized aluminum. All attaching hardware to be zinc plated or stainless steel. Entryway threshold frame to be properly coated with a corrosion preventing paint similar to zinc

phosphate that provides a minimum 2,000 hour rating when tested to ASTM B117. Entry Door shall be a dual panel, swing out type door with two glass windows. Door Windows Dimensions: 14.5" x 69" minimum. Entry doors shall incorporate gaskets and/or seals to provide a barrier against intrusion by wind, water, and dust around the perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors. For emergency situations, a manual door release control shall be provided over the top of the door, and shall be designed to permit simple operations to override the electric door operator. Standard operating for the passenger entry door will not allow the door to be opened when vehicle is traveling faster than 5 mph for safety. The entry door must be on a 12 degree angle to assist with random access for wheelchair loading and unloading. The entry door must be forward to assist driver (from a seated position) in seeing the passenger entry.

Rear Door: Minimum clear opening of 32" x 54" with upper and lower windows. The rear door shall include a gas strut "hold open" device. A Fresnel lens (minimum 8" x 10") shall be centered and installed/glued on the upper or lower window in the rear door.

Vehicle Body: The Exterior skin must be FRP (Fiber Reinforced Plastic) Composite skin Laminated to a moisture resistant substrate (less than 1% absorption) attached to the steel cage with urethane adhesive. No Luan is permitted in the sidewalls or rear end wall of the bus. Laminated constructions with Luan or other wood materials are not allowed as they can lead to corrosion of the skin due to the wicking of moisture into the wood material. The steel cage must be Electro-coated (Cathodic E-coating to 1500 hour salt spray test) after fabrication, prior to final assembly. The steel structure of the walls must extend below the floor level and continue to the lowest part of the bus. Separate skirting that only serves a decorative purpose is not allowed; every part of the sidewall must have the steel cage structure behind the exterior skin. The overall width, excluding mirrors, of the bus must be a nominal 96" wide as narrower buses do not allow sufficient space for wheelchair maneuverability. The vehicle must comply with the requirements of school bus rollover protection of the Federal Motor Vehicle Safety Standards (FMVSS) 220 as applicable. The vehicle must also have passed all applicable FMVSS testing including FMVSS 214 and FMVSS 301. Proof of testing must accompany bid.

Front Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Rear Axle: To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight.

Shock Absorbers: Shall be load rated and of the heaviest duty available, capable of controlling the ride in the vehicle when empty, as well as when loaded to the GVW. They shall be a heavy-duty type to give maximum trouble free life in transit operations.

Suspension: Shall be the standard unmodified Chevrolet OEM suspension and be load rated and of the heaviest duty available for the GVW of the vehicle. The springs shall be the "progressive type" to give an acceptable ride under various load conditions. The suspension system may be coil springs on the front and leaf springs on the rear.

Automatic Transmission: Shall be a 6 speed electronic transmission with overdrive and must

be compatible with the engine specified. The transmission shall be equipped with an auxiliary transmission cooler. The transmission shall be equipped with an audible back-up alarm integrated into reverse gear backing lights.

Drive Shaft: Shall be rated capable of transmitting the torque multiplication of the power units to the drive wheels. A safety guard is required to prevent a broken shaft from touching the ground or contacting any brake lines.

Exhaust System: Shall be equipped with corrosion resistant muffler. No flexible tubing shall be used between the engine and the muffler. The exhaust shall exit at the rear of the vehicle on the street side.

Fuel Tank: To be a minimum of 57 gallons.

Fuel Sending Unit Interior Access Panel in Floor: To be included as standard feature.

Brakes: Shall be efficiency rated and of the heaviest duty available for the GVW of the vehicle involved. Four-wheel antilock brakes shall be provided. Braking system shall comply with FMVSS-121 or FMVSS-105, as applicable.

Parking Brake: Shall be manually operated working on the rear wheel brakes or the drive shaft. The parking brake shall be capable of holding a fully loaded vehicle on a 15% incline; the system shall incorporate a warning light on the instrument panel to indicate to the driver when the brake is on.

Steering: Power steering and equipped with a tilt steering wheel.

Tires and Wheels: Tires shall be the manufacturer's standard LT225/75R 16E tubeless radials. The weight distribution of the vehicle with maximum load shall be evenly distributed and not over load any tires beyond there rated capacity. One matching spare tire and wheel per vehicle is required loaded loose in the vehicle. Wheels shall be manufacturer's standard, painted white.

Electrical Alternator: Shall be a minimum 145 AMP.

Battery: Shall be two, maintenance free type, 12 volt batteries with a combined minimum of 1540 CCA. The OEM battery is located under the hood at curbside, and the second battery is located under the curb side viewing window in a readily accessible area on a pullout tray.

Wiring: Shall be manufacturer's standard for circuits involved. All wiring shall be run inside the body in a protected area. Any wiring that is exposed to the elements shall be in loom and securely clipped for maximum protection. Clips shall be rubber or plastic coated to prevent them from cutting the wiring insulation. All wiring shall be color-coded and labeled for identification.

Wiring Schematics: The successful vendor shall provide complete **AS BUILT** wiring schematics for al wiring added by the body manufacturer. The schematics shall be made available to the recipient on disk or hard copy.

Parts List: The successful vendor shall provide complete **AS BUILT** parts list for all items,

including body panels, added by the body manufacturer. The list shall be made available to the recipient on disk or hard copy.

Exterior Armored Clearance Lights: All LED. Five amber fronts and five reds at rear. All clearance lights shall be armored or recessed.

Interior Access Door: An access door on the front bulkhead or over driver seat to access to the marker lights. Minimum dimensions 8" x 38".

Reflectors: Two red and two amber at rear of bus.

Directional Signals: Shall be in compliance with FMVSS and state statutes. Signals, turn and four-way emergency flashers, shall be wired as an independent circuit at to that of the rear brake light system as to allow for emergency flash circuit to be operable and uninterrupted by a brake application. Control switch shall be self-concealing type mounted on the steering column. Shall include a hazard-warning feature as required by FMVSS 108. A third or center OEM brake light, LED, shall be mounted above the center of the rear window.

Rear Brake lights, Tail Lights, Turn Signals and Reverse Lights: All LED.

Interior Dome Lights: All LED. Should be ceiling or side ceiling transition panel mounted. There should be a minimum of eight interior dome lights to provide sufficient interior lighting. The opening of the door shall activate all bus body dome lights when the ignition is on or by a separate switch in the driver's compartment. There shall be two shielded entryway lights, wired to light when the door opens. A dome light shall also be provided over the driver's seat area. The driver's seat area dome light shall be a separate circuit from the passenger area dome lights, however switches conveniently placed near the driver's seat shall activate both sets of dome lights.

Lighting: Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.31 Lighting.

Instruments: Shall be mounted in the instrument panel forward of the driver and in full view while in the driving seated position. The following gauges will be supplied: a) voltmeter b) engine water temperature c) oil pressure d) fuel gauge e) speedometer/odometer. In addition, the driver shall be warned of the following conditions by either a warning light or audible alarm: a) low voltage b) low oil pressure c) headlights on high beam d) parking brake applied e) turn signals activated.

Controls and Switches: They shall be permanently labeled for quick and unmistakable identification; they shall be lighted for nighttime operation (OEM and second stage) in such a way as to prevent glare in the windshield or driver's side windows. Glued identification decals are not acceptable. All bus body controls and switches (i.e. rear heater, body dome lights, bus body air conditioning controls, wheelchair activation switch, etc.) will be included on a control panel mounted to the engine cover or on a molded housing above the windshield trim within easy reach of the driver.

Heater: Fresh air type front hot water heater, with windshield defroster. This heating system to be located in front of the passenger compartment and to be operated from the driver's position.

Rear Heater: A heater to be a minimum of 40,000 BTU/hour capacities and to be controlled from the driver's position. The rear-heating unit shall be located so as not to adversely affect the wheelchair tie down area or regular ambulatory movement.

There shall be a shut off valve in the heater piping located in an easily accessible to permit the water circulation to the heaters to be shut off area during hot weather.

Windshield Wipers/Washers: To be manufacturer's standard for the vehicle involved. A FOUR (4) -position switch having OFF, INTERMITTENT, LOW and HIGH positions should control wipers.

Sun Visor: Should be padded type, fully adjustable, to provide sun glare protection either at the windshield or the driver's side window. Friction device should hold it securely in either location and in any position during travel over rough road surfaces.

Mirrors: Two Velvac 2020 XG brand or equivalent exterior rear view mirrors shall be provided, one at the driver's left side, and one opposite on the right side. The two-in-one mirror head will include an approximately 63 sq. in. upper flat glass and an approximately 29.5 square inch lower convex. One interior rear view mirror shall be included, factory standard. All mirrors and mirror mountings shall be sufficiently rigid to prevent viewing distortion due to vibration.

Exterior Finish: Shall be manufacturer's standard fleet white color of paint, with accent striping to match recipients existing fleet design. No full body paint schemes are required; i.e. all buses will incorporate white as the base color. The paint schemes required would include no more than three stripe colors in addition to the base body white. The stripes shall be painted, not applied as with vinyl graphic material. The paint used for the stripes shall be DuPont Clear Coat. The stripes shall include a "clear coat" finish. The body metal shall be properly treated before final color paint to prevent rusting or corrosion. A can or bottle of exterior touch up paint shall be provided. The transit system's name shall be reproduced with direct contact 3M seven-year vinyl or equivalent on each side of the vehicle and approved by the recipient. Some recipients will require logo reproduction on the exterior of the vehicle. The price for this graphic work is to be included in the price. If end user paint schemes are changed or modified during the life of this contract, vendor will be allowed to re-negotiate the cost to paint an individual agency's equipment.

Interior Wall Colors: Gray interior gel coat walls standard.

Floor Structure: Steel sub floor structure must be isolated from the chassis by means of OEM rubber isolation mounts and bolted through these mounts to the chassis frame rails. The floor decking shall be a minimum 5/8" thick engineered wood with a moisture barrier laminated to upper surface and moisture sealed edges. Underside of floor decking shall be sprayed with a Poly-Urea coating prior to installation to the sub floors. The cab cockpit floor will have a 16 gauge plate welded in place for future fare box installation.

Floor Covering: A sealant shall be used in body to floor corners to provide a water resistant seal as an aid in floor cleaning. Ramp area, interior floor, and lower walls shall be seamless gray sprayed-in Poly Urea coating for durability and allow the floor to be easily cleaned. The cab floor shall have the OEM insulated floor covering. A white standee line shall be included at

the forward area of the passenger compartment. The entry steps to include a white step nosing covering the leading edge of the step riser.

Combination Roof Ventilator/Emergency Exit: A non-closing, static exhaust vent shall be included on the roof hatch. The combination ventilator-emergency escape hatch, with the dimensions of 24" x 24", shall be installed in the vehicle roof. When the hatch is open and the vehicle is in a forward motion, fresh air enters inside the vehicle.

Insulation: The roof, sides and rear doors including front and rear cab area, to be insulated. Areas between the inner and outer vertical wall and roof shall be insulated with polystyrene insulation with a minimum R factor of 6.

Windows: Solid pane windows to be provided. Window frames will be black anodized. Passenger windows shall be a minimum of 18-1/2", 36", or 45" wide and 36" high. (Body length will dictate sizes). Large curb side viewing window (approximately 550 square inches of viewing glass) to be provided. Hinge-out windows shall be installed for emergency escape and shall comply with FMVSS 217. Emergency Escape windows shall be clearly labeled and operation instructions shall be clearly visible at each escape window. The emergency release handle will meet FMVSS 217 requirements and shall not return to the locked position automatically; it shall require the driver or other authorized person to manually re-lock it. All emergency exits shall comply with F.A.C. 14-90.

Interior: All interior panels, materials and treatments shall be flame retardant meeting the requirements of FMVSS 302. The headliner, side-walls and cab liner shall be fiberglass panels with a gel coat finish to facilitate ease of cleaning.

Rust Protection / Under Coat: The base body steel cage must be Electro-coated (Cathodic E-coating to 1500 hour salt spray test) after fabrication, prior to final assembly. The underside of the floor and wheel wells to be sprayed with Poly Urea Coating.

Mud Deflectors: Mud flaps shall be provided mounted to both front and rear wheel wells.

Seating: To have seating capacity of 21 adults including the driver and two passengers in wheelchairs. The stationary seats for 18 passengers shall be Freedman Seating Company Mid Height, Feather Weight Transit Line or equivalent.

Seat belts shall be provided and color-coded to allow one to differentiate between which seat belt goes to which seat. Please refer to attached floor plan. Minimum seat spacing will be 32". All aisle side seats to include padded vandal resistant seat back grab handles. All seats and restraints must comply with current FMVSS Standards, including 207, 208, 209, 210, 225 where applicable and 302.

Seats must be installed such that they provide "theater" seating in that rows of seats in the rear of the bus shall be higher than the seats in the front of the bus. Seats shall be bolted directly to the floor/steel structure to provide clean floor surfaces without breaks in the floor seal.

Seat Covering: Standard cloth or vinyl seat coverings (or a combination of the two) shall be

provided. Minimum color selections should include gray, blue, maroon and tan or brown. Pricing for level three seat covering to be included in bid price.

Floor Plan: All Offerors shall submit a floor plan drawn specifically for this procurement. The floor plan shall be drawn to scale and clearly indicate hip to knee dimensions. Bids submitted without a floor plan as described above will be deemed non-responsive.

Driver's Seat: Driver's seat to be a Freedman Shield high back recliner with right side "Shield" arm rest and adjustable lumbar or equivalent. Pricing for level three seat covering to be included. The driver's seat shall also have a fore and aft adjustment.

Bumpers: Shall be provided at both front and rear of the vehicle. They shall wrap around the body sufficiently to give protection against impact at the body corners. The front bumper shall be supplied by the chassis OEM and include a chrome finish. The rear bumper to be wrapped around style constructed of 10 gauge steel, powder coated black. The bumper brackets are to be bolted to the chassis frame.

Rear bumper to include an anti-ride feature. The anti ride device shall include a built-in step at the rear door. The step shall include a non-slip, textured surface.

Towing Devices: There shall be attachment points (2) at the rear. The towing devices shall be adequate in design and construction to permit towing the vehicle without distortion or failure.

Air Conditioning: Air conditioning shall be Trans Air model TA-733 Super 13, or approved equal.

The air conditioning system shall consist of two (2) completely independent air conditioning systems (minimum of 73,000 BTU). The drivers area air conditioning system shall be the OEM supplied air conditioning system and shall consist of the OEM supplied in-dash evaporator; the radiator mounted condenser, and compressor. The passenger air conditioning system shall consist of the following.

Compressor: A second compressor shall be installed on the vehicle engine it is specific to the passenger area air conditioning system. The compressor shall be nominal 13 cubic inch displacement.

Evaporator: Trans Air model TA-73 or approved equal.

Condenser: Trans Air model SMC3L or approved equal.

Fast Idle / Interlock: Intermotive or In-Power Advanced Fast Idle / Interlock System. The vehicle shall include a voltage monitor/engine idler. The device shall activate automatically when the vehicle is in a discharge situation, the transmission is in Park and the parking brake is applied. The device shall also include a manual activation switch. The device shall automatically deactivate when the parking brake is released and the vehicle is put in gear.

Safety Equipment: The following safety equipment shall be mounted in a location within the vehicle (approved by the Department of Rail and Public Transportation) so as not to interfere with the driver or passenger.

16unit Virginia Bus First Aid kit,

To include the following:

(2) Band aids

(3) 4" Bandage compress

(2) 2" Bandage compress

(4) Triangle bandage

(2) 4" gauze compress

(5) Bee sting swabs

(6) Zeph chloride swabs

Fire extinguisher, five pound ABC type

Warning triangles, reflective type - (3) units

Occupational Safety and Health Administration (OSHA) approved Body Fluid Clean Up Kit

Radio: To be an AM / FM/ CD stereo radio with a digital clock feature and a minimum of four speakers.

Wheelchair Ramp: A wheelchair ramp shall be included on the curbside front of the bus at the ambulatory entrance door. A Braun RA 300 Bi Fold Transit Ramp or approved equal, shall be installed and conform to all requirements as outlined in the ADA regulations. The ramp shall be equipped with a manual over-ride to permit ramp to be deployed or stowed manually in event of power failure or emergency. A complete set of operating instructions, schematics and a trouble-shooting guide shall be included with each ramp. Entry ramp shall be rated at 1,000 pounds. Entry ramp shall be 62 inches minimum and provide a 1:5 angle when deployed to the ground.

Securement Devices: There shall be two wheelchair tie down spaces (reference seating diagram). All floor-mounted attachments shall be flush mounted, and must meet the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility (d) Securement devices, as well as ANSI/RESNA WC-18. Retractors must be self-tensioning and self-locking. Acceptable kits are Q'Straint QRT-360 (Q-10007) Sure-Lok WC-18 TITAN (AL812S-4C) or pre-approved equal.

A storage container shall be provided for each securement station to allow clean storage of the system straps and belts when not in use.

A hand held web cutter shall be provided. (Sure-Lok part number 8705 or Q'Straint part number Q5-7590)

Stanchion Bar: Stanchion and grab bars shall be of corrosion resistant stainless steel or equivalent, a minimum of 1-1/4" in diameter and padded. Padding shall be permanently bonded to stanchion and grab bars. Padded stanchion bar shall be installed at side entrance door. Anti-vandal grab handles shall be located on top of each forward facing aisle seat. A passenger assist stainless grab bar shall be securely mounted on both sides of the entrance door running parallel to the entryway for ADA compliance. Bar to be a minimum of 1" in diameter. Location to be approved by DRPT. There shall also be a floor to ceiling stanchions on the left side of the aisle at the entry to the passenger compartment. The vertical stanchion shall include a horizontal cross bar that attaches to the sidewall. In addition, the curbside stanchion shall include a modesty panel separating the first row of curbside seats from the step well.

VI. LOGISTICS

1. Maintenance Manuals:
Contractor must provide with each piece of equipment an electronic or hard copy operations and maintenance manual with wiring diagrams, parts list, etc. Parts manuals, service manuals, operator's manuals, and/or other materials/literature needed to satisfy these requirements shall be furnished at no additional cost. These documents should be submitted to the Authorized User on or before delivery of vehicle.
2. Acceptance: Products shall be deemed accepted by the Authorized User after ensuring all products meet the required performance levels ("Acceptance"). The Authorized User is required to accept or reject the vehicle(s) within 24 hours of delivery. If the Authorized User has not provided written acceptance or rejection within 24 hours, the vehicles will be deemed accepted and the warranty period will commence at the end of the 24 hour period.

VII. REPORTING REQUIREMENTS

During the term of the Contract, or any renewal thereof, the Contractor agrees that the following reports shall be submitted to the Contract Officer. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but are not limited to, the following:

A. **CONTRACTOR'S QUARTERLY REPORT OF SALES:** Contractors shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. See attachment to this solicitation for the report template which identifies the information to be provided. Reports shall be provided no later the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the contract officer and to the following email address: vssireport@dgs.virginia.gov. Failure to submit information in the required format and time may result in cancellation of the awarded contract.

B. **SURCHARGE ADJUSTMENT:** The contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this contract. DGS will not issue invoices or statements. The contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee equals two percent (2%) of the quarterly reported total invoiced sales. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the

absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:
DGS/Division of Purchases and Supply
ATTN: SCA Coordinator
PO Box 1199
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this contract.

VIII. INVOICING AND PAYMENT

a. Invoices

As applicable, all invoices shall be rendered promptly to any Authorized User after all goods and/or services covered by the invoice have been provided. The Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact name
3. Description of the Goods and/or Services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number

Contractor shall render invoices for any Authorized User in accordance with the instructions contained in the order.

b. Methods of Payment:

- i. Payment will be made thirty (30) days after receipt of goods and/or services or a valid invoice, whichever is later. Contractor shall submit a valid invoice to the invoice address designated in any order issued by an Authorized User in accordance with the invoice mailing instructions therein.

- ii. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding \$5,000, or any then-current charge card small dollar usage threshold, Contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment.
- iii. Payment may be made by any other duly authorized official payment method or card as mutually agreed upon between any Authorized User and the Contractor.

IX. DGS POINTS OF CONTACT

Contract Administration/Compliance

Dell Forehand, VCO
Statewide Strategic Sourcing Officer
Division of Purchases and Supply
1111 East Broad Street
Richmond, VA 23219
Tel: 804-786-0078
Fax: 804-786-5413
Email: orsdell.forehand@dgs.virginia.gov

Contract Information

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1111 East Broad Street
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Tel: 804-786-0078
Fax: 804-786-5413
Email: orsdell.forehand@dgs.virginia.gov

X. CONTRACTOR POINTS OF CONTACT

Primary Contact

Mark Roberts, Senior VP / COO
Sonny Merryman, Inc.
P.O. Box 495
Rustburg, VA 24588
Tel: 800-533-1006 x311
Fax: 434-942-8203
Email: mark@buyabus.com

Billing/Administration

Mark Roberts, Senior VP / COO
Sonny Merryman, Inc.
P.O. Box 495
Rustburg, VA 24588
Tel: 800-533-1006 x311
Fax: 434-942-8203
Email: mark@buyabus.com

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