

**CONTRACT E194-76061-MA2233
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 High Roof Wheelchair Van, pursuant to the Commonwealth's Invitation for Bid #E194-1945, dated September 22, 2016 (the "IFB") and the Contractor's proposal, dated October 6, 2016 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 IFB #E194-1945; and (4) the Contractor's proposal submitted in response to the IFB. 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 November 1, 2016 through October 31, 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 four (4) 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

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.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price materials. Documentation shall be supplied with the contractors 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 of percentage of increase which is being passed on to the contractor by the contractors suppliers. Please note that an increase request equal to the actual dollar value of FWP or MSRP between model year changes cannot be requested. Vendors may request up to the "percentage" change in FWP between model years if accompanied with the documentation required in (1) and (2) above.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increases 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.: 804-786-4068

SONNY MERRYMAN INC

Mark Roberts, Senior VP, COO
P.O. Box 495
Rustburg, VA 24588
Tel.: 800-533-1006 x311

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

The contractor shall provide with each piece of equipment an owner's manual 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 afore-mentioned, 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 Owner's 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 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US 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 US 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 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include 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 53230X2) (C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror 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 Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 -1377. 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 USC A5323(c) and FTA's implementing regulation 49 CFR 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 para. 1 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 US 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 USC 5323(1) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) 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.

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 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US 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 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 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 CFR 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 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 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 CFR 19.48, contractor shall provide the purchaser, the FTA, the US 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 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the

purchaser, the Secretary of USDOT and the US 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 (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i){11}.

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

All contracts over \$100,000

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q. 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 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 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 US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18

USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US 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.

95. Geographic Restrictions

The Recipient agrees that it will not use any State or local geographic preference, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 C.F.R. §

18.36(c)(2), in accordance with any applicable federal regulations, requirements, and guidance and as implemented by FTA

96. Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That Impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension

97. Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

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

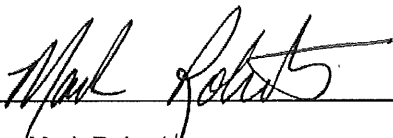
Signature of notary and SEAL

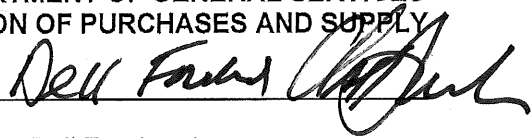
Date of Signature: ____ / ____ / ____

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: Mark Roberts
Printed

NAME: Dell Forehand
Printed

TITLE: Senior Vice President

TITLE: Strategic Sourcing Officer

DATE: 11-2-2016

DATE: 11-2-16

**ATTACHMENT A
TO
CONTRACT E194-76061-MA2233
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 E194-76061-MA2233 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 IFB #E194-1945, Attachment B, entitled Specifications and Pricing; 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 High Roof Wheelchair Van 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 November 1, 2016 through October 31, 2017.

There are four (4) 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 2016) 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: 180 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.

Pricing Schedule: Ford Transit T350 SRW 101A W2X (Specifications below in E.)

Description	Contract Price
7 Passenger High Roof Wheelchair Van (6 Ambulatory, 1 wheelchair & Driver) with 2 additional optional floor plans	\$52,543.00 base vehicle price

Additional Options & Pricing:

OPTIONAL EQUIPMENT (Add-ons to the Base Vehicle described above. Price if available. Unavailability of an optional item does not affect meeting the above basic vehicle specifications requirements.)

	Description	Option Order Code	MSRP \$	Discount off MSRP	Bid Price	
ADD ONS						
OFP2	OFP2	OPTIONAL FLOOR PLAN TWO	OFP2	\$2,250.	10%	\$2,025.
OFP3	OFP3	OPTIONAL FLOOR PLAN THREE	OFP3	\$1,450.	10%	\$1,305.

Please include additional options that you would like the Commonwealth to consider adding to the contract:

Description	Order Option Code	MSRP	Discount off MSRP	Contract Price
3.2 L Diesel Engine	FTDE	\$7,270.	10%	\$6,543.
3.5 L Eco Boost Engine	FTEB	\$2,400.	10%	\$2,160.
Strobe Rear Cap	TWSRC	\$495.	10%	\$445.
Electrical Cut Off Switch	TWRCOS	\$490.	10%	\$440.
Level Four Seat Covering*	TWFL4	\$50.	10%	\$45.
Level Five Seat Covering*	TWFL5	\$70.	10%	\$63.
Level Six Seat Covering*	TWFL6	\$90	10%	\$81.
Echovision Reverse Zonar	TWERZ	\$815.	10%	\$733.
Angeltrax Co Pilot DVR	SMIATCP	\$2,150.	10%	\$1,935.
Angeltrax 2 Camera System	SMIAT2CS	\$2,850.	10%	\$2,565.
Angeltrax 3 Camera System	SMIAT3CS	\$3,350.	10%	\$3,015.
Angeltrax 4 Camera System	SMIAT4CS	\$3,950.	10%	\$3,555.
Angeltrax GPS Option	SMIATGPS	Contact Vendor	10%	Contact Vendor
Millenium Lift vs Std Century	BMVSC	\$405.	10%	\$365.
225 Hooks/Tether Per Seat*	FSCRS225	\$50.	10%	\$45.
Diamond XV Fare Box 2V	DFBXV2V	\$ 1,985.	10%	\$1,785.
Overhead Standee Rail (1)	OHSR	\$975.	10%	\$875.
Floor Blue or Gray vs Black	FCOTB	\$280.	10%	\$250.
Reverse Camera	RVWMM	\$350.	10%	\$315.
Ricon vs Braun	RVB	\$200.	10%	\$180.

* Denotes Price Per Seat

Please include additional options that you would like the Commonwealth to consider adding to the contract:

Description	Order Option Code	MSRP	Discount off MSRP	Contract Price
Exterior Step Light	ESL	\$215.	10%	\$190.
Delete Accessibility Package	DAP	\$ 2,500.	10%	\$ 2,750.
Full Wrap W/O Windows	FWWOW	\$4,865.	10%	\$4,375.
Full Wrap Including Windows	FWIW	\$5,285.	10%	\$4,755.
Engine Hour Meter	EHM	\$170.	10%	\$150.
Yellow Standee vs White	YSL	\$280.	10%	\$250.
Yellow seat handles vs black	YSBGH	\$30.	10%	\$27.
Yellow Rails vs SS	YSAGR	\$372.	10%	\$335.
Aluminum Driver's Step	DSRB	\$215.	10%	\$190.
Full Body Paint - ILO White	FBP	\$5,950.	10%	\$5,355.
ZONAR EVIR - 5 Yr Contract	EVIR5	Contact Vendor	10%	Contact Vendor
AMF Bruns Smartfloor	BRUNS	3,300.	10%	\$2,970.
Cost per seat BRUNS Attach	CPSBRUNS	\$870.	10%	\$783.
Ford OEM Service Manual	FOEMM	\$450.	10%	\$405.
Duplicate Paint With Vinyl	DPWV	\$2,650.	10%	\$2,385.
Additional Row of L Track	ARLT	\$290.	10%	\$261.
Roof Mounted Condenser	RMC	\$1,950.	10%	\$1,755.
* Denotes Price Per Seat				

V. SPECIFICATIONS:

This specification is for 2017 or current year model, new, wheelchair access equipped high roof passenger personnel transport vans. Vehicles must accommodate both ambulatory and wheelchair passengers per the following specifications:

The following specifications are intended to define the minimum level of quality and performance of the requested product, and are meant to be met or exceeded. If brand names are provided in text, the specifications are not meant to be restrictive as to brand name or manufacturer unless specifically designated as mandatory. Equipment bid may be the brand name and model, or shall be **equivalent** to brand names and/or any other specification elements. Bidders shall indicate compliance with the specification item, equivalence, or clarifying information on the specifications form next to each specification item, using the lines provided across from the specification items. Failure to indicate compliance, equivalence or clarifying information may cause rejection of bid.

The completed vehicle shall be delivered to the designated receiving location FOB destination. Vehicle and equipment must be put in service by a qualified representative of the contractor at the delivery location. The representative must demonstrate that the vehicle and all installed equipment are operating correctly, with no defects in materials or installation. The representative must operate all the installed equipment on each vehicle, and instruct user personnel in operation and safety requirements of the installed equipment.

Products provided must be warranted with the supplier's best warranty offered, to provide no-cost protection to the Commonwealth for correction or replacement as needed for defects in manufacturing, assembly, or parts. Provide documentation of warranty for the products offered in answer to this invitation for bid.

Delivery: Dealer will deliver the vehicle conforming to the above specifications within 180 days after receipt of order.

Preliminary invoice: A preliminary invoice must be received at least 30 days prior to delivery to ensure prompt payment.

Dealer Requirements: All bidders shall be licensed Virginia Motor Vehicle Dealers as defined in the Virginia Motor Vehicle Dealer Board laws, Chapter 15, Title 46.2, Code of Virginia. A copy of a current certification must be included with the bid.

OEM Approved Converter: Vehicle conversion manufacturer must be an approved converter by the OEM vehicle manufacturer, and certified by the OEM manufacturer as an approved converter.

Transit Vehicle Manufacturer: Converter must be listed as a Transit Vehicle Manufacturer.

Vehicle: New 2017, or most current model year; high roof wheelchair van with wheelchair lift, with all standard features to include, but not limited to the following minimum specifications and components to be included as this BASE VEHICLE;

Item #	Feature	Description	Order/Option Code	Bidder Comments / Document Equivalence to spec
1	Base Chassis	Ford T350 SRW 101A, W2X, passenger van, or equivalent: Base Chassis bid:_____		
2	Engine	V-6 gasoline engine, minimum 260 Horsepower, minimum 260 lbs-ft torque		
3	Overall Length	230" minimum inches		
4	Gross Vehicle Weight (GVW)	9,500 lbs. minimum		
5	Exterior Width	Minimum 80", excluding mirrors		
6	Exterior Height	Minimum 110"		
7	Interior Height	Minimum 74"		
8	Wheelbase	Approximately 147"		
9	Step Height from Ground	12" maximum		
10	Ambulatory passenger door entry width	Minimum 30"		
11	Ambulatory passenger door entry height	Minimum 66"		
12	Side lift door entry width	Minimum 46"		
13	Side lift door entry height	Minimum 60"		
14	Aisle width seats unfolded	Minimum 9"- no wheelchair passengers		
15	Front Axle	To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight		
16	Rear Axle	To be equipped with heavy-duty axle and springs adequate for vehicle's gross vehicle weight. Rear axle ratio to be approximately 4.10:1		
17	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.		
18	Suspension	Suspension system shall be load rated and of the heaviest duty available for the GVW of the vehicle. Heavy duty shock absorbers to be included. The front suspension will utilize an independent MacPherson Strut system with stabilizer bar and the rear suspension will utilize leaf springs.		
19	Automatic Transmission	Six speed electronic transmission with overdrive and must be compatible with the engine specified. Transmission cooler shall be integrated into the OEM cooling system. Transmission shall be equipped with an audible back up alarm integrated with the reverse gear backing lights.		
20	Steering	Variable power assisted steering equipped with a tilt wheel		
21	Drive Shaft	Rated capable of transmitting the torque multiplication of the power units to the drive wheels. Safety guard is required to prevent a broken shaft from touching the ground or contacting any brake lines.		
22	Exhaust System	Equipped with corrosion resistant muffler. No flexible tubing shall be used between the engine and the muffler. Exhaust shall exit at least 2" beyond the perimeter of the vehicle and must exit at the rear or in the rearmost 24" of the street side of the vehicle. Exhaust exits to the curbside are prohibited.		
23	Engine Air Cleaner	Dry replacement element. Type and make to meet the engine manufacturer's recommendation.		
24	Fuel tank	Largest capacity furnished by manufacturer, minimum of 25 gallons. Fuel fill to be located to provide easy servicing. Tank should be located in an area protected under the vehicle per manufacturer's specification. Tank, fuel lines, and hardware must meet all current <u>FMVSS, including FMVSS 301</u> , as well as all current CARB and EPA requirements. Tank shall be calibrated with OEM dash fuel gauge.		
25	Brakes	Brake system shall utilize four wheel antilock disc brakes, provided for all wheels, front and rear. System shall be		

		efficiency rated and of the heaviest duty available for the GVW of the vehicle involved. Brakes shall be capable, at a minimum, of stopping a fully loaded vehicle at a deceleration rate equivalent to a 22 foot stop from a speed of 20 m.p.h. They must be capable of this type of stop three times in rapid succession from a speed of 20 M.P.H. without brake fade. Braking system shall comply with <u>FMVSS 105</u> .		
26	Parking Brake	Manually operated working on the rear wheel brakes or driveshaft. The parking brake shall be capable of holding a fully loaded vehicle on a 15% incline. System shall incorporate a warning light on the instrument panel to indicate to the driver when the brake is on.		
27	Tires and Wheels	Vehicles shall be equipped with five (5) premium tubeless, steel belted, black sidewall, all-weather radial tires of largest size available from OEM for the GVWR specified. All primary tires and wheels shall be identical (i.e., no cross brands or models). All tires shall be electronically spin balanced. Vehicles shall be equipped with the heaviest duty 16 inch one piece ventilated steel wheels recommended for the GVWR and tires specified by the vehicle manufacturer. Wheels shall be completely interchangeable and provided with hubcaps or wheel covers. One matching full size spare tire and wheel per vehicle is required loaded loose at delivery. Spare tire and wheel must be OEM and match the four mounted tires and wheels exactly.		
28	Front End Alignment	Final front end alignment will be completed after delivery to the Virginia location of the successful bidder (prior to final delivery to end user). Before and after alignment receipts to be included at delivery to end user.		
29	Electrical Alternator	minimum 200 AMP		
30	Voltage Regulator	Heaviest duty rated, as provided by vehicle manufacturer.		
31	Battery	Dual battery configuration with a		

		combined minimum rating of 1450 CCA and 70 amp hour. Batteries to be AGM.		
32	Wiring	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. Circuit breakers and electrical panels shall be located to be easily accessible. A separate fuse panel for all add-on components will be located in an accessible area. The manufacturer shall provide complete wiring schematics showing the original wiring and all added wiring for the vehicle.		
33	Interlock / Fast Idle	Intermotive Gateway interlock / fast idle device or pre-approved equivalent to be included. Fast idle feature shall activate automatically when the vehicle is in a discharge situation, the transmission is in PARK and the parking brake is applied. Interlock feature will prohibit the vehicle from being put in gear while the wheelchair lift access door is open.		
34	Reflectors	Four reds at rear and two amber at front		
35	Directional Signals	Compliant with <u>FMVSS</u> and state statutes. Control switch shall be self-canceling type mounted on the steering column. Shall include a hazard-warning feature as required by FMVSS 108. A third, or center, OEM brake light shall be mounted in the center of the vehicle above the rear doors.		
36	Clearance Lights	Vehicle shall be equipped with sealed LED clearance lighting surrounding the vehicle roof at the highest practical point. Clearance light package shall be a minimum of ten (10) lights. Clearance lights shall be steady burn and shall operate in all modes in which the vehicle running lights operate.		
37	Lighting	Conform to the specifications as outlined in the ADA regulations Subpart B Buses, Vans and Systems, 38.31 Lighting. Any step well or doorway immediately		

		<p>adjacent to the driver shall have when the door is open at least 2 foot-candles of illumination measured on the step tread or lift platform. Other doorways in which lifts are installed shall have at all times at least 2 foot-candles of illumination measured on the step tread or lift, when deployed at the vehicle floor level. The vehicle doorways, including doorways in which lifts are installed, shall have outside light(s) which, when the door is open provide at least 1 foot-candle of illumination on the street surface for a distance of 3 feet perpendicular to all points on the bottom step tread outer edge. Such light(s) shall be located below window level and shield to protect the eyes of the entering and existing passengers. Interior dome lights shall be side wall or ceiling mounted. There shall be three (3) 21-candlepower lamp minimum mounted along the ceiling to provide sufficient interior lighting. 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.</p>		
38	Instruments	<p>Mounted in the instrument panel forward of the driver and in full view while in the driver's seated position. The following gauges and/or warning indicators shall be supplied:</p> <ol style="list-style-type: none"> 1. Engine coolant temperature gauge 2. Oil pressure gauge or low pressure warning indicator 3. Fuel level gauge 4. Speedometer / odometer gauge 5. Driver shall be warned of the following conditions: <ol style="list-style-type: none"> a) Low voltage b) Low oil pressure c) Headlights on high beam d) Parking brake applied e) Turn signals activated f) Hazard flashers activated 		
39	Controls and Switches	All controls and switches shall be		

		permanently labeled for quick and unmistakable identification and shall be lighted for nighttime operation. Glued identification decals are not acceptable. All controls will be within easy reach of the seated driver.		
40	OEM Heater	Fresh air type front hot water heater, with windshield defroster as installed by the vehicle manufacturer		
41	OEM Air Conditioning	Vehicle manufacturer standard		
42	Rear Heater	Floor heater minimum of 65,000 heating capacity with 325 CFM and to be controlled from the driver's position. The rear-heating unit shall be located so as to not adversely affect the wheelchair tie down area. Not to exceed 8" in height from van floor.		
43	Passenger Compartment Air Conditioning	Air conditioning system shall include an interior overhead rear mounted evaporator and a two fan skirt mounted condenser. OEM compressor will be utilized for the add-on air conditioning system. Evaporator shall be rated at a minimum of 45,000 BTU cooling capacity at 900 CFM. Evaporator shall include an ABS plastic cover molded into the aftermarket ABA headliner. Headliner and the evaporator cover to be manufactured from the same material and color coded to match. Two fan skirt mounted condenser shall be rated at a minimum of 57,000 BTU with 3,000 CFM. Condenser shall include a powder coated galvanized steel housing.		
44	Windshield Wipers/Washers	Manufacturer's standard for the vehicle involved. Washer supply tank shall be located under the hood for easy refill. Wipers shall be controlled by a four (4)-position switch having OFF, INTERMITTENT, LOW and HIGH positions.		
45	Sun Visor	Padded type, fully adjustable, to provide sun glare protection either at the windshield or the driver's side window. Friction device shall hold it securely in either location and in any position during travel over rough road surfaces		

46	Exterior Mirrors	Two (2) OEM exterior rear view mirrors shall be provided on break away brackets, one (1) at the driver's left side, and one opposite on the right side.		
47	Interior Mirrors	OEM windshield mounted rear view mirror to be included. 10" round convex mirror to be mounted in a location that will enable the driver to view the passenger area of the vehicle while seated. The convex mirror must be mounted so that it will adjust up and down, right and left.		
48	Exterior Finish	OEM white. The successful vendor will be responsible for adding system name and logo to match the recipient's fleet. All lettering and logo work will be done in 3-M seven year vinyl. All bidders should consider the possibility that recipients may request lettering and system logo reproduction on all four sides of the vehicle.		
49	Interior Colors	Shall be chosen from the manufacturer's standard colors.		
50	Undercoating	Underbody, including wheel housings, shall be treated to deaden sound and prevent corrosion wherever allowed by the vehicle OEM and the aftermarket converter. Proper care shall be taken to prevent any coating from being deposited on grease fittings, exhaust system, moving parts, brake hoses, and drive shaft.		
51	Combination Roof Ventilator/ Emergency Exit	A combination roof ventilator emergency escape hatch (24" x 24") with static exhaust vent shall be installed in the vehicle roof which, when open and the vehicle is in a forward motion, shall provide fresh air inside the vehicle. Specialty Manufacturing Company Roof Hatch Model #1170 Series or pre-approved equal.		
52	Insulation	The roof and sides including front and rear cab area are to be insulated and lined.		
53	Windows	Windows are to be OEM (vehicle or body manufacturer). Windows will be supplied with OEM standard safety tint glass (aftermarket tinting will not be permitted). All emergency exits shall be clear openings and be noticeably labeled. All		

		windows shall be fitted with durable firmly installed weather seals to prevent the entrance of air and water, including spray from commercial vehicle wash equipment and driven rain. Materials used for weather seals shall be designed to withstand varying temperature extremes, road splash, salt and other exterior elements without cracking, leaking, or deteriorating.		
54	Floor	Sub-floor shall be a minimum of ¾ inches thick marine grade waterproof plywood. Floor is continuously attached to sub-flooring by waterproof adhesive without voids. Standard floor covering shall be black Altro Transflor Chroma, Gerflor Sirius NT or pre-approved equal. The step treads shall have white step nosing. There will also be a white standee line at the entrance to the passenger compartment (floor plans one and two). The wheel wells shall be covered with a molded plastic housing. Flooring color shall harmonize with vehicle interior. Wheel wells shall be covered in such manners that trim screws do not protrude in the underside of the wheel wells. There shall be molded plastic or FRP cove molding between sidewalls and floor for ease of cleaning. Clear silicone caulking shall be used at any and all points where moisture may enter the flooring material. Minimally, the areas where the plywood floor meets the sidewalls of the vehicle and at all door openings shall be sealed with a clear silicone caulking.		
55	Interior	Interior sidewall panels shall be covered with formed ABS textured panels (gray). Interior panels shall be flame retardant and treated to permit easy cleaning. The aftermarket interior in the passenger compartment shall have been “in vehicle” tested for <u>FMVSS 201U</u> compliance prior to bid submittal. Test results to be submitted with bid.		
56	Seating	Vehicle will include seating for a driver, up to eight ambulatory passengers and one wheelchair passenger. With one standard wheelchair on board, there will		

		be seats for the driver and six ambulatory passengers or eight ambulatory passengers when no wheelchairs are on board. Stationary passenger seats will be Freedman GO-ES seats with external three point seat belts. Foldaway seat(s) will be Freedman GO-ES seats with external three point seat belts. Seats shall include Lock-N-Go cushions that are able to snap in and out. Standard seat coverings shall include all patterns up to and including Freedman Level Three seat coverings. All aisle side seats to include antimicrobial seat back grab handles.		
57	Child Restraint System	Vehicle must meet the Child Restraint Anchorage System required in <u>FMVSS 225</u> .		
58	Operator's Seat	Operator's seat shall be provided by the chassis OEM to include a moveable armrest on the right side of the seat. The seat should be able to adjust forward, backward, and recline.		
59	Driver Step	A single foot driver step to be provided to include a non-skid surface. Weight capacity, 300lbs		
60	Bumpers	OEM, provided at both the front and rear of the vehicle shall wrap around the body sufficiently to give protection against impact at the body corners. The finish may be anodized aluminum, steel chrome plated, like body color painted or painted black.		
61	Safety Equipment	The following safety equipment shall be mounted in an appropriate location within the vehicle so as not to interfere with driver or passengers. <ul style="list-style-type: none"> - First aid kit, 16-unit size - Fire extinguisher, 5# ABC type - Warning triangles, reflective type (1) three unit set - OSHA approved Body Fluid Clean-Up Kit 		
62	Radio	AM/FM radio with a digital clock feature and a minimum of three (3) speakers at least two of which are located in the passenger compartment of the van.		
63	Standard Entry Door System	Ambulatory ingress and egress will be made available through the curb side OEM van door modified to serve as an		

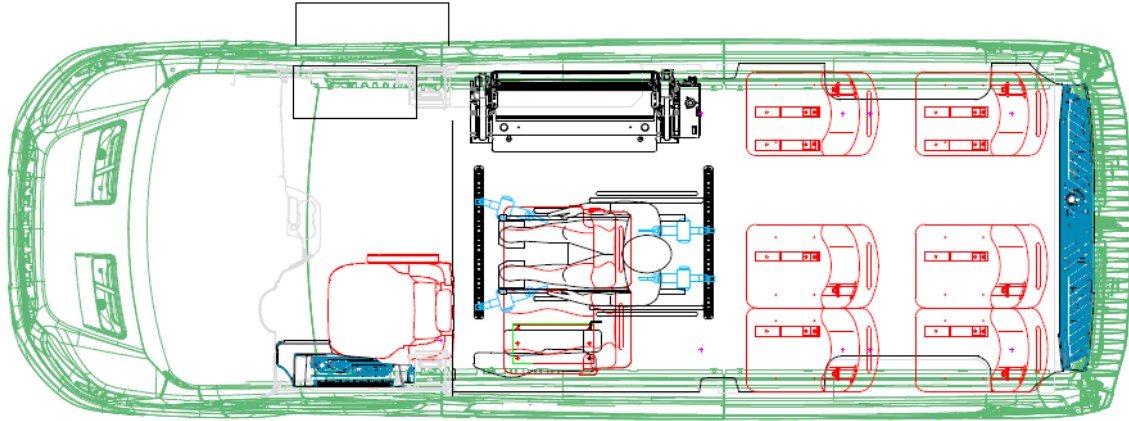
		<p>operator controlled transit door. The door will be opened and closed via a school bus style door control rod. The operator will be able to fully open and close the door from a seated position. Door shall have an emergency manual release mechanism with a red handle. The handle will be clearly labeled "EMERGENCY ONLY".</p> <p>Door assembly must have locking provisions from inside the van. Reinforcement bracing shall be installed in the door panel to adequately support control rod. The OEM door latch will not be altered and shall be the locking mechanism (in addition to the door control rod) that that holds the door shut when the vehicle is in motion.</p> <p>The ambulatory entry door shall be the OEM passenger side front door opening including the door jambs and weather seal. The top step will be fabricated into the floor but will not alter the OEM weather seal. The expanded metal bottom step (non-skid) will be made of galvaneal steel and located outside of the vehicle. The step shall provide a surface of 10" in depth and be the full width of the entry door. The door shall retain the OEM door hinge.</p> <p>The interior steps to be covered with the same floor covering as the passenger area of the van.</p>		
64	Wheelchair Lift Door System	OEM side sliding door(s) to remain and to be utilized for access to the wheelchair lift. The lift door dimensions are to be compliant with all applicable federal standards and ADA requirements.		
65	Doors - Keys	Keys and locks for all doors shall be supplied. All doors shall be properly sealed to prevent entry of air drafts and water into vehicle interior, including spray form commercial vehicle wash equipment and driven rain. Materials use for weather seals shall be designed to withstand varying temperature extremes, road splash, salt and other exterior elements without cracking, leaking, loosening or deteriorating.		

66	Rear Doors	Rear doors shall be capable of opening 270 degrees. Doors shall be secured while open via either “door grabbers” or strong magnets capable of preventing accidental closure in windy conditions.		
67	Rear Mud Flaps	Durable mud flaps are to be provided for both rear wheels.		
68	Wheelchair Lift	Braun Century II model NCL 919-2 wheelchair lift to be installed in the side lift door and shall conform with all NHTSA regulations as well as the requirements outlined in <u>FMVSS 404 and the ADA regulations Part 38, Subpart B – Buses, Vans and Systems, 38.23 Mobility Aid Accessibility (b) vehicle lift – pages 45757 – 45758.</u>		
69	Securement Devices	<p>There shall be one wheelchair tie down space (reference seating diagram). All floor-mounted attachments shall be flush mounted, and must meet the specifications as outlined in the <u>ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility (d) Securement devices, as well as ANSI/RESNA WC-18.</u> 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. Standard non-retractable lap and shoulder belts are acceptable. Floor retractors shall install into Series “L” track that runs the full width of the wheelchair position (reference floor plan below). The “L” track installation shall have been “in-vehicle” tested for compliance with Title 49 38 Subpart B (ADA) prior to bid submittal. The wall attachment points for the passenger restraint belts will have been tested for compliance with FMVSS 210 during the same “in-vehicle” test. Test reports to be included with bid.</p> <p>A storage container shall be provided for each securement station to allow clean storage of the system straps and belts when not in use.</p> <p>A hand held web cutter shall be provided (Sure-Lok part number 8705 or Q'Straint part number Q5-7590)</p>		

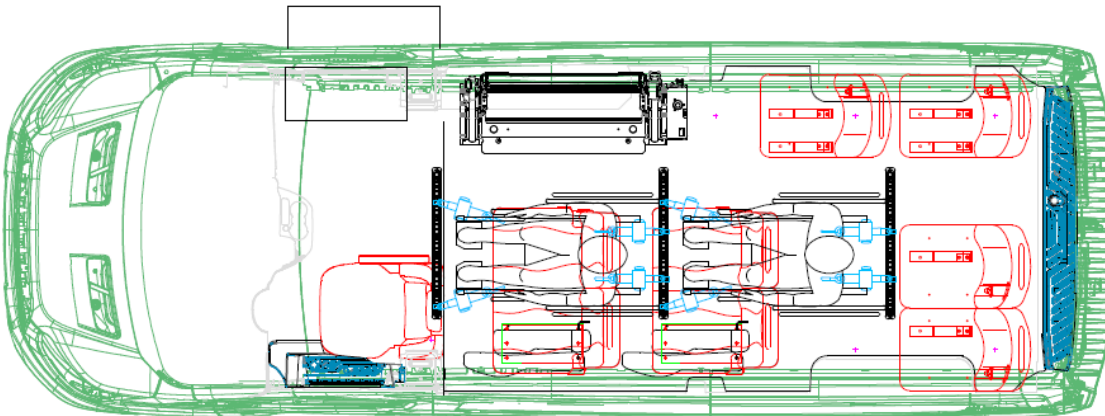
70	Stanchion and Grab Bars	Shall conform to the specifications as outlined in the <u>ADA regulations Sub-part B-Buses, Vans, and Systems, 38.29 Interior circulation, handrails and stanchions</u> . The stanchions and grab rails shall be tubular, bright finished metal covered in durable high-density energy absorbing padding. All stanchions shall be a minimum of 1.25 inches in diameter and shall be mounted in structural members with corrosive resistant mounting brackets. All stanchions shall be mounted floor to ceiling in structural members. Grab rails shall be provided to the left and right of the entrance door within reach from the ground to assist passengers in both boarding and alighting. Two 10" entry assist handrails to be included mounted above and below entry door control rod. A diagonally mounted assist rail measuring a minimum of 10.5" shall be recessed into the modesty panel to the left of the transit door entryway. Recess shall be of sufficient depth to allow a proper grip on the assist hand rail without interference from the modesty panel.		
71	License Brackets	To be installed on front and rear of vehicle.		
<p align="center"><u>BASE VEHICLE PRICE</u> to include all components above. (Those responding electronically must enter this total here <u>and</u> in their eVA electronic bid response)</p>				<p align="center">Contract Price \$ _____</p>

Floor Plans:

BASE BID SEATING CHART

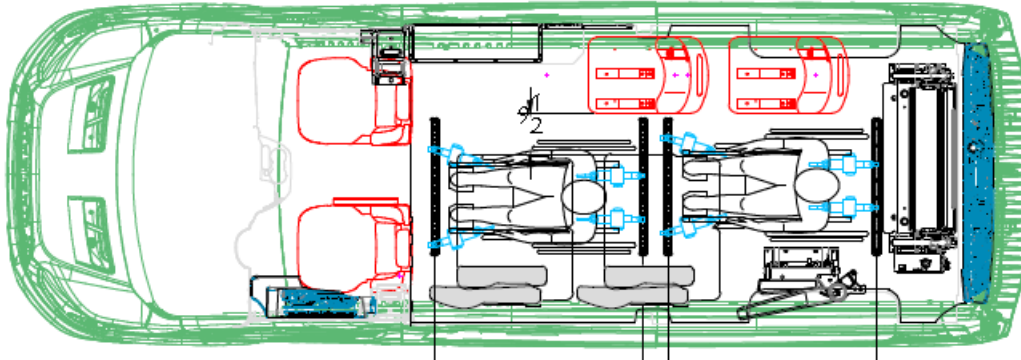


OPTIONAL FLOOR PLAN TWO



Floor Plan Two will include seating for a driver, up to eight ambulatory passengers and two wheelchair passengers. With one standard wheelchair on board, there will be seating for the driver and six ambulatory passengers. With two wheelchairs on board, there will be seating for the driver and a minimum of two ambulatory passengers. There will be seating for eight ambulatory passengers when no wheelchairs are on board.

OPTIONAL FLOOR PLAN THREE



Floor Plan Three will include seating for a driver, a co-pilot and up to seven ambulatory passengers and two wheelchair passengers. With one standard wheelchair on board, there will be seating for the driver, co-pilot and a minimum of four ambulatory passengers. With two wheelchairs on board, there will be seating for the driver, co-pilot and a minimum of two ambulatory passengers. There will be seating for the driver, co-pilot and seven ambulatory passengers when no wheelchairs are on board. Ambulatory entry will be through the OEM side sliding door(s). There will be a full length passenger step at the ambulatory entrance door. The wheelchair lift will be located at the rear OEM doors.

VI. LOGISTICS

1. Maintenance Manuals:
Contractor must provide with each piece of equipment an electronic or hard copy operations and maintenance manual. 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

On a quarterly basis, the Contractor shall provide the Division of Purchases and Supply, Statewide Strategic Sourcing Officer, with reports of the total dollar volume of purchases by each Contract User. Reports shall be due no later than the 15th day of the month following the reported quarter end. If the 15th of the month falls on a weekend or holiday, the report shall be due the next business day. All quarterly reports, in spreadsheet format, shall be delivered electronically to the Statewide Strategic Sourcing Officer at orsdell.forehand@dgs.virginia.gov. An electronic copy shall also be delivered to the following email address: vappreport@dgs.virginia.gov.

Failure to submit information in the required format and time may result in cancellation of the awarded contract.

B. Sur-Charge Adjustment (SCA)

The Contractor shall pay the Department of General Services (DGS) a Surcharge Adjustment Fee (SCA) under this Contract. The Contractor must remit the fee within 30 days after the end of each quarterly reporting date. The SCA fee equals two percent (2%) of the total monthly sales reported. 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, the payment shall be made by check as described herein.

- Checks are to be payable to: **Treasurer of Commonwealth of Virginia**
- Note in the Memo portion of the check that it is **for SCA fees & the Quarter for which it is being paid, the contract number** & mail to:

DGS/Div. of Purchases & Supply
Attn: SCA Coordinator
P.O. Box 1199
Richmond, VA 23218

Failure to submit timely payments as described above may result in cancellation of the awarded 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: 804-786-4068
Fax: 804-786-5413
Email: orsdell.forehand@dgs.virginia.gov

Contract Information

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1111 East Broad Street
Richmond, VA 23219
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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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