



# COMMONWEALTH of VIRGINIA

Thelma D. Drake  
Director

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION  
600 EAST MAIN STREET, SUITE 2102  
RICHMOND, VA 23219

(804) 786-4440  
FAX (804) 225 3752  
VIRGINIA RELAY CENTER  
1-800-828-1120 (TDD)

## NOTICE OF AWARD

**Contract No.** 505-12-CC0004  
**Date** February 24, 2012

**Vendor Reference No.** EIN 540806176  
**Name** Sonny Merryman, Inc.  
**Address** PO Box 495, Rustburg, VA 24588

**Your Bid/Offer Dated** February 2, 2012  
**In Response To** IFB 505-12-BB0001  
**To Furnish** 27 Passenger Body on Chassis (BOC) Buses  
**During the Period** February 24, 2012 through February 23, 2013

Contract 505-12-CC0004 "27 Passenger Body on Chassis (BOC) Buses" is hereby accepted at prices and terms stated, subject to all conditions and requirements of the solicitations, purchase specifications, warranties, performance bond and other stipulations, if any.

The solicitation, your bid or offer and this notice of acceptance constitute the contract.

**Purchase Officer or Contract Officer:** Ashley Nusbaum

## **NOTICE**

Contract # 505-12-CC0004 for 27 Passenger Body on Chassis (BOC) Buses has been awarded to Sonny Merryman, Inc in accordance with terms and solicitations in IFB 505-12-BB0001.

**Reminder:** In the event that Sonny Merryman Inc improperly uses the manufacturer's purchase codes or the Commonwealth of Virginia's FEIN number in an attempt to purchase and sell 27 passenger BOC lift vans to agencies funded by DRPT which are not in accordance to the award information shown above, you **shall** be considered in breach of your contract and may be subject to debarment according to the Vendors Manual, Chapter 7.

**Reminder:** Unless otherwise instructed by the Department of Rail and Public Transportation, agencies funded by DRPT **shall** order items listed by issuing orders through eVA.

# **INVITATION FOR BID**

**505-12-BB0001**

**Contract For  
27 Passenger Body on Chassis (BOC) Buses**

**This is a reposted IFB incorporating changes  
included in Amendment #1**

**Bidder Registration: In order to receive an award  
you must be a registered Bidder with eVA.**

**Note: This public body does not discriminate against faith based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**



COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION  
600 East Main Street, Suite 2102  
RICHMOND, VIRGINIA 23219

**INVITATION FOR BIDS - TERM CONTRACT**

The purpose of this invitation is to solicit sealed bids whereby contract(s) may be established for furnishing the equipment, materials, supplies, and/or services described herein to authorized users, if and when ordered, during the contract period.

Sealed bids will be received in the division's office at 600 East Main Street, suite 2102 Reception Desk, Richmond, Virginia 23219 until the due date and hour shown below and then publicly opened. Failure to bid without explanation may remove your firm from vendor registration list for that particular commodity.

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Commodity:	<b>27 Passenger BOC (32 Ft. Wide Body)</b>	Date:	<b>January 20, 2012</b>
UNSPSPC CODE:	<b>25101505</b>	NIGP Commodity Code:	<b>07093</b>
Authorized Users:	<b>Entities Funded by DRPT</b>	Bid Due Date:	<b>February 3, 2012, 5:00 pm</b>
Contract Period:	<b>1 year</b>	Bid Opening Date:	<b>February 6, 2012, 9:00 am</b>
Purchase Officer:	<b>Jamie Motley</b>	Phone:	<b>(804) 786 3440</b>

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**Important: See page 17 of the IFB (*eVA Business to Government Web Site*) (General Term 22)**

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Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 11-35.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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In compliance with this invitation for bid and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the bid price(s) indicated. I certify that I am authorized to sign this bid.

Company Name & Address	Date _____
_____	By _____
_____	Signature in ink
_____	Name _____
_____	(Please Print)
_____	Title _____
FIN or SS Number: _____	Telephone Number _____
Dun and Bradstreet No. (D-U-N-S®): _____	FAX # _____
Prompt Payment Discount _____% _____ days	E-mail _____

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BIDDERS ARE CAUTIONED THAT ANY RESULTING CONTRACT AWARDED WILL REQUIRE THAT THE CONTRACTOR RESPOND TO PURCHASES MADE WHENEVER AND WHEREVER PLACED BY THOSE AUTHORIZED USERS HAVING REQUIREMENTS FOR THESE GOODS/SERVICES. ALL ITEMS SHALL BE F.O.B. DELIVERED TO ANY SUCH POINT WITHIN THE COMMONWEALTH OF VIRGINIA.

# INVITATION FOR BIDS

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- A. **PURPOSE:** The purpose of this Invitation for Bids is to solicit sealed technical responses and price bids to establish a contract with the best qualified firm for the 27 Passenger Body On Chassis Bus for any entities funded by the Virginia Department of Rail and Public Transportation.
- B. **SCOPE OF WORK:** It is the intent of this specification to describe the design requirements in Attachment C and Attachment E for 27 Passenger Body On Chassis Buses. The Buses must be rugged enough to withstand rigorous intensive daily transit service operations and provide maximum reliability and availability, with a minimum of maintenance and repair time. They shall exhibit maximum passenger appeal in appearance, comfort and safety, combined with excellence in reliability, operating characteristics, efficiency, and economy of operation. It shall have a minimum expected life to 7 years or 200,000 miles, whichever comes first, and is intended for the widest possible spectrum of adult passengers, elderly, and persons with disabilities. In addition, it shall meet all federal conditions of manufacturer/vendor under Attachment I as stated herein.
- C. **BIDDERS INSTRUCTIONS:**
1. **General Bid Submission Requirements:**
    - a. The competitive sealed bidding process will be used for this solicitation.
    - b. Although DRPT reserves the right at its option to request any Bidder to submit additional information that may be necessary to clarify the bid and to submit any additional information which DRPT deems necessary in order to evaluate the Bidder's bid and determine responsiveness and responsibility, there will be no negotiation.
    - c. Only paper submissions will be accepted for this solicitation.
    - d. Failure to completely and accurately follow all of the instructions for the IFB process may result in rejection of the bid. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Failure to submit any of the required information may result in the bid being declared non-responsive.
    - e. Technical Responses may include terms in addition to those set forth herein in Attachment C or in Attachment E below, provided the additional terms are not inconsistent with the terms and conditions set forth herein. If **bidding a deviation** from any of the specifications, the Bidder shall **note and explain as to how the Bidder's respective product bid deviates from the specified product's specifications as a part of their bid response to this IFB. Prior to the due date for bids, bidders are strongly encouraged to submit a draft of any additional terms which are sought to be included, in order**

**that it may be determined whether the terms are not acceptable.** Technical Responses which contain unacceptable terms will be rejected.

**2. Proposal Preparation:**

- a. The Bidder shall prepare a Technical Proposal for furnishing the goods and services described in the IFB.
- b. Technical Proposal must be organized and prepared as described in the section. Technical Proposals that are not organized and prepared in this manner may be eliminated from consideration by DRPT at any time, at DRPT's sole discretion.
- c. The Technical Proposal shall be completed and comprehensive, with an emphasis on being concise and clear. Incomplete responses to IFB statements and requirements and responses the lack content and necessary detail are grounds for rejection by DRPT at any time, at DRPT's sole discretion.
- d. Elaborate bindings or literature are not necessary, but all documents must be clear and legible. Technical Proposals with poor quality copies of materials may be rejected.
- e. The Technical Proposal shall have four (4) sections and be organized as follows:
  - i. Section 1) Narrative Response
  - ii. Section 2) Specification Response
  - iii. Section 3) Qualifications/Experience.
  - iv. Section 4) Additional Material from Bidder (If applicable)
- f. Section 1 – Narrative Response.
  - i. This Section must be in narrative form and contain all necessary and relevant information for DRPT to determine that the Bidder meets the stated requirements.
  - ii. Section 1 – Narrative response shall describe the means and methods for providing goods and services per the requirements of the IFB and what goods, equipment, and service, as applicable, will be furnished.
  - iii. Each paragraph in Section 1 – Narrative Response shall reference the IFB section number in the corresponding section of the IFB.

- iv. The Bidder shall repeat the IFB section number, sub-number, and text of the requirement as it appears in the IFB.
- v. If a response covers more than one page, the Bidder must repeat the IFB section number and sub-letter at the top of the subsequent page.
- vi. In Section 1 – Narrative response, the Bidder shall respond to each section of the IFB.
  - The Bidder shall describe and explain in detail their proposed products and solutions and how the products and solutions meet the requirements stated in the IFB.
  - All pages in Section 1 must include the IFB number and page numbered.
  - The Narrative Response will all pages contained in Section 1 must be placed behind a separate tab in the Technical Proposal entitled “Section 1 – Narrative Response”.
- g. Section 2 – Supporting Documentation.
  - i. The Bidder may include additional supporting documentation with the Technical Proposal.
  - ii. The supporting documentation will be used by DRPT for evaluation purposes.
  - iii. Supporting documentation for all proposed products must be made available, if requested by the evaluation committee, within deadlines provided by DRPT.
  - iv. For all supporting documentation pages must be paged numbered and placed behind a separate tab in the Technical Proposal entitled “Section 2 – Supporting Documentation”.
- h. Section 3 – Qualifications and Experience
  - i. The Bidder shall fully describe your firm’s qualifications and experience in providing the services described herein to included:
    - A brief overview of your firm’s business structure and the relationship between any parent company and subsidiaries, if applicable to your firm and whether there are any planned mergers or company structure changes.
    - Identify previous and current contracts similar to this project.
    - Address your firm’s current financial status to clarify your firm’s financial stability and solvency during the contract period.
    - Provide your firm’s website if applicable where more information can be obtained regarding your firm.

- Include Attachment G, Vendor Data Sheet and clearly identify all reference contact information as requested.
  - ii. The Bidder may provide additional information on their qualifications and experience in this section.
  - iii. All pages contained in Section 3 must be placed behind a separate tab in the Technical Proposal entitled Section 3 – Qualifications and Experience”.
- i. Section 4 – Additional Material from Bidder (If applicable)
  - i. Additional information which the Bidder desires to present should be attached at the end of the Technical Proposal and designated as additional material.
  - ii. In this section, the Bidder may include terms and conditions which are sought to be included in addition to those set for herein, provided the Bidder’s additional terms do not conflict with the terms and conditions or with any of the IFB requirements. If the Commonwealth, in its sole discretion, determines that any of the Bidder’s additional terms are in conflict with any of the IFB requirements, the Bidder will be required to immediately remove them from their bid, and if they are not immediately removed the entire bid will be rejected and determined to be nonresponsive. Note: There will be no negotiation of terms and conditions.
  - iii. The Bidder shall create a separate tab for this additional material and entitle it “Section 4 – Additional Material from Bidder”.
  - iv. All pages contained in Section 4 must be placed behind a separate tab in the Technical Proposal entitled Section 4 – Qualifications and Experience”.
  - v. A cover memo must be included as the first page in this section to describe the contents of Section 4 and what IFB requirements are addressed by the additional material.

**3. Submission of Bids:**

- a. The sealed envelope containing the bid must be submitted on or before the bid due date and time.
- b. The Bidder is required to submit the following items in order for their bid to be complete and accepted by DRPT.

- i. The IFB signature sheet, signed, containing the name of the primary contact person for this bid, their address, e-mail, facsimile number, and telephone number.
  - ii. All IFB addenda acknowledgements, if any, signed and filled out as required, behind the cover page in the proposal.
  - iii. The completed bid including all specific items or data requested in the IFB and any addenda.
- c. In order to be considered for selection, the Bidder must submit a complete response to this IFB. Failure to submit all information requested may result in DRPT eliminating the Bidder's bid from consideration, at DRPT's sole discretion.
- d. The Bidder shall submit their entire bid to DRPT as follows:
  - i. One (1) complete original bid.
  - ii. Four (4) copies of the complete original bid.
- e. DRPT will not compensate the bidder for the cost of bid preparation whether or not an award is made.
- f. When submitting a paper response to a solicitation, the bidder shall return the signed response in a sealed envelope. The envelope should be addressed and delivered to:

Jamie Motley  
Commonwealth of Virginia  
Department of Rail And Public Transportation  
600 East Main Street, Suite 2102  
Richmond, VA 23219

The envelope should also provide the following information: Name of Bidder, Street or Box Number, City, State, Zip Code; Solicitation Number, Close Date and Time.

- i. If a solicitation response is not contained in an envelope as described above the bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other un-requested correspondence or other bids should be placed in the envelope. It is the Vendor's responsibility to make certain responses are at the correct address when Bids are due. Bids not at the specified location by or before the specified time and date of closing WILL NOT be accepted, even if they are elsewhere in the

building. Bids received after the closing date and time will be returned unopened.

- g. Faxed or electronic bids will not be accepted.
- h. Ownership of all data, materials, and documentation originated and prepared for DRPT pursuant to the IFB shall belong exclusively to DRPT and be subject to public inspection in accordance with the Virginia Freedom of Information Act.
- i. Trade secrets/proprietary information submitted by a Bidder shall not be subject to the public disclosure under the Virginia Freedom of Information Act;
  - i. However, the bidder must invoke the protection of § 2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted.
  - ii. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary and be submitted. Submit this behind the cover page in the technical Proposal.
  - iii. The proprietary or trade secret material submitted in the bid must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.
  - iv. The classification of an entire bid document, line item prices, and/or total id prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid. This instruction applies to all supplemental information that may be provided by the Bidder after the original bid submission for the duration of the procurement process.
  - v. This information will remain confidential into perpetuity.

**D. PROPOSAL EVALUATION:**

1. Proposal will be evaluated based on a committee review of the information provided. The committee evaluates proposals for responsiveness and responsibility, and selects those proposals which meet its needs, based on the mandatory requirements specified in the IFB.
2. The evaluation committee may request written or oral discussions from Bidders to clarify or amplify the material in the proposal. Bidders must respond to any request for clarification from DRPT within the deadline specified by DRPT at the time of the

request. Inability of DRPT to reach a Bidder for clarification and/or failure of a Bidder to respond within the time stated may result in rejection of the Bidder's bid.

3. The contents of the Technical Proposal are not subject to negotiation.
  4. The criteria used to evaluate the Technical Proposals include but are not limited to:
    - a. Completeness and thoroughness of the Technical Proposal
    - b. Compliance with all mandatory requirements.
    - c. Qualification of the Bidders.
    - d. References of the Bidder.
    - e. Acceptance of the terms and conditions specified in the IFB.
  5. Bids will be publicly opened and the names of the bidders responding will be read and recorded at a date that will be announced to the bidders. **In order to be informed of the names of responding bidders, bidders should provide two self-addressed stamped envelopes with responses.** Verbal or telephonic inquiries regarding the status of bids will not be accepted.
- E. **METHOD OF AWARD:** Following the opening of the bids in accordance with the process above, an award will be made based on the lowest responsive and responsible bid. The Commonwealth reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Commonwealth to be in its best interest. DRPT reserves the right to award the contract to a reasonably priced DMBE certified small business bidder that is other than the lowest responsive and responsible bidder.

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## **ATTACHMENT A**

### **REQUIRED GENERAL TERMS AND CONDITIONS**

1. **VENDORS MANUAL:** This solicitation 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](http://www.eva.virginia.gov) under “Vendors Manual” on the “Vendor” tab.
  
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting 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 the 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.
  
3. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify 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 1. and 2. 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.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
  5. **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.
  6. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
  7. **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.
  8. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the

provisions of the contract shall be effective unless reduced to writing and signed by the parties.

9. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. **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. A contractor awarded a contract under this solicitation 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 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 (2) 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.

C. 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 remedies may be assessed in lieu of withholding such payment.

D. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

11. **PRECEDENCE OF TERMS:** The following General Terms and Conditions from the *Vendors Manual*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
12. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth

reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid) if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

13. **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.
14. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
15. **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 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.

16. **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.
17. **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.
18. **DELIVERY:** Vehicles shall be delivered to the various ordering entities throughout the State as required. For bidding purposes only, quote delivery to 600 E. Main Street, Richmond, VA 23219 (if your mailing address is in Richmond, VA, delivery charges are included in the base price of vehicle). The ordering entity will pay 60 cents per mile for mileage in excess of the distance from the dealer's location to 600 E. Main Street, Richmond, VA 23219. A 60 cents per mile credit will apply if the distance is less than the mileage to 600 E. Main Street. Mileage will be determined based on Yahoo.com (map, driving directions). Mileage shall be calculated between the dealer's address and the delivery address. Delivery will be accepted between the hours of 8:00 A.M and 4:30 P.M. Monday through Friday, except holidays.
19. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
20. **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.

21. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror 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.
  
22. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
  - a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.

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

The eVA transaction fee will be invoiced 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.

- 23. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small business if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- 24. **BID PRICE CURRENCY.** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- 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.

## *ATTACHMENT B*

### **SPECIAL TERMS AND CONDITIONS**

1. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://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.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, 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 bid/offer or terminate this contract for default.

2. **BID OPENING:** Bids will be opened publicly on February 6, 2012 at 9:00 a.m. at the DRPT's offices at 600 East Main Street, suite 2102, Richmond, Virginia.
3. **AWARD:** The Commonwealth will make the awards to the lowest responsive and responsible bidder on the basis **of base price for Vehicle excluding options.** Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. DRPT reserves the right to award the contract to a reasonably priced DMBE certified small business bidder that is other than the lowest responsive and responsible bidder.
4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for **four (4) successive one year periods** under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more

than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 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.

7. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following Producer's Price index: Motor Vehicles Category WPS # 141302. Price escalation may be permitted only at the end of the contract period and only where verified to the satisfaction of the purchasing office, except for the eVA transaction fee reimplementaion. However, "across the board" price decreases are subject to implementation at any time and shall be immediately given 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 of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

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

8. **DELIVERY:** State your earliest firm delivery or performance date: \_\_\_\_\_ 20\_\_\_\_. This date may be a factor in making the award.
9. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
10. **BUILD OUT DATE:** The bidder shall state the build out date for each model quoted and shall fill all orders placed prior to the build out date. The contractor is permitted to accept orders after the build out date, until the termination date of the resulting contract. Failure to honor an order placed after the build out date is not a breach of the contract.

Specify build out date: \_\_\_\_\_

11. **PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.

12. **TELEPHONE NUMBERS:** Please list the telephone number, fax number, e-mail, and the name of the responsible persons of your company who may be contacted regarding this contract. List sales and service office, addresses, and phone numbers:

NAME OF CONTACT PERSON: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

13. **PAYMENT:** Payment for units purchased under this contract will be in accordance with the Virginia Prompt Payment Act and Section 11-62.10 of the Virginia Public Procurement Act. Payment will be made within 30 days following delivery of vehicle meeting specifications, or upon receipt of invoice, whichever occurs later. If the successful bidder wants to assign payment on this contract to a third party, indicate here:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Other: \_\_\_\_\_

14. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

15. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

16. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

17. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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.

18. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 1 year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such

defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

19. **SMALL BUSINESS SUBCONTRACTING PLAN:** If the Contractor on the contract is a DMBE-certified small business, the Contractor shall indicate such in Section A of Attachment F. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small-business certification. If the Contractor is not a DMBE certified small business, the Contractor is required to identify the portions of the contract the Contractor plans to subcontract to DMBE-certified small business by completing and returning Section B of Attachment F. If the Contractor is not a DMBE-certified small business and cannot practicably subcontract any portion of the requirements being solicited, in order to be considered responsive to the solicitation, the non DMBE-certified Contractor must document on Attachment F, section C, past efforts made to provide subcontracting opportunities to DMBE-certified small businesses for other contracts within the past 24 months.
20. **PURCHASE VOLUME AND DOLLAR REPORT:** The Contractor shall provide the Department of Rail and Public Transportation (DRPT) a quarterly contract usage report (Attachment D). This report shall reflect the vehicle orders placed against the contract for the respective quarter. The Contractor must remit the report within 15 days after the end of each quarterly reporting period.
21. **ADDITIONAL USERS:** This procurement is being conducted on behalf of grantees of the Department of Rail and Public Transportation who may be added or deleted at anytime during the period of the contract. See Attachment H for the list of grantees. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency and upon mutual agreement of the contractor. Such modification shall name the specific entity added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

**ATTACHMENT C**

**Commonwealth of Virginia  
Department of Rail and Public Transportation**

**Invitation for Bid # 505-12-BB0001**

**27 Passenger BOC (32 ft. Wide Body) – Ford  
24 Ambulatory, Two Wheelchairs & Driver**

**Specifications**

This specification is for 2012 model passenger BOC wheelchair lift vans. The specifications are written to meet the needs of the Commonwealth of Virginia and the Department of Rail and Public Transportation (DRPT); however, the contract resulting from this bid will be made available for use by all agencies funded by DRPT.

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

Any equipment called for in these specifications which is not listed by the manufacturer as standard or optional for the model being offered is subject to buyer approval.

**NOTE:** Not all equipment required by this specification is factory installed. Certain items are not available from the Manufacturer. It is your responsibility to review the specifications in detail to ensure that you have outside sources of supply where necessary and the capability to fulfill the dealer installation for these items.

**Vehicles and equipment must conform to the requirements set forth below. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval.**

These specifications incorporate where appropriate all provisions of the Americans with Disabilities Act Final Rule as stated in the Federal Register Vol. 56, No. 173 of September 6, 1991, Subpart B-Buses, Vans and Systems, pages 45756 through 45761. The minimum specifications for a Ford 27 passenger (including driver) wide body vertical sidewall van with wheelchair lift as follows:

**Engine:** Ford engine, Gasoline to be a minimum of 6.8 liters

**Gross Vehicle Weight (GVW):** To be not less than 19,500 lbs.

**Wheelbase:** Minimum of 228"

<b>Overall Vehicle Length: (Bumper to Bumper)</b>	Minimum of 32'
<b>Exterior Width at Wheel Flares:</b>	101"
<b>Exterior Height:</b>	Minimum of 118"
<b>Ground to First Step:</b>	Not to exceed 10.5"
<b>Tread Depth:</b>	Minimum of 8"
<b>Step Riser:</b>	Maximum of 8"
<b>Interior Width at Seat Level:</b>	Minimum 93"
<b>Interior Height Standard Floor:</b>	Minimum 75" at center aisle
<b>Usable Floor Length:</b>	Minimum of 248" (curbside) and 259" (streetside)

**Ambulatory Door and Step Well:** Electrically operated double outward opening transit door design, with a clear opening of 32" wide by 91" high. Door frames to be fully black anodized extruded aluminum. All attaching hardware to be zinc plated or stainless steel. Ambulatory step well shall be comparable to door width and shall have a minimum of three steps including the floor surface as one step. Step well frame to be powder coated black.

**Wheelchair Lift Doors:** Double Leaf Design with clear opening of 70" H x 46"W. There will be a 36"H X 14.5" W fixed glass in each door leaf. Single wheelchair lift doors are unacceptable. The doors shall be secured so as not to interfere with the operation of the wheelchair lift. The doors shall be key locked doors. Also, both doors shall have a latching device, i.e. one door will not be held closed by the other door. Both doors to include rods that secure the door at the top and bottom of the frame. Exterior handles shall be included on both doors that pivot the latching rods up and down to secure or release the door. Wheelchair lift doors shall include a top mounted, steel check style, zinc plated door hold open device with 30 lb. springs mounted to the interior of the door and the top of the door frame, to hold doors open (gas struts or shocks are not acceptable).

**Rear Door:** 32" x 54" with upper and lower windows. The rear door shall include a spring type device to hold door open (gas struts, shocks or t-handle tie-backs are unacceptable).

**Vehicle Body:** The vehicle shall be of a vertical sidewall design, which provides maximum shoulder room; slanted sidewalls such as a converted raised roof van are unacceptable. The interior of the passenger compartment shall be free of wheel "boxes". The floor shall be flat throughout the entire seating and wheelchair securement area. The body shall be constructed of steel frame members completely encircling the passenger compartment going from the floor supports on one side, up, across the roof and down to the floor supports on the other side to provide more or less of a roll bar at each body post location. These post assemblies, or roll bars,

shall be tied together with longitudinal stringers at the top and bottom lines of the window openings and at least one on the body roof centerline to produce a safety cage design. The sidewalls and roof panels to be vacuum bagged during manufacture with four pounds of pressure for a minimum of 45 minutes to ensure proper curing and adhesion of all components. Exterior seams shall be constructed in such a manner that they shed water, that is, the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking or adhesive tape alone. All exterior joints and seams shall be protected by the application and caulking compound zinc chromate type, butyl/rubber type. Body shall be thoroughly tested and made tight to prevent leakage. After all body components are installed, an aluminum trim secured by body fasteners will be placed over body seams to assure the body is weather proof. Before assembling, all metal parts shall be given a thorough anti-corrosion treatment. Interior surfaces of body panels and post, which are covered by trim materials, shall be given protection against corrosion. The vehicle must comply with the requirements of school bus rollover protection of the Federal Motor Vehicle Safety Standards (FMVSS) #220 as applicable.

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

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

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

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

**Automatic Transmission:** Shall be a 5 speed electronic transmission with overdrive and must be compatible with the engine specified. The transmission shall be equipped with an auxiliary transmission cooler. The transmission shall be equipped with an audible back-up alarm integrated into reverse gear backing lights.

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

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

**Fuel Tank:** To have the largest capacity furnished by manufacturer, minimum of 40 gallons.

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

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

**Steering:** Power steering.

**Tires and Wheels:** Tires shall be the manufacturer's standard 225/70R 19.5G BSW tubeless radials. The weight distribution of the vehicle with maximum load shall be evenly distributed and not over load any tires beyond their rated capacity. Wheels shall be manufacturer's standard.

**Electrical Alternator:** Manufacturer's standard, minimum 155 amp.

**Voltage Regulator:** Shall be solid-state 12-volt system. Shall be compatible with the alternator.

**Battery:** Shall be two, maintenance free type, 12 volt batteries with a combined minimum of 1400 CCA.

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

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

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

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

**Interior Access Door:** An access door on the front bulkhead or over driver seat to access to the marker lights.

**Reflectors:** Four reds at rear and two amber at front.

**Directional Signals:** Shall be in compliance with FMVSS and state statutes. Signals, turn and four-way emergency flashers, shall be wired as an independent circuit at to that of the rear brake light system as to allow for emergency flash circuit to be operable and uninterrupted by a brake

application. Control switch shall be self-concealing type mounted on the steering column. Shall include a hazard-warning feature as required by FMVSS 108. A third or center OEM brake light shall be mounted above the center of the rear window. The additional brake light shall either be flush mounted or armored.

**Interior Dome Lights:** Shall be ceiling mounted only. There shall be a minimum of eight ceiling mounted lights to provide sufficient interior lighting. The opening of the door shall activate all bus body dome lights when the ignition is on or by a separate switch in the driver's compartment. There shall be two shielded step well lights, wired to light when the door opens and shall be mounted on both sides of the step well to provide light on each step tread, plus an area on the ground (3) feet beyond lower step. The step well lights shall be located to prevent one step from casting a shadow on another step tread. A dome light shall also be provided over the driver's seat area. The driver's seat area dome light shall be a separate circuit from the passenger area dome lights, however switches conveniently placed near the driver's seat shall activate both sets of dome lights.

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

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

**Controls and Switches:** They shall be permanently labeled for quick and unmistakable identification; they shall be lighted for nighttime operation (OEM and second stage) in such a way as to prevent glare in the windshield or driver's side windows. Glued identification decals are not acceptable. All bus body controls and switches (i.e. rear heater, body dome lights, bus body air conditioning controls, wheelchair activation switch, etc.) will be included on a control panel mounted to the engine cover or center console within easy reach of the driver. The control panel will include a wiring quick disconnect (pull apart) feature to aid in engine cover removal. The requirement for a quick disconnect feature is applicable if a pre-approved switch location is utilized.

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

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

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

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

**Sun Visor:** Shall be 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.

**Mirrors:** Ford OEM.

**Safety Lens:** A fresnel lens (minimum 8"x10") shall be centered and installed/glued on the upper or lower window in the rear door.

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

**Interior Colors:** Shall be chosen from the manufacturer's standard colors.

**Floor Deck:** The seamless finished sub floor is 3/4" thick Fiberglass Reinforced Plywood. The inner core of the FRP panels made of Northern Fir B/C plywood that has been plugged and filled. This material to be sandwiched between 17 oz woven rope fiberglass matt impregnated with fiberglass resin. The face side to have 20 mil gel coat finish and the back side to be covered with co-extruded melinex film.

The FRP panels are installed on top of the steel sub frame with grade five bolts. Construction adhesive utilized along the top of all floor members that intersect the floor decking material. A minimum of six bolts per cross member.

**Floor Covering:** Flooring in the passenger seating compartment shall be RCA transit quality rubber, 1/8" thick. The driver's area floor covering to be Ford OEM. Aisle covering shall be RCA transit quality 3/16" thick ribbed. Step treads shall have a white edge or nosing to pronounce the presence of the step. Vestibule covering shall be mitered to match the ribs in the aisle strip to facilitate clearing. There shall be no lip or nosing overhang; the step tread flange shall be flush with the vertical riser to eliminate any tripping condition. Carpeted floors are unacceptable for this application. The floor covering shall be color keyed providing a visual

contrast to the interior. The minimum choices for the floor color shall include black, tan, charcoal and blue. A white standee line shall be included at the forward area of the passenger compartment. The entry steps to include a white step nosing covering the leading edge of the step riser.

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

**Windows:** Transit type top "T" slider windows with tempered safety glass, 31% tinted shall be installed in each side of the passenger compartment. Each window shall be a minimum of 36" wide by 36" high. Each window shall include a ventilation section providing ventilation for the passengers. Window(s) on each side of the bus shall function as an emergency exit in accordance with FMVSS #217. A curbside transition window to be located in front of the entry door. Minimum height to be 40" with total square inches of viewing area to be a minimum of 425.

**Interior:** All interior panels, materials and treatments shall be flame retardant. The headliner and side-walls shall be fiberglass panels with a gel coat finish to facilitate ease of cleaning. The cabliner will be a combination of chiller glass and padded panels.

**Undercoating:** The underbody, including wheel housings, shall be undercoated except those areas directly above the chassis exhaust pipe, muffler and tailpipe. Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft. Undercoating to meet MIL Spec C-62218A.

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

**Seating:** To have seating capacity of 27 adults including the driver and two passengers in wheelchairs. The stationary seats for 24 passengers shall be Freedman Seating Company Mid Height, Feather Weight Transit Line.

Seat belts shall be provided and color-coded to allow one to differentiate between which seat belt goes to which seat. Please refer to attached floor plan. Minimum hip to knee spacing will be 28.0 inches. All aisle side seats to include padded vandal resistant seat back grab handles. All seats and restraints must comply with current FMVSS standards, including 201, 202, 207, 208, 209, 210, 214, 225 and 302.

All seating to be secured in a 1 5/8" wide unistrut channel seat track. A 3 1/2" wide 14 gauge steel plate will be welded to the steel sub frame. The unistrut channel is then welded to the plate. Wall track to be unistrut and monobolted every 6" to a 14 gauge steel tube that is part of the interior side wall structure.

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

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

**Driver's Seat:** OEM Ford driver's seat ordered on chassis. The seat will be recovered to match passenger seats. Pricing for level three seat covering to be included.

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

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

**Bus Body Air Conditioning:** Air conditioning shall be Trans Air model TA714523 Super or approved equal rated at 100,000 BTU.

Evaporators (2): Trans Air model TA-71 rear evaporator and FM45 front evaporator.

Condensers (2): Trans Air models SMC2S and SMC3L

Compressors (2): Dual TM21

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

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

- 18 unit Virginia Bus First Aid kit:
- 2 boxes Adhesive strips, 1" x 3", 16/box
- 2 boxes 2" bandage compress, 4/box
- 3 ea. 4" bandage compresses
- 2 ea. 40" triangular bandages
- 2 boxes Antiseptic swabs, 10/box
- 1 box Sting relief swabs, 10/box
- 1 ea. CPR mask with gloves, wipes
- 2 ea. 4" gauze bandages with clips
- 1 ea. Large wound compress

Fire extinguisher, 5# ABC type  
Warning triangles, reflective type - (3) units  
OSHA approved Body Fluid Clean Up Kit

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

**Wheelchair Lift:** A wheelchair lift shall be included on the curbside rear of the bus at the wheelchair lift door. A Braun Century Model NCL919FIB-2 or approved equal, shall be installed and conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (b) Vehicle lift - pages 45757 - 45758. The lift assembly shall safely accommodate a static load of 800 lbs. All power units, operating joints, linkage and mounting points to the body shall be certified by the manufacturer as being adequate for the minimum load requirement. Lift shall be equipped with a manual over-ride to permit lift to be raised or lowered manually in event of power failure or emergency. A passenger handrail shall be provided on both sides of lift platform. A complete set of operating instructions, schematics and a trouble-shooting guide shall be included with each lift.

**Securement Devices:** There shall be two wheelchair tie down spaces (reference seating diagram). All floor-mounted attachments shall be flush mounted, and must meet 30/20 Impact Test Criteria per SAE J2249 Standard. The wheelchair securement devices shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.23 Mobility aid accessibility. (d) Securement devices - page 45759. Acceptable kits are Sure-Lok Series AL727S-4C including AL700842 lap belt, FE2004732 shoulder belt and Sure-Lok Titan retractors or approved equal.

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

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

**Stanchion Bar:** Stanchion and grab bars shall be of corrosion steel or equivalent, a minimum of 1-1/4" in diameter and padded. Padding shall be permanently bonded to stanchion and grab bars. Padded stanchion bar shall be installed at side entrance door. Stanchion shall be mounted, floor to ceiling in structural members. Location to be approved by DRPT. Anti-vandal grab shall be located on top of each forward facing aisle seat except front passenger and driver seats and seats at rear door. A 20" passenger assist grab bar shall be securely mounted on both sides of the entrance door (dual door location), to provide additional support while boarding and alighting. Bar to be a minimum of 1" in diameter. Location to be approved by DRPT. There shall also be floor to ceiling stanchions on either side of the aisle at the entry to the passenger compartment. Both stanchions shall include a horizontal stanchion that attaches to the sidewall. In addition, the curbside stanchion shall include a modesty panel separating the first row of curbside seats from the step well. Overhead grab bars as required by ADA or selected as an option must be one piece from front to back.

**Doors, Steps and Thresholds:** Shall conform to the specifications as outlined in the ADA regulations Subpart B-Buses, Vans and Systems, 38.25 Doors, steps and thresholds.

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

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

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

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

**OEM Approved Converter:** All bidders must certify that they strictly conform to all requirements set forth by Ford Motor Company for final stage converters. Proof of participation in the Ford Transit Bus Qualified Vehicle Modifier Program to accompany bid.

**International Organization for Standardization 9001:2008:** All bidders will be required to submit an ISO 9001:2008 supplier's certification for the bus body manufacturer. Proof of certification shall accompany bid. Bids received without certification will be deemed non-responsive. ISO 9001:2008 has been implemented to insure suppliers conform to strict standards regarding the manufacturer's Quality Management System. The manufacturer's ISO 9001:2008 certification insures compliance with the customer's quality requirements and applicable regulatory requirements while enhancing customer satisfaction and achieving continual improvement of its performance in pursuit of these objectives.

**Maintenance Provisions:** A description of how and by whom warranty service can be provided is to be included. The vendor shall be responsible for all warranties associated with the vehicle. The vendor shall act as the first source for performing warranty work. This must cover both mechanical and body work. The manufacturer's warranty covering parts, materials and workmanship shall apply for a minimum period of twelve (12) months or 12,000 miles, whichever occurs first, and this warranty shall include repair and replacement of defective parts and labor. The structural body warranty to be a minimum of five years or 75,000 miles, whichever occurs first. The successful vendor shall be required to offer a toll free number to all recipients for warranty inquiries, parts orders and service related questions. The vendor shall have personnel available to answer warranty, parts and service inquiries Monday through Friday, 8:00 AM to 5:00 PM, except during Holidays recognized by The Commonwealth of Virginia. All bidders must offer proof of both chassis and body warranty (including bus body, air conditioning and wheelchair lifts) service points within the Commonwealth of Virginia. All bidders shall be required to submit documentation providing the names of the vendors. Successful vendor shall be required to maintain service facilities in Central / Southwest Virginia, Tidewater and Northern Virginia.

The vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.1, Chapter 4, and Article 9 of the Code of Virginia and shall include a valid State Inspection Sticker. Chassis to be a standard proven model of manufacturer's latest current production and include all standard equipment as advertised with additional optional equipment as outlined above. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer including any additional warranties.

Prior to delivery the vendor must perform new vehicle service preparation. The vendor shall provide the Department of Rail and Public Transportation (DRPT) staff five working days notices 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 during normal business hours, i.e. 8 AM - 5 PM, Monday through Friday. Payment will not be initiated until the agency is assured that the vehicle has been delivered in an acceptable condition and everything is working properly. All vehicles shall have 30-day tags on delivery to recipient.

**Dealer Requirements:** All bidders are required to be licensed Virginia Motor Vehicle Dealers as established in Section 46.2 of the Virginia Code. Requirements include but are not limited to a minimum of 250 sq. ft. of office space in a permanent enclosed building, not used as a residence, devoted exclusively to the dealership. Dealership must also include contiguous space designated for the exclusive use of the dealer adequate to display at least ten vehicles. The facility must include a desk, chairs, filing space, a working telephone listed in the name of the dealership and working utilities. **Dealers shall include copy of certification with bid.**

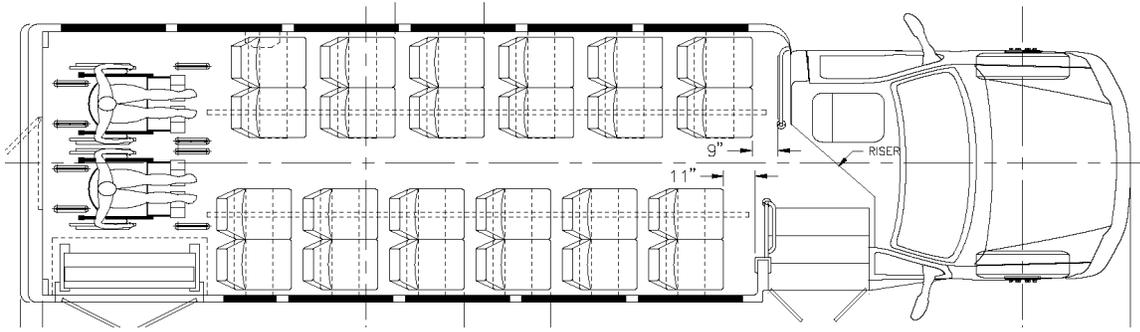
**Qualification of Bidders:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**State Corporation Commission Identification Number:** Pursuant to the Code of Virginia, 2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized.

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

**Federal Conditions of Manufacturer/Vendor:** The Federal Conditions of Manufacturer/Vendor (Attachment I) must be completed with bid package.

# SEATING CHART



NOTE: rear door to be included per specification

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**ATTACHMENT E**

**BASE PRICE – 2012 DRPT FORD Medium Duty Bid**

\$ \_\_\_\_\_

**OPTIONS – 2012 DRPT FORD Medium Duty Bid**

**Options will not be included in determining low bidder for award.**

<b>OPTION</b>	<b>PRICE</b>
1 Add 34 inch two passenger foldaway vertical flip seat (price per seat) in the wheelchair securement area (if available on selected model)	
2 Strobe lights (2), one each roof mounted at front and rear caps. Strobes to be Specialty Model 205 mini strobe (2.25" high) or equal.	
3 Q-Straint QRT Max wheelchair securement systems vs std, each.	
4 6.7 liter diesel engine	
5 Front help bumper	
6 Rear help bumper	
7 Ground plane installed in roof with interior door and cable conduit with pull wire routed to cab area. Please provide per unit price.	
8 Stainless steel wheel inserts	
9 Folding arm rests per seat	
10 Adjustable head rests per seat	
11 ABS seat backs	
12 Front roller type destination sign (25 stations)	
13 Side roller type destination sign (25 stations)	
14 Destination sign lettering (per placement, per sign)	
15 Driver's locking document box – cabinet style with key lock on door	
16 Diamond Model XV fare-box with two vaults	
17 Ford Shop manuals	
18 Freedman integrated child restraint seats - single child restraint seat with companion seat	
19 Freedman integrated child restraint seats – dual child restraint seats	

20	Level four seat covering – per seat	
21	Level five seat covering – per seat	
22	Level six seat covering – per seat Level seven seat covering – per seat	
23	Reclining passenger seats – each	
24	30” x 42” interior baggage rack	
25	Spare tire carrier	
26	Delete rear door (credit)	
27	Overhead standee rail - one standard	
28	One additional 40K BTU rear heater	
29	Overhead interior parcel bins	
30	Bullet style reading lights – each	
31	Reflexite reflective tape package (egress windows and body outline)	
32	Alarm and warning light signaling lift door open	
33	Sportworks DL2 two position bike rack painted steel	
34	Sportworks DL2 two position bike rack stainless steel	
35	LED clearance lights vs. standard	
36	Luminator front and side destination signs(provide model number)	
37	Twin Vision front and side electronic destination signs (provide model number)	
38	Next stop signal system	
39	Child “Checkmate” system	
40	Sportworks mounting hardware (exclusive of rack, installed)	
41	REI three camera video surveillance system	
42	REI four camera video surveillance system	
43	REI five camera video surveillance system	
44	Altro safety vinyl flooring	
45	Altro flooring on side wall to seat track	
46	Echovision obstacle detection system rear mounted or equal	
47	Ricon KlearVue ADA lift	
48	Braun Vista ADA lift	
49	Add standard ambulatory seat, per seat (to match seats in vehicle)	
50	Add 34” two passenger notchback foldaway vertical flip seat in the wheelchair securement area	
51	Multiple buses keyed alike (each)	
52	Driver’s coat hook in radius behind driver	
53	6” x 16” interior mirror	
54	Vandal resistant seat back grab handles (each) for wall side seats	
55	Wheelchair track full width of bus vs std	
56	Exterior step-well light	

57	Fare box floor plate and power supply	
58	GFI Odyssey fare box (specify model number)	
59	Provide jack and handle	
60	Wheelchair lift dress cover	
61	Gray interior gel coat walls vs std	
62	Minimum 225 amp alternator	
63	Fuel sending unit access panel in floor	
64	Freedman USR retractable seat belts (each)	
65	Vertical seat stitching per seat	
66	Engine hour meter	
67	Delete accessibility package (CREDIT)	
68	Full body paint vs std white	
69	Freedman Citi seats vs std	
70	Mentor BBX and Road Ranger install	
71	Spare wheel and tire to match OEM	
72	Yellow standee line and step nosing in lieu of standard	
73	Yellow seat back grab handles in lieu of standard	
74	Yellow stanchions and standee rails in lieu of standard	
75	120,000 BTU air conditioning vs std	
76	Secure Connect wheelchair securements vs standard	
77	LED brake, tail and reverse lights	
78	LED upper-mounted light	
79	LED turn signals	
80	Full Bus Wrap including windows	
81	Full Bus Wrap excluding windows	
82	Driver's side aluminum running board	
83	LED interior lighting	
84	Florescent interior lighting	
85	Angel Trax three camera video surveillance system	
86	Angel Trax four camera video surveillance system	
87	Angel Trax five camera video surveillance system	
88	Wheels shall have matching wheel covers.	
89	Exterior scheme applied with bus wrap material	
90	Overdrive Controller (specify model)	
91	Fixed pane transit windows	
92	Installation of Zonar Electronic Vehicle Inspection Report System (EVIR)	
93	Installation of Zonar V2J: High-Definition GPS & Vehicle Diagnostics system	

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**ATTACHMENT F**

**Small Business Subcontracting Plan**

**Definitions**

**Small Business:** "Small business" means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

**(Failure to complete and submit this form may result in your proposal not being considered.)**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

**Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a **(check only one below)**:

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

Small Business Name & Address  DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
<b>Totals \$</b>					

## Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

### *C. Good Faith Effort Indicators by the Offeror*

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

**ATTACHMENT G**

**VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information: VA Vendor ID or DUNS Number: \_\_\_\_\_

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**When used: This form is used as an attachment to a solicitation when the agency or institution wishes to check the bidder's/offeror's references or to verify the bidder's/offeror's experience.**

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## ***ATTACHMENT H***

### **Agencies Funded by DRPT**

A Grace Place Adult Care Center  
Accomack Northampton TDC  
Adult Care Service  
Adult Day Care of Martinsville and Henry Counties  
Alexandria Transit  
American Emergency Vehicles  
American Red Cross  
Appalachian Agency for Senior Citizens  
ARC of Greater Prince William  
Arc of the Virginia Peninsula  
Arlington County  
Bay Aging, Inc.  
Bedford County  
Beth Shalom Home  
Blacksburg Transit  
Blue Ridge Opportunity Services  
Bon Secours Senior Health  
Bristol Virginia Transit  
Buchanan County Transportation  
CAPUP  
Central Shenandoah Planning District Commission  
Central Virginia Area Agency on Aging, Inc.  
Chesapeake Service Systems  
Chesterfield Community Services Board  
Chesterfield County  
City of Alexandria  
City of Bristol, Tennessee  
City of Charlottesville  
City of Danville  
City of Fairfax  
City of Falls Church  
City of Fredericksburg  
City of Harrisonburg  
City of Kingsport  
City of Lynchburg  
City of Martinsville  
City of Radford  
City of Richmond  
City of Staunton  
City of Virginia Beach  
City of Williamsburg  
Community Association for Rural Transportation, Inc.  
Community Transportation Association of Virginia  
Crater District Area Agency On Aging /FGP  
Crater Planning District Commission  
Crossroads Community Services  
Cumberland County  
Daily Planet Health Care for Homeless  
Danville City Parks and Recreation Department  
Danville-Pittsylvania Community Services  
Dickenson County Transportation  
District III Public Transit  
Dulles Area Transportation Association  
Eastern Shore Community Services Board  
ECHO.INC  
ElderHomes Corporation  
ESAAA/CAA  
Essex County  
Fairfax County  
Farmville Area Bus  
Friendship Industries, Inc.  
George Washington Regional Commission  
Giles Health & Family Center  
Gloucester County  
Goochland Fellowship and Family Service  
Goodwill Industries of the Valleys  
Grafton School, Inc.  
Greater Lynchburg Transit Company  
Greater Richmond Transit Company  
Greater Roanoke Transit Company  
Greene County  
Greensville Adult Activity Services  
Hampton Roads Planning District Commission  
Hampton-Newport News Community Services Board  
Hanover Community Services  
Henrico Area MH/MR Services  
Historic Triangle Senior Center  
Hope House Foundation  
Hopewell Redevelopment and Housing Authority  
Intelligent Transportation Society of Virginia  
James City County  
JAUNT, Inc.  
Jewish Community Center of Northern Virginia  
Junction Center for Independent Living  
Lake Country Area Agency on Aging  
Loudoun County  
Lynchburg Community Action Group, Inc.  
Metropolitan Washington Airports Authority  
Metropolitan Washington Council of Governments  
Middle Peninsula Planning District Commission  
Middle Peninsula-Northern Neck CSB  
Montgomery County  
Mount Rogers Community Services Board  
Mountain Empire Older Citizens  
New River Valley Community Services Board  
New River Valley Planning District Commission  
New River Valley Senior Services - Pulaski Area Transit  
Northern Neck Planning District Commission  
Northern Shenandoah Valley Regional Commission  
Northern Virginia Transportation Commission  
Northwestern Community Services Board  
NuRide, Inc.

Northern Virginia Regional Commission	Sussex-Greensville-Emporia Adult Activity Services
PARC Workshop, Inc.	Tazewell County
Peninsula Agency on Aging	The Arc of Central Virginia
Petersburg Area Transit	The Arc of Greater Prince William
Piedmont Community Services Board	The Arc of Harrisonburg/Rockingham
Pleasant View, Inc.	Thomas Jefferson Planning District Commission
Portco, Inc.	Town of Altavista
Potomac and Rappahannock Transportation Commission	Town of Ashland
Prince William County	Town of Blackstone
Quin Rivers Agency for Community Action, Inc.	Town of Bluefield - Graham Transit
Rappahannock Area Agency on Aging	Town of Chincoteague
Rappahannock Area Community Services Board	Town of Haymarket
Rappahannock-Rapidan Area Agency on Aging	Town of Herndon
Rappahannock-Rapidan Community Services Board	Town of Kenbridge
Rappahannock-Rapidan Planning District Commission	Town of Orange
Resort Area Transportation Management Association	Town of Purcellville
Richmond Area ARC	Town of South Hill
Richmond Community Action Program	Town of Victoria
Richmond Planning District Commission	Town of Warrenton
Richmond Redevelopment and Housing Authority	Town of West Point
Richmond Residential Services	Transportation District Commission of Hampton Road
Ridefinders	Tysons Transportation Association, Inc.
Roanoke County	UHSTS, Inc. - RADAR
Roanoke Valley-Alleghany Regional Commission	Valley Program for Aging Services, Inc.
Rockbridge Area Community Services Board	Vector Industries, Inc.
Rockbridge Area Occupational Center, Inc.	Virginia Port Authority
Rockbridge Area Transportation System, Inc.	Virginia Rail Policy Institute
Rockbridge County	Virginia Regional Transportation Association
Rockingham County	Virginia Transit Association
Russell County Public Transportation	Virginias Region 2000 Local Government Council
Senior Services of Southeastern Virginia	West Piedmont Planning District Commission
Shenandoah Area Agency on Aging, Inc.	Western Tidewater Community Services Board
Shen-Paco Industries, Inc.	Williamsburg Area Transit Authority
Southern Area Agency on Aging	Winchester Transit
Southside Community Services Board	Wise County
St. Joseph's Villa	Washington Metropolitan Area Transit Authority
Stepping Stones, Inc.	Washington Metropolitan Area Transit Commission
STEPS, Inc.	

*ATTACHMENT I*

**FEDERAL CONDITIONS OF  
MANUFACTURER/VENDOR**

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**1. BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)**

**49 C.F.R. pt. 661**

The Buy America regulation, at 49 C.F.R. pt. 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

**Buy America** - The contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. pt. 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. pt. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. pt. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**The Manufacturer must submit with the proposal the proposed component and sub-components parts of the vehicle identified by manufacturer, country of origin, and cost; and the proposed location of the final activity point for the buses, including a description of the activities that will take place at the final assembly point and cost of final assembly.**

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 2121 § 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 C.F.R. pt. 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Non-Compliance with 49 U.S.C. § 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(1) and 49 C.F.R. pt. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. §§ 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. pt. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. § 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and the regulations at 49 C.F.R. pt. 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. § 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. pt. 661.11, but may qualify for an exception pursuant to 49 U.S.C. §§ 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. pt. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

## **2. CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. App.1241**

**46 C.F.R. pt. 381**

**Cargo Preference - Use of United States-Flag Vessels** - The contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).
- c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **3. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 *et seq.***

**49 C.F.R. pt. 18**

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **4. CLEAN WATER REQUIREMENTS**

**33 U.S.C. § 1251**

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**5. BUS TESTING**  
**49 U.S.C. § 5318(c)**  
**49 C.F.R.pt. 665, App. A**

**Bus Testing** - The Contractor [Manufacturer] \_\_\_\_\_ agrees to comply with 49 U.S.C. § 5318(c) and FTA's implementing regulation at 49 C.F.R. pt. 665 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 at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 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 recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**The Manufacturer must submit with the proposal Bus Testing Certificate and the Bus Testing Report.**

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. § 5318(e) and FTA's implementing regulation at 49 C.F.R.pt. 665. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. pt. 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 2 C.F.R. pt. 1200.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **6. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS**

**49 U.S.C. 5323**

**49 C.F.R. pt. 663**

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. pt. 663.13.

- Specific language for the Buy America certification is mandated by FTA regulation, "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. pt. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. § 5323(j).

**Pre-Award and Post-Delivery Audit Requirements** - The Contractor agrees to comply with 49 U.S.C. § 5323(d)(1) and FTA's implementing regulation at 49 C.F.R. pt. 663 and to submit the following certifications:

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

**(2) Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

**(3) Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

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

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000)*

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(2)(C), § 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. pt. 661.11:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and § 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. §§ 5323(j)(2)(B) or (j)(2)(D), 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. pt. 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**7. LOBBYING**  
**31 U.S.C. § 1352**  
**49 C.F.R.pt. 19**  
**49 C.F.R. pt. 20**

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. § 1352(b)(5), as amended by § 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 C.F.R. § . 20.110(d)

- Language in Lobbying Certification is mandated by 49 C.F.R. pt. 19, Appendix A, § 7, which provides that contractors file the certification required by 49 C.F.R. pt. 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to § 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 C.F.R.pt. 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 C.F.R. pt. 20, Appendix A.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be 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.

**APPENDIX A, 49 C.F.R. pt. 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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

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Signature of Contractor's Authorized Official

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Date

**8. ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. § 5325**

**18 C.F.R. pt.18.36 (i)**

**49 C.F.R. pt. 633.15**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. pt. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. pt. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. pt. 633.15, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311. By definition, a major 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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. pt. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. § 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. § 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. pt. 18.36(i) (11).

7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

<b>Contract Characteristics</b>	<b>Operational Service Contract</b>	<b>Turnkey</b>	<b>Construction</b>	<b>Architectural Engineering</b>	<b>Acquisition of Rolling Stock</b>	<b>Professional Services</b>
<u>I State Grantees</u>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<u>II Non State Grantees</u>	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>		Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects						

Sources of Authority:

<sup>1</sup> 49 USC § 5325 (a)

<sup>2</sup> 49 C.F.R. pt. 633.17

<sup>3</sup> 18 C.F.R. pt. 18.36 (i)

**9. FEDERAL CHANGES**  
**49 C.F.R. pt. 18**

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

**10. CLEAN AIR**  
**42 U.S.C. §§ 7401 *et seq.***  
**49 C.F.R. pt. 18**

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**11. RECYCLED PRODUCTS**  
**42 U.S.C. 6962**  
**40 C.F.R.pt. 247**  
**Executive Order 12873**

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6901), including but not limited to the regulatory provisions of 40 C.F.R.pt. 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. pt. 247.

**12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**  
**AND RELATED ACTS**  
**31 U.S.C. §§ 3801 *et seq.***  
**49 C.F.R.pt. 31 18 U.S.C. 1001**  
**49 U.S.C. § 5307**

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

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. pt.31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**14. TERMINATION**  
**49 U.S.C. § 10301 *et seq.***  
**FTA Circular 4220.1F**

**a. Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (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 (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. 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 Government's interest. If this 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.

**f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

**h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the 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. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

**i. Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

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

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the 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 the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## **15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

This contract is a covered transaction for purposes of U.S.DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. pt. 1200, which adopts and supplements U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. pt. 180.

Accordingly:

- (1) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 1200, which adopts and supplements 2 C.F.R. pt. 180, throughout the period of this contract.
- (2) The Contractor verifies that neither it, including its principals and affiliates, nor any of its principals in this contract, including subcontractors at any tier with contracts of \$25,000 or more, or requires the consent of a Federal official, or is for federally required audit services are presently excluded or disqualified, under the standards of those U.S. DOT regulations and U.S. OMB guidelines; or have been provided an exception in accordance with those U.S. DOT regulations and U.S. OMB guidelines. Among other things, the Contractor before entering into a covered subcontract, the Contractor agrees to:
  - (a) Check the U.S. General Services Administration Excluded Parties List System (EPLS); or
  - (b) Collect a certification from that person; or
  - (c) Add a clause or condition the invitation for bids or request for proposals pertaining to a covered third party contract or transaction.
- (3) The Contractor agrees that it must inform the buyer/owner of any different information that may later come to its attention for the duration of this contract.
- (4) The Contractor agrees to include a similar clause in any subcontract at any tier expected to be priced at \$25,000 or more (*or if applicable, contract at any tier that requires the consent of a Federal official, or contract at any tier for federally required audit services of any value*).

**16. PRIVACY ACT**  
**5 U.S.C. § 552**

**Contracts Involving Federal Privacy Act Requirements** - 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. § 552a. 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.

**17. CIVIL RIGHTS REQUIREMENTS**  
**29 U.S.C. § 623, 42 U.S.C. §§ 2000d, 2000e**  
**42 U.S.C. § 6102, 42 U.S.C. § 12112**  
**42 U.S.C. § 12132, 49 U.S.C. § 5332**  
**29 C.F.R. pt. 1630, 41 C.F.R. pts. 60 *et seq.***

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. pts. 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

## **18. BREACHES AND DISPUTE RESOLUTION** **49 C.F.R. pt. 18** **FTA Circular 4220.1F**

### **Applicability to Contracts**

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

### **Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

### **Model Clauses/Language**

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

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

**Rights and Remedies** - The 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), (Architect) 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.

## **19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 C.F.R. pt. 26**

### **Background and Applicability**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts. A substantial change to the payment

provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

### **Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. pt. 26 in the award and administration of this DOT-assisted 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 **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 C.F.R. pt. 26.13(b)).

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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 DRPT. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

e. The contractor must promptly notify DRPT, 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 DRPT.

**20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**  
**FTA Circular 4220.1F**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

20. FTA Certifications

**ATTACHMENT I-1**

**1.2.23 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default. (If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify any of the statements in this certification, the participant shall attach and explanation to his Certification.)

1.2.23 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), \_\_\_\_\_, CERTIFIES 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 SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

1.1.23

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has authority under State local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant's Attorney

\_\_\_\_\_  
Date

1.1.23 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract, \_\_\_\_\_ certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, 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. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
(Signature and Title of Authorized Official)

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has authority under State and Local law to comply with the subject assurances and the certifications above has been legally made.

\_\_\_\_\_  
(Signature of Applicant's Attorney)

\_\_\_\_\_  
(Date)

**ATTACHMENT I-2**

CONTRACTOR:

NUMBER:

EQUIPMENT:

1.2.21 TRANSIT VEHICLE MANUFACTURE'S CERTIFICATION HAS COMPLIANCE WITH SUBPART D, 49 C.F.R. pt. 23.

This procurement is subject to the provisions of § 23.67 of 49 C.F.R. pt. 23. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid, which does not include the certification, will not be considered.

**TRANSIT VEHICLE MANUFACTURER CERTIFICATION**

\_\_\_\_\_, a TVM, hereby certifies that it has complied with the requirements of Section 23.67 of 49 C.F.R. pt. 23 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year \_\_\_\_\_ (October 1, 20\_\_\_\_ to September 30, 20\_\_\_\_) and have been approved or not disapproved by FTA.

\_\_\_\_\_, hereby certifies that the manufacturer of the transit vehicle supplied \_\_\_\_\_ has complied with the above-reference requirement of § 23.67 of 49 C.F.R. pt. 23.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

**ATTACHMENT I-3**

**BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
SUBMISSION TO FTA**

The \_\_\_\_\_  
(name of Bidder) hereby certifies that it has submitted plans for the participation of Disadvantaged Business Enterprise (DBE) in conformation to the U. S. Department of Transportation's Minority business Enterprise Regulations (49 C.F.R. pt. 26) and is eligible to bid on vehicle contracts awarded under assistance from the Federal Transit Administration (FTA).

Bidder's Name \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Agent

\_\_\_\_\_  
Printed Name & Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**ATTACHEMENT I-4**

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (If the bidder is an individual, a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation for bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids.
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Bidder's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Print Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary public

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

Bidder's E.I. Number \_\_\_\_\_  
( Number used on employer's Quarterly Federal Tax Return)



# COMMONWEALTH of VIRGINIA

Thelma D. Drake  
Director

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION  
600 EAST MAIN STREET, SUITE 2102  
RICHMOND, VA 23219

(804) 786-4440  
FAX (804) 225 3752  
VIRGINIA RELAY CENTER  
1-800-828-1120 (TDD)

## **Amendment # 1 IFB 505-12-BB0001**

The following sections of the IFB are hereby amended:

**Special Terms and Conditions, Paragraph 8, Price Escalation/De-escalation:**

Motor Vehicles Category WPS # - changed from 141401 to 141302

**Special Terms and Conditions, Paragraph 18, Preventive Maintenance:**

This paragraph is deleted

**Attachment E:**

Replaced with Attachment E included below. The base price listed in this Attachment is the binding price of the Bid.

Due to the changes below, the bid due date is extended until January 11, 2012 at 5:00 PM. Public bid opening will take place at 9:00 AM on January 12, 2012 at the location identified in the bid document.

Contact the contract officer of this procurement for additional information via e-mail at [krystyna.hepler@drpt.virginia.gov](mailto:krystyna.hepler@drpt.virginia.gov) or by phone at (804) 225 3745.

Contract Officer: Krystyna Hepler  
*Name (typed or printed)*

**ATTACHMENT E**

**BASE PRICE – 2012 DRPT FORD Medium Duty Bid**

\$ \_\_\_\_\_

**OPTIONS – 2012 DRPT FORD Medium Duty Bid**

**Options will not be included in determining low bidder for award.**

<b>OPTION</b>	<b>PRICE</b>
1 Add 34 inch two passenger foldaway vertical flip seat (price per seat) in the wheelchair securement area (if available on selected model)	
2 Strobe lights (2), one each roof mounted at front and rear caps. Strobes to be Specialty Model 205 mini strobe (2.25" high) or equal.	
3 Q-Straint QRT Max wheelchair securement systems vs std, each.	
4 6.7 liter diesel engine	
5 Front help bumper	
6 Rear help bumper	
7 Ground plane installed in roof with interior door and cable conduit with pull wire routed to cab area. Please provide per unit price.	
8 Stainless steel wheel inserts	
9 Folding arm rests per seat	
10 Adjustable head rests per seat	
11 ABS seat backs	
12 Front roller type destination sign (25 stations)	
13 Side roller type destination sign (25 stations)	
14 Destination sign lettering (per placement, per sign)	
15 Driver's locking document box – cabinet style with key lock on door	
16 Diamond Model XV fare-box with two vaults	
17 Ford Shop manuals	
18 Freedman integrated child restraint seats - single child restraint seat with companion seat	
19 Freedman integrated child restraint seats – dual child restraint	

	seats	
20	Level four seat covering – per seat	
21	Level five seat covering – per seat	
22	Level six seat covering – per seat Level seven seat covering – per seat	
23	Reclining passenger seats – each	
24	30” x 42” interior baggage rack	
25	Spare tire carrier	
26	Delete rear door (credit)	
27	Overhead standee rail - one standard	
28	One additional 40K BTU rear heater	
29	Overhead interior parcel bins	
30	Bullet style reading lights – each	
31	Reflexite reflective tape package (egress windows and body outline)	
32	Alarm and warning light signaling lift door open	
33	Sportworks DL2 two position bike rack painted steel	
34	Sportworks DL2 two position bike rack stainless steel	
35	LED clearance lights vs. standard	
36	Luminator front and side destination signs(provide model number)	
37	Twin Vision front and side electronic destination signs (provide model number)	
38	Next stop signal system	
39	Child “Checkmate” system	
40	Sportworks mounting hardware (exclusive of rack, installed)	
41	REI three camera video surveillance system	
42	REI four camera video surveillance system	
43	REI five camera video surveillance system	
44	Altro safety vinyl flooring	
45	Altro flooring on side wall to seat track	
46	Echovision obstacle detection system rear mounted or equal	
47	Ricon KlearVue ADA lift	
48	Braun Vista ADA lift	
49	Add standard ambulatory seat, per seat (to match seats in vehicle)	
50	Add 34” two passenger notchback foldaway vertical flip seat in the wheelchair securement area	
51	Multiple buses keyed alike (each)	
52	Driver’s coat hook in radius behind driver	
53	6” x 16” interior mirror	
54	Vandal resistant seat back grab handles (each) for wall side seats	

55	Wheelchair track full width of bus vs std	
56	Exterior step-well light	
57	Fare box floor plate and power supply	
58	GFI Odyssey fare box (specify model number)	
59	Provide jack and handle	
60	Wheelchair lift dress cover	
61	Gray interior gel coat walls vs std	
62	Minimum 225 amp alternator	
63	Fuel sending unit access panel in floor	
64	Freedman USR retractable seat belts (each)	
65	Vertical seat stitching per seat	
66	Engine hour meter	
67	Delete accessibility package (CREDIT)	
68	Full body paint vs std white	
69	Freedman Citi seats vs std	
70	Mentor BBX and Road Ranger install	
71	Spare wheel and tire to match OEM	
72	Yellow standee line and step nosing in lieu of standard	
73	Yellow seat back grab handles in lieu of standard	
74	Yellow stanchions and standee rails in lieu of standard	
75	120,000 BTU air conditioning vs std	
76	Secure Connect wheelchair securements vs standard	
77	LED brake, tail and reverse lights	
78	LED upper-mounted light	
79	LED turn signals	
80	Full Bus Wrap including windows	
81	Full Bus Wrap excluding windows	
82	Driver's side aluminum running board	
83	LED interior lighting	
84	Florescent interior lighting	
85	Angel Trax three camera video surveillance system	
86	Angel Trax four camera video surveillance system	
87	Angel Trax five camera video surveillance system	
88	Wheels shall have matching wheel covers.	
89	Exterior scheme applied with bus wrap material	
90	Overdrive Controller (specify model)	
91	Fixed pane transit windows	
92	Installation of Zonar Electronic Vehicle Inspection Report System (EVIR)	
93	Installation of Zonar V2J: High-Definition GPS & Vehicle Diagnostics system	



Virginia Department of Rail and Public Transportation  
*The Smartest Distance Between Two Points*

**INVITATION  
FOR  
BID  
505-12-BB0001  
REPOSTED**

**Contract For  
27 Passenger Body on Chassis (BOC) Buses**

**DUE FEBRUARY 3, 2011 AT 5:00 PM**

**ORIGINAL**

**SUBMITTED BY:**

**SONNY MERRYMAN, INC.**

A horizontal banner for Sonny Merryman Inc. On the left is the company logo, which includes a stylized map of Virginia and the text "Sonny Merryman INC." and "VIRGINIA'S BUS COMPANY". To the right of the logo, it lists "Three Convenient Locations" with stars: "★ Central Virginia", "★ Northern Virginia", and "★ Hampton Roads". On the far right, there are icons for "home", "sitemap", and "login". Below the text, there are images of three different bus models: a yellow school bus, a white commuter bus, and a white transit bus. At the bottom of the banner, there are links for "parts", "service", "financing", "about", and "contact".

**[WWW.SONNYMERRYMAN.COM](http://WWW.SONNYMERRYMAN.COM)**

<b>1</b>	<b>COVER LETTER</b>
<b>2</b>	<b>IFB SIGNATURE PAGES</b>
<b>3</b>	<b>ADDENDA</b>
<b>4</b>	<b>PRICING</b>
<b>5</b>	<b>FTA DOCUMENTATION</b>
<b>6</b>	<b>COMPANY PROFILE</b>
<b>7</b>	<b>TECHNICAL DATA AND ASSURANCES</b>
<b>8</b>	<b>CERTIFICATIONS AND EXHIBITS</b>
<b>9</b>	<b>BROCHURES</b>
<b>10</b>	<b>FLOOR PLAN</b>



February 2, 2012

Jamie Motley  
Commonwealth of Virginia  
Department of Rail and Public Transportation  
600 East Main Street, Suite 2102  
Richmond, VA 23219

Dear Mr. Motley:

Sonny Merryman, Inc. is pleased to offer the following proposal in response to your Invitation for Bid 505-12-BB0001 for 27 Passenger Body on Chassis Buses. We are offering the Startrans Senator HD Series. Startrans is proud to partner with chassis manufacturer Ford in offering this exciting product.

Startrans is a well-established supplier in the transit industry manufacturing quality American made products since 1990. Sonny Merryman, Inc. has provided quality sales and service to transit providers in the Commonwealth since 1967. We value our relationship with the Department of Rail and Public Transportation and look forward to a successful partnership on this procurement.

All of the supporting data accompanying our bid can be made available electronically should you require it at a later date. We are well accustomed to supplying transit equipment to recipients of Federal, State and local grants and will make all required documents available to you throughout the life of the contract.

The buses offered by Sonny Merryman, Inc, and Startrans Bus are in full compliance with the specifications set forth in this IFB. Thank you for this opportunity and please call if you have questions.

Sincerely,

Mark D. Roberts  
Vice President Sales  
Sonny Merryman, Inc.  
PO Box 495  
Rustburg, VA 24588  
800-533-1006 x311  
[mroberts@sonnymerryman.com](mailto:mroberts@sonnymerryman.com)

[www.sonnymerryman.com](http://www.sonnymerryman.com)

U.S. Route 29 South of Lynchburg, VA  
**Mailing Address:** P.O. Box 495, Rustburg, VA 24588  
**Shipping Address:** 5120 Wards Road, Evington, VA 24550

434-821-1000  
(800) 533-1006  
(434) 821-8203 Fax

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION  
600 East Main Street, Suite 2102  
RICHMOND, VIRGINIA 23219

**INVITATION FOR BIDS - TERM CONTRACT**

The purpose of this invitation is to solicit sealed bids whereby contract(s) may be established for furnishing the equipment, materials, supplies, and/or services described herein to authorized users, if and when ordered, during the contract period.

Sealed bids will be received in the division's office at 600 East Main Street, suite 2102 Reception Desk, Richmond, Virginia 23219 until the due date and hour shown below and then publicly opened. Failure to bid without explanation may remove your firm from vendor registration list for that particular commodity.

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Commodity:	<b>27 Passenger BOC (32 Ft. Wide Body)</b>	Date:	<b>January 20, 2012</b>
UNSPSPC CODE:	<b>25101505</b>	NIGP Commodity Code:	<b>07093</b>
Authorized Users:	<b>Entities Funded by DRPT</b>	Bid Due Date:	<b>February 3, 2012, 5:00 pm</b>
Contract Period:	<b>1 year</b>	Bid Opening Date:	<b>February 6, 2012, 9:00 am</b>
Purchase Officer:	<b>Jamie Motley</b>	Phone:	<b>(804) 786 3440</b>

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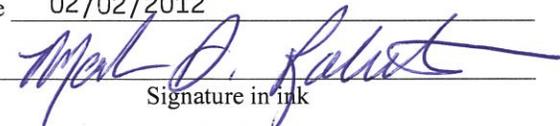
**Important:** See page 17 of the IFB (*eVA Business to Government Web Site*) (General Term 22)

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Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 11-35.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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In compliance with this invitation for bid and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the bid price(s) indicated. I certify that I am authorized to sign this bid.

Company Name & Address	Date
SONNY MERRYMAN, INC.	02/02/2012
PO BOX 495	By 
RUSTBURG, VA 24588	Signature in ink
	Name
	MARK D. ROBERTS
	(Please Print)
	Title
	VP SALES
FIN or SS Number: 54-0806176	Telephone Number
	434-821-1000
Dun and Bradstreet No. (D-U-N-S®): 01-005-3718	FAX #
	434-821-8203
Prompt Payment Discount 0 % 0 days	E-mail
	mark@sonnymerryman.com

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BIDDERS ARE CAUTIONED THAT ANY RESULTING CONTRACT AWARDED WILL REQUIRE THAT THE CONTRACTOR RESPOND TO PURCHASES MADE WHENEVER AND WHEREVER PLACED BY THOSE AUTHORIZED USERS HAVING REQUIREMENTS FOR THESE GOODS/SERVICES. ALL ITEMS SHALL BE F.O.B. DELIVERED TO ANY SUCH POINT WITHIN THE COMMONWEALTH OF VIRGINIA.

# INVITATION FOR BIDS

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- A. **PURPOSE:** The purpose of this Invitation for Bids is to solicit sealed technical responses and price bids to establish a contract with the best qualified firm for the 27 Passenger Body On Chassis Bus for any entities funded by the Virginia Department of Rail and Public Transportation.
- B. **SCOPE OF WORK:** It is the intent of this specification to describe the design requirements in Attachment C and Attachment E for 27 Passenger Body On Chassis Buses. The Buses must be rugged enough to withstand rigorous intensive daily transit service operations and provide maximum reliability and availability, with a minimum of maintenance and repair time. They shall exhibit maximum passenger appeal in appearance, comfort and safety, combined with excellence in reliability, operating characteristics, efficiency, and economy of operation. It shall have a minimum expected life to 7 years or 200,000 miles, whichever comes first, and is intended for the widest possible spectrum of adult passengers, elderly, and persons with disabilities. In addition, it shall meet all federal conditions of manufacturer/vendor under Attachment I as stated herein.
- C. **BIDDERS INSTRUCTIONS:**
1. **General Bid Submission Requirements:**
    - a. The competitive sealed bidding process will be used for this solicitation.
    - b. Although DRPT reserves the right at its option to request any Bidder to submit additional information that may be necessary to clarify the bid and to submit any additional information which DRPT deems necessary in order to evaluate the Bidder's bid and determine responsiveness and responsibility, there will be no negotiation.
    - c. Only paper submissions will be accepted for this solicitation.
    - d. Failure to completely and accurately follow all of the instructions for the IFB process may result in rejection of the bid. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Failure to submit any of the required information may result in the bid being declared non-responsive.
    - e. Technical Responses may include terms in addition to those set forth herein in Attachment C or in Attachment E below, provided the additional terms are not inconsistent with the terms and conditions set forth herein. If **bidding a deviation** from any of the specifications, the Bidder shall **note and explain as to how the Bidder's respective product bid deviates from the specified product's specifications as a part of their bid response to this IFB**. Prior to the due date for bids, bidders are strongly encouraged to submit a draft of any additional terms which are sought to be included, in order

that it may be determined whether the terms are not acceptable. Technical Responses which contain unacceptable terms will be rejected.

**2. Proposal Preparation:**

- a. The Bidder shall prepare a Technical Proposal for furnishing the goods and services described in the IFB.
- b. Technical Proposal must be organized and prepared as described in the section. Technical Proposals that are not organized and prepared in this manner may be eliminated from consideration by DRPT at any time, at DRPT's sole discretion.
- c. The Technical Proposal shall be completed and comprehensive, with an emphasis on being concise and clear. Incomplete responses to IFB statements and requirements and responses the lack content and necessary detail are grounds for rejection by DRPT at any time, at DRPT's sole discretion.
- d. Elaborate bindings or literature are not necessary, but all documents must be clear and legible. Technical Proposals with poor quality copies of materials may be rejected.
- e. The Technical Proposal shall have four (4) sections and be organized as follows:
  - i. Section 1) Narrative Response
  - ii. Section 2) Specification Response
  - iii. Section 3) Qualifications/Experience.
  - iv. Section 4) Additional Material from Bidder (If applicable)
- f. Section 1 – Narrative Response.
  - i. This Section must be in narrative form and contain all necessary and relevant information for DRPT to determine that the Bidder meets the stated requirements.
  - ii. Section 1 – Narrative response shall describe the means and methods for providing goods and services per the requirements of the IFB and what goods, equipment, and service, as applicable, will be furnished.
  - iii. Each paragraph in Section 1 – Narrative Response shall reference the IFB section number in the corresponding section of the IFB.

- iv. The Bidder shall repeat the IFB section number, sub-number, and text of the requirement as it appears in the IFB.
- v. If a response covers more than one page, the Bidder must repeat the IFB section number and sub-letter at the top of the subsequent page.
- vi. In Section 1 – Narrative response, the Bidder shall respond to each section of the IFB.
  - The Bidder shall describe and explain in detail their proposed products and solutions and how the products and solutions meet the requirements stated in the IFB.
  - All pages in Section 1 must include the IFB number and page numbered.
  - The Narrative Response will all pages contained in Section 1 must be placed behind a separate tab in the Technical Proposal entitled “Section 1 – Narrative Response”.
- g. Section 2 – Supporting Documentation.
  - i. The Bidder may include additional supporting documentation with the Technical Proposal.
  - ii. The supporting documentation will be used by DRPT for evaluation purposes.
  - iii. Supporting documentation for all proposed products must be made available, if requested by the evaluation committee, within deadlines provided by DRPT.
  - iv. For all supporting documentation pages must be paged numbered and placed behind a separate tab in the Technical Proposal entitled “Section 2 – Supporting Documentation”.
- h. Section 3 – Qualifications and Experience
  - i. The Bidder shall fully describe your firm’s qualifications and experience in providing the services described herein to included:
    - A brief overview of your firm’s business structure and the relationship between any parent company and subsidiaries, if applicable to your firm and whether there are any planned mergers or company structure changes.
    - Identify previous and current contracts similar to this project.
    - Address your firm’s current financial status to clarify your firm’s financial stability and solvency during the contract period.
    - Provide your firm’s website if applicable where more information can be obtained regarding your firm.

- Include Attachment G, Vendor Data Sheet and clearly identify all reference contact information as requested.
  - ii. The Bidder may provide additional information on their qualifications and experience in this section.
  - iii. All pages contained in Section 3 must be placed behind a separate tab in the Technical Proposal entitled Section 3 – Qualifications and Experience”.
- i. Section 4 – Additional Material from Bidder (If applicable)
- i. Additional information which the Bidder desires to present should be attached at the end of the Technical Proposal and designated as additional material.
  - ii. In this section, the Bidder may include terms and conditions which are sought to be included in addition to those set for herein, provided the Bidder’s additional terms do not conflict with the terms and conditions or with any of the IFB requirements. If the Commonwealth, in its sole discretion, determines that any of the Bidder’s additional terms are in conflict with any of the IFB requirements, the Bidder will be required to immediately remove them from their bid, and if they are not immediately removed the entire bid will be rejected and determined to be nonresponsive. Note: There will be no negotiation of terms and conditions.
  - iii. The Bidder shall create a separate tab for this additional material and entitle it “Section 4 – Additional Material from Bidder”.
  - iv. All pages contained in Section 4 must be placed behind a separate tab in the Technical Proposal entitled Section 4 – Qualifications and Experience”.
  - v. A cover memo must be included as the first page in this section to describe the contents of Section 4 and what IFB requirements are addressed by the additional material.

**3. Submission of Bids:**

- a. The sealed envelope containing the bid must be submitted on or before the bid due date and time.
- b. The Bidder is required to submit the following items in order for their bid to be complete and accepted by DRPT.

- i. The IFB signature sheet, signed, containing the name of the primary contact person for this bid, their address, e-mail, facsimile number, and telephone number.
  - ii. All IFB addenda acknowledgements, if any, signed and filled out as required, behind the cover page in the proposal.
  - iii. The completed bid including all specific items or data requested in the IFB and any addenda.
- c. In order to be considered for selection, the Bidder must submit a complete response to this IFB. Failure to submit all information requested may result in DRPT eliminating the Bidder's bid from consideration, at DRPT's sole discretion.
- d. The Bidder shall submit their entire bid to DRPT as follows:
  - i. One (1) complete original bid.
  - ii. Four (4) copies of the complete original bid.
- e. DRPT will not compensate the bidder for the cost of bid preparation whether or not an award is made.
- f. When submitting a paper response to a solicitation, the bidder shall return the signed response in a sealed envelope. The envelope should be addressed and delivered to:

Krystyna Hepler  
Commonwealth of Virginia  
Department of Rail And Public Transportation  
600 East Main Street, Suite 2102  
Richmond, VA 23219

The envelope should also provide the following information: Name of Bidder, Street or Box Number, City, State, Zip Code; Solicitation Number, Close Date and Time.

- i. If a solicitation response is not contained in an envelope as described above the bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other un-requested correspondence or other bids should be placed in the envelope. It is the Vendor's responsibility to make certain responses are at the correct address when Bids are due. Bids not at the specified location by or before the specified time and date of closing WILL NOT be accepted, even if they are elsewhere in the

building. Bids received after the closing date and time will be returned unopened.

- g. Faxed or electronic bids will not be accepted.
- h. Ownership of all data, materials, and documentation originated and prepared for DRPT pursuant to the IFB shall belong exclusively to DRPT and be subject to public inspection in accordance with the Virginia Freedom of Information Act.
- i. Trade secrets/proprietary information submitted by a Bidder shall not be subject to the public disclosure under the Virginia Freedom of Information Act;
  - i. However, the bidder must invoke the protection of § 2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted.
  - ii. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary and be submitted. Submit this behind the cover page in the technical Proposal.
  - iii. The proprietary or trade secret material submitted in the bid must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.
  - iv. The classification of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid. This instruction applies to all supplemental information that may be provided by the Bidder after the original bid submission for the duration of the procurement process.
  - v. This information will remain confidential into perpetuity.

**D. PROPOSAL EVALUATION:**

1. Proposal will be evaluated based on a committee review of the information provided. The committee evaluates proposals for responsiveness and responsibility, and selects those proposals which meet its needs, based on the mandatory requirements specified in the IFB.
2. The evaluation committee may request written or oral discussions from Bidders to clarify or amplify the material in the proposal. Bidders must respond to any request for clarification from DRPT within the deadline specified by DRPT at the time of the

request. Inability of DRPT to reach a Bidder for clarification and/or failure of a Bidder to respond within the time stated may result in rejection of the Bidder's bid.

3. The contents of the Technical Proposal are not subject to negotiation.
4. The criteria used to evaluate the Technical Proposals include but are not limited to:
  - a. Completeness and thoroughness of the Technical Proposal
  - b. Compliance with all mandatory requirements.
  - c. Qualification of the Bidders.
  - d. References of the Bidder.
  - e. Acceptance of the terms and conditions specified in the IFB.
5. Bids will be publicly opened and the names of the bidders responding will be read and recorded at a date that will be announced to the bidders. **In order to be informed of the names of responding bidders, bidders should provide two self-addressed stamped envelopes with responses.** Verbal or telephonic inquiries regarding the status of bids will not be accepted.

E. **METHOD OF AWARD:** Following the opening of the bids in accordance with the process above, an award will be made based on the lowest responsive and responsible bid. The Commonwealth reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Commonwealth to be in its best interest. DRPT reserves the right to award the contract to a reasonably priced DMBE certified small business bidder that is other than the lowest responsive and responsible bidder.

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*ATTACHMENT A*

**REQUIRED GENERAL TERMS AND CONDITIONS**

1. **VENDORS MANUAL:** This solicitation 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](http://www.eva.virginia.gov) under "Vendors Manual" on the "Vendor" tab.
  
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting 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 the 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.
  
3. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify 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 1. and 2. 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.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
  5. **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.
  6. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
  7. **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.
  8. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the

provisions of the contract shall be effective unless reduced to writing and signed by the parties.

9. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. **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. A contractor awarded a contract under this solicitation 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 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 (2) 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.

C. 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 remedies may be assessed in lieu of withholding such payment.

D. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

11. **PRECEDENCE OF TERMS:** The following General Terms and Conditions from the *Vendors Manual*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
12. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth

reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid) if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

13. **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.
14. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
15. **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 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.

16. **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.
17. **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.
18. **DELIVERY:** Vehicles shall be delivered to the various ordering entities throughout the State as required. For bidding purposes only, quote delivery to 600 E. Main Street, Richmond, VA 23219 (if your mailing address is in Richmond, VA, delivery charges are included in the base price of vehicle). The ordering entity will pay 60 cents per mile for mileage in excess of the distance from the dealer's location to 600 E. Main Street, Richmond, VA 23219. A 60 cents per mile credit will apply if the distance is less than the mileage to 600 E. Main Street. Mileage will be determined based on Yahoo.com (map, driving directions). Mileage shall be calculated between the dealer's address and the delivery address. Delivery will be accepted between the hours of 8:00 A.M and 4:30 P.M. Monday through Friday, except holidays.
19. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
20. **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.

21. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror 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.
  
22. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
  - a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.

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

The eVA transaction fee will be invoiced 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.

23. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small business if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
24. **BID PRICE CURRENCY.** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
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.

## ATTACHMENT B

### SPECIAL TERMS AND CONDITIONS

1. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://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.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, 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 bid/offer or terminate this contract for default.

2. **BID OPENING:** Bids will be opened publicly on February 6, 2012 at 9:00 a.m. at the DRPT's offices at 600 East Main Street, suite 2102, Richmond, Virginia.
3. **AWARD:** The Commonwealth will make the awards to the lowest responsive and responsible bidder on the basis **of base price for Vehicle excluding options**. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. DRPT reserves the right to award the contract to a reasonably priced DMBE certified small business bidder that is other than the lowest responsive and responsible bidder.
4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for **four (4) successive one year periods** under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more

than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 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.

7. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following Producer's Price index: Motor Vehicles Category WPS # 141302. Price escalation may be permitted only at the end of the contract period and only where verified to the satisfaction of the purchasing office, except for the eVA transaction fee reimplementaion. However, "across the board" price decreases are subject to implementation at any time and shall be immediately given 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 of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

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

8. **DELIVERY:** State your earliest firm delivery or performance date: \_\_\_\_\*\_\_\_\_ 20\_\_.  
This date may be a factor in making the award. \* 150 DAYS ARO
9. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
10. **BUILD OUT DATE:** The bidder shall state the build out date for each model quoted and shall fill all orders placed prior to the build out date. The contractor is permitted to accept orders after the build out date, until the termination date of the resulting contract. Failure to honor an order placed after the build out date is not a breach of the contract.

Specify build out date: 05/15/2012

11. **PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.

12. **TELEPHONE NUMBERS:** Please list the telephone number, fax number, e-mail, and the name of the responsible persons of your company who may be contacted regarding this contract. List sales and service office, addresses, and phone numbers:

NAME OF CONTACT PERSON: MARK D. ROBERTS

TELEPHONE NUMBER: 434-821-1000

FAX NO.: 434-821-8203

E-MAIL: mark@sonnymerryman.com

13. **PAYMENT:** Payment for units purchased under this contract will be in accordance with the Virginia Prompt Payment Act and Section 11-62.10 of the Virginia Public Procurement Act. Payment will be made within 30 days following delivery of vehicle meeting specifications, or upon receipt of invoice, whichever occurs later. If the successful bidder wants to assign payment on this contract to a third party, indicate here:

Name: N/A

Address: \_\_\_\_\_

Other: \_\_\_\_\_

14. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
15. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
16. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
17. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency 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.
18. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 1 year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such

defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

19. **SMALL BUSINESS SUBCONTRACTING PLAN:** If the Contractor on the contract is a DMBE-certified small business, the Contractor shall indicate such in Section A of Attachment F. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small-business certification. If the Contractor is not a DMBE certified small business, the Contractor is required to identify the portions of the contract the Contractor plans to subcontract to DMBE-certified small business by completing and returning Section B of Attachment F. If the Contractor is not a DMBE-certified small business and cannot practicably subcontract any portion of the requirements being solicited, in order to be considered responsive to the solicitation, the non DMBE-certified Contractor must document on Attachment F, section C, past efforts made to provide subcontracting opportunities to DMBE-certified small businesses for other contracts within the past 24 months.
20. **PURCHASE VOLUME AND DOLLAR REPORT:** The Contractor shall provide the Department of Rail and Public Transportation (DRPT) a quarterly contract usage report (Attachment D). This report shall reflect the vehicle orders placed against the contract for the respective quarter. The Contractor must remit the report within 15 days after the end of each quarterly reporting period.
21. **ADDITIONAL USERS:** This procurement is being conducted on behalf of grantees of the Department of Rail and Public Transportation who may be added or deleted at anytime during the period of the contract. See Attachment H for the list of grantees. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency and upon mutual agreement of the contractor. Such modification shall name the specific entity added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

**NO  
ADDENDA  
RECEIVED  
FOR  
REPOSTED  
BID**

**ATTACHMENT E**

**BASE PRICE – 2012 DRPT FORD Medium Duty Bid**

\$ 67,323.00

*M. J. Patrick*  
2/2/2012

**OPTIONS – 2012 DRPT FORD Medium Duty Bid**

Options will not be included in determining low bidder for award.

OPTION	PRICE
1 Add 34 inch two passenger foldaway vertical flip seat (price per seat) in the wheelchair securement area (if available on selected model)	775.00
2 Strobe lights (2), one each roof mounted at front and rear caps. Strobes to be Specialty Model 205 mini strobe (2.25" high) or equal.	435.00
3 Q-Straint QRT Max wheelchair securement systems vs std, each.	100.00
4 6.7 liter diesel engine	9,025.00
5 Front help bumper	N/A
6 Rear help bumper	935.00
7 Ground plane installed in roof with interior door and cable conduit with pull wire routed to cab area. Please provide per unit price.	175.00
8 Stainless steel wheel inserts	525.00
9 Folding arm rests per seat	40.00
10 Adjustable head rests per seat	85.00
11 ABS seat backs (EACH)	75.00
12 Front roller type destination sign (25 stations)	950.00
13 Side roller type destination sign (25 stations)	950.00
14 Destination sign lettering (per placement, per sign)	40.00
15 Driver's locking document box – cabinet style with key lock on door	175.00
16 Diamond Model XV fare-box with two vaults	1,750.00
17 Ford Shop manuals	335.00
18 Freedman integrated child restraint seats - single child restraint seat with companion seat	895.00
19 Freedman integrated child restraint seats – dual child restraint	1,325.00

	seats	1,325.00
20	Level four seat covering – per seat	55.00
21	Level five seat covering – per seat	60.00
22	Level six seat covering – per seat Level seven seat covering – per seat	70.00
23	Reclining passenger seats – each	75.00
24	30” x 42” interior baggage rack	675.00
25	Spare tire carrier	325.00
26	Delete rear door (credit)	(250.00)
27	Overhead standee rail - one standard	200.00
28	One additional 40K BTU rear heater	485.00
29	Overhead interior parcel bins	1,175.00
30	Bullet style reading lights – each	35.00
31	Reflexite reflective tape package (egress windows and body outline)	215.00
32	Alarm and warning light signaling lift door open	95.00
33	Sportworks DL2 two position bike rack painted steel	2,520.00
34	Sportworks DL2 two position bike rack stainless steel	2,800.00
35	LED clearance lights vs. standard	295.00
36	Luminator front and side destination signs(provide model number) HORIZON 510547-001 / 510545-007	13,775.00
37	Twin Vision front and side electronic destination signs (provide model number) SMART 906-1660-410 / 906-1408-508	10,575.00
38	Next stop signal system	785.00
39	Child “Checkmate” system	275.00
40	Sportworks mounting hardware (exclusive of rack, installed)	975.00
41	REI three camera video surveillance system	2,250.00
42	REI four camera video surveillance system	2,450.00
43	REI five camera video surveillance system	3,375.00
44	Altro safety vinyl flooring	1,350.00
45	Altro flooring on side wall to seat track	425.00
46	Echovision obstacle detection system rear mounted or equal	495.00
47	Ricon KlearVue ADA lift	385.00
48	Braun Vista ADA lift	385.00
49	Add standard ambulatory seat, per seat (to match seats in vehicle)	185.00
50	Add 34” two passenger notchback foldaway vertical flip seat in the wheelchair securement area	875.00
51	Multiple buses keyed alike (each)	150.00
52	Driver’s coat hook in radius behind driver	35.00
53	6” x 16” interior mirror	85.00
54	Vandal resistant seat back grab handles (each) for wall side seats	45.00

55	Wheelchair track full width of bus vs std	200.00
56	Exterior step-well light	65.00
57	Fare box floor plate and power supply	375.00
58	GFI Odyssey fare box (specify model number) <b>ODYSSEY 36"</b>	17,275.00
59	Provide jack and handle	125.00
60	Wheelchair lift dress cover	275.00
61	Gray interior gel coat walls vs std	795.00
62	Minimum 225 amp alternator	1,385.00
63	Fuel sending unit access panel in floor	175.00
64	Freedman USR retractable seat belts (each)	85.00
65	Vertical seat stitching per seat	20.00
66	Engine hour meter	105.00
67	Delete accessibility package (CREDIT)	(1,850.00)
68	Full body paint vs std white	2,975.00
69	Freedman Citi seats vs std	2,100.00
70	Mentor BBX and Road Ranger install	295.00
71	Spare wheel and tire to match OEM	875.00
72	Yellow standee line and step nosing in lieu of standard	40.00
73	Yellow seat back grab handles in lieu of standard	180.00
74	Yellow stanchions and standee rails in lieu of standard	560.00
75	120,000 BTU air conditioning vs std	895.00
76	Secure Connect wheelchair securements vs standard	N/A
77	LED brake, tail and reverse lights	490.00
78	LED upper-mounted light	70.00
79	LED turn signals	120.00
80	Full Bus Wrap including windows	8,500.00
81	Full Bus Wrap excluding windows	7,500.00
82	Driver's side aluminum running board	210.00
83	LED interior lighting	575.00
84	Florescent interior lighting	2,275.00
85	Angel Trax three camera video surveillance system	2,250.00
86	Angel Trax four camera video surveillance system	2,475.00
87	Angel Trax five camera video surveillance system	3,550.00
88	Wheels shall have matching wheel covers.	475.00
89	Exterior scheme applied with bus wrap material	2,450.00
90	Overdrive Controller (specify model) <b>INTERMOTIVE</b>	560.00
91	Fixed pane transit windows	165.00
92	Installation of Zonar Electronic Vehicle Inspection Report System (EVIR)	1,550.00
93	Installation of Zonar V2J: High-Definition GPS & Vehicle Diagnostics system	1,750.00

**Printing Instructions** - This reference copy and all associated attachments are essential in order to accurately complete a response to the solicitation. Follow these printing instructions to accurately respond to this solicitation:

1. Print the Solicitation → [Print](#)
2. Print all attachments provided (see attachments section below)
  - Click on the attachment file name (link), open or save attachment, then print the file

**Caution:** Read all documents and follow specific bidding instruction for this solicitation. Bidding instructions will vary from solicitation to solicitation. The Commonwealth reserves the right to reject responses that are not complete and accurate.

**Solicitation 505-12-BB0001-1**

Solicitation: <b>505-12-BB0001-1</b>	Solicitation Version Number: <b>1</b>
:	Phase: <b>Submitted</b>
Solicitation Type: <b>Invitation for Bids (IFB)</b>	Published?: <b>Yes</b>
Category: <b>Equipment</b>	Status: <b>Open</b>
Description: <b>Contract For 27 Passenger Body on Chassis (BOC) Buses</b>	Closing Date: <b>2/3/2012</b>
Department: <b>A505 - Department of Rail and Public Transportation</b>	Closing Time: <b>5:00 PM</b>
Unit: <b>VBO - VBO Generic Unit</b>	Published Date: <b>1/20/2012</b>
Amendment Information:	Amended Date:
Pre-Bid Conference Type:	Cancel Date:
Pre-Bid Conference Date:	Public Bid Opening Date: <b>2/6/2012</b>
Pre-Bid Conference Time:	Public Bid Opening Time: <b>9:00 AM</b>
Sole Source/Emergency:	Total Attachments: <b>1</b>
Web Address:	
Work Location: <b>US</b>	
Attachment Name: <a href="#">IFB 505-12-BB0001 final reposted.pdf</a>	Description:

**Contact Information**

Buyer Name: <b>Krystyna Hepler</b>	Requestor Name: <b>Krystyna Hepler</b>
Phone: <b>804-225-3745</b>	Phone: <b>804-225-3745</b>
Fax:	Fax:
Email: <a href="mailto:krystyna.hepler@drpt.virginia.gov">krystyna.hepler@drpt.virginia.gov</a>	Email: <a href="mailto:krystyna.hepler@drpt.virginia.gov">krystyna.hepler@drpt.virginia.gov</a>

**Bid Reading Information**

Description:	Published Date:
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**Notice of Intent to Award Information**

Description:	Published Date:
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**Notice of Award Information**

Description:	Published Date:
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**No Award Information**

Description:	Published Date:
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**Change Management**

Created By: <b>khepler1</b>	Created On: <b>1/20/2012</b>
Last Modified By: <b>khepler1</b>	Last Modified On: <b>1/20/2012</b>

**Commodity Information**

Commodity: **55600 - MASS TRANSPORTATION - TRANSIT BUS**

- Commodity: 55610 - Coach, Transit (Articulated)
- Commodity: 55615 - Coach, Transit (Double Door)
- Commodity: 55640 - Coach, Transit (Mini) Handicapped
- Commodity: 55650 - Coach, Transit (Single Door, under 35 feet)
- Commodity: 55700 - MASS TRANSPORTATION - TRANSIT BUS ACCESSORIES AND PARTS

**ATTACHMENT F**

**Small Business Subcontracting Plan**

**Definitions**

**Small Business:** "Small business" means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmb.e.virginia.gov](http://www.dmb.e.virginia.gov) (Customer Service).**

**Offeror Name:** \_\_\_\_\_ SONNY MERRYMAN, INC. \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ MARK D. ROBERTS  \_\_\_\_\_ **Date:** 02/02/12

**Instructions**

**(Failure to complete and submit this form may result in your proposal not being considered.)**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

**Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a **(check only one below)**:

- Small Business
- Small and Women-owned Business
- Small and Minority-owned Business

Certification number: 9485 Certification date: EXPIRES 10/15/2013

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

Small Business Name & Address  DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
<b>Totals \$</b>					

## Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

### ***C. Good Faith Effort Indicators by the Offeror***

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

**ATTACHMENT G**

**VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: MARK D. ROBERTS Phone: 800-533-1006 X311

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

44 Years 1 Months

4. Vendor Information: VA Vendor ID or DUNS Number: 01-005-3718

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: VDRPT Contact: NEIL SHERMAN

Phone: (804) 786-1154 Fax: (804) 225-3752

Project: STATEWIDE TRANSIT CONTRACTS

Dates of Service: 1995-PRESENT \$ Value: \$15,000,000.00+

B. Company: GRTC Contact: CHARLIE MITCHELL

Phone: (804) 358-3871 Fax: (804) 342-1933

Project: TRANSIT EQUIPMENT

Dates of Service: 2000-PRESENT \$ Value: \$3,000,000.00+

C. Company: WMATA Contact: DON SCRUGGS

Phone: (202) 962-1234 Fax: ( )

Project: PARATRANSIT VANS

Dates of Service: 2007-PRESENT \$ Value: \$10,000,000.00+

D. Company: CAPITAL REGION AIRPORT COMM Contact: FOLGER TUCK

Phone: (804) 226-3000 Fax: (804) 652-2605

Project: PARKING SHUTTLE BUSES

Dates of Service: 2003-PRESENT \$ Value: \$1,000,000.00+

I certify the accuracy of this information.

Signed: Mark D. Roberts Title: VP SALES Date: 02/02/2012

When used: This form is used as an attachment to a solicitation when the agency or institution wishes to check the bidder's/offeror's references or to verify the bidder's/offeror's experience.

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## ***ATTACHMENT H***

### **Agencies Funded by DRPT**

A Grace Place Adult Care Center  
Accomack Northampton TDC  
Adult Care Service  
Adult Day Care of Martinsville and Henry Counties  
Alexandria Transit  
American Emergency Vehicles  
American Red Cross  
Appalachian Agency for Senior Citizens  
ARC of Greater Prince William  
Arc of the Virginia Peninsula  
Arlington County  
Bay Aging, Inc.  
Bedford County  
Beth Shalom Home  
Blacksburg Transit  
Blue Ridge Opportunity Services  
Bon Secours Senior Health  
Bristol Virginia Transit  
Buchanan County Transportation  
CAPUP  
Central Shenandoah Planning District Commission  
Central Virginia Area Agency on Aging, Inc.  
Chesapeake Service Systems  
Chesterfield Community Services Board  
Chesterfield County  
City of Alexandria  
City of Bristol, Tennessee  
City of Charlottesville  
City of Danville  
City of Fairfax  
City of Falls Church  
City of Fredericksburg  
City of Harrisonburg  
City of Kingsport  
City of Lynchburg  
City of Martinsville  
City of Radford  
City of Richmond  
City of Staunton  
City of Virginia Beach  
City of Williamsburg  
Community Association for Rural Transportation, Inc.  
Community Transportation Association of Virginia  
Crater District Area Agency On Aging /FGP  
Crater Planning District Commission  
Crossroads Community Services  
Cumberland County  
Daily Planet Health Care for Homeless  
Danville City Parks and Recreation Department  
Danville-Pittsylvania Community Services  
Dickenson County Transportation  
District III Public Transit  
Dulles Area Transportation Association  
Eastern Shore Community Services Board  
ECHO.INC  
ElderHomes Corporation  
ESAAA/CAA  
Essex County  
Fairfax County  
Farmville Area Bus  
Friendship Industries, Inc.  
George Washington Regional Commission  
Giles Health & Family Center  
Gloucester County  
Goochland Fellowship and Family Service  
Goodwill Industries of the Valleys  
Grafton School, Inc.  
Greater Lynchburg Transit Company  
Greater Richmond Transit Company  
Greater Roanoke Transit Company  
Greene County  
Greensville Adult Activity Services  
Hampton Roads Planning District Commission  
Hampton-Newport News Community Services Board  
Hanover Community Services  
Henrico Area MH/MR Services  
Historic Triangle Senior Center  
Hope House Foundation  
Hopewell Redevelopment and Housing Authority  
Intelligent Transportation Society of Virginia  
James City County  
JAUNT, Inc.  
Jewish Community Center of Northern Virginia  
Junction Center for Independent Living  
Lake Country Area Agency on Aging  
Loudoun County  
Lynchburg Community Action Group, Inc.  
Metropolitan Washington Airports Authority  
Metropolitan Washington Council of Governments  
Middle Peninsula Planning District Commission  
Middle Peninsula-Northern Neck CSB  
Montgomery County  
Mount Rogers Community Services Board  
Mountain Empire Older Citizens  
New River Valley Community Services Board  
New River Valley Planning District Commission  
New River Valley Senior Services - Pulaski Area Transit  
Northern Neck Planning District Commission  
Northern Shenandoah Valley Regional Commission  
Northern Virginia Transportation Commission  
Northwestern Community Services Board  
NuRide, Inc.

Northern Virginia Regional Commission	Sussex-Greensville-Emporia Adult Activity Services
PARC Workshop, Inc.	Tazewell County
Peninsula Agency on Aging	The Arc of Central Virginia
Petersburg Area Transit	The Arc of Greater Prince William
Piedmont Community Services Board	The Arc of Harrisonburg/Rockingham
Pleasant View, Inc.	Thomas Jefferson Planning District Commission
Portco, Inc.	Town of Altavista
Potomac and Rappahannock Transportation Commission	Town of Ashland
Prince William County	Town of Blackstone
Quin Rivers Agency for Community Action, Inc.	Town of Bluefield - Graham Transit
Rappahannock Area Agency on Aging	Town of Chincoteague
Rappahannock Area Community Services Board	Town of Haymarket
Rappahannock-Rapidan Area Agency on Aging	Town of Herndon
Rappahannock-Rapidan Community Services Board	Town of Kenbridge
Rappahannock-Rapidan Planning District Commission	Town of Orange
Resort Area Transportation Management Association	Town of Purcellville
Richmond Area ARC	Town of South Hill
Richmond Community Action Program	Town of Victoria
Richmond Planning District Commission	Town of Warrenton
Richmond Redevelopment and Housing Authority	Town of West Point
Richmond Residential Services	Transportation District Commission of Hampton Road
Ridefinders	Tyson's Transportation Association, Inc.
Roanoke County	UHSTS, Inc. - RADAR
Roanoke Valley-Alleghany Regional Commission	Valley Program for Aging Services, Inc.
Rockbridge Area Community Services Board	Vector Industries, Inc.
Rockbridge Area Occupational Center, Inc.	Virginia Port Authority
Rockbridge Area Transportation System, Inc.	Virginia Rail Policy Institute
Rockbridge County	Virginia Regional Transportation Association
Rockingham County	Virginia Transit Association
Russell County Public Transportation	Virginias Region 2000 Local Government Council
Senior Services of Southeastern Virginia	West Piedmont Planning District Commission
Shenandoah Area Agency on Aging, Inc.	Western Tidewater Community Services Board
Shen-Paco Industries, Inc.	Williamsburg Area Transit Authority
Southern Area Agency on Aging	Winchester Transit
Southside Community Services Board	Wise County
St. Joseph's Villa	Washington Metropolitan Area Transit Authority
Stepping Stones, Inc.	Washington Metropolitan Area Transit Commission
STEPS, Inc.	

*ATTACHMENT I*

**FEDERAL CONDITIONS OF  
MANUFACTURER/VENDOR**

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**A.1 - Federally Required and Other Model Contract Clauses and Certifications**

1. Buy America Requirements
2. Cargo Preference Requirements
3. Energy Conservation Requirements
4. Clean Water Requirements
5. Bus Testing
6. Pre-Award and Post Delivery Audit Requirements
7. Lobbying
8. Access to Records
9. Federal Changes
10. Clean Air
11. Recycled Products
12. No Government Obligation to Third Parties
13. Program Fraud and False or Fraudulent Statements and Related Acts
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16. Privacy Act
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19. Disadvantaged Business Enterprises (DBE)
20. Incorporation of Federal Transit Administration (FTA) Terms
21. FTA Certifications

**1. BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)**

**49 C.F.R. pt. 661**

The Buy America regulation, at 49 C.F.R. pt. 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

**Buy America** - The contractor agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. pt. 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. pt. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. pt. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**The Manufacturer must submit with the proposal the proposed component and sub-components parts of the vehicle identified by manufacturer, country of origin, and cost; and the proposed location of the final activity point for the buses, including a description of the activities that will take place at the final assembly point and cost of final assembly.**

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 2121 § 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 C.F.R. pt. 661.5.

Date 02/02/2012

Signature 

Company Name SONNY MERRYMAN, INC.

Title VP SALES

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Non-Compliance with 49 U.S.C. § 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(1) and 49 C.F.R. pt. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. §§ 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. pt. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. § 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and the regulations at 49 C.F.R. pt. 661.11.

Date 02/02/2012

Signature 

Company Name SONNY MERRYMAN, INC.

Title VP SALES

*Certificate of Non-Compliance with 49 U.S.C. § 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and 49 C.F.R. pt. 661.11, but may qualify for an exception pursuant to 49 U.S.C. §§ 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. pt. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

## **2. CARGO PREFERENCE REQUIREMENTS**

**46 U.S.C. App.1241**

**46 C.F.R. pt. 381**

**Cargo Preference - Use of United States-Flag Vessels** - The contractor agrees:

a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

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

## **3. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 *et seq.***

**49 C.F.R. pt. 18**

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **4. CLEAN WATER REQUIREMENTS**

**33 U.S.C. § 1251**

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**5. BUS TESTING**  
**49 U.S.C. § 5318(c)**  
**49 C.F.R.pt. 665, App. A**

**Bus Testing** - The Contractor [Manufacturer] STARTRANS BUS agrees to comply with 49 U.S.C. § 5318(c) and FTA's implementing regulation at 49 C.F.R. pt. 665 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 at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 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 recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**The Manufacturer must submit with the proposal Bus Testing Certificate and the Bus Testing Report.**

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. § 5318(e) and FTA's implementing regulation at 49 C.F.R.pt. 665. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 C.F.R. pt. 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 2 C.F.R. pt. 1200.

Date: 02/02/2012

Signature: 

Company Name: SONNY MERRYMAN, INC. / STARTRANS BUS

Title: VP SALES

## **6. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS**

**49 U.S.C. 5323  
49 C.F.R. pt. 663**

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. pt. 663.13.

- Specific language for the Buy America certification is mandated by FTA regulation, "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. pt. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. § 5323(j).

**Pre-Award and Post-Delivery Audit Requirements** - The Contractor agrees to comply with 49 U.S.C. § 5323(d)(1) and FTA's implementing regulation at 49 C.F.R. pt. 663 and to submit the following certifications:

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

**(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.**

**(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.**

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

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000)*

**Certificate of Compliance**

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(2)(C), § 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. pt. 661.11:

Date: 02/02/2012  
Signature:   
Company Name: SONNY MERRYMAN, INC.  
Title: VP SALES

**Certificate of Non-Compliance**

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j)(2)(C) and § 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. §§ 5323(j)(2)(B) or (j)(2)(D), 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. pt. 661.7.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**7. LOBBYING**  
**31 U.S.C. § 1352**  
**49 C.F.R.pt. 19**  
**49 C.F.R. pt. 20**

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. § 1352(b)(5), as amended by § 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 C.F.R. § . 20.110(d)

- Language in Lobbying Certification is mandated by 49 C.F.R. pt. 19, Appendix A, § 7, which provides that contractors file the certification required by 49 C.F.R. pt. 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to § 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 C.F.R.pt. 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 C.F.R. pt. 20, Appendix A.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be 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.

**APPENDIX A, 49 C.F.R. pt. 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

The Contractor, SONNY MERRYMAN, INC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

02/02/2012  
\_\_\_\_\_  
Date

MARK D. ROBERTS  
\_\_\_\_\_

Name and Title of Contractor's Authorized Official

**8. ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. § 5325**

**18 C.F.R. pt.18.36 (i)**

**49 C.F.R. pt. 633.15**

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. pt. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. pt. 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. pt. 633.15, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. §§ 5307, 5309 or 5311. By definition, a major 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 the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. pt. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. § 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. § 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 C.F.R. pt. 18.36(i) (11).

7. FTA does not require the inclusion of these requirements in subcontracts.

### Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

Sources of Authority:

<sup>1</sup> 49 USC § 5325 (a)

<sup>2</sup> 49 C.F.R. pt. 633.17

<sup>3</sup> 18 C.F.R. pt. 18.36 (i)

**9. FEDERAL CHANGES**

**49 C.F.R. pt. 18**

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

**10. CLEAN AIR**

**42 U.S.C. §§ 7401 *et seq.***

**49 C.F.R. pt. 18**

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**11. RECYCLED PRODUCTS**

**42 U.S.C. 6962**

**40 C.F.R.pt. 247**

**Executive Order 12873**

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6901), including but not limited to the regulatory provisions of 40 C.F.R.pt. 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. pt. 247.

**12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS  
AND RELATED ACTS**

**31 U.S.C. §§ 3801 *et seq.*  
49 C.F.R.pt. 31 18 U.S.C. 1001  
49 U.S.C. § 5307**

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

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. pt.31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**14. TERMINATION**  
**49 U.S.C. § 10301 *et seq.***  
**FTA Circular 4220.1F**

**a. Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (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 (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. 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 Government's interest. If this 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.

**f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

**h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the 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. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

**i. Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

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

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the 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 the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

#### **15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

This contract is a covered transaction for purposes of U.S.DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. pt. 1200, which adopts and supplements U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. pt. 180.

Accordingly:

(1) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 1200, which adopts and supplements 2 C.F.R. pt. 180, throughout the period of this contract.

(2) The Contractor verifies that neither it, including its principals and affiliates, nor any of its principals in this contract, including subcontractors at any tier with contracts of \$25,000 or more, or requires the consent of a Federal official, or is for federally required audit services are presently excluded or disqualified, under the standards of those U.S. DOT regulations and U.S. OMB guidelines; or have been provided an exception in accordance with those U.S. DOT regulations and U.S. OMB guidelines. Among other things, the Contractor before entering into a covered subcontract, the Contractor agrees to:

(a) Check the U.S. General Services Administration Excluded Parties List System (EPLS); or

(b) Collect a certification from that person; or

(c) Add a clause or condition the invitation for bids or request for proposals pertaining to a covered third party contract or transaction.

(3) The Contractor agrees that it must inform the *buyer/owner* of any different information that may later come to its attention for the duration of this contract.

(4) The Contractor agrees to include a similar clause in any subcontract at any tier expected to be priced at \$25,000 or more (*or if applicable, contract at any tier that requires the consent of a Federal official, or contract at any tier for federally required audit services of any value*).

**16. PRIVACY ACT**  
**5 U.S.C. § 552**

**Contracts Involving Federal Privacy Act Requirements** - 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. § 552a. 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.

**17. CIVIL RIGHTS REQUIREMENTS**  
**29 U.S.C. § 623, 42 U.S.C. §§ 2000d, 2000e**  
**42 U.S.C. § 6102, 42 U.S.C. § 12112**  
**42 U.S.C. § 12132, 49 U.S.C. § 5332**  
**29 C.F.R. pt. 1630, 41 C.F.R. pts. 60 *et seq.***

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. pts. 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

## **18. BREACHES AND DISPUTE RESOLUTION**

**49 C.F.R. pt. 18**

**FTA Circular 4220.1F**

### **Applicability to Contracts**

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

### **Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

### **Model Clauses/Language**

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (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 therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

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

**Rights and Remedies** - The 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), (Architect) 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.

## **19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 C.F.R. pt. 26**

### **Background and Applicability**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts. A substantial change to the payment

provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

### **Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. pt. 26 in the award and administration of this DOT-assisted 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 {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 C.F.R. pt. 26.13(b)).

1. The names and addresses of DBE firms that will participate in this contract;
  2. A description of the work each DBE will perform;
  3. The dollar amount of the participation of each DBE firm participating;
  4. Written documentation of the bidder/offeree's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
  5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
  6. If the contract goal is not met, evidence of good faith efforts to do so.
- The successful bidder/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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 DRPT. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

e. The contractor must promptly notify DRPT, 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 DRPT.

**20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**  
**FTA Circular 4220.1F**

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

20. FTA Certifications

**ATTACHMENT I-1**

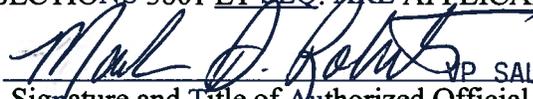
**1.2.23 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for major third party contract), SONNY MERRYMAN INC certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default. (If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify any of the statements in this certification, the participant shall attach and explanation to his Certification.)

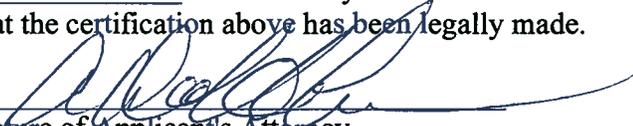
1.2.23 CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), SONNY MERRYMAN, INC., 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 SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

  
VP SALES  
Signature and Title of Authorized Official

1.1.23

The undersigned chief legal counsel for the Sonny Merryman Inc hereby certifies that the Copota has authority under State local law to comply with the subject assurances and that the certification above has been legally made.

  
Signature of Applicant's Attorney

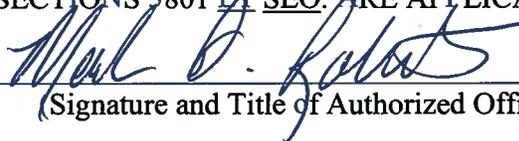
1/31/12  
Date

1.1.23 CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract, SONNY MERRYMAN, INC. certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) SONNY MERRYMAN, INC., 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. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

 VP SALES  
(Signature and Title of Authorized Official)

The undersigned chief legal counsel for the  hereby certifies that the  has authority under State and Local law to comply with the subject assurances and the certifications above has been legally made.

  
(Signature of Applicant's Attorney)

1/21/12  
(Date)

ATTACHMENT I-2

CONTRACTOR:

NUMBER:

EQUIPMENT:

1.2.21 TRANSIT VEHICLE MANUFACTURE'S CERTIFICATION HAS COMPLIANCE WITH SUBPART D, 49 C.F.R. pt. 23.

This procurement is subject to the provisions of § 23.67 of 49 C.F.R. pt. 23. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid, which does not include the certification, will not be considered.

TRANSIT VEHICLE MANUFACTURER CERTIFICATION

STARTRANS BUS, a TVM, hereby certifies that it has complied with the requirements of Section 23.67 of 49 C.F.R. pt. 23 by submitting a current annual DBE goal to FTA. The goals apply to Federal Fiscal Year \_\_\_\_\_ (October 1, 20\_\_\_\_ to September 30, 20\_\_\_\_) and have been approved or not disapproved by FTA.

MARK D. ROBERTS, hereby certifies that the manufacturer of the transit vehicle supplied STARTRANS BUS has complied with the above-reference requirement of § 23.67 of 49 C.F.R. pt. 23.

Date: 02/02/2012

Signature: 

Title: VP SALES

Firm: SONNY MERRYMAN, INC.

ATTACHMENT I-3

BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBMISSION TO FTA

The SONNY MERRYMAN, INC. / STARTRANS BUS\*  
(name of Bidder) hereby certifies that it has submitted plans for the participation of Disadvantaged Business Enterprise (DBE) in conformation to the U. S. Department of Transportation's Minority business Enterprise Regulations (49 C.F.R. pt. 26) and is eligible to bid on vehicle contracts awarded under assistance from the Federal Transit Administration (FTA).

Bidder's Name SONNY MERRYMAN, INC.

Signature: *Mark D. Roberts*  
Authorized Agent

Date: 2/6/2012

MARK D. ROBERTS, VP SALES  
Printed Name & Title

Subscribed and sworn to before me this 2nd day of FEBRUARY, 2012.

*June D. Wooten*  
NOTARY PUBLIC  
REG # 7014400 Notary Public  
MY COMMISSION EXPIRES 06/30/2014  
COMMISSION EXPIRES June 30, 2012.  
COMMONWEALTH OF VIRGINIA

\* PLEASE SEE ENCLOSED FOR FULL REPORT FROM STARTRANS.

ATTACHEMENT I-4

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (If the bidder is an individual, a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation for bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids.
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Bidder's Name: MARK D. ROBERTS FOR SONNY MERRYMNA, INC.

Signature: *Mark D. Roberts*  
Authorized Signature

Date: 02/02/12

MARK D. ROBERTS, VP SALES  
Print Name and Title

Subscribed and sworn to before me this 2nd day of FEBRUARY, 2012.

*June D. Wooten*  
Notary Public

My Commission Expires June 30, 2012.

Bidder's E.I. Number 54-0806176  
(Number used on employer's Quarterly Federal Tax Return)

**IFB 505-12-BB0001**

Attention: Jamie Motley

Commonwealth of Virginia

Department Of Rail and Public Transportation

02 February 2012

**SONNY MERRYMAN, INC.**

CENTRAL VIRGINIA\* NORTHERN VIRGINIA\* HAMPTON ROADS

[WWW.SONNYMERRYMAN.COM](http://WWW.SONNYMERRYMAN.COM)

02 February 2012

## **Sonny Merryman Inc.** **Virginia's Bus Company**

### **Mission Statement**

*Sonny Merryman, Inc. is committed to provide our valued customers with premier transportation products and support and treat our customers, employees and communities with complete honesty and respect and to grow our company in a sound financial environment while maintaining high standards of integrity.*



For nearly five decades Sonny Merryman Inc. has been providing buses to schools, municipalities and government entities across the Commonwealth of Virginia. We look forward to continuing our valued relationship with the Department of Rail and Public Transportation.





*Sonny Merryman, Inc. - Virginia's Bus Company is currently celebrating its fifth decade of operation.*

## History

Founded in 1967 by F.W. "Sonny" Merryman, Jr. and his wife Lou, the company has grown from a small used trailer and school bus body dealer to one of Virginia's largest transportation equipment distributors.

Originally located in Rustburg, the company relocated its headquarters in 1993 to its current site on U.S. Route 29 in Campbell County near Lynchburg in south central Virginia. The company also operates impressive sales and service centers in both Hampton Roads and Northern Virginia.



## Ownership and Corporate Structure

From 1967 until 2001 Sonny Merryman, Inc. was a family owned and operated business. In 2001, Sonny Merryman, Inc. became an employee owned company (ESOP). Other than Lou, the rest of the Merryman family remains active in the day to day operations of the company. Family patriarch Sonny serves as Chairman of the Board, his daughter, Pat is the Administrative Vice President, and son, Floyd serves as President and CEO. The company's Board of Directors is comprised of the Merryman family, along with Chief Financial Officer, Angelo Castanes, Vice President for Sales, Mark Roberts, Vice President for Trailer Operations, Joe Helms and company Comptroller, Deborah Matney who also serves as the board's Secretary/Treasurer

## Product Lines

The company is separated into two primary divisions - buses and trailers. On the "bus side" the company is the statewide dealer for *Thomas Built Buses* of High Point, NC. *Thomas* is recognized worldwide as a leading manufacturer of school buses. *Thomas* is a subsidiary of the *Freightliner Corporation*. *Sonny Merryman, Inc.* is also the exclusive statewide dealer for the *Freightliner* school bus chassis and the new SAF-T-LINER C2 new generation school bus. *Sonny Merryman, Inc.* is by far Virginia's leading school bus distributor. During the past decade the company has enjoyed a 60% plus market share for both public and private schools. The company is a perennial member of *Thomas' prestigious Gold Level President's Club*- awarded annually for outstanding sales and customer support performance. *Sonny Merryman, Inc.* has been named *Thomas' Dealer of the Year* four times- 1989,1998 and 2001and 2003. *Sonny Merryman, Inc.* is the only *Thomas* dealer to be recognized more than twice as *Dealer of the Year*.

The company also represents the *STARTRANS Bus Division* of the *Supreme Corporation* headquartered in Goshen, Indiana. *STARTRANS* is well known as a manufacturer of "cutaway" style shuttle buses.

# SONNYMERRYMAN INC.

## Product Line cont...

Many of these units are equipped with wheelchair lifts (*paratransit units*) to assist the physically disadvantaged with transportation services. *Sonny Merryman, Inc.* is recognized annually by *Supreme* as one of it's' dealer networks top performers. From 2003 until 2009 Sonny Merryman, Inc. was recognized by Supreme with a Platinum Level Achievement Award for outstanding sales and customer support performance. The company also represents El Dorado National – another leading manufacturer of commercial shuttle and transit buses.

In December 2001, the company acquired a unique transportation product - the *Freightliner Sprinter van*. Designed and powered by *Mercedes-Benz*, the Sprinter is the ideal vocational service van. Although relatively new to the North American market, over two million Sprinters operate today across Europe and Asia. Sprinters are popular vocational service vehicles electrical, HVAC, plumbing, communications, etc), cargo vans (couriers, florists, etc) and passenger vehicles (hotels, resorts, shuttle services, etc).

Sonny Merryman Inc. is also one the Mid-Atlantic's largest used bus dealers. Customers include private schools, churches and exporters. The company has sold units as far away as South America and Africa.

An offshoot of the bus side is the mobility equipment business. *Sonny Merryman, Inc.* is the state's largest provider of wheelchair lifts and adaptive equipment for pupil, public and institutional transportation. The company is an authorized dealer for many if the nation's leading mobility equipment manufacturers including *Braun, Ricon, Sure/Lok and Q-straint*.

On the company's "trailer side", *Sonny Merryman, Inc.* is a distributor for *Fontaine* (flat beds), *Winston* (low boys), and *Big John* (log trailers). The "trailer side" customer base consists largely of local small independent truckers, loggers and companies who operate their own truck fleets. In addition to new equipment, the company also maintains a large inventory of used trailers and storage containers.

The storage trailer/container business is an important component on the "trailer side". Customers include mass merchandisers (*Wal Mart, K Mart*), contractors, and any business or individual with a need for temporary on-site storage.

## Facilities

Conveniently located on sixty acres along U.S. Route 29 near Lynchburg in south central Virginia, *Sonny Merryman, Inc.*'s corporate headquarters proudly boasts one of the country's largest and most modern transportation equipment dealership facilities. The company currently has more than 60,000 square feet of under roof office space, service facilities and warehouse on approximately five acres. The remaining acreage is used for bus, trailer and container inventory.

*Sonny Merryman, Inc.* U.S Route 29 operations.

In 2004 Sonny Merryman expanded its statewide physical presence beyond its Central Virginia headquarters by opening a new Sales and Service Center in Virginia's Hampton Roads region. This facility is located in Chesapeake - just off I-64. In 2006 seized another expansion opportunity into the populous and lucrative Northern Virginia market just outside the nation's capital. The Northern Virginia store was originally located in Woodbridge, but relocated to Manassas in February 2007.

## **Workforce**

The *ADMINISTRATIVE & SALES* staff is comprised of a Chairman of the Board, President & CEO, Administrative Vice President, Vice President for Bus Sales, Vice President for Trailer Operations, Chief Financial Officer, Comptroller, Director of Marketing, Director of Information Services, six sales/marketing representatives, and eight administrative support staff members.

The *PARTS DEPARTMENT* currently has sixteen full time employees including a marketing manager, parts/purchasing manager along with five parts analysts, a buyer,

an administrative assistant, three outside sales representatives, two counter sales persons, shipping and receiving clerks and two warehouseman. Thousands of bus and trailer parts are stocked and distributed from the company's three locations. The parts department also operates multiple delivery and field parts sales vehicles. The parts support fleet services the entire Commonwealth delivering special order and critical parts as well as receiving parts orders.

The *CUSTOMER SUPPORT DEPARTMENT* has approximately sixty full time employees who work in two daily shifts. The staff includes a Director of Operations, Director of Customer Support, Trailer Service Manager, Service Team Leader, General managers in both Hampton Roads and Northern Virginia, customer support administrators both for buses and trailers, and an array of technical service specialists, service writers, field service technicians, a quality assurance specialist, a lettering/graphics specialist, a warranty administrator and two warranty processors. A team of highly trained mechanics and technicians round out the staff. Many of the technicians are certified by *Thomas, Freightliner, Caterpillar, Cummins, Allison* and numerous other equipment and component manufacturers.

The Central Virginia service department currently has twenty-two full size service bays including a full service body shop and paint booth- all total about 20,000 square feet of under roof space. Sonny Merryman, Inc. Hampton Roads operates two service bays and Sonny Merryman, Inc. Northern Virginia boasts eight full size bus bays. The service department also operates three customer support vehicles that assist statewide customers with special on-site service needs and warranty repairs. The vehicles are capable of providing a wide array of services on-site at the customer's location.

In addition to its full time work force, the company employs about a dozen individuals on a part-time as needed basis - primarily drivers and delivery persons.

All in all, the company employs more than one-hundred full time workers and fifteen part time individuals.

## **Revenues**

For calendar year 2011 the company's gross revenues exceeded \$80M dollars.



**TECHNICAL PROPOSAL  
SONNY MERRYMAN, INC.  
DRPT IFB 505-12-BB001**

Sonny Merryman, Inc., as the Virginia representative for Startrans Bus, is in full understanding of the scope of work set forth in your Request for Bid for 27 Passenger Body on Chassis (BOC) Buses. The product we are offering, the Startrans Senator HD is in full compliance with the requirements as outlined in your specifications.

As an established transit equipment dealer with 43 years experience in this industry we are capable of providing the equipment requested, conforming to your specifications, within the requested delivery schedule set forth in your IFB.

If we are selected as the successful vendor, we would like to schedule a meeting with all stake holders in this procurement to answer any questions you may have regarding our offer. We encourage plant inspections and will travel with you to the manufacturing facilities if you desire. We will also provide complete copies of the manufacturer's production confirmation for your review.

Also included in this section are the Altoona Test Results for the Startrans Senator HD. You will find that this product conforms to your technical requirements and will not require us to request deviations from your specifications. The Senator HD is FTA / Altoona tested for transit applications and can be depended upon to perform well across the Commonwealth.

Upon delivery, you will receive detailed technical data to aid in the maintenance and service of the proposed equipment. This will include as-built parts manuals and wiring schematics.

In addition to service facilities in Lynchburg, Chesapeake and Northern Virginia, we offer mobile product support. Our mobile technicians are fully trained in all areas of service with respect to the transit equipment we offer. Arrangements can be made for on-site technical support by contacting our Service Department via our toll free telephone number, 1-800-533-1006.

**STURAA TEST**

**7 YEAR**

**200,000 MILE BUS**

**from**

**SUPREME CORP./STARTRANS BUS**

**MODEL SENATOR HD CUTAWAY**

**APRIL 2011**

**PTI-BT-R1014**

**PENNSTATE**



**The Pennsylvania Transportation Institute**

201 Transportation Research Building (814) 865-1891  
The Pennsylvania State University  
University Park, PA 16802

**Bus Testing and Research Center**

2237 Old Route 220 N. (814) 695-3404  
Duncansville, PA 16635

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## EXECUTIVE SUMMARY

Supreme Corp./Startrans Bus submitted a model Senator HD Cutaway, CNG-powered 29 seat/32-foot bus, for a 7 yr/200,000 mile STURAA test. The odometer reading at the time of delivery was 8,499 miles. Testing started on October 15, 2010 and was completed on February 25, 2011. The Check-In section of the report provides a description of the bus and specifies its major components.

The primary part of the test program is the Structural Durability Test, which also provides the information for the Maintainability and Reliability results. The Structural Durability Test was started on November 3, 2010 and was completed on January 7, 2011.

The interior of the bus is configured with seating for 29 passengers including the driver. (4 seats stow away to accommodate 2 wheelchair positions). Free floor space will accommodate 15 standing passengers resulting in a potential load of 44 persons. At 150 lbs per person and 600 lbs per wheelchair position, this load results in a measured gross vehicle weight of 20,500 lbs. **Note: at Gross Vehicle Load (GVL) the weight of the rear axle 684 lbs over the rear GAWR and 1,000 lbs over the GVWR.** The first segment of the Structural Durability Test was performed with the bus loaded to a GVW of 20,500 lbs. The middle segment was performed at a seated load weight of 18,350 lbs and the final segment was performed at a curb weight of 13,520 lbs. Durability driving resulted in unscheduled maintenance and failures that involved a variety of subsystems. A description of failures, and a complete and detailed listing of scheduled and unscheduled maintenance is provided in the Maintainability section of this report.

Effective January 1, 2010 the Federal Transit Administration determined that the total number of simulated passengers used for loading all test vehicles will be based on the full complement of seats and free-floor space available for standing passengers (150 lbs per passenger). The passenger loading used for dynamic testing will not be reduced in order to comply with Gross Axle Weight Ratings (GAWR's) or the Gross Vehicle Weight Ratings (GVWR's) declared by the manufacturer. Cases where the loading exceeds the GAWR and/or the GVWR will be noted accordingly. During the testing program, all test vehicles transported or operated over public roadways will be loaded to comply with the GAWR and GVWR specified by the manufacturer.

Accessibility, in general, was adequate. Components covered in Section 1.3 (repair and/or replacement of selected subsystems), were found to be readily accessible and no restrictions were noted with the exception of the auxiliary battery. Access to the auxiliary battery was hindered due to the location of the CNG tanks. The only other accessibility issue encountered during testing was difficult access to the diagnostic interface connector due to the location of brackets for the A/C compressor.

The Reliability section compiles failures that occurred during Structural Durability Testing. Breakdowns are classified according to subsystems. The data in this section are arranged so that those subsystems with more frequent problems are apparent. The

problems are also listed by class as defined in Section 2. The test bus encountered no Class 1, 2, or 4 failures. Of the 2 reported failures both were Class 3.

The Safety Test, (a double-lane change, obstacle avoidance test) was safely performed in both right-hand and left-hand directions up to a maximum test speed of 45 mph. The performance of the bus is illustrated by a speed vs. time plot. Acceleration and gradeability test data are provided in Section 4, Performance. The average time to obtain 50 mph was 17.92 seconds. The Stopping Distance phase of the Brake Test was completed with the following results; for the Uniform High Friction Test average stopping distances were 27.79' at 20 mph, 55.75' at 30 mph, 94.84' at 40 mph and 126.57' at 45 mph. The average stopping distance for the Uniform Low Friction Test was 24.33'. There was no deviation from the test lane during the performance of the Stopping Distance phase. During the Stability phase of Brake Testing the test bus experienced no deviation from the test lane but did experience pull to the left during both approaches to the Split Friction Road surface. The Parking Brake phase was completed with the test bus maintaining the parked position for the full five minute period with no slip or roll observed in both the uphill and downhill positions.

The Shakedown Test produced a maximum final loaded deflection of 0.282 inches with a permanent set ranging between 0.001 to 0.005 inches under a distributed static load of 16,200 lbs. The Distortion Test was completed with all subsystems, doors and escape mechanisms operating properly. Water leakage was observed during the test at the lower right corner of the windshield. All subsystems operated properly.

The Static Towing Test was performed using a target load (towing force) of 16,224 lbs. All four front pulls were completed to the full test load with no damage or deformation observed. The Dynamic Towing Test was performed by means of a front-lift tow. The towing interface was accomplished using a hydraulic under-lift wrecker. The bus was towed without incident and no damage resulted from the test. The manufacturer does not recommend towing the bus from the rear, therefore, a rear test was not performed. The Jacking and Hoisting Tests were also performed without incident. The bus was found to be stable on the jack stands, and the minimum jacking clearance observed with a tire deflated was 6.7 inches.

A Fuel Economy Test was run on simulated central business district, arterial, and commuter courses. The results were 0.55 M/lb, 0.98 M/lb, and 1.40 M/lb respectively; with an overall average of 0.79 M/lb.

A series of Interior and Exterior Noise Tests was performed. These data are listed in Section 7.1 and 7.2 respectively.

## ABBREVIATIONS

ABTC	- Altoona Bus Test Center
A/C	- air conditioner
ADB	- advance design bus
ATA-MC	- The Maintenance Council of the American Trucking Association
CBD	- central business district
CW	- curb weight (bus weight including maximum fuel, oil, and coolant; but without passengers or driver)
dB(A)	- decibels with reference to 0.0002 microbar as measured on the "A" scale
DIR	- test director
DR	- bus driver
EPA	- Environmental Protection Agency
FFS	- free floor space (floor area available to standees, excluding ingress/egress areas, area under seats, area occupied by feet of seated passengers, and the vestibule area)
GVL	- gross vehicle load (150 lb for every designed passenger seating position, for the driver, and for each 1.5 sq ft of free floor space)
GVW	- gross vehicle weight (curb weight plus gross vehicle load)
GVWR	- gross vehicle weight rating
MECH	- bus mechanic
mpg	- miles per gallon
mph	- miles per hour
PM	- Preventive maintenance
PSBRTF	- Penn State Bus Research and Testing Facility
PTI	- Pennsylvania Transportation Institute
rpm	- revolutions per minute
SAE	- Society of Automotive Engineers
SCH	- test scheduler
SEC	- secretary
SLW	- seated load weight (curb weight plus 150 lb for every designed passenger seating position and for the driver)
STURAA	- Surface Transportation and Uniform Relocation Assistance Act
TD	- test driver
TECH	- test technician
TM	- track manager
TP	- test personnel

# TEST BUS CHECK-IN

## I. OBJECTIVE

The objective of this task is to log in the test bus, assign a bus number, complete the vehicle data form, and perform a safety check.

## II. TEST DESCRIPTION

The test consists of assigning a bus test number to the bus, cleaning the bus, completing the vehicle data form, obtaining any special information and tools from the manufacturer, determining a testing schedule, performing an initial safety check, and performing the manufacturer's recommended preventive maintenance. The bus manufacturer must certify that the bus meets all Federal regulations.

## III. DISCUSSION

The check-in procedure is used to identify in detail the major components and configuration of the bus.

The test bus consists of a Supreme Corp. / Startrans Bus, model Senator HD Cutaway built on a Ford F550 Super Duty chassis. The bus has an O.E.M. driver's door and a front passenger door, rear of the front axle. A dedicated handicap entrance equipped with a Braun Corp. model NL919F1B-2 hydraulic platform lift is located rear of the rear axle. Power is provided by a CNG-fueled, Ford Motor Co. 6.8 L engine coupled to a Ford Motor Co. Select Shift Automatic 6 Speed transmission.

The measured curb weight is 4,330 lbs for the front axle and 9,190 lbs for the rear axle. These combined weights provide a total measured curb weight of 13,520 lbs. There are 29 seats including the driver and room for 15 standing passengers bringing the total passenger capacity to 44. With 4 seats stowed, space will accommodate 2 wheelchair positions. With 40 passengers and 2 wheelchair positions in use the Gross load is  $150 \text{ lb} \times 40 = 6,000 \text{ lbs} + 1,200 \text{ lbs} (2 \text{ wheelchair positions}) = 7,200 \text{ lbs}$ . At full capacity, the measured gross vehicle weight is 20,500 lbs. **Note: at GVL the load is 684 lbs over the rear GAWR and 1,000 lbs over the GVWR.**

## VEHICLE DATA FORM

Bus Number: 1014	Arrival Date: 10-15-10
Bus Manufacturer: Supreme/Startrans	Vehicle Identification Number (VIN): 1FDGF5GYBAEA63109
Model Number: Senator HD Cutaway	Date: 10-15-10
Personnel: S.C. & E.D.	Chassis: Ford / F550 Super Duty

**WEIGHT:**

**Individual Wheel Reactions:**

Weights (lb)	Front Axle		Middle Axle		Rear Axle	
	Right	Left	Right	Left	Right	Left
CW	2,390	1,940	N/A	N/A	4,720	4,470
SLW	2,420	2,180	N/A	N/A	6,960	6,790
GVW	2,680	2,430	N/A	N/A	7,780	7,610

**Total Weight Details:**

Weight (lb)	CW	SLW	GVW	GAWR
Front Axle	4,330	4,600	5,110	6,500
Middle Axle	N/A	N/A	N/A	N/A
Rear Axle	9,190	13,750	15,390	14,706
Total	13,520	18,350	20,500	GWWR: 19,500

**Dimensions:**

Length (ft/in)	32 / 6
Width (in)	96.0
Height (in)	119.5
Front Overhang (in)	37.0
Rear Overhang (in)	125.0
Wheel Base (in)	228.0
Wheel Track (in)	Front: 75.1
	Rear: 74.0

Bus Number: 1014	Date: 10-15-10
------------------	----------------

**CLEARANCES:**

Lowest Point Outside Front Axle	Location: Spoiler	Clearance(in): 12.7
Lowest Point Outside Rear Axle	Location: Exhaust hanger	Clearance(in): 11.7
Lowest Point between Axles	Location: Step well	Clearance(in): 8.6
Ground Clearance at the center (in)	16.2	
Front Approach Angle (deg)	18.9	
Rear Approach Angle (deg)	6.9	
Ramp Clearance Angle (deg)	4.3	
Aisle Width (in)	17.5	
Inside Standing Height at Center Aisle (in)	74.6	

**BODY DETAILS:**

Body Structural Type	Integral		
Frame Material	Steel		
Body Material	Aluminum & fiberglass		
Floor Material	Plywood		
Roof Material	Aluminum & fiberglass		
Windows Type	<input type="checkbox"/> Fixed	<input checked="" type="checkbox"/> Movable	
Window Mfg./Model No.	Safety / DOT 269 AS3		
Number of Doors	<u>1</u> Front	<u>1</u> Rear	<u>1</u> Handicap
Mfr. / Model No.	A & M Systems Inc. / na		
Dimension of Each Door (in)	Front-32.2 x 90.1	Rear- 39.5 x 47.1	Handicap- 46.8 x 68.7
Passenger Seat Type	<input checked="" type="checkbox"/> Cantilever	<input checked="" type="checkbox"/> Pedestal	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	Freedman Seating Co. / na		
Driver Seat Type	<input type="checkbox"/> Air	<input type="checkbox"/> Spring	<input checked="" type="checkbox"/> Other (cushion)
Mfr. / Model No.	Ford Motor Co. / O.E.M.		
Number of Seats (including Driver)	29		

Bus Number: 1014	Date: 10-15-10
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**BODY DETAILS (Contd..)**

Free Floor Space ( ft <sup>2</sup> )	22.6				
Height of Each Step at Normal Position (in)	Front	1. 9.8	2. 10.1	3. 10.1	4. N/A
	Middle	1. N/A	2. N/A	3. N/A	4. N/A
	Rear	1. N/A	2. N/A	3. N/A	4. N/A
Step Elevation Change - Kneeling (in)	N/A				

**ENGINE**

Type	<input type="checkbox"/> C.I.	<input type="checkbox"/> Alternate Fuel	
	<input checked="" type="checkbox"/> S.I.	<input type="checkbox"/> Other (explain)	
Mfr. / Model No.	Ford Motor Co. / 6.8 L		
Location	<input checked="" type="checkbox"/> Front	<input type="checkbox"/> Rear	<input type="checkbox"/> Other (explain)
Fuel Type	<input type="checkbox"/> Gasoline	<input checked="" type="checkbox"/> CNG	<input type="checkbox"/> Methanol
	<input type="checkbox"/> Diesel	<input type="checkbox"/> LNG	<input type="checkbox"/> Other (explain)
Fuel Tank Capacity (indicate units)	52 gals. @ 3,600 psi.		
Fuel Induction Type	<input type="checkbox"/> Injected	<input checked="" type="checkbox"/> Carburetion	
Fuel Injector Mfr. / Model No.	Ford Motor Co. / 6.8 L		
Carburetor Mfr. / Model No.	N/A		
Fuel Pump Mfr. / Model No.			
Alternator (Generator) Mfr. / Model No.	Vans Electrical Systems / 12 volt A4JJ0181C		
Maximum Rated Output (Volts / Amps)	12 / na		
Air Compressor Mfr. / Model No.	N/A		
Maximum Capacity (ft <sup>3</sup> / min)	N/A		
Starter Type	<input checked="" type="checkbox"/> Electrical	<input type="checkbox"/> Pneumatic	<input type="checkbox"/> Other (explain)
Starter Mfr. / Model No.	Ford Motor Co. / EE01A		

Bus Number: 1014	Date: 10-15-10
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**TRANSMISSION**

Transmission Type	<input type="checkbox"/> Manual	<input checked="" type="checkbox"/> Automatic
Mfr. / Model No.	Ford Motor Co. / Select Shift Automatic 6 Speed	
Control Type	<input checked="" type="checkbox"/> Mechanical	<input type="checkbox"/> Electrical <input type="checkbox"/> Other
Torque Converter Mfr. / Model No.	Ford Motor Co. / Select Shift Automatic 6 Speed	
Integral Retarder Mfr. / Model No.	N/A	

**SUSPENSION**

Number of Axles	2		
Front Axle Type	<input type="checkbox"/> Independent	<input checked="" type="checkbox"/> Beam Axle	
Mfr. / Model No.	Ford / O.E.M.		
Axle Ratio (if driven)	N/A		
Suspension Type	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Spring	<input type="checkbox"/> Other (explain)
No. of Shock Absorbers	2		
Mfr. / Model No.	Motorcraft / C30001		
Middle Axle Type	<input type="checkbox"/> Independent	<input type="checkbox"/> Beam Axle	
Mfr. / Model No.	N/A		
Axle Ratio (if driven)	N/A		
Suspension Type	<input type="checkbox"/> Air	<input type="checkbox"/> Spring	<input type="checkbox"/> Other (explain)
No. of Shock Absorbers	N/A		
Mfr. / Model No.	N/A		
Rear Axle Type	<input type="checkbox"/> Independent	<input checked="" type="checkbox"/> Beam Axle	
Mfr. / Model No.	Spicer / 323560		
Axle Ratio (if driven)	Not available.		
Suspension Type	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Spring	<input type="checkbox"/> Other (explain)
No. of Shock Absorbers	2		
Mfr. / Model No.	Motorcraft / C26101		

Bus Number: 1014	Date: 10-15-10
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**WHEELS & TIRES**

Front	Wheel Mfr./ Model No.	Fumagalli / 19.5 x 6.00 RW
	Tire Mfr./ Model No.	Continental HSR / 225/70R 19.5
Rear	Wheel Mfr./ Model No.	Fumagalli / 19.5 x 6.00 RW
	Tire Mfr./ Model No.	Continental HSR / 225/70R 19.5

**BRAKES**

Front Axle Brakes Type	<input type="checkbox"/> Cam	<input checked="" type="checkbox"/> Disc	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	TRW / na		
Middle Axle Brakes Type	<input type="checkbox"/> Cam	<input type="checkbox"/> Disc	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	N/A		
Rear Axle Brakes Type	<input type="checkbox"/> Cam	<input checked="" type="checkbox"/> Disc	<input type="checkbox"/> Other (explain)
Mfr. / Model No.	TRW / na		
Retarder Type	N/A		
Mfr. / Model No.	N/A		

**HVAC**

Heating System Type	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Other
Capacity (Btu/hr)	Not available.		
Mfr. / Model No.	Not available.		
Air Conditioner	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Location	Front – dash Rear – Interior ceiling		
Capacity (Btu/hr)	Front – Ford / O.E.M. Rear – Sanden / U-4420		
A/C Compressor Mfr. / Model No.	Front – Ford / O.E.M. Rear - Visteon / 9C3T-19D629-AE		

**STEERING**

Steering Gear Box Type	Hydraulic gear
Mfr. / Model No.	Ford / XR-50Power
Steering Wheel Diameter	15.5
Number of turns (lock to lock)	4.25

Bus Number: 1014	Date: 10-15-10
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**OTHERS**

Wheel Chair Ramps	Location: N/A	Type: N/A
Wheel Chair Lifts	Location: Rear	Type: Hydraulic platform
Mfr. / Model No.	The Braun Corp. / NL919F1B-2	
Emergency Exit	Location: Windows Doors Roof hatch	Number: 7 1 1

**CAPACITIES**

Fuel Tank Capacity (units)	52 gals @ 3,600 psi.
Engine Crankcase Capacity (gallons)	3.75
Transmission Capacity (gallons)	4.50
Differential Capacity (gallons)	n/a
Cooling System Capacity (quarts)	29.6
Power Steering Fluid Capacity (quarts)	7.0



### COMPONENT/SUBSYSTEM INSPECTION FORM

Bus Number: 1014	Date: 2-28-11
------------------	---------------

Subsystem	Checked	Comments
Air Conditioning Heating and Ventilation	✓	
Body and Sheet Metal	✓	
Frame	✓	
Steering	✓	
Suspension	✓	
Interior/Seating	✓	
Axles	✓	
Brakes	✓	
Tires/Wheels	✓	
Exhaust	✓	
Fuel System	✓	
Power Plant	✓	
Accessories	✓	
Lift System	✓	
Interior Fasteners	✓	
Batteries	✓	

## CHECK - IN



## SUPREME CORP/STARTRANS BUS MODEL SENATOR HD CUTAWAY



**CHECK - IN CONT.**



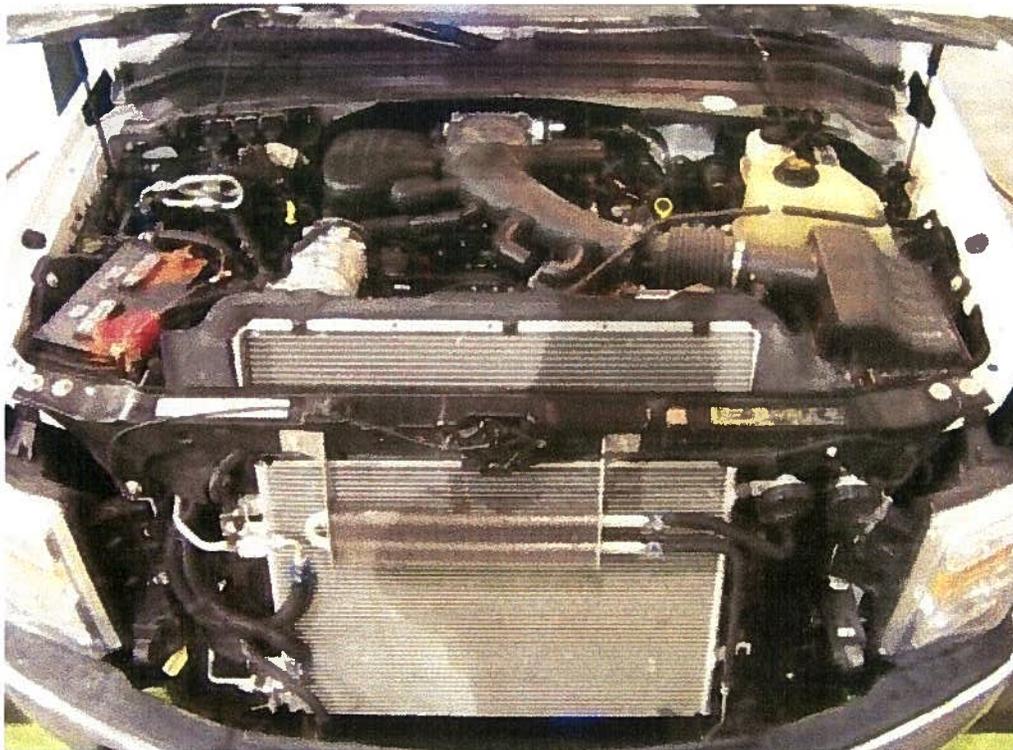
**SUPREME CORP/STARTRANS BUS  
MODEL SENATOR HD CUTAWAY EQUIPPED WITH A  
BRAUN CORP. MODEL NL919F1B-2 HYDRAULIC  
HANDICAP PLATFORM LIFT**



## CHECK - IN CONT.



**OPERATOR'S AREA**



**ENGINE COMPARTMENT**

**CHECK - IN CONT.**



**INTERIOR VIEW FROM FRONT TO REAR**



**INTERIOR VIEW FROM REAR TO FRONT**

# CHECK - IN CONT.



## UNDERCARRIAGE FRONT TO REAR

**INCOMPLETE VEHICLE MANUFACTURED BY**  
**FORD MOTOR COMPANY**

DATE: 11/09	GVWR: 19500LB/8845KG	
FRONT GAWR: 6500LB 2948KG	REAR GAWR: 14706LB 6671KG	
225/70R19.5G 19.5x6.0RW	WITH TIRES 225/70R19.5G RIMS 19.5x6.0RW	WITH TIRES RIMS
AT 655 kPa/95 PSI COLD	AT 760 kPa/110 PSI COLD	

VIN: 1FDGF5GY8AEA63109 DUAL

EXT PNT: Z1	RC: B6	DSO: 3207
WB INT TR	R AXLE TR	SPR 9F718
201 JS	5 BL T	88EE NOS
	UNC	USA-1520472-BA

## VIN TAG

# **1. MAINTAINABILITY**

## **1.1 ACCESSIBILITY OF COMPONENTS AND SUBSYSTEMS**

### **1.1-I. TEST OBJECTIVE**

The objective of this test is to check the accessibility of components and subsystems.

### **1.1-II. TEST DESCRIPTION**

Accessibility of components and subsystems is checked, and where accessibility is restricted the subsystem is noted along with the reason for the restriction.

### **1.1-III. DISCUSSION**

Accessibility, in general, was adequate. Components covered in Section 1.3 (repair and/or replacement of selected subsystems), were found to be readily accessible and no restrictions were noted with the exception of the auxiliary battery. Access to the auxiliary battery was hindered due to the location of the CNG tanks. The only other accessibility issue encountered during testing was difficult access to the diagnostic interface connector due to the location of brackets for the A/C compressor.

## ACCESSIBILITY DATA FORM

Bus Number: 1014	Date: 2-28-11
------------------	---------------

Component	Checked	Comments
<b>ENGINE :</b>		
Oil Dipstick	✓	
Oil Filler Hole	✓	
Oil Drain Plug	✓	
Oil Filter	✓	
Fuel Filter	✓	
Air Filter	✓	
Belts	✓	
Coolant Level	✓	
Coolant Filler Hole	✓	
Coolant Drain	✓	
Spark / Glow Plugs	✓	
Alternator	✓	
Diagnostic Interface Connector	✓	Difficult to access due to brackets installed for A/C compressor.
<b>TRANSMISSION :</b>		
Fluid Dip-Stick	✓	
Filler Hole	✓	
Drain Plug	✓	
<b>SUSPENSION :</b>	✓	
Bushings	✓	
Shock Absorbers	✓	
Air Springs	N/A	
Leveling Valves	N/A	
Grease Fittings	✓	

## ACCESSIBILITY DATA FORM

Bus Number: 1014	Date: 2-28-11
------------------	---------------

Component	Checked	Comments
<b>HVAC :</b>	✓	
A/C Compressor	✓	
Filters	✓	
Fans	✓	
<b>ELECTRICAL SYSTEM :</b>		
Fuses	✓	
Batteries	✓	The aux. battery is difficult to access due to CNG tank location.
Voltage regulator	✓	
Voltage Converters	✓	
Lighting	✓	
<b>MISCELLANEOUS :</b>		
Brakes	✓	
Handicap Lifts/Ramps	✓	
Instruments	✓	
Axles	✓	
Exhaust	✓	
Fuel System	✓	
<b>OTHERS :</b>		

## **1.2 SERVICING, PREVENTIVE MAINTENANCE, AND REPAIR AND MAINTENANCE DURING TESTING**

### **1.2-I. TEST OBJECTIVE**

The objective of this test is to collect maintenance data about the servicing, preventive maintenance, and repair.

### **1.2-II. TEST DESCRIPTION**

The test will be conducted by operating the NBM and collecting the following data on work order forms and a driver log.

1. **Unscheduled Maintenance**
  - a. Bus number
  - b. Date
  - c. Mileage
  - d. Description of malfunction
  - e. Location of malfunction (e.g., in service or undergoing inspection)
  - f. Repair action and parts used
  - g. Man-hours required
  
2. **Scheduled Maintenance**
  - a. Bus number
  - b. Date
  - c. Mileage
  - d. Engine running time (if available)
  - e. Results of scheduled inspections
  - f. Description of malfunction (if any)
  - g. Repair action and parts used (if any)
  - h. Man-hours required

The buses will be operated in accelerated durability service. While typical items are given below, the specific service schedule will be that specified by the manufacturer.

- A. **Service**
  1. Fueling
  2. Consumable checks
  3. Interior cleaning
  
- B. **Preventive Maintenance**
  4. Brake adjustments
  5. Lubrication
  6. 3,000 mi (or equivalent) inspection

7. Oil and filter change inspection
8. Major inspection
9. Tune-up

C. Periodic Repairs

1. Brake reline
2. Transmission change
3. Engine change
4. Windshield wiper motor change
5. Stoplight bulb change
6. Towing operations
7. Hoisting operations

1.2-III. DISCUSSION

Servicing and preventive maintenance were performed at manufacturer-specified intervals. The following Scheduled Maintenance Form lists the mileage, items serviced, the service interval, and amount of time required to perform the maintenance. Table 1 is a list of the lubricating products used in servicing. Finally, the Unscheduled Maintenance List along with Unscheduled Maintenance-related photographs is included in Section 5.7, Structural Durability. This list supplies information related to failures that occurred during the durability portion of testing. The Unscheduled Maintenance List includes the date and mileage at which the malfunction occurred, a description of the malfunction and repair, and the time required to perform the repair.

(Page 1 of 1)  
**SCHEDULED MAINTENANCE**  
 #1014

DATE	TEST MILES	SERVICE	ACTIVITY	DOWN TIME	HOURS
11-10-10	1,331	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
11-16-10	2,412	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
11-22-10	3,469	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
11-24-10	4,040	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
12-07-10	5,544	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
12-13-10	6,787	P.M. / Inspection	Linkage, tie rods, universals/u-joints all lubed; all fluids checked.	4.00	4.00
02-15-11	7,500	P.M. / Inspection Fuel Economy Prep	Linkage, tie rods, universals/u-joints all lubed. Oil changed. Oil, fuel, and air filters changed. Transmission oil and filter changed.	8.00	8.00

### Table 1. STANDARD LUBRICANTS

The following is a list of Texaco lubricant products used in bus testing conducted by the Penn State University Altoona Bus Testing Center:

<u>ITEM</u>	<u>PRODUCT CODE</u>	<u>TEXACO DESCRIPTION</u>
Engine oil	#2112	URSA Super Plus SAE 30
Transmission oil	#1866	Automatic Trans Fluid Mercon/Dexron II Multipurpose
Gear oil	#2316	Multigear Lubricant EP SAE 80W90
Wheel bearing & Chassis grease	#1935	Starplex II

## **1.3 REPLACEMENT AND/OR REPAIR OF SELECTED SUBSYSTEMS**

### **1.3-I. TEST OBJECTIVE**

The objective of this test is to establish the time required to replace and/or repair selected subsystems.

### **1.3-II. TEST DESCRIPTION**

The test will involve components that may be expected to fail or require replacement during the service life of the bus. In addition, any component that fails during the NBM testing is added to this list. Components to be included are:

1. Transmission
2. Alternator
3. Starter
4. Batteries
5. Windshield wiper motor

### **1.3-III. DISCUSSION**

During the test, no other additional components were removed for repair or replacement. At the end of the test, the remaining items on the list were removed and replaced. The transmission assembly took 8.0 man-hours (two men 4.0 hrs) to remove and replace. The time required for repair/replacement of the four remaining components is given on the following Repair and/or Replacement Form.

## REPLACEMENT AND/OR REPAIR FORM

<b>Subsystem</b>	<b>Replacement Time</b>
Transmission	8.00 man hours
Wiper Motor	0.50 man hours
Starter	0.75 man hours
Alternator	2.50 man hours
Batteries	0.50 man hours

### **1.3 REPLACEMENT AND/OR REPAIR OF SELECTED SUBSYSTEMS**



**TRANSMISSION REMOVAL AND REPLACEMENT  
(8.0 MAN HOURS)**

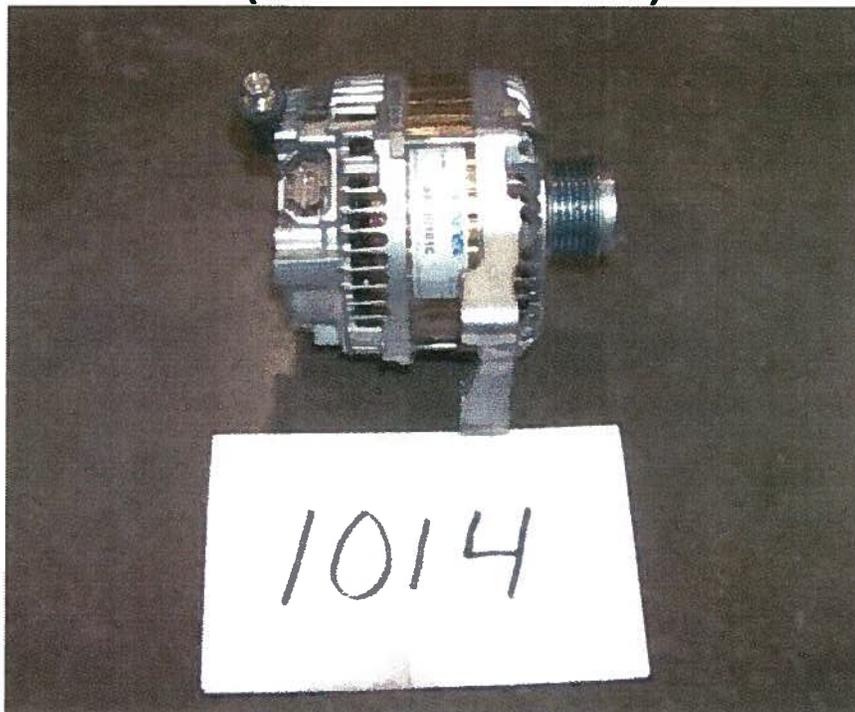


**WIPER MOTOR REMOVAL AND REPLACEMENT  
(0.5 MAN HOURS)**

### 1.3 REPLACEMENT AND/OR REPAIR OF SELECTED SUBSYSTEMS CONT.



#### STARTER REMOVAL AND REPLACEMENT (0.75 MAN HOURS)



#### ALTERNATOR REMOVAL AND REPLACEMENT (2.50 MAN HOURS)

## 2. RELIABILITY - DOCUMENTATION OF BREAKDOWN AND REPAIR TIMES DURING TESTING

### 2-I. TEST OBJECTIVE

The objective of this test is to document unscheduled breakdowns, repairs, down time, and repair time that occur during testing.

### 2-II. TEST DESCRIPTION

Using the driver log and unscheduled work order forms, all significant breakdowns, repairs, man-hours to repair, and hours out of service are recorded on the Reliability Data Form.

### CLASS OF FAILURES

Classes of failures are described below:

- (a) Class 1: Physical Safety. A failure that could lead directly to passenger or driver injury and represents a severe crash situation.
- (b) Class 2: Road Call. A failure resulting in an en route interruption of revenue service. Service is discontinued until the bus is replaced or repaired at the point of failure.
- (c) Class 3: Bus Change. A failure that requires removal of the bus from service during its assignments. The bus is operable to a rendezvous point with a replacement bus.
- (d) Class 4: Bad Order. A failure that does not require removal of the bus from service during its assignments but does degrade coach operation. The failure shall be reported by driver, inspector, or hostler.

### 2-III. DISCUSSION

A listing of breakdowns and unscheduled repairs is accumulated during the Structural Durability Test. The following Reliability Data Form lists all unscheduled repairs under classes as defined above. These classifications are somewhat subjective as the test is performed on a test track with careful inspections every two hours. However, even on the road, there is considerable latitude on deciding how to handle many failures.

The Unscheduled Repair List is also attached to provide a reference for the repairs that are included in the Reliability Data Forms.

The classification of repairs according to subsystem is intended to emphasize those systems which had persistent minor or more serious problems. There were no Class 1 or 2 failures. Of the 2 reported failures both were Class 3--one involving the fuel system and the other the electrical system. These are available for review in the Unscheduled Maintenance List, located in Section 5.7 Structural Durability.



### **3. SAFETY - A DOUBLE-LANE CHANGE (OBSTACLE AVOIDANCE)**

#### **3-I. TEST OBJECTIVE**

The objective of this test is to determine handling and stability of the bus by measuring speed through a double lane change test.

#### **3-II. TEST DESCRIPTION**

The Safety Test is a vehicle handling and stability test. The bus will be operated at SLW on a smooth and level test track. The bus will be driven through a double lane change course at increasing speed until the test is considered unsafe or a speed of 45 mph is reached. The lane change course will be set up using pylons to mark off two 12 foot center to center lanes with two 100 foot lane change areas 100 feet apart. The bus will begin in one lane, change to the other lane in a 100 foot span, travel 100 feet, and return to the original lane in another 100 foot span. This procedure will be repeated, starting first in the right-hand and then in the left-hand lane.

#### **3-III. DISCUSSION**

The double-lane change was performed in both right-hand and left-hand directions. The bus was able to safely negotiate the test course in both the right-hand and left-hand directions up to the maximum test speed of 45 mph.

## SAFETY DATA FORM

Bus Number: 1014	Date: 2-16-11
Personnel: C.S., B.L. & S.C.	

Temperature (°F): 38	Humidity (%): 35
Wind Direction: S	Wind Speed (mph): 10
Barometric Pressure (in.Hg): 30.19	

<b>SAFETY TEST: DOUBLE LANE CHANGE</b>	
Maximum safe speed tested for double-lane change to left	45 mph
Maximum safe speed tested for double-lane change to right	45 mph
<b>Comments of the position of the bus during the lane change:</b> A safe profile was maintained through all portions of testing.	
<b>Comments of the tire/ground contact patch:</b> Tire/ground contact was maintained through all portions of testing.	

### 3. SAFETY



### RIGHT - HAND APPROACH



### LEFT - HAND APPROACH

## **4.1 PERFORMANCE - AN ACCELERATION, GRADEABILITY, AND TOP SPEED TEST**

### **4-I. TEST OBJECTIVE**

The objective of this test is to determine the acceleration, gradeability, and top speed capabilities of the bus.

### **4-II. TEST DESCRIPTION**

In this test, the bus will be operated at SLW on the skid pad at the PSBRTF. The bus will be accelerated at full throttle from a standstill to a maximum "geared" or "safe" speed as determined by the test driver. The vehicle speed is measured using a Correvit non-contacting speed sensor. The times to reach speed between ten mile per hour increments are measured and recorded using a stopwatch with a lap timer. The time to speed data will be recorded on the Performance Data Form and later used to generate a speed vs. time plot and gradeability calculations.

### **4-III. DISCUSSION**

This test consists of three runs in both the clockwise and counterclockwise directions on the Test Track. Velocity versus time data is obtained for each run and results are averaged together to minimize any test variability which might be introduced by wind or other external factors. The test was performed up to a maximum speed of 50 mph. The fitted curve of velocity vs. time is attached, followed by the calculated gradeability results. The average time to obtain 50 mph was 17.92 seconds.

## PERFORMANCE DATA FORM

Bus Number: 1014	Date: 2-16-11
Personnel: C.S., B.L. & S.C.	
Temperature (°F): 38	Humidity (%): 35
Wind Direction: S	Wind Speed (mph): 10
Barometric Pressure (in.Hg): 30.19	
Air Conditioning compressor-OFF	✓ Checked
Ventilation fans-ON HIGH	✓ Checked
Heater pump motor-Off	✓ Checked
Defroster-OFF	✓ Checked
Exterior and interior lights-ON	✓ Checked
Windows and doors-CLOSED	✓ Checked

<b>ACCELERATION, GRADEABILITY, TOP SPEED</b>			
Counter Clockwise Recorded Interval Times			
Speed	Run 1	Run 2	Run 3
10 mph	3.69	3.29	3.35
20 mph	5.98	5.51	5.67
30 mph	8.48	8.39	8.57
40 mph	12.73	12.61	12.73
Top Test Speed(mph) 50	18.63	17.98	18.39
Clockwise Recorded Interval Times			
Speed	Run 1	Run 2	Run 3
10 mph	3.51	3.20	3.48
20 mph	5.64	5.55	5.83
30 mph	8.23	8.14	8.17
40 mph	12.01	11.92	12.01
Top Test Speed(mph) 50	17.69	17.23	17.58

PERFORMANCE SUMMARY SHEET

BUS MANUFACTURER :Supreme Corp. Startr      BUS NUMBER :1014  
 BUS MODEL            :Senator HD Cutaway            TEST DATE :02/16/11

TEST CONDITIONS :

-----  
 TEMPERATURE (DEG F )            : 38.0  
 WIND DIRECTION                    : S  
 WIND SPEED (MPH)                 : 10.0  
 HUMIDITY (%)                      : 35  
 BAROMETRIC PRESSURE (IN. HG) : 30.2  
 -----

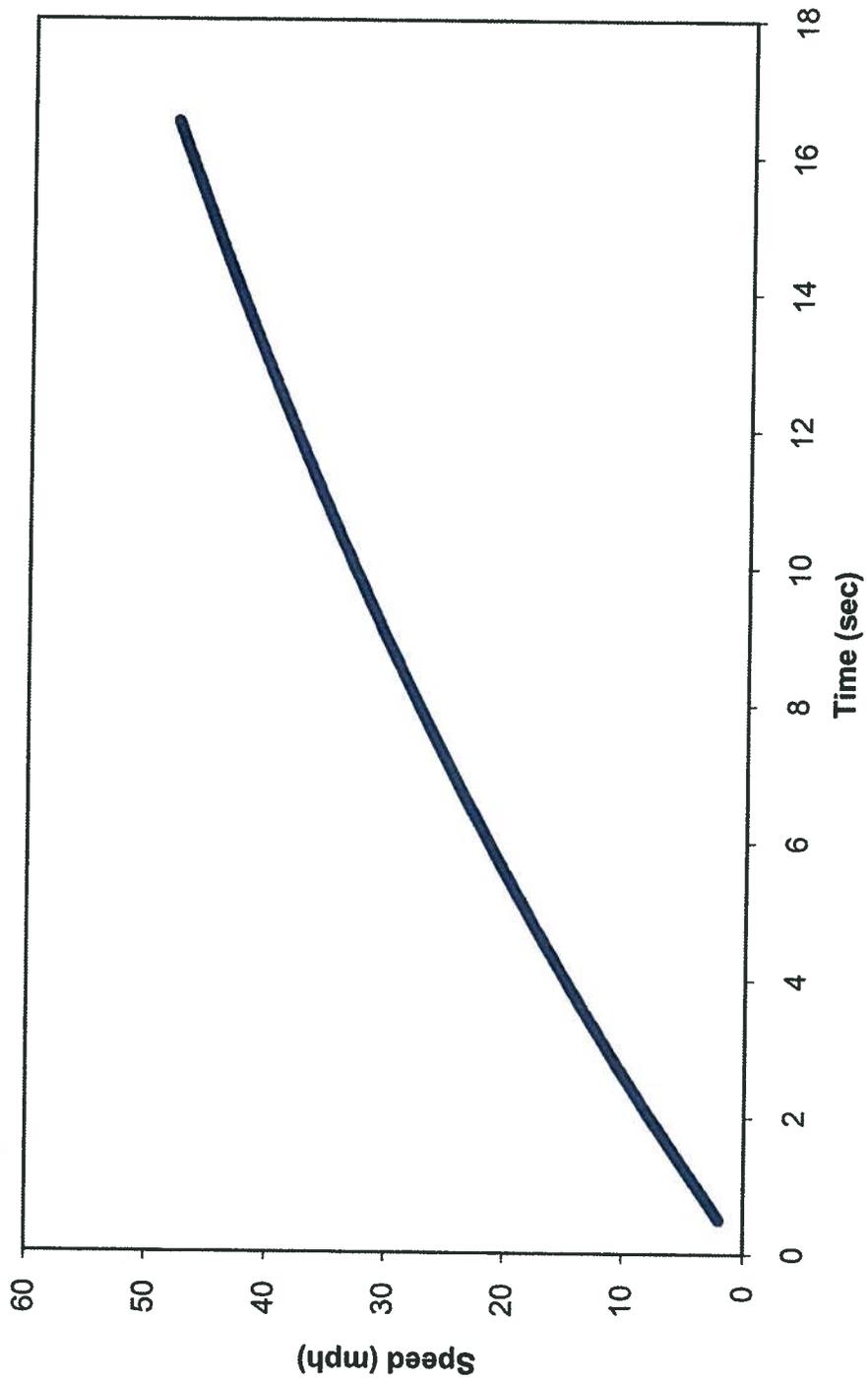
VEHICLE SPEED (MPH)	AVERAGE TIME (SEC)		
	CCW DIRECTION	CW DIRECTION	TOTAL
10.0	3.44	3.40	3.42
20.0	5.72	5.67	5.70
30.0	8.48	8.18	8.33
40.0	12.69	11.98	12.34
50.0	18.33	17.50	17.92

TEST SUMMARY :

VEHICLE SPEED (MPH)	TIME (SEC)	ACCELERATION (FT/SEC^2)	MAX. GRADE (%)
1.0	.25	5.9	18.7
5.0	1.26	5.7	17.8
10.0	2.60	5.3	16.8
15.0	4.02	5.0	15.7
20.0	5.53	4.7	14.7
25.0	7.16	4.4	13.6
30.0	8.91	4.0	12.7
35.0	10.79	3.7	11.7
40.0	12.84	3.4	10.8
45.0	15.06	3.2	9.8
50.0	17.50	2.9	9.0

NOTE : Gradeability results were calculated from performance  
 ----- test data. Actual sustained gradeability performance  
 for vehicles equipped with auto transmission may be  
 lower than the values indicated here.

**Velocity vs. Time  
Supreme Corp./Startrans & #1014**



## 4.0 PERFORMANCE

### 4.2 Performance - Bus Braking

#### 4.2 I. TEST OBJECTIVE

The objective of this test is to provide, for comparison purposes, braking performance data on transit buses produced by different manufacturers.

#### 4.2 II. TEST DESCRIPTION

The testing will be conducted at the PTI Test Track skid pad area. Brake tests will be conducted after completion of the GVW portion of the vehicle durability test. At this point in testing the brakes have been subjected to a large number of braking snubs and will be considered well burnished. Testing will be performed when the bus is fully loaded at its GVW. All tires on each bus must be representative of the tires on the production model vehicle

The brake testing procedure comprises three phases:

1. Stopping distance tests
  - i. Dry surface (high-friction, Skid Number within the range of 70-76)
  - ii. Wet surface (low-friction, Skid Number within the range of 30-36)
2. Stability tests
3. Parking brake test

#### **Stopping Distance Tests**

The stopping distance phase will evaluate service brake stops. All stopping distance tests on dry surface will be performed in a straight line and at the speeds of 20, 30, 40 and 45 mph. All stopping distance tests on wet surface will be performed in straight line at speed of 20 mph.

The tests will be conducted as follows:

1. **Uniform High Friction Tests:** Four maximum deceleration straight-line brake applications each at 20, 30, 40 and 45 mph, to a full stop on a uniform high-friction surface in a 3.66-m (12-ft) wide lane.
2. **Uniform Low Friction Tests:** Four maximum deceleration straight-line brake applications from 20 mph on a uniform low friction surface in a 3.66-m (12-ft) wide lane.

When performing service brake stops for both cases, the test vehicle is accelerated on the bus test lane to the speed specified in the test procedure and this speed is maintained into the skid pad area. Upon entry of the appropriate lane of the skid pad area, the vehicle's service brake is applied to stop the vehicle as quickly as

possible. The stopping distance is measured and recorded for both cases on the test data form. Stopping distance results on dry and wet surfaces will be recorded and the average of the four measured stopping distances will be considered as the measured stopping distance. Any deviation from the test lane will be recorded.

### **Stability Tests**

This test will be conducted in both directions on the test track. The test consists of four maximum deceleration, straight-line brake applications on a surface with split coefficients of friction (i.e., the wheels on one side run on high-friction SN 70-76 or more and the other side on low-friction [where the lower coefficient of friction should be less than half of the high one] at initial speed of 30 mph).

(I) The performance of the vehicle will be evaluated to determine if it is possible to keep the vehicle within a 3.66m (12 ft) wide lane, with the dividing line between the two surfaces in the lane's center. The steering wheel input angle required to keep the vehicle in the lane during the maneuver will be reported.

### **Parking Brake Test**

The parking brake phase utilizes the brake slope, which has a 20% grade. The test vehicle, at its GVW, is driven onto the brake slope and stopped. With the transmission in neutral, the parking brake is applied and the service brake is released. The test vehicle is required to remain stationary for five minutes. The parking brake test is performed with the vehicle facing uphill and downhill.

## **4.2-III. DISCUSSION**

The Stopping Distance phase of the Brake Test was completed with the following results; for the Uniform High Friction Test average stopping distances were 27.79' at 20 mph, 55.75' at 30 mph, 94.84' at 40 mph and 126.57' at 45 mph. The average stopping distance for the Uniform Low Friction Test was 24.33'. There was no deviation from the test lane during the performance of the Stopping Distance phase.

During the Stability phase of Brake Testing the test bus experienced no deviation from the test lane but did experience pull to the left during both approaches to the Split Friction Road surface.

The Parking Brake phase was completed with the test bus maintaining the parked position for the full five minute period with no slip or roll observed in both the uphill and downhill positions.

**Table 4.2-6. Braking Test Data Forms**

Bus Number: 1014	Date: 2-17-11
Personnel: T.W., B.L. & S.C.	
Amb. Temperature (°F): 49.6	Wind Speed (mph): Calm
Wind Direction: Calm	

TIRE INFLATION PRESSURE (psi): 95				
Tire Type: Front: Michelin XRV 225 70R 19.5    Rear: Michelin XRV 225 70R 19.5				
	Left Tire(s)		Right Tire(s)	
Front	95		95	
	Inner	Outer	Inner	Outer
Rear	95	95	95	95
Rear	N/A	N/A	N/A	N/A

AXLE LOADS (lb)		
	Left	Right
Front	2,420	2,640
Rear	7,610	7,780

FINAL INSPECTION	
Bus Number: 1014	Date: 2-17-11
Personnel: B.L. & S.C.	

**Table 4.2-7. Record of All Braking System Faults/Repairs.**

<b>Date</b>	<b>Personnel</b>	<b>Fault/Repair</b>	<b>Description</b>
2-17-11		None noted.	

**Table 4.2-8.1. Stopping Distance Test Results Form**

Stopping Distance (ft)					
Vehicle Direction	CCW	CCW	CW	CW	
Speed (mph)	Stop 1	Stop 2	Stop 3	Stop 4	Average
20 (dry)	28.14	24.38	30.39	28.22	27.79
30 (dry)	49.44	57.90	53.24	62.39	55.75
40 (dry)	99.14	97.10	93.07	90.03	94.84
45 (dry)	123.08	139.20	123.24	120.73	126.57
20 (wet)	25.27	23.55	25.24	23.26	24.33

**Table 4.2-8.2. Stability Test Results Form**

Stability Test Results (Split Friction Road surface)		
Vehicle Direction	Attempt	Maximum Steering Wheel Angle correction (deg) & Remarks
CW	1	Yes
	2	Yes
CCW	1	Yes
	2	Yes

**Table 4.2-8.3. Parking Brake Test Form**

PARKING BRAKE (Fully Loaded) - GRADE HOLDING						
Vehicle Direction	Attempt	Hold Time (min)	Slide (in)	Roll (in)	Did Hold	No Hold
Front up	1	5 min.			X	
	2					
	3					
Front down	1	5 min.			X	
	2					
	3					

## 5. STRUCTURAL INTEGRITY

### 5.1 STRUCTURAL STRENGTH AND DISTORTION TESTS - STRUCTURAL SHAKEDOWN TEST

#### 5.1-I. DISCUSSION

The objective of this test is to determine certain static characteristics (e.g., bus floor deflection, permanent structural deformation, etc.) under static loading conditions.

#### 5.1-II. TEST DESCRIPTION

In this test, the bus will be isolated from the suspension by blocking the vehicle under the suspension points. The bus will then be loaded and unloaded up to a maximum of three times with a distributed load equal to 2.5 times gross load. Gross load is 150 lb for every designed passenger seating position, for the driver, and for each 1.5 sq ft of free floor space. For a distributed load equal to 2.5 times gross load, place a 375-lb load on each seat and on every 1.5 sq ft of free floor space. The first loading and unloading sequence will "settle" the structure. Bus deflection will be measured at several locations during the loading sequences.

#### 5.1-III. DISCUSSION

This test was performed based on a maximum passenger capacity of 40 people including the driver and 2 wheelchair positions. The resulting test load is  $(40 \times 375 \text{ lb}) = 15,000 \text{ lbs} + 1,200 \text{ lbs}$  (2 wheelchair positions) = 16,200 lbs. The load is distributed evenly over the passenger space. Deflection data before and after each loading and unloading sequence is provided on the Structural Shakedown Data Form.

The unloaded height after each test becomes the original height for the next test. Some initial settling is expected due to undercoat compression, etc. After each loading cycle, the deflection of each reference point is determined. The bus is then unloaded and the residual (permanent) deflection is recorded. On the final test, the maximum loaded deflection was 0.282 inches at reference points 4 and 5. The maximum permanent deflection after the final loading sequence ranged from 0.001 inches at reference points 2 and 11 to 0.005 inches at reference point 7.

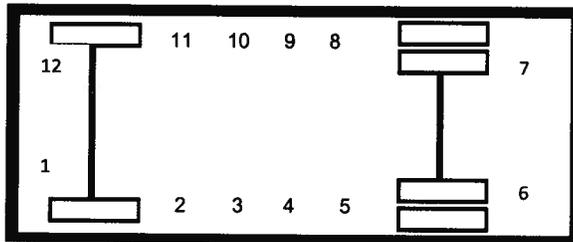
### STRUCTURAL SHAKEDOWN DATA FORM

Bus Number: 1014	Date: 10-25-10
Personnel: B.L., E.L. & E.D.	Temperature (°F): 55
Loading Sequence: <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3   (check one) Test Load (lbs): 16,200 (40 passengers & 2 wheelchair positions)	

Indicate Approximate Location of Each Reference Point

Right

Front  
of  
Bus



Left

Top View

Reference Point No.	A (in) Original Height	B (in) Loaded Height	B-A (in) Loaded Deflection	C (in) Unloaded Height	C-A (in) Permanent Deflection
1	0	-.213	-.213	-.008	-.008
2	0	.121	.121	.014	.014
3	0	.228	.228	.020	.020
4	0	.291	.291	.026	.026
5	0	.293	.293	.026	.026
6	0	.139	.139	.006	.006
7	0	.064	.064	-.006	-.006
8	0	.297	.297	.023	.023
9	0	.293	.293	.024	.024
10	0	.221	.221	.013	.013
11	0	.121	.121	.009	.009
12	0	-.218	-.218	-.014	-.014

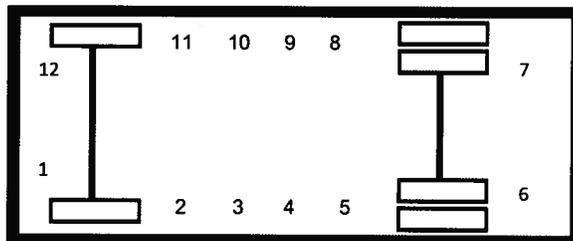
### STRUCTURAL SHAKEDOWN DATA FORM

Bus Number: 1014	Date: 10-28-10
Personnel: B.L., T.S. & E.D.	Temperature (°F):
Loading Sequence: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3   (check one) Test Load (lbs): 16,200 (40 passengers & 2 wheelchair positions)	

Indicate Approximate Location of Each Reference Point

Right

Front  
of  
Bus



Left

Top View

Reference Point No.	A (in) Original Height	B (in) Loaded Height	B-A (in) Loaded Deflection	C (in) Unloaded Height	C-A (in) Permanent Deflection
1	-.008	-.203	-.195	-.006	.002
2	.014	.134	.120	.015	.001
3	.020	.244	.224	.023	.003
4	.026	.308	.282	.030	.004
5	.026	.308	.282	.030	.004
6	.006	.128	.122	.008	.002
7	-.006	.044	.050	-.001	.005
8	.023	.298	.275	.026	.003
9	.024	.297	.273	.027	.003
10	.013	.226	.213	.015	.002
11	.009	.125	.116	.010	.001
12	-.014	-.191	-.177	-.011	.003

## 5.1 STRUCTURAL SHAKEDOWN TEST



**BUS LOADED TO 2.5 TIMES GVL  
(16,200 LBS)**

## 5.2 STRUCTURAL STRENGTH AND DISTORTION TESTS - STRUCTURAL DISTORTION

### 5.2-I. TEST OBJECTIVE

The objective of this test is to observe the operation of the bus subsystems when the bus is placed in a longitudinal twist simulating operation over a curb or through a pothole.

### 5.2-II. TEST DESCRIPTION

With the bus loaded to GVWR, each wheel of the bus will be raised (one at a time) to simulate operation over a curb and the following will be inspected:

1. Body
2. Windows
3. Doors
4. Roof vents
5. Special seating
6. Undercarriage
7. Engine
8. Service doors
9. Escape hatches
10. Steering mechanism

Each wheel will then be lowered (one at a time) to simulate operation through a pothole and the same items inspected.

### 5.2-III. DISCUSSION

The test sequence was repeated ten times. The first and last test is with all wheels level. The other eight tests are with each wheel 6 inches higher and 6 inches lower than the other three wheels.

All doors, windows, escape mechanisms, engine, steering and handicapped devices operated normally throughout the test. The undercarriage and body indicated no deficiencies. Water leakage was observed during the test at the lower right corner of the windshield. The results of this test are indicated on the following data forms.

**DISTORTION TEST INSPECTION FORM**  
 (Note: Ten copies of this data sheet are required)

Bus Number: 1014	Date: 11-3-10
Personnel: E.D., E.L. & B.G.	Temperature(°F): 48

Wheel Position : (check one)		
All wheels level	<input checked="" type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
<input checked="" type="checkbox"/> Windows	No deficiencies.
<input checked="" type="checkbox"/> Front Doors	No deficiencies.
<input checked="" type="checkbox"/> Rear Doors	No deficiencies.
<input checked="" type="checkbox"/> Escape Mechanisms/ Roof Vents	No deficiencies.
<input checked="" type="checkbox"/> Engine	No deficiencies.
<input checked="" type="checkbox"/> Handicapped Device/ Special Seating	No deficiencies.
<input checked="" type="checkbox"/> Undercarriage	No deficiencies.
<input checked="" type="checkbox"/> Service Doors	No deficiencies.
<input checked="" type="checkbox"/> Body	No deficiencies.
<input checked="" type="checkbox"/> Windows/ Body Leakage	No deficiencies.
<input checked="" type="checkbox"/> Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
 (Note: Ten copies of this data sheet are required)

Bus Number: 1014	Date: 11-3-10
Personnel: E.D., E.L. & B.G.	Temperature(°F): 48

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.
■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
 (Note: Ten copies of this data sheet are required)

Bus Number: 1014	Date: 11-3-10
Personnel: E.D., E.L. & B.G.	Temperature(°F): 48

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.
■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
 (Note: Ten copies of this data sheet are required)

Bus Number: 1014	Date: 11-3-10
Personnel: E.D., E.L. & B.G.	Temperature(°F): 48

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.
■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
 (Note: Ten copies of this data sheet are required)

Bus Number: 1014	Date: 11-3-10
Personnel: E.D., E.L. & B.G.	Temperature(°F): 48

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input checked="" type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.
■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
 (Note: Ten copies of this data sheet are required)

Bus Number: 1014	Date: 11-3-10
Personnel: E.D., E.L. & B.G.	Temperature(°F): 48

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.
■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
 (Note: Ten copies of this data sheet are required)

Bus Number: 1014	Date: 11-3-10
Personnel: E.D., E.L. & B.G.	Temperature(°F): 48

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	No deficiencies.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.
■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
 (Note: Ten copies of this data sheet are required)

Bus Number: 1014	Date: 11-3-10
Personnel: E.D., E.L. & B.G.	Temperature(°F): 48

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	Right lower corner of the windshield is leaking.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.
■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
 (Note: Ten copies of this data sheet are required)

Bus Number: 1014	Date: 11-3-10
Personnel: E.D., E.L. & B.G.	Temperature(°F): 48

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input checked="" type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	Right lower corner of the windshield is leaking.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.
■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

**DISTORTION TEST INSPECTION FORM**  
 (Note: Ten copies of this data sheet are required)

Bus Number: 1014	Date: 11-3-10
Personnel: E.D., E.L. & B.G.	Temperature(°F): 48

Wheel Position : (check one)		
All wheels level	<input type="checkbox"/> before	<input checked="" type="checkbox"/> after
Left front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right front	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Right rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower
Left rear	<input type="checkbox"/> 6 in higher	<input type="checkbox"/> 6 in lower

	Comments
■ Windows	Right lower corner of the windshield is leaking.
■ Front Doors	No deficiencies.
■ Rear Doors	No deficiencies.
■ Escape Mechanisms/ Roof Vents	No deficiencies.
■ Engine	No deficiencies.
■ Handicapped Device/ Special Seating	No deficiencies.
■ Undercarriage	No deficiencies.
■ Service Doors	No deficiencies.
■ Body	No deficiencies.
■ Windows/ Body Leakage	No deficiencies.
■ Steering Mechanism	No deficiencies.

## 5.2 STRUCTURAL DISTORTION TEST



**RIGHT FRONT WHEEL SIX INCHES HIGHER**



**LEFT REAR WHEEL SIX INCHES HIGHER**

## **5.3 STRUCTURAL STRENGTH AND DISTORTION TESTS - STATIC TOWING TEST**

### **5.3-I. TEST OBJECTIVE**

The objective of this test is to determine the characteristics of the bus towing mechanisms under static loading conditions.

### **5.3-II. TEST DESCRIPTION**

Utilizing a load-distributing yoke, a hydraulic cylinder is used to apply a static tension load equal to 1.2 times the bus curb weight. The load will be applied to both the front and rear, if applicable, towing fixtures at an angle of 20 degrees with the longitudinal axis of the bus, first to one side then the other in the horizontal plane, and then upward and downward in the vertical plane. Any permanent deformation or damage to the tow eyes or adjoining structure will be recorded.

### **5.3-III. DISCUSSION**

The load-distributing yoke was incorporated as the interface between the Static Tow apparatus and the test bus tow hook/eyes. The front test was performed to the full target test weight of 16,224 lbs (1.2 x 13,520 lbs CW). No damage or deformation was observed during all four pulls of the test. The manufacturer does not recommend towing from the rear, therefore a rear test was not performed.

### STATIC TOWING TEST DATA FORM

Bus Number: 1014	Date: 2-24-11
Personnel: T.S., J.P., E.L. & E.D.	Temperature (°F): 36

<b>Inspect right front tow eye and adjoining structure.</b>
<b>Comments:</b> No damage or deformation observed.
<b>Check the torque of all bolts attaching tow eye and surrounding structure.</b>
<b>Comments:</b> Welds inspected.
<b>Inspect left tow eye and adjoining structure.</b>
<b>Comments:</b> No damage or deformation observed.
<b>Check the torque of all bolts attaching tow eye and surrounding structure.</b>
<b>Comments:</b> Welds inspected.
<b>Inspect right rear tow eye and adjoining structure.</b>
<b>Comments:</b> N/A
<b>Check the torque of all bolts attaching tow eye and surrounding structure.</b>
<b>Comments:</b> N/A
<b>Inspect left rear tow eye and adjoining structure.</b>
<b>Comments:</b> N/A
<b>Check the torque of all bolts attaching tow eye and surrounding structure.</b>
<b>Comments:</b> N/A
<b>General comments of any other structure deformation or failure:</b> All four front pulls were completed to the full target test load of 16,224 lbs (1.2 x 13,520 CW). No damage or deformation was observed. The manufacturer does not recommend towing from the rear, therefore a rear test was not performed.

### 5.3 STATIC TOWING TEST



**FRONT 20° UPWARD PULL**



**FRONT 20° DOWN PULL**

### 5.3 STATIC TOWING TEST CONT.



**FRONT 20° LEFT PULL**



**FRONT 20° RIGHT PULL**

## **5.4 STRUCTURAL STRENGTH AND DISTORTION TESTS - DYNAMIC TOWING TEST**

### **5.4-I. TEST OBJECTIVE**

The objective of this test is to verify the integrity of the towing fixtures and determine the feasibility of towing the bus under manufacturer specified procedures.

### **5.4-II. TEST DESCRIPTION**

This test requires the bus be towed at curb weight using the specified equipment and instructions provided by the manufacturer and a heavy-duty wrecker. The bus will be towed for 5 miles at a speed of 20 mph for each recommended towing configuration. After releasing the bus from the wrecker, the bus will be visually inspected for any structural damage or permanent deformation. All doors, windows and passenger escape mechanisms will be inspected for proper operation.

### **5.4-III. DISCUSSION**

The bus was towed using a heavy-duty wrecker. The towing interface was accomplished by incorporating a hydraulic under lift. A front lift tow was performed. Rear towing is not recommended. No problems, deformation, or damage was noted during testing.

## DYNAMIC TOWING TEST DATA FORM

Bus Number: 1014	Date: 2-24-11
Personnel: T.S., E.D. & E.L.	

Temperature (°F): 36	Humidity (%): 77
Wind Direction: SW	Wind Speed (mph): 3
Barometric Pressure (in.Hg): 29.97	

<b>Inspect tow equipment-bus interface.</b>
<b>Comments:</b> A safe and adequate connection was made between the tow equipment and the test bus.
<b>Inspect tow equipment-wrecker interface.</b>
<b>Comments:</b> A safe and adequate connection was made between the tow equipment and the wrecker.
<b>Towing Comments:</b> A front lift tow was performed incorporating a hydraulic under lift wrecker.
<b>Description and location of any structural damage:</b> None noted.
<b>General Comments:</b> No problems with the tow or towing interface were encountered.

## 5.4 DYNAMIC TOWING TEST



**TOWING INTERFACE**



**TEST BUS IN TOW**

## 5.5 STRUCTURAL STRENGTH AND DISTORTION TESTS – JACKING TEST

### 5.5-I. TEST OBJECTIVE

The objective of this test is to inspect for damage due to the deflated tire, and determine the feasibility of jacking the bus with a portable hydraulic jack to a height sufficient to replace a deflated tire.

### 5.5-II. TEST DESCRIPTION

With the bus at curb weight, the tire(s) at one corner of the bus are replaced with deflated tire(s) of the appropriate type. A portable hydraulic floor jack is then positioned in a manner and location specified by the manufacturer and used to raise the bus to a height sufficient to provide 3-in clearance between the floor and an inflated tire. The deflated tire(s) are replaced with the original tire(s) and the hack is lowered. Any structural damage or permanent deformation is recorded on the test data sheet. This procedure is repeated for each corner of the bus.

### 5.5-III. DISCUSSION

The jack used for this test has a minimum height of 8.75 inches. During the deflated portion of the test, the jacking point clearances ranged from 6.7 inches to 16.7 inches. No deformation or damage was observed during testing. A complete listing of jacking point clearances is provided in the Jacking Test Data Form.

### JACKING CLEARANCE SUMMARY

Condition	Frame Point Clearance
Front axle – one tire flat	16.6"
Rear axle – one tire flat	16.5"
Rear axle – two tires flat	14.6"

## JACKING TEST DATA FORM

Bus Number: 1014	Date: 10/19/10
Personnel: B.L., E.D. & E.L.	Temperature (°F): 50

Record any permanent deformation or damage to bus as well as any difficulty encountered during jacking procedure.

Deflated Tire	Jacking Pad Clearance Body/Frame (in)	Jacking Pad Clearance Axle/Suspension (in)	Comments
Right front	18.3" I 16.7" D	8.5" I 6.8" D	
Left front	18.3" I 16.6" D	8.5" I 6.7" D	
Right rear—outside	16.9" I 16.5" D	9.5" I 9.2" D	
Right rear—both	16.9" I 14.6" D	9.5" I 7.6" D	
Left rear—outside	17.0" I 16.7" D	9.4" I 9.1" D	
Left rear—both	17.0" I 14.8" D	9.4" I 7.6" D	
Right middle or tag—outside	NA	NA	
Right middle or tag—both	NA	NA	
Left middle or tag—outside	NA	NA	
Left middle or tag—both	NA	NA	
<b>Additional comments of any deformation or difficulty during jacking:</b>			

## **5.6 STRUCTURAL STRENGTH AND DISTORTION TESTS - HOISTING TEST**

### **5.6-I. TEST OBJECTIVE**

The objective of this test is to determine possible damage or deformation caused by the jack/stands.

### **5.6-II. TEST DESCRIPTION**

With the bus at curb weight, the front end of the bus is raised to a height sufficient to allow manufacturer-specified placement of jack stands under the axles or jacking pads independent of the hoist system. The bus will be checked for stability on the jack stands and for any damage to the jacking pads or bulkheads. The procedure is repeated for the rear end of the bus. The procedure is then repeated for the front and rear simultaneously.

### **5.6-III. DISCUSSION**

The test was conducted using four posts of a six-post electric lift and standard 19 inch jack stands. The bus was hoisted from the front wheel, rear wheel, and then the front and rear wheels simultaneously and placed on jack stands.

The bus easily accommodated the placement of the vehicle lifts and jack stands and the procedure was performed without any instability noted.

## HOISTING TEST DATA FORM

Bus Number: 1014	Date: 10-19-10
Personnel: B.L., E.D.& E.L.	Temperature (°F): 50

<b>Comments of any structural damage to the jacking pads or axles while both the front wheels are supported by the jack stands:</b>
None noted.
<b>Comments of any structural damage to the jacking pads or axles while both the rear wheels are supported by the jack stands:</b>
None noted.
<b>Comments of any structural damage to the jacking pads or axles while both the front and rear wheels are supported by the jack stands:</b>
None noted.

## 5.7 STRUCTURAL DURABILITY TEST

### 5.7-I. TEST OBJECTIVE

The objective of this test is to perform an accelerated durability test that approximates up to 25 percent of the service life of the vehicle.

### 5.7-II. TEST DESCRIPTION

The test vehicle is driven a total of 7,500 miles; approximately 5,000 miles on the PSBRTF Durability Test Track and approximately 2,500 miscellaneous other miles. The test will be conducted with the bus operated under three different loading conditions. The first segment will consist of approximately 3,000 miles with the bus operated at GVW. The second segment will consist of approximately 1,500 miles with the bus operated at SLW. The remainder of the test, approximately 3,000 miles, will be conducted with the bus loaded to CW. If GVW exceeds the axle design weights, then the load will be adjusted to the axle design weights and the change will be recorded. All subsystems are run during these tests in their normal operating modes. All recommended manufacturers servicing is to be followed and noted on the vehicle maintainability log. Servicing items accelerated by the durability tests will be compressed by 10:1; all others will be done on a 1:1 mi/mi basis. Unscheduled breakdowns and repairs are recorded on the same log as are any unusual occurrences as noted by the driver. Once a week the test vehicle shall be washed down and thoroughly inspected for any signs of failure.

### 5.7-III. DISCUSSION

The Structural Durability Test was started on November 3, 2010 and was conducted until January 7, 2011. The first 3,000 miles were performed at a GVW of 20,500 lbs. and completed on November 15, 2010. **Note: at GVL the load is 684 lbs over the rear GAWR and 1000 lbs over the GVWR.** The next 1,500 mile SLW segment was performed at 18,350 lbs and completed on November 22, 2010, and the final 3,000 mile segment was performed at a CW of 19,500 lbs and completed on January 7, 2011.

The following mileage summary presents the accumulation of miles during the Structural Durability Test. The driving schedule is included, showing the operating duty cycle. A detailed plan view of the Test Track Facility and Durability Test Track are attached for reference. Also, a durability element profile detail shows all the measurements of the different conditions. Finally, photographs illustrating some of the failures that were encountered during the Structural Durability Test are included.

**SUPREME TEST BUS #1014**

**MILEAGE DRIVEN/RECORDED FROM DRIVER'S LOGS**

<b>DATE</b>	<b>TOTAL DURABILITY TRACK</b>	<b>TOTAL OTHER MILES</b>	<b>TOTAL</b>
11/1/10 TO 11/07/10	545.00	142.00	687.00
11/8/10 TO 11/14/10	1243.00	127.00	1370.00
11/15/10 TO 11/21/10	1163.00	163.00	1326.00
11/22/10 TO 11/28/10	828.00	92.00	920.00
11/29/10 TO 12/05/10	824.00	101.00	925.00
12/6/10 TO 12/12/10	397.00	1162.00	1559.00
12/13/10 TO 12/19/10	0.00	409.00	409.00
12/20/10 TO 12/26/10	0.00	0.00	0.00
12/27/10 TO 01/02/11	0.00	0.00	0.00
1/3/11 TO 01/09/11	0.00	307.00	307.00
<b>TOTAL</b>	<b>5000.00</b>	<b>2503.00</b>	<b>7503.00</b>

Table 4. Driving Schedule for Bus Operation on the Durability Test Track.

STANDARD OPERATING SCHEDULE

Monday through Friday		
	HOUR	ACTION
Shift 1	midnight	D
	1:40 am	C
	1:50 am	B
	2:00 am	D
	3:35 am	C
	3:45 am	B
	4:05 am	D
	5:40 am	C
	5:50 am	B
	6:00 am	D
	7:40 am	C
	7:50 am	F
	Shift 2	8:00 am
9:40 am		C
9:50 am		B
10:00 am		D
11:35 am		C
11:45 am		B
12:05 pm		D
1:40 pm		C
1:50 pm		B
2:00 pm		D
3:40 pm		C
3:50 pm		F
Shift 3		4:00 pm
	5:40 pm	C
	5:50 pm	B
	6:00 pm	D
	7:40 pm	C
	7:50 pm	B
	8:05 pm	D
	9:40 pm	C
	9:50 pm	B
	10:00 pm	D
	11:40 pm	C
	11:50 pm	F

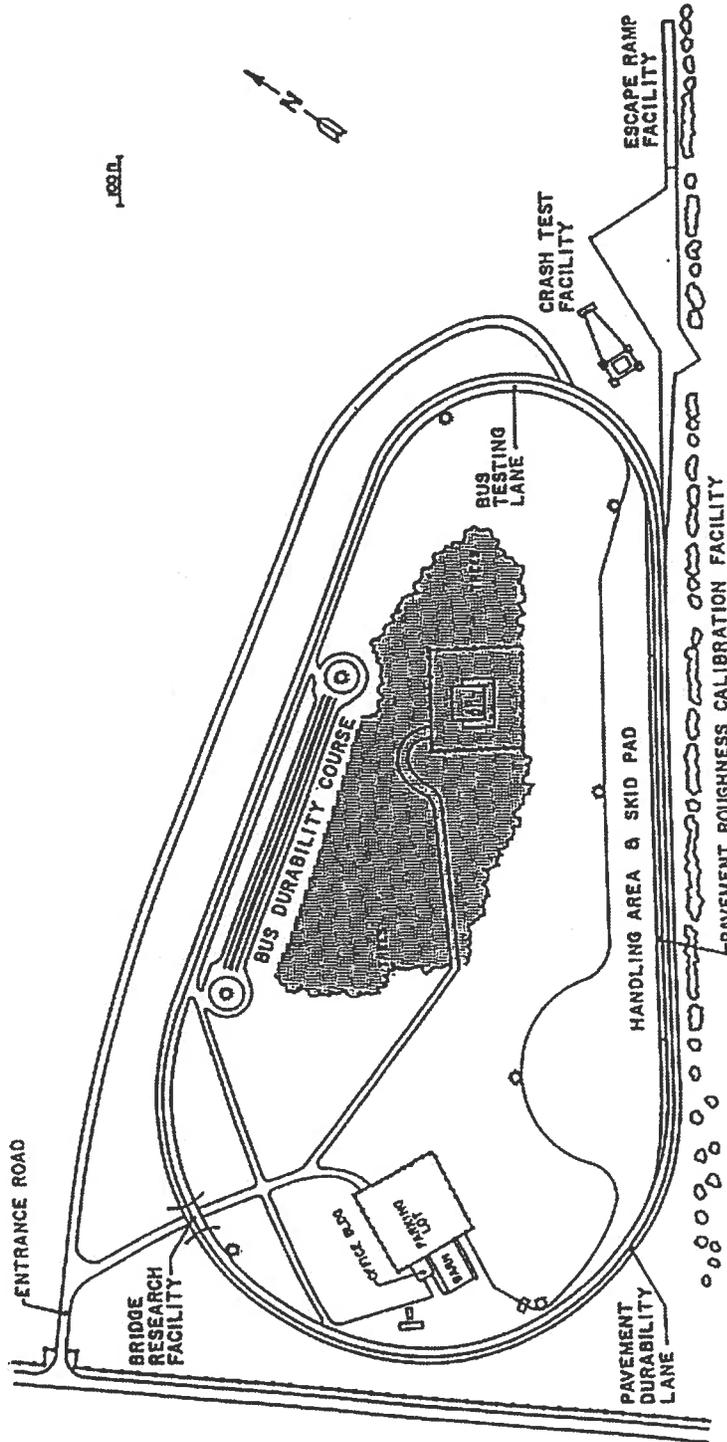
B—Break

C—Cycle all systems five times, visual inspection, driver's log entries

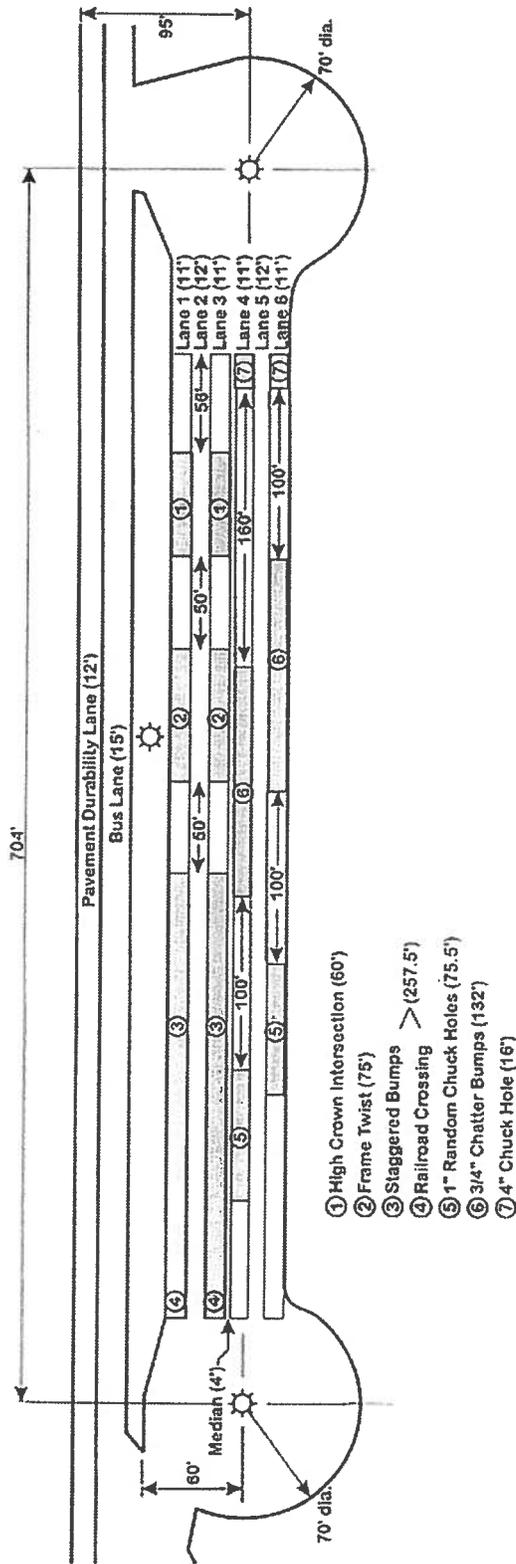
D—Drive bus as specified by procedure

F—Fuel bus, complete driver's log shift entries

# “PLAN VIEW OF PENN STATE BUS TESTING AND RESEARCH FACILITY”



BUS TESTING AND RESEARCH TEST TRACK  
UNIVERSITY PARK, PA

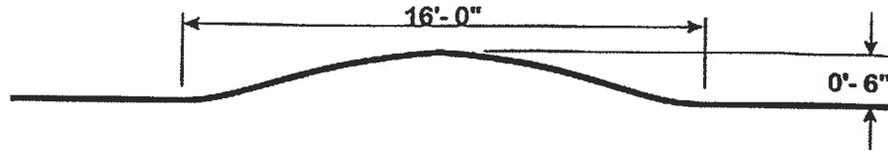


Plan View

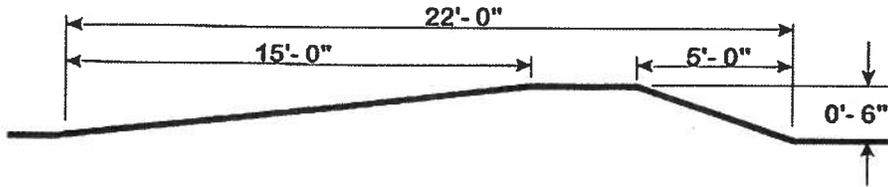
# Vehicle Durability Test Track

The Pennsylvania Transportation Institute  
Penn State

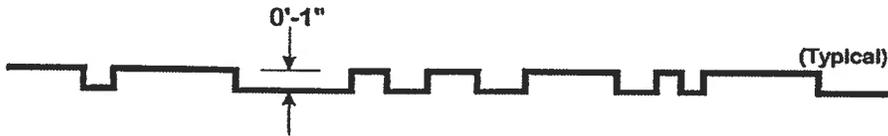
Staggered  
Bumps  
(10 mph)



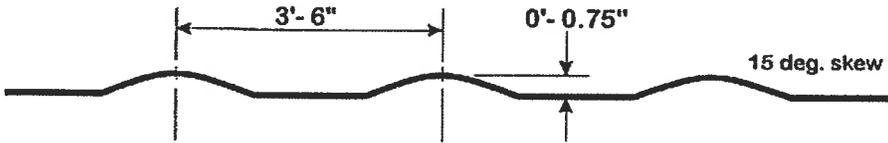
Railroad  
Crossing  
(8 mph)



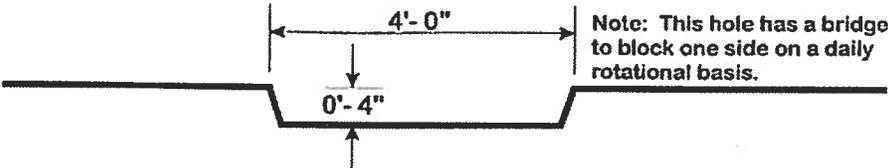
1" Random  
Chuck Holes  
(20 mph)



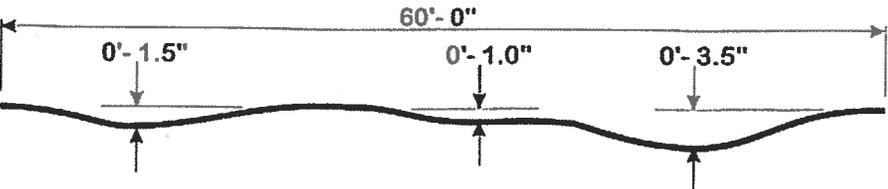
Chatter Bumps  
(20 mph)



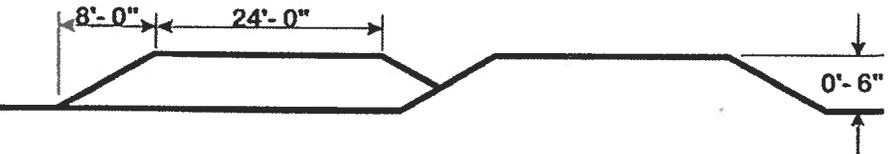
4" Chuck Hole  
(5 mph)



High Crown  
Intersection  
(20 mph)



Frame Twist  
(10 mph)



## Durability Element Profiles

The Pennsylvania Transportation Institute  
Penn State

(Page 1 of 1)  
**UNSCHEDULED MAINTENANCE**  
**Supreme Bus #1014**

DATE	TEST MILES	SERVICE	ACTIVITY	MAN HOURS	DOWN TIME
12-02-10	4,856	The rear CNG tank manifold shield is broken at the mounting bolt area.	Removed manifold shield.	1.00	1.00
12-08-10	5,966	Troubleshoot for loss of power and engine miss. Found code P0209 injector circuit open, cylinder #9.	Located and repaired loose terminal at the injector connector.	2.00	1.00

## **6. FUEL ECONOMY TEST - A FUEL CONSUMPTION TEST USING AN APPROPRIATE OPERATING CYCLE**

### **6-I. TEST OBJECTIVE**

The objective of this test is to provide accurate comparable fuel consumption data on transit buses produced by different manufacturers. This fuel economy test bears no relation to the calculations done by the Environmental Protection Agency (EPA) to determine levels for the Corporate Average Fuel Economy Program. EPA's calculations are based on tests conducted under laboratory conditions intended to simulate city and highway driving. This fuel economy test, as designated here, is a measurement of the fuel expended by a vehicle traveling a specified test loop under specified operating conditions. The results of this test will not represent actual mileage but will provide data that can be used by recipients to compare buses tested by this procedure.

### **6-II. TEST DESCRIPTION**

This test requires operation of the bus over a course based on the Transit Coach Operating Duty Cycle (ADB Cycle) at seated load weight using a procedure based on the Fuel Economy Measurement Test (Engineering Type) For Trucks and Buses: SAE 1376 July 82. The procedure has been modified by elimination of the control vehicle and by modifications as described below. The inherent uncertainty and expense of utilizing a control vehicle over the operating life of the facility is impractical.

The fuel economy test will be performed as soon as possible (weather permitting) after the completion of the GVW portion of the structural durability test. It will be conducted on the bus test lane at the Penn State Test Facility. Signs are erected at carefully measured points which delineate the test course. A test run will comprise 3 CBD phases, 2 Arterial phases, and 1 Commuter phase. An electronic fuel measuring system will indicate the amount of fuel consumed during each phase of the test. The test runs will be repeated until there are at least two runs in both the clockwise and counterclockwise directions in which the fuel consumed for each run is within  $\pm 4$  percent of the average total fuel used over the 4 runs. A 20-minute idle consumption test is performed just prior to and immediately after the driven portion of the fuel economy test. The amount of fuel consumed while operating at normal/low idle is recorded on the Fuel Economy Data Form. This set of four valid runs along with idle consumption data comprise a valid test.

The test procedure is the ADB cycle with the following four modifications:

1. The ADB cycle is structured as a set number of miles in a fixed time in the following order: CBD, Arterial, CBD, Arterial, CBD, and Commuter. A separate idle fuel consumption measurement is performed at the beginning and end of the fuel economy test. This phase sequence permits the reporting of fuel consumption for each of these phases separately, making the data more useful to bus manufacturers and transit properties.
2. The operating profile for testing purposes shall consist of simulated transit type service at seated load weight. The three test phases (figure 6-1) are: a central business district (CBD) phase of 2 miles with 7 stops per mile and a top speed of 20 mph; an arterial phase of 2 miles with 2 stops per mile and a top speed of 40 mph; and a commuter phase of 4 miles with 1 stop and a maximum speed of 40 mph. At each designated stop the bus will remain stationary for seven seconds. During this time, the passenger doors shall be opened and closed.
3. The individual ADB phases remain unaltered with the exception that 1 mile has been changed to 1 lap on the Penn State Test Track. One lap is equal to 5,042 feet. This change is accommodated by adjusting the cruise distance and time.
4. The acceleration profile, for practical purposes and to achieve better repeatability, has been changed to "full throttle acceleration to cruise speed".

Several changes were made to the Fuel Economy Measurement Test (Engineering Type) For Trucks and Buses: SAE 1376 July 82:

1. Sections 1.1, and 1.2 only apply to diesel, gasoline, methanol, and any other fuel in the liquid state (excluding cryogenic fuels).

- 1.1 SAE 1376 July 82 requires the use of at least a 16-gal fuel tank. Such a fuel tank when full would weigh approximately 160 lb. It is judged that a 12-gal tank weighing approximately 120 lb will be sufficient for this test and much easier for the technician and test personnel to handle.

1.2 SAE 1376 July 82 mentions the use of a mechanical scale or a flow meter system. This test procedure uses a load cell readout combination that provides an accuracy of 0.5 percent in weight and permits on-board weighing of the gravimetric tanks at the end of each phase. This modification permits the determination of a fuel economy value for each phase as well as the overall cycle.

2. Section 2.1 applies to compressed natural gas (CNG), liquefied natural gas (LNG), cryogenic fuels, and other fuels in the vapor state.

2.1 A laminar type flow meter will be used to determine the fuel consumption. The pressure and temperature across the flow element will be monitored by the flow computer. The flow computer will use this data to calculate the gas flow rate. The flow computer will also display the flow rate (scfm) as well as the total fuel used (scf). The total fuel used (scf) for each phase will be recorded on the Fuel Economy Data Form.

3. Use both Sections 1 and 2 for dual fuel systems.

## FUEL ECONOMY CALCULATION PROCEDURE

### **A. For diesel, gasoline, methanol and fuels in the liquid state.**

The reported fuel economy is based on the following: measured test quantities-- distance traveled (miles) and fuel consumed (pounds); standard reference values-- density of water at 60°F (8.3373 lbs/gal) and volumetric heating value of standard fuel; and test fuel specific gravity (unitless) and volumetric heating value (BTU/gal). These combine to give a fuel economy in miles per gallon (mpg) which is corrected to a standard gallon of fuel referenced to water at 60°F. This eliminates fluctuations in fuel economy due to fluctuations in fuel quality. This calculation has been programmed into a computer and the data processing is performed automatically.

The fuel economy correction consists of three steps:

- 1.) Divide the number of miles of the phase by the number of pounds of fuel consumed

<u>phase</u>	<u>miles per phase</u>	<u>total miles per run</u>
CBD	1.9097	5.7291
ART	1.9097	3.8193
COM	3.8193	3.8193

$$FE_{o_{mi/lb}} = \text{Observed fuel economy} = \frac{\text{miles}}{\text{lb of fuel}}$$

- 2.) Convert the observed fuel economy to miles per gallon [mpg] by multiplying by the specific gravity of the test fuel  $G_s$  (referred to water) at 60°F and multiply by the density of water at 60°F

$$FE_{\text{mpg}} = FE_{\text{mi/lb}} \times G_s \times G_w$$

where  $G_s$  = Specific gravity of test fuel at 60°F (referred to water)  
 $G_w$  = 8.3373 lb/gal

- 3.) Correct to a standard gallon of fuel by dividing by the volumetric heating value of the test fuel ( $H$ ) and multiplying by the volumetric heating value of standard reference fuel ( $Q$ ). Both heating values must have the same units.

$$FE_c = FE_{\text{mpg}} \times \frac{Q}{H}$$

where

$H$  = Volumetric heating value of test fuel [BTU/gal]  
 $Q$  = Volumetric heating value of standard reference fuel

Combining steps 1-3 yields

$$\Rightarrow FE_c = \frac{\text{miles}}{\text{lbs}} \times (G_s \times G_w) \times \frac{Q}{H}$$

- 4.) Convert the fuel economy from mpg to an energy equivalent of miles per BTU. Since the number would be extremely small in magnitude, the energy equivalent will be represented as miles/BTU $\times 10^6$ .

$E_q$  = Energy equivalent of converting mpg to mile/BTU $\times 10^6$ .

$$E_q = ((\text{mpg})/(H)) \times 10^6$$

## B. CNG, LNG, cryogenic and other fuels in the vapor state.

The reported fuel economy is based on the following: measured test quantities-- distance traveled (miles) and fuel consumed (scf); density of test fuel, and volumetric heating value (BTU/lb) of test fuel at standard conditions ( $P=14.73$  psia and  $T=60$  EF).

These combine to give a fuel economy in miles per lb. The energy equivalent (mile/BTUx10<sup>6</sup>) will also be provided so that the results can be compared to buses that use other fuels.

- 1.) Divide the number of miles of the phase by the number of standard cubic feet (scf) of fuel consumed.

phase	miles per phase	total miles per run
CBD	1.9097	5.7291
ART	1.9097	3.8193
COM	3.8193	3.8193

$$FEO_{mi/scf} = \text{Observed fuel economy} = \frac{\text{miles}}{\text{scf of fuel}}$$

- 2.) Convert the observed fuel economy to miles per lb by dividing FEO by the density of the test fuel at standard conditions (Lb/ft<sup>3</sup>).

**Note: The density of test fuel must be determined at standard conditions as described above. If the density is not defined at the above standard conditions, then a correction will be needed before the fuel economy can be calculated.**

$$FEO_{mi/lb} = FEO / Gm$$

where Gm = Density of test fuel at standard conditions

- 3.) Convert the observed fuel economy (FEOmi/lb) to an energy equivalent of (miles/BTUx10<sup>6</sup>) by dividing the observed fuel economy (FEOmi/lb) by the heating value of the test fuel at standard conditions.

$$Eq = ((FEOmi/lb)/H) \times 10^6$$

where

Eq = Energy equivalent of miles/lb to mile/BTUx10<sup>6</sup>

H = Volumetric heating value of test fuel at standard conditions

### 6-III. DISCUSSION

This is a comparative test of fuel economy using CNG fuel with a heating value of 1,008.1 btu/lb. The driving cycle consists of Central Business District (CBD), Arterial (ART), and Commuter (COM) phases as described in 6-II. The fuel consumption for each driving cycle and for idle is measured separately. The results are corrected to a reference fuel with a volumetric heating value of 127,700.0 btu/gal.

An extensive pretest maintenance check is made including the replacement of all lubrication fluids. The details of the pretest maintenance are given in the first three Pretest Maintenance Forms. The fourth sheet shows the Pretest Inspection. The next sheet shows the correction calculation for the test fuel. The next four Fuel Economy Forms provide the data from the four test runs. Finally, the summary sheet provides the average fuel consumption. The overall average is based on total fuel and total mileage for each phase. The overall average fuel consumption values were; CBD – 1.08 M/lb, ART – 1.17 M/lb, and COM – 1.83 M/lb. Average fuel consumption at idle was 5.48 lb/hr (135.0 scf/hr).

## FUEL ECONOMY PRE-TEST MAINTENANCE FORM

Bus Number: 1014	Date: 3-29-11	SLW (lbs): 18,350
Personnel: S.C., B.L., E.L. & E.D.		

FUEL SYSTEM	OK	Date	Initials
Install fuel measurement system	✓	3/29/11	S.C. & B.L.
Replace fuel filter	✓	3/29/11	B.L.
Check for fuel leaks	✓	3/29/11	S.C.
Specify fuel type (refer to fuel analysis)	CNG		
Remarks: None noted.			
BRAKES/TIRES	OK	Date	Initials
Inspect hoses	✓	3/29/11	B.L.
Inspect brakes	✓	3/29/11	B.L.
Relube wheel bearings	✓	3/29/11	E.L.
Check tire inflation pressures (mfg. specs.)	✓	3/29/11	E.L.
Remarks: None noted.			
COOLING SYSTEM	OK	Date	Initials
Check hoses and connections	✓	3/29/11	E.D.
Check system for coolant leaks	✓	3/29/11	E.D.
Remarks: None noted.			

## FUEL ECONOMY PRE-TEST MAINTENANCE FORM (page 2)

Bus Number: 1014	Date: 3-29-11		
Personnel: S.C., B.L., E.L. & E.D.			
<b>ELECTRICAL SYSTEMS</b>	OK	Date	Initials
Check battery	✓	3/29/11	B.L.
Inspect wiring	✓	3/29/11	B.L.
Inspect terminals	✓	3/29/11	B.L.
Check lighting	✓	3/29/11	B.L.
Remarks: None noted.			
<b>DRIVE SYSTEM</b>	OK	Date	Initials
Drain transmission fluid	✓	3/29/11	E.L.
Replace filter/gasket	✓	3/29/11	E.L.
Check hoses and connections	✓	3/29/11	E.D.
Replace transmission fluid	✓	3/29/11	E.D.
Check for fluid leaks	✓	3/29/11	E.L.
Remarks: None noted.			
<b>LUBRICATION</b>	OK	Date	Initials
Drain crankcase oil	✓	3/29/11	B.L.
Replace filters	✓	3/29/11	E.L.
Replace crankcase oil	✓	3/29/11	E.D.
Check for oil leaks	✓	3/29/11	B.L.
Check oil level	✓	3/29/11	B.L.
Lube all chassis grease fittings	✓	3/29/11	E.L.
Lube universal joints	✓	3/29/11	E.L.
Replace differential lube including axles	✓	3/29/11	E.D.
Remarks: None noted.			

## FUEL ECONOMY PRE-TEST MAINTENANCE FORM (page 3)

Bus Number: 1014	Date: 3-29-11		
Personnel: S.C., B.L., E.L. & E.D.			
<b>EXHAUST/EMISSION SYSTEM</b>	OK	Date	Initials
Check for exhaust leaks	✓	3/29/11	S.C.
Remarks: None noted.			
<b>ENGINE</b>	OK	Date	Initials
Replace air filter	✓	3/29/11	B.L.
Inspect air compressor and air system	✓	3/29/11	B.L.
Inspect vacuum system, if applicable	✓	3/29/11	S.C.
Check and adjust all drive belts	✓	3/29/11	E.D.
Check cold start assist, if applicable	✓	3/29/11	E.D.
Remarks: None noted.			
<b>STEERING SYSTEM</b>	OK	Date	Initials
Check power steering hoses and connectors	✓	3/29/11	S.C.
Service fluid level	✓	3/29/11	S.C.
Check power steering operation	✓	3/29/11	S.C.
Remarks: None noted.			
<b>SAFETY</b>	OK	Date	Initials
Ballast bus to seated load weight	✓	3/29/11	B.L.
Remarks: None noted.			
<b>TEST DRIVE</b>	OK	Date	Initials
Check brake operation	✓	3/29/11	B.L.
Check transmission operation	✓	3/29/11	B.L.
Remarks: None noted.			

## FUEL ECONOMY PRE-TEST INSPECTION FORM

Bus Number: 1014	Date: 3-29-11
Personnel: C.S., T.S. & B.L.	
<b>PRE WARM-UP</b>	If OK, Initial
Fuel Economy Pre-Test Maintenance Form is complete	B.L.
Cold tire pressure (psi): Front <u>95</u> Middle <u>N/A</u> Rear <u>95</u>	B.L.
Tire wear:	T.S.
Engine oil level	T.S.
Engine coolant level	T.S.
Interior and exterior lights on, evaporator fan on	B.L.
Fuel economy instrumentation installed and working properly.	S.C.
Fuel line -- no leaks or kinks	B.L.
Speed measuring system installed on bus. Speed indicator installed in front of bus and accessible to TECH and Driver.	T.S. & B.L.
Bus is loaded to SLW	T.S.
<b>WARM-UP</b>	If OK, Initial
Bus driven for at least one hour warm-up	C.S.
No extensive or black smoke from exhaust	T.S.
<b>POST WARM-UP</b>	If OK, Initial
Warm tire pressure (psi): Front <u>110</u> Middle <u>N/A</u> Rear <u>110</u>	B.L.
Environmental conditions Average wind speed <12 mph and maximum gusts <15 mph Ambient temperature between 30°(-1°) and 90°F(32°C) Track surface is dry Track is free of extraneous material and clear of interfering traffic	T.S.

### FUEL ECONOMY DATA FORM (Gaseous Fuels)

Bus Number: 1014	Manufacturer: Supreme	Date: 3-30-11			
Run Number: 1	Personnel: T.W., T.S. & S.C.				
Test Direction: <input type="checkbox"/> CW or <input checked="" type="checkbox"/> CCW	Ambient Temperature (°F): 37	Humidity (%): 49			
SLW (lbs): 18,350	Wind Speed (mph) & Direction: 5 / NE	Barometric Pressure (in. Hg): 30.12			
Cycle Type	Run Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°F)	Total Fuel Used (SCF)
	Start	Finish			
CBD #1	0	8:45	8:45	24	45
ART #1	0	4:05	4:05	15	41
CBD #2	0	8:31	8:31	16	43
ART #2	0	4:08	4:08	17	40
CBD #3	0	8:39	8:39	19	43
COMMUTER	0	5:53	5:53	17	52
Total Fuel: 264 SCF					
20 minute idle : Total Fuel Used = 44 SCF					
No Load Flow Rate at Idle = 2.23 SCFM			No Load Flow Rate at Full Throttle = 6.80 SCFM		
Heating Value = 1008.1 BTU/LB					
Comments: None noted.					

### FUEL ECONOMY DATA FORM (Gaseous Fuels)

Bus Number: 1014	Manufacturer: Supreme	Date: 3-30-11			
Run Number: 2	Personnel: T.W., T.S. & S.C.				
Test Direction: <input checked="" type="checkbox"/> CW or <input type="checkbox"/> CCW	Ambient Temperature (°F): 39	Humidity (%): 49			
SLW (lbs): 18,350	Wind Speed (mph) & Direction: 5 / NE				
Cycle Type	Run Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°F)	Total Fuel Used (SCF)
	Start	Finish			
CBD #1	0	8:49	8:49	21	44
ART #1	0	4:07	4:07	21	40
CBD #2	0	8:40	8:40	22	43
ART #2	0	4:11	4:11	23	40
CBD #3	0	8:43	8:43	25	43
COMPUTER	0	6:02	6:02	26	51
Total Fuel: 261 SCF					
20 minute idle : Total Fuel Used = N/A SCF					
No Load Flow Rate at Idle = N/A SCFM			No Load Flow Rate at Full Throttle = N/A SCFM		
Heating Value = 1008.1 BTU/LB					
Comments: None noted.					

### FUEL ECONOMY DATA FORM (Gaseous Fuels)

Bus Number: 1014	Manufacturer: Supreme	Date: 3-31-11			
Run Number: 3	Personnel: T.W., T.S. & B.L.				
Test Direction: <input type="checkbox"/> CW or <input checked="" type="checkbox"/> CCW	Ambient Temperature (°F): 32	Humidity (%): 97			
SLW (lbs): 18.350	Wind Speed (mph) & Direction: Calm	Barometric Pressure (in. Hg): 29.80			
Cycle Type	Run Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°F)	Total Fuel Used (SCF)
	Start	Finish			
CBD #1	0	8:48	8:48	17	45
ART #1	0	3:57	3:57	15	41
CBD #2	0	8:44	8:44	5	44
ART #2	0	4:05	4:05	15	41
CBD #3	0	8:45	8:45	5	43
COMMUTER	0	5:56	5:56	16	53
Total Fuel: 267 SCF					
20 minute idle : Total Fuel Used = N/A SCF					
No Load Flow Rate at Idle = N/A SCFM			No Load Flow Rate at Full Throttle = N/A SCFM		
Heating Value = 1008.1 BTU/LB					
Comments: None noted.					

### FUEL ECONOMY DATA FORM (Gaseous Fuels)

Bus Number: 1014	Manufacturer: Supreme	Date: 3-31-11			
Run Number: 4	Personnel: T.W., T.S. & B.L.				
Test Direction: <input checked="" type="checkbox"/> CW or <input type="checkbox"/> CCW	Ambient Temperature (°F): 32	Humidity (%): 97			
SLW (lbs): 18,350	Wind Speed (mph) & Direction: Calm	Barometric Pressure (in.Hg): 29.80			
Cycle Type	Run Time (min:sec)		Cycle Time (min:sec)	Fuel Temperature (°F)	Total Fuel Used (SCF)
	Start	Finish			
CBD #1	0	8:47	8:47	12	43
ART #1	0	4:10	4:10	18	40
CBD #2	0	8:38	8:38	8	42
ART #2	0	4:13	4:13	17	39
CBD #3	0	8:27	8:27	10	43
COMMUTER	0	6:00	6:00	18	50
Total Fuel: 257 SCF					
20 minute idle : Total Fuel Used = 46 SCF					
No Load Flow Rate at Idle = 2.20 SCFM			No Load Flow Rate at Full Throttle = 7.42 SCFM		
Heating Value = 1008.1 BTU/LB					
Comments: None noted.					

1014.2nd.fu1  
 FUEL ECONOMY SUMMARY SHEET

BUS MANUFACTURER :Supreme                      BUS NUMBER :1014  
 BUS MODEL                :Senator HD Cutaway                      TEST DATE :03/31/11

FUEL TYPE                      : NATURAL GAS  
 SP. GRAVITY                    : .5570  
 HEATING VALUE                : 1008.10 BTU/cf  
 FUEL TEMPERATURE            : 60.00 deg F  
 Standard Conditions         : 60 deg F and 14.7 psi  
 Density of Air                : 0.0729 lb/scf

CYCLE	TOTAL FUEL USED (Scf)	TOTAL MILES	FUEL ECONOMY M/Scf(Measured)	FUEL ECONOMY M/Lb(Corrected)
-----				
Run # :1, CCW				
CBD	131.0	5.73	.04	1.08
ART	81.0	3.82	.05	1.16
COM	52.0	3.82	.07	1.81
TOTAL	264.0	13.37	.05	1.25
Run # :2, CW				
CBD	130.0	5.73	.04	1.09
ART	80.0	3.82	.05	1.18
COM	51.0	3.82	.07	1.84
TOTAL	261.0	13.37	.05	1.26
Run # :3, CCW				
CBD	132.0	5.73	.04	1.07
ART	82.0	3.82	.05	1.15
COM	53.0	3.82	.07	1.78
TOTAL	267.0	13.37	.05	1.23
Run # :4, CW				
CBD	128.0	5.73	.04	1.10
ART	79.0	3.82	.05	1.19
COM	50.0	3.82	.08	1.88
TOTAL	257.0	13.37	.05	1.28

-----  
 IDLE CONSUMPTION (MEASURED)

First 20 Minutes Data : 44.0 Scf    Last 20 Minutes Data : 46.0 scf  
 Average Idle Consumption : 135.0 scf/Hr

RUN CONSISTENCY: % Difference from overall average of total fuel used

-----  
 Run 1 : -.7      Run 2 : .5      Run 3 : -1.8      Run 4 : 2.0

SUMMARY (CORRECTED VALUES)

-----  
 Average Idle Consumption                : 5.48 LB/Hr  
 Average CBD Phase Consumption         : 1.08 M/Lb  
 Average Arterial Phase Consumption    : 1.17 M/Lb  
 Average Commuter Phase Consumption    : 1.83 M/Lb  
 Overall Average Fuel Consumption       : 1.26 M/Lb  
 Overall Average Fuel Consumption       : 50.58 Miles/ Million BTU

## 7. NOISE

### 7.1 INTERIOR NOISE AND VIBRATION TESTS

#### 7.1-I. TEST OBJECTIVE

The objective of these tests is to measure and record interior noise levels and check for audible vibration under various operating conditions.

#### 7.1-II. TEST DESCRIPTION

During this series of tests, the interior noise level will be measured at several locations with the bus operating under the following three conditions:

1. With the bus stationary, a white noise generating system shall provide a uniform sound pressure level equal to 80 dB(A) on the left, exterior side of the bus. The engine and all accessories will be switched off and all openings including doors and windows will be closed. This test will be performed at the ABTC.
2. The bus accelerating at full throttle from a standing start to 35 mph on a level pavement. All openings will be closed and all accessories will be operating during the test. This test will be performed on the track at the Test Track Facility.
3. The bus will be operated at various speeds from 0 to 55 mph with and without the air conditioning and accessories on. Any audible vibration or rattles will be noted. This test will be performed on the test segment between the Test Track and the Bus Testing Center.

All tests will be performed in an area free from extraneous sound-making sources or reflecting surfaces. The ambient sound level as well as the surrounding weather conditions will be recorded in the test data.

#### 7.1-III. DISCUSSION

This test is performed in three parts. The first part exposes the exterior of the vehicle to 80.0 dB(A) on the left side of the bus and the noise transmitted to the interior is measured. The overall average of the six measurements was 48.6 dB(A); ranging from 47.0 dB(A) in line with the rear speaker to 53.8 dB(A) at the driver's seat. The interior ambient noise level for this test was < 34.0 dB(A).

The second test measures interior noise during acceleration from 0 to 35 mph. This noise level ranged from 69.6 dB(A) at the middle passenger seats to 77.9 dB(A) at the driver's seat. The overall average was 73.5 dB(A). The interior ambient noise level for this test was < 34.0 dB(A).

The third part of the test is to listen for resonant vibrations, rattles, and other noise sources while operating over the road. No vibrations or rattles were noted.

**INTERIOR NOISE TEST DATA FORM**  
**Test Condition 1: 80 dB(A) Stationary White Noise**

Bus Number: 1014	Date: 10-15-10
Personnel: E.D. & E.L.	
Temperature (°F): 52	Humidity (%): 73
Wind Speed (mph): 6	Wind Direction: W
Barometric Pressure (in.Hg): 29.74	
Initial Sound Level Meter Calibration: ■ checked by: E.D.	
Interior Ambient Noise Level dB(A): < 34.0	Exterior Ambient Noise Level dB(A): 46.7
Microphone Height During Testing (in): 48	

Measurement Location	Measured Sound Level dB(A)
Driver's Seat	53.8
Front Passenger Seats	47.8
In Line with Front Speaker	48.1
In Line with Middle Speaker	47.9
In Line with Rear Speaker	47.0
Rear Passenger Seats	47.1

Final Sound Level Meter Calibration: ■ checked by: E.D.
---

<b>Comments:</b> All readings taken in the center aisle.

**INTERIOR NOISE TEST DATA FORM**  
**Test Condition 2: 0 to 35 mph Acceleration Test**

Bus Number: 1014	Date: 2-16-11
Personnel: C.S., B.L. & S.C.	
Temperature (°F): 38	Humidity (%): 35
Wind Speed (mph): 10	Wind Direction: S
Barometric Pressure (in.Hg): 30.19	
Initial Sound Level Meter Calibration: ■ checked by: B.L.	
Interior Ambient Noise Level dB(A): < 34.0	Exterior Ambient Noise Level dB(A): 47.1
Microphone Height During Testing (in): 48	

Measurement Location	Measured Sound Level dB(A)
Driver's Seat	77.9
Front Passenger Seats	75.3
Middle Passenger Seats	69.6
Rear Passenger Seats	71.0

Final Sound Level Meter Calibration: ■ checked by: B.L.
---

<b>Comments:</b> All readings taken in the center aisle.

**INTERIOR NOISE TEST DATA FORM**  
**Test Condition 3: Audible Vibration Test**

Bus Number: 1014	Date: 2-16-11
Personnel: C.S., B.L. & S.C.	
Temperature (°F): 38	Humidity (%): 35
Wind Speed (mph): 10	Wind Direction: S
Barometric Pressure (in.Hg): 30.19	

Describe the following possible sources of noise and give the relative location on the bus.

Source of Noise	Location
Engine and Accessories	None noted.
Windows and Doors	None noted.
Seats and Wheel Chair lifts	None noted.

<b>Comment on any other vibration or noise source which may have occurred that is not described above: None noted.</b>

## 7.1 INTERIOR NOISE TEST



**TEST BUS SET-UP FOR 80 dB(A)  
INTERIOR NOISE TEST**

## 7.2 EXTERIOR NOISE TESTS

### 7.2-I. TEST OBJECTIVE

The objective of this test is to record exterior noise levels when a bus is operated under various conditions.

### 7.2-II. TEST DESCRIPTION

In the exterior noise tests, the bus will be operated at a SLW in three different conditions using a smooth, straight and level roadway:

1. Accelerating at full throttle from a constant speed at or below 35 mph and just prior to transmission upshift.
2. Accelerating at full throttle from standstill.
3. Stationary, with the engine at low idle, high idle, and wide open throttle.

In addition, the buses will be tested with and without the air conditioning and all accessories operating. The exterior noise levels will be recorded.

The test site is at the PSBRTF and the test procedures will be in accordance with SAE Standards SAE J366b, Exterior Sound Level for Heavy Trucks and Buses. The test site is an open space free of large reflecting surfaces. A noise meter placed at a specified location outside the bus will measure the noise level.

During the test, special attention should be paid to:

1. The test site characteristics regarding parked vehicles, signboards, buildings, or other sound-reflecting surfaces
2. Proper usage of all test equipment including set-up and calibration
3. The ambient sound level

### 7.2-III. DISCUSSION

The Exterior Noise Test determines the noise level generated by the vehicle under different driving conditions and at stationary low and high idle, with and without air conditioning and accessories operating. The test site is a large, level, bituminous paved area with no reflecting surfaces nearby.

With an exterior ambient noise level of 40.5 dB(A), the average test result obtained while accelerating from a constant speed was 65.8 dB(A) on the right side and 66.1 dB(A) on the left side.

When accelerating from a standstill with an exterior ambient noise level of 41.5 dB(A), the average of the results obtained were 66.7 dB(A) on the right side and 66.9 dB(A) on the left side.

With the vehicle stationary and the engine, accessories, and air conditioning on, the measurements averaged 56.7 dB(A) at low idle and 67.4 dB(A) at wide open throttle. With the accessories and air conditioning off, the readings averaged 11.5 dB(A) lower at low idle and 0.8 dB(A) lower at wide open throttle. The exterior ambient noise level measured during this test was 41.7 dB(A). Note; the test bus was not equipped with a high idle mode; therefore data for the condition is not available.

## EXTERIOR NOISE TEST DATA FORM

### Accelerating from Constant Speed

Bus Number: 1014	Date: 2-16-11
Personnel: C.S., B.L. & T.S.	
Temperature (°F): 40	Humidity (%): 33
Wind Speed (mph): 10	Wind Direction: S
Barometric Pressure (in.Hg): 30.19	
Verify that microphone height is 4 feet, wind speed is less than 12 mph and ambient temperature is between 30°F and 90°F: <input checked="" type="checkbox"/> checked by: B.L.	
Initial Sound Level Meter Calibration: <input checked="" type="checkbox"/> checked by: B.L.	
Exterior Ambient Noise Level dB(A): 40.5	

Accelerating from Constant Speed Curb (Right) Side		Accelerating from Constant Speed Street (Left) Side	
Run #	Measured Noise Level dB(A)	Run #	Measured Noise Level dB(A)
1	65.9	1	65.7
2	65.6	2	66.4
3	65.4	3	64.9
4	65.1	4	65.5
5	65.0	5	65.3
Average of two highest actual noise levels = 65.8 dB(A)		Average of two highest actual noise levels = 66.1 dB(A)	
Final Sound Level Meter Calibration Check: <input checked="" type="checkbox"/> checked by: B.L.			
<b>Comments:</b> None noted.			

**EXTERIOR NOISE TEST DATA FORM**  
**Accelerating from Standstill**

Bus Number: 1014	Date: 2-10-11
Personnel: C.S., B.L. & T.S.	
Temperature (°F): 40	Humidity (%): 33
Wind Speed (mph): 10	Wind Direction: S
Barometric Pressure (in.Hg): 30.19	
Verify that microphone height is 4 feet, wind speed is less than 12 mph and ambient temperature is between 30°F and 90°F: ■ checked by: B.L.	
Initial Sound Level Meter Calibration: ■ checked by: B.L.	
Exterior Ambient Noise Level dB(A): 41.5	

Accelerating from Standstill Curb (Right) Side		Accelerating from Standstill Street (Left) Side	
Run #	Measured Noise Level dB(A)	Run #	Measured Noise Level dB(A)
1	66.2	1	66.8
2	67.1	2	66.4
3	65.9	3	66.5
4	66.1	4	65.4
5	66.2	5	66.9
Average of two highest actual noise levels = 66.7 dB(A)		Average of two highest actual noise levels = 66.9 dB(A)	

Final Sound Level Meter Calibration Check: ■ checked by: B.L.
<b>Comments:</b> None noted.

**EXTERIOR NOISE TEST DATA FORM**  
**Stationary**

Bus Number: 1014		Date: 2-16-11	
Personnel: C.S., B.L. & T.S.			
Temperature (°F): 40		Humidity (%): 33	
Wind Speed (mph): 10		Wind Direction: S	
Barometric Pressure (in.Hg): 30.19			
Verify that microphone height is 4 feet, wind speed is less than 12 mph and ambient temperature is between 30°F and 90°F: <input checked="" type="checkbox"/> checked by: B.L.			
Initial Sound Level Meter Calibration: <input checked="" type="checkbox"/> checked by: B.L.			
Exterior Ambient Noise Level dB(A): 41.7			
Accessories and Air Conditioning ON			
Throttle Position	Engine RPM	Curb (Right) Side dB(A)	Street (Left) Side db(A)
		Measured	Measured
Low Idle	750	55.4	57.9
High Idle	N/A	N/A	N/A
Wide Open Throttle	3,700	66.8	67.9
Accessories and Air Conditioning OFF			
Throttle Position	Engine RPM	Curb (Right) Side dB(A)	Street (Left) Side db(A)
		Measured	Measured
Low Idle	760	45.1	45.2
High Idle	N/A	N/A	N/A
Wide Open Throttle	3,700	66.5	66.7
Final Sound Level Meter Calibration Check: <input checked="" type="checkbox"/> checked by: S.C.			
<b>Comments:</b> Test bus is not equipped with a high idle mode.			

## 7.2 EXTERIOR NOISE TESTS



**TEST BUS UNDERGOING  
EXTERIOR NOISE TESTING**



## **8. EMISSIONS TEST – DYNAMOMETER-BASED EMISSIONS TEST USING TRANSIT DRIVING CYCLES**

### **8-I. TEST OBJECTIVE**

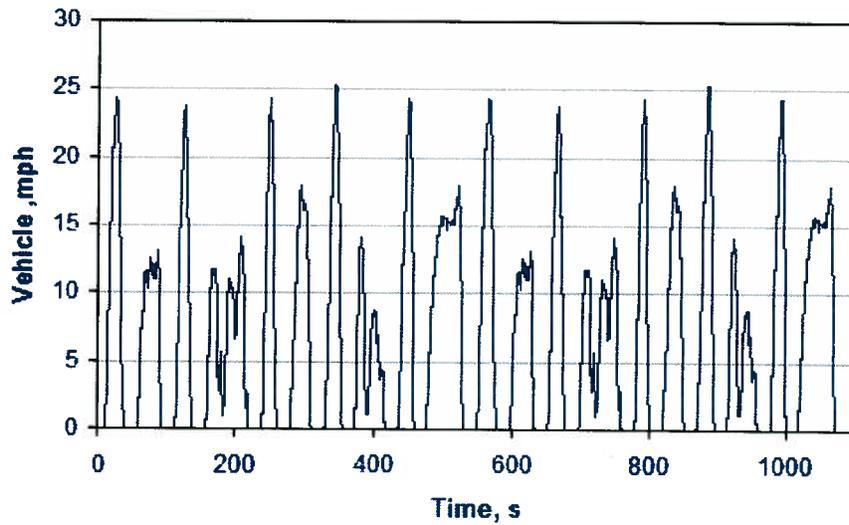
The objective of this test is to provide comparable emissions data on transit buses produced by different manufacturers. This chassis-based emissions test bears no relation to engine certification testing performed for compliance with the Environmental Protection Agency (EPA) regulation. EPA's certification tests are performed using an engine dynamometer operating under the Federal Test Protocol. This emissions test is a measurement of the gaseous engine emissions CO, CO<sub>2</sub>, NO<sub>x</sub>, HC and particulates (diesel vehicles) produced by a vehicle operating on a large-roll chassis dynamometer. The test is performed for three differed driving cycles intended to simulate a range of transit operating environments. The cycles consist of Manhattan Cycle, the Orange County Bus driving cycle, and the Urban Dynamometer Driving Cycle (UDDS) and. The test is performed under laboratory conditions in compliance with EPA 1065 and SAE J2711. The results of this test may not represent actual in-service vehicle emissions but will provide data that can be used by recipients to compare buses tested under different operating conditions.

### **8-II. TEST DESCRIPTION**

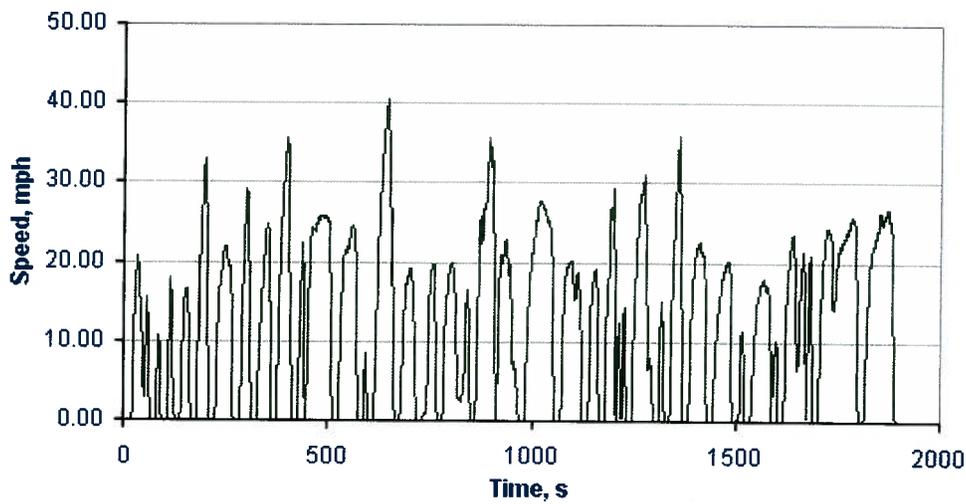
This test is performed in the emissions bay of the LTI Vehicle Testing Laboratory. The Laboratory is equipped with a Schenk Pegasus 300 HP, large-roll (72 inch diameter) chassis dynamometer suitable for heavy-vehicle emissions testing. The dynamometer is located in the end test bay and is adjacent to the control room and emissions analysis area. The emissions laboratory provides capability for testing heavy-duty diesel and alternative-fueled buses for a variety of tailpipe emissions including particulate matter, oxides of nitrogen, carbon monoxide, carbon dioxide, and hydrocarbons. It is equipped with a Horiba full-scale CVS dilution tunnel and emissions sampling system. The system includes Horiba Mexa 7400 Series gas analyzers and a Horiba HF47 Particulate Sampling System. Test operation is automated using Horiba CDTCS software. The computer controlled dynamometer is capable of simulating over-the-road operation for a variety of vehicles and driving cycles.

The emissions test will be performed as soon as permissible after the completion of the GVW portion of the structural durability test. The driving cycles are the Manhattan cycle, a low average speed, highly transient urban cycle (Figure 1), the Orange County Bus Cycle which consists of urban and highway driving segments (Figure 2), and the EPA UDDS Cycle (Figure 3). An emissions test will comprise of two runs for the three different driving cycles, and the average value will be reported. Test results reported will include the average grams per mile value for each of the gaseous emissions for

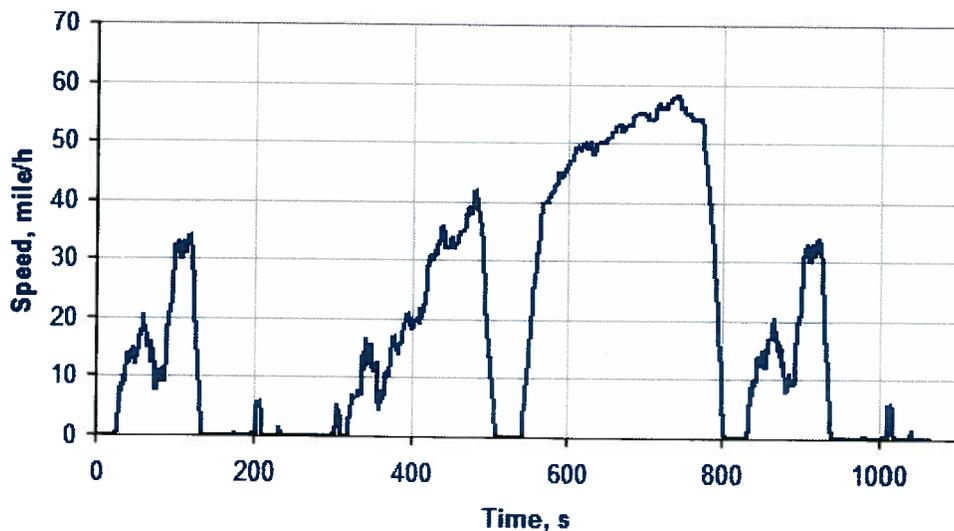
gasoline buses, for all the three driving cycles. In addition, the particulate matter emissions are included for diesel buses, and non-methane hydrocarbon emissions (NMHC) are included for CNG buses. Testing is performed in accordance with EPA CFR49, Part 1065 and SAE J2711 as practically determined by the FTA Emissions Testing Protocol developed by West Virginia University and Penn State University.



**Figure 1.** Manhattan Driving Cycle (duration 1089 sec, Maximum speed 25.4mph, average speed 6.8mph)



**Figure 2.** Orange County Bus Cycle (Duration 1909 Sec, Maximum Speed 41mph, Average Speed 12mph)



*Figure 3. HD-UDDS Cycle (duration 1060seconds, Maximum Speed 58mph, Average Speed 18.86mph)*

### 8-III. TEST ARTICLE

The test article is a Supreme Corp./Startrans Bus model Senator HD Cutaway transit bus equipped with CNG fueled Ford 6.8 L engine.

### 8-IV. TEST EQUIPMENT

Testing is performed in the LTI Vehicle Testing Laboratory emissions testing bay. The test bay is equipped with a Schenk Pegasus 72-inch, large-roll chassis dynamometer. The dynamometer is electronically controlled to account for vehicle road-load characteristics and for simulating the inertia characteristics of the vehicle. Power to the roller is supplied and absorbed through an electronically controlled 3-phase ac motor. Absorbed power is dumped back onto the electrical grid.

Vehicle exhaust is collected by a Horiba CVS, full-flow dilution tunnel. The system has separate tunnels for diesel and gasoline/natural gas fueled vehicles. In the case of diesel vehicles, particulate emissions are measured gravimetrically using 47mm Teflon filters. These filters are housed in a Horiba HF47 particulate sampler, per EPA 1065 test procedures.. Heated gaseous emissions of hydrocarbons and NOx are sampled by Horiba heated oven analyzers. Gaseous emissions for CO, CO2 and cold NOx are measured using a Horiba Mexa 7400 series gas analyzer. System operation, including the operation of the chassis dynamometer, and all calculations are controlled by a Dell workstation running Horiba CDCTS test

control software. Particulate Filters are weighed in a glove box using a Sartorius microbalance accurate to 1 microgram.

## 8-V. TEST PREPARATION AND PROCEDURES

All vehicles are prepared for emissions testing in accordance with the Fuel Economy Pre-Test Maintenance Form. (In the event that fuel economy test was performed immediately prior to emissions testing this step does not have to be repeated) This is done to ensure that the bus is tested in optimum operating condition. The manufacturer-specified preventive maintenance shall be performed before this test. The ABS system and when applicable, the regenerative braking system are disabled for operation on the chassis dynamometer. Any manufacturer-recommended changes to the pre-test maintenance procedure must be noted on the revision sheet. The Fuel Economy Pre-Test Inspection Form will also be completed before performing. Both the Fuel Economy Pre-Test Maintenance Form and the Fuel Economy Pre-Test Inspection Form are found on the following pages.

Prior to performing the emissions test, each bus is evaluated to determine its road-load characteristics using coast-down techniques in accordance with SAE J1263. This data is used to program the chassis dynamometer to accurately simulate over-the-road operation of the bus.

Warm-up consists of driving the bus for 20 minutes at approximately 40 mph on the chassis dynamometer. The test driver follows the prescribed driving cycle watching the speed trace and instructions on the Horiba Drivers-Aid monitor which is placed in front of the windshield. The CDCTS computer monitors driver performance and reports any errors that could potentially invalidate the test.

All buses are tested at half seated load weight. The base line emissions data are obtained at the following conditions:

1. Air conditioning off
2. Evaporator fan or ventilation fan on
3. One Half Seated load weight
4. Appropriate test fuel with energy content (BTU/LB) noted in CDTCS software
5. Exterior and interior lights on
6. Heater Pump Motor off
7. Defroster off
8. Windows and Doors closed

The test tanks or the bus fuel tank(s) will be filled prior to the fuel economy test with the appropriate grade of test fuel.

## 8-VI DISCUSSION

The following Table 1 provides the emissions testing results on a grams per mile basis for each of the exhaust constituents measured and for each driving cycle performed.

TABLE 1 Emissions Test Results

<b>Driving Cycle</b>	<b>Manhattan</b>	<b>Orange County Bus</b>	<b>UDDS</b>
<b>CO<sub>2</sub>, gm/mi</b>	1,729	1,365	1,519
<b>CO, gm/mi</b>	0.14	0.11	0.14
<b>THC, gm/mi</b>	3.70	2.13	1.12
<b>NMHC, gm/mi</b>	0.25	0.15	0.12
<b>NO<sub>x</sub>, gm/mi</b>	21.5	16.4	13.8
<b>Particulates. gm/mi</b>	NA	NA	NA
<b>Fuel consumption mpg</b>	31	25.3	27.3

## FUEL ECONOMY/EMISSIONS PRE-TEST MAINTENANCE FORM

Bus Number: 1014	Date: 3-29-11	SLW (lbs): 18,350
Personnel: S.C., B.L., E.L. & E.D.		

FUEL SYSTEM	OK	Date	Initials
Install fuel measurement system	✓	3/29/11	S.C. & B.L.
Replace fuel filter	✓	3/29/11	B.L.
Check for fuel leaks	✓	3/29/11	S.C.
Specify fuel type (refer to fuel analysis)	CNG		
Remarks: None noted.			
BRAKES/TIRES	OK	Date	Initials
Inspect hoses	✓	3/29/11	B.L.
Inspect brakes	✓	3/29/11	B.L.
Relube wheel bearings	✓	3/29/11	E.L.
Check tire inflation pressures (mfg. specs.)	✓	3/29/11	E.L.
Remarks: None noted.			
COOLING SYSTEM	OK	Date	Initials
Check hoses and connections	✓	3/29/11	E.D.
Check system for coolant leaks	✓	3/29/11	E.D.
Remarks: None noted.			

**FUEL ECONOMY/EMISSIONS PRE-TEST MAINTENANCE FORM  
(page 2)**

Bus Number: 1014		Date: 3-29-11	
Personnel: S.C., B.L., E.L. & E.D.			
ELECTRICAL SYSTEMS	OK	Date	Initials
Check battery	✓	3/29/11	B.L.
Inspect wiring	✓	3/29/11	B.L.
Inspect terminals	✓	3/29/11	B.L.
Check lighting	✓	3/29/11	B.L.
Remarks: None noted.			
DRIVE SYSTEM	OK	Date	Initials
Drain transmission fluid	✓	3/29/11	E.L.
Replace filter/gasket	✓	3/29/11	E.L.
Check hoses and connections	✓	3/29/11	E.D.
Replace transmission fluid	✓	3/29/11	E.D.
Check for fluid leaks	✓	3/29/11	E.L.
Remarks: None noted.			
LUBRICATION	OK	Date	Initials
Drain crankcase oil	✓	3/29/11	B.L.
Replace filters	✓	3/29/11	E.L.
Replace crankcase oil	✓	3/29/11	E.D.
Check for oil leaks	✓	3/29/11	B.L.
Check oil level	✓	3/29/11	B.L.
Lube all chassis grease fittings	✓	3/29/11	E.L.
Lube universal joints	✓	3/29/11	E.L.
Replace differential lube including axles	✓	3/29/11	E.D.
Remarks: None noted.			

**FUEL ECONOMY/EMISSIONS PRE-TEST MAINTENANCE FORM  
(page 3)**

Bus Number: 1014		Date: 3-29-11		
Personnel: S.C., B.L., E.L. & E.D.				
<b>EXHAUST/EMISSION SYSTEM</b>		OK	Date	Initials
Check for exhaust leaks		✓	3/29/11	S.C.
Remarks: None noted.				
<b>ENGINE</b>		OK	Date	Initials
Replace air filter		✓	3/29/11	B.L.
Inspect air compressor and air system		✓	3/29/11	B.L.
Inspect vacuum system, if applicable		✓	3/29/11	S.C.
Check and adjust all drive belts		✓	3/29/11	E.D.
Check cold start assist, if applicable		✓	3/29/11	E.D.
Remarks: None noted.				
<b>STEERING SYSTEM</b>		OK	Date	Initials
Check power steering hoses and connectors		✓	3/29/11	S.C.
Service fluid level		✓	3/29/11	S.C.
Check power steering operation		✓	3/29/11	S.C.
Remarks: None noted.				
<b>TEST DRIVE</b>		OK	Date	Initials
Check brake operation		✓	3/29/11	B.L.
Check transmission operation		✓	3/29/11	B.L.
Remarks: None noted.				

## FUEL ECONOMY/EMISSIONS PRE-TEST INSPECTION FORM

Bus Number: 1014	Date: 3-29-11
Personnel: C.S., T.S. & B.L.	
<b>PRE WARM-UP</b>	If OK, Initial
Fuel Economy Pre-Test Maintenance Form is complete	B.L.
Cold tire pressure (psi): Front <u>95</u> Middle <u>N/A</u> Rear <u>95</u>	B.L.
Tire wear:	T.S.
Engine oil level	T.S.
Engine coolant level	T.S.
Interior and exterior lights on, evaporator fan on	B.L.
Fuel economy instrumentation installed and working properly.	S.C.
Fuel line -- no leaks or kinks	B.L.
Speed measuring system installed on bus. Speed indicator installed in front of bus and accessible to TECH and Driver.	T.S. & B.L.
Bus is loaded to SLW	T.S.
<b>WARM-UP</b>	If OK, Initial
Bus driven for at least one hour warm-up	C.S.
No extensive or black smoke from exhaust	T.S.
<b>POST WARM-UP</b>	If OK, Initial
Warm tire pressure (psi): Front <u>110</u> Middle <u>N/A</u> Rear <u>110</u>	B.L.
Environmental conditions Average wind speed <12 mph and maximum gusts <15 mph Ambient temperature between 30°(-1°) and 90°F(32°C) Track surface is dry Track is free of extraneous material and clear of interfering traffic	T.S.



**Small, Women and Minority (SWaM) Vendors Search**

<< Return to the SWaM Vendors Search

Search by **company name = merryman**

The following result(s) sorted by company name.

SWaM Type	SWaM Cert#	Expiration Date	Company Name/Mailing Address	Pcard	Description of Services
S	9485	10-15-2013	SONNY MERRYMAN, INC Doing Business As: P O BOX 495 RUSTBURG, VA 24588 Contact: FLOYD MERRYMAN Phone: (434)821-1200 Fax: (434)821-8203 FLOYD@SONNYMERRYMAN.COM	N	<b>NIGP Code and Description</b> SALES AND SERVICE

**Note**

- MS or WS in the SWaM Type column indicates the business also has small business certification.
- Before printing, ensure that your browser print setup is set to landscape.

Expiration date with \* indicates that business is pending for recertification.

Expiration date with \*\* indicates that business currently has 'Provisionally Approved' status. The Department of Minority Business Enterprise (DMBE) must receive all required supporting documents 15 days prior to the expiration date to allow processing or the certification will automatically expire.

Company name with \*\*\* indicates that business is a "Service Disabled Veteran owned" business.

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE NUMBER: 7325-1-1-0-7191

ISSUED: 11/18/2011  
EXPIRES: 11/30/2013

THIS IS TO CERTIFY THAT: T/A SONNY MERRYMAN INC  
5120 WARDS ROAD  
EVINGTON VA 24550

IS HEREBY LICENSED AS PROVIDED IN THE VIRGINIA MOTOR VEHICLE  
DEALER BOARD LAWS, CHAPTER 15 TITLE 46.2, CODE OF VIRGINIA TO  
ENGAGE IN BUSINESS AS A FRANCHISED MOTOR VEHICLE DEALER DEALING  
IN NEW MOTOR VEHICLES AND HAS A FRANCHISE AGREEMENT WITH A  
MANUFACTURER OR DISTRIBUTOR FOR THE SALE OF NEW VEHICLES.

210  
MVBVLR

DSD 1 (REV 2/10)



Commissioner, Department of Motor Vehicles  
Chairman, Motor Vehicle Dealer Board



SCC eFile

- SCC eFile Home Page
- Business Entity Search
- Certificate Verification
- Log In
- FAQs
- Give Us Feedback

Business Entities

UCC or Tax Liens

Court Services

Additional Services

Welcome to SCC eFile  
Business Entity Details

**SONNY MERRYMAN, INC.**

SCC ID: 01109164  
 Business Entity Type: Corporation  
 Jurisdiction of Formation: VA  
 Date of Formation/Registration: 1/27/1967  
 Status: Active  
 Shares Authorized: 750000

Quick Links

- [Division Home](#)
- [Division Contact](#)
- [Laws & Regulations](#)
- [Bulletin Archive](#)
- [External Links](#)



**Principal Office**

5120 WARDS ROAD EVINGTON VA 24550  
 (PHYSICAL)  
 P.O. BOX 495 RUSTBURG VA 24588 (MAILING)  
 RUSTBURG VA 24588

**Registered Agent/Registered Office**

F W MERRYMAN III  
 5120 WARDS RD  
 EVINGTON VA 24550  
 CAMPBELL COUNTY 115  
 Status: Active  
 Effective Date: 12/21/1999

Users are encouraged to create an SCC eFile account to:

- Conveniently monitor business entities through the use of a "Favor list"
- Perform easy step-by-step online transactions for certain types of such as registered agent changes
- Quickly access online filing history

To view our Privacy Policy, click [here](#)

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Back

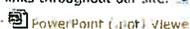
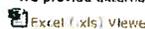
Hi

[View Entity's eFile History](#)

Screen ID: e1000

Need additional information? Contact [scinfo@sc.virginia.gov](mailto:scinfo@sc.virginia.gov) Website questions? Contact: [webmaster@sc.virginia.gov](mailto:webmaster@sc.virginia.gov)

We provide external links throughout our site.





TODAY: 1-9-12  
 DEALER NAME/ADD: Sonny Merryman, Inc.

**Certificate of Compliance with Buy America**

Agency Name: VDRPT pre-award

Body Type: Senator Heavy Duty

<u>Category</u>	<u>Item</u>	<u>City-State</u>	<u>% of Cost</u>	<u>% of Domestic</u>	<u>County of Origin</u>
Chassis	Ford	Avon Lake, OH	39	87	US
Body	Supreme	Goshen, IN	12	90	US
Lift	Braun	Winamac, IN	5	90	US
Seats	Freedman	Chicago, IL	6	60	US
Air Conditioner	Trans/Air	Dallastown, PA	5	91	US
Floor	RCA Rubber	Akron, OH	1	97	US
WC Tiedowns	Sure-Lok Corp	Branchburg, NJ	1	60	US
Windows	Hehr	Chesaning, MI	2	95	US

Specifically identified U.S. manufactured components, as a percentage of the total materials, are 71% of total content.

Startrans Bus Division  
 Supreme Corporation



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

Headquarters

5<sup>th</sup> Floor – East Bldg, TCR  
1200 New Jersey Ave, S.E.  
Washington, D.C. 20590

To Our Transportation Colleagues

Re: Rule Change to Three-Year DBE Goal Setting Methodology

Dear Colleague:

As you are probably now aware, the United States Department of Transportation (“DOT”) recently issued a new final rule affecting the implementation and management of the Department’s Disadvantaged Business Enterprise (“DBE”) program. The new rule, which effectively amends the current provision requiring annual submission of DBE goals and goal setting methodology, now requires submission of a three-year DBE goal and goal setting methodology, and was effective as of March 3, 2010. A copy of the Federal Register notice detailing the rule change is attached for your convenience.

**What does this mean for you?**

Moving forward, the rule change means Federal Transit Administration (“FTA”) recipients will only need to submit their DBE goal to FTA once every three years. The change to a 3 year goal submittal affords both you the grantee and FTA, together, the opportunity to focus more on your efforts to meet your goals. As was the case with the annual goals, the three-year DBE goal should capture—as completely and accurately as possible—all of the federally assisted contracting opportunities your organization reasonably anticipates having over the three upcoming federal fiscal years (“FFYs”). Should your contracting opportunities unexpectedly increase, decrease, or significantly change during the three-year period such that the submitted goal is rendered obsolete, recipients may—and should—appropriately amend both the goal and DBE contracting practices in order to ensure the goal and program as a whole is narrowly tailored and accurately reflects the actual contracting opportunities available during the specified time period.

**When do you submit your next DBE goal?**

Under the new rule, FTA is required to establish a three-year DBE goal setting schedule so that a roughly equivalent number of recipients are submitted their goal each year. *Pursuant to that rule, your organization’s next DBE goal and methodology submission is due to FTA on August 1, 2012, and should cover federal fiscal years 2013, 2014, and 2015.* Until that date, your approved FFY 2010 DBE goal is to remain in effect; that is, you should continue to use your FFY 2010 goal as the basis for your DBE program until

September 30, 2012. Once approved, your goal will remain effective from October 1, 2012 through September 30, 2015. Under the three-year schedule, your next goal and methodology will then be due August 1, 2015, and will cover FFYs 2016, 2017, and 2018. In addition to receiving this notice, you can also find your DBE goal setting assignment under the Civil Rights/DBE section of FTA's website.

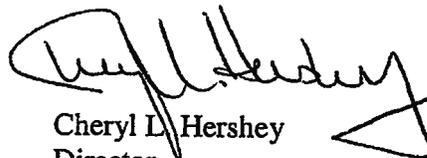
**Will this change affect when I submit my semiannual achievement data?**

No, FTA still follows the semiannual reporting method as specified in 49 CFR Part 26, Appendix B, using the "Uniform Report of DBE Awards/Commitments and Payments" form, which must be submitted twice a year. *Each report must reflect the awards, commitments and payments for that specific six-month period.* For example, the semiannual reports for FFY 2010 should be submitted as follows: The first report due June 1, 2010 reports all contracts awarded during the period of October 1, 2009 to March 31, 2010. The second report due on December 1, 2010 reports the six-month period of April 1, 2010 to September 30, 2010. The second semiannual report should not be a cumulative report; it should independently record the achievement from that six-month period. There is no requirement to submit a cumulative year-end report. The goal data captured on Line 7 should reflect your agency's goal for that three-year cycle.

FTA looks forward to assisting you and your organization as we transition to the new three-year DBE goal schedule. If you have any questions concerning this or other DBE matters, please don't hesitate to contact your FTA Regional Civil Rights Officer, Edward McNally at (202) 366-0765, or Randelle Ripton at (202) 366-5086.

Thank you for your continued assistance, support, and dedication in helping us implement DOT's DBE program.

Sincerely,



Cheryl L. Hershey  
Director  
FTA Office of Civil Rights

Attachment



U.S. Department  
Of Transportation  
**Federal Transit  
Administration**

Headquarters

1200 New Jersey Avenue S.E.  
Washington DC 20590

October 7, 2009

Mr. Samuel Craig  
DBE Liaison Officer  
Supreme Corporation/Startrans Bus  
2592 E. Kercher Road  
Goshen, Indiana 46528

Re: Fiscal Year 2010 Goal

Dear Mr. Craig:

In accordance with the regulations on the Participation of Disadvantaged Business Enterprises (DBEs) in the Department of Transportation Financial Assistance Programs, 49 CFR Part 26, Section 26.49, the Federal Transit Administration's (FTA) Office of Civil Rights reviewed the DBE goal and methodology submitted by Supreme Corporation/Startrans Bus for the period October 1, 2009 through September 30, 2010. Based on our review, we accept your DBE goal submission of 1 percent as of October 7, 2009.

Your firm must submit semi-annual progress reports using the new reporting form entitled "Uniform Report of DBE Awards or Commitments and Payment," which is located on the website: [www.fta.dot.gov/dbe](http://www.fta.dot.gov/dbe). These reports should be submitted by June 1 (for the period October 1 – March 31) and December 1 (for period April 1 – September 30), showing contracts awarded and procurements from DBEs on transit vehicle contracts funded by the FTA. Please forward this information to:

Federal Transit Administration  
Office of Civil Rights  
1200 New Jersey Avenue, S.E.  
Room E54-306  
Washington, DC 20590

If further assistance is needed, please contact me at (202) 366-1141, fax number at (202) 366-3475, or at my e-mail address: [Cynthia.phifer@dot.gov](mailto:Cynthia.phifer@dot.gov).

Sincerely,

A handwritten signature in black ink that reads "Cynthia J. Phifer". The signature is written in a cursive style with a large, looping initial "C".

Cynthia J. Phifer  
Equal Opportunity Specialist  
FTA Office of Civil Rights



**iMSG**

Integrated Management Systems Group

## *Certificate of Assessment*

StarTrans Bus  
2592 E. Kercher Road  
Goshen, In 46528

**Integrated Management Systems Group, LLC certifies that the Management System of the above organization has been audited by auditor(s) certified to International Standards and found to be in accordance with the requirements of the Management System Standards and Scope of Supply described below.**

**Design and Manufacture of Cut Away and Midsize Vehicles, Vans, Trolleys and Related Support Products and Services for the Transportation Industry.**

**Certification Standard:**

ISO 9001:2008

**Certificate Number:** 07-505

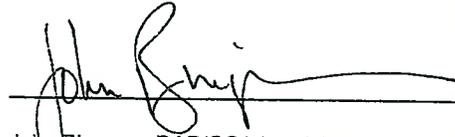
**Issue Date:** 8/31/2010

**Expiration Date:** 8/30/2013

Subject to continued satisfactory operation of the Organization's Management System, this certificate will remain valid until the certificate expiration date shown above.

Further clarification regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization.

**Original Certification Date:** 10/1/2007



---

John Bingman RAB/QSA Lead Auditor Certificate Number 5029  
Integrated Management Systems Group, LLC  
[www.imsqlic.net](http://www.imsqlic.net)

<http://www.mobilitymotoringprogram.com/chooseQualifiedVehicleModifiers.mob>

## What Does This Mean to You as a QVM Customer?

Ford Motor Company's QVM Program assists approved modifiers in developing a high-quality conversion process that will meet your expectations. While Ford doesn't actually produce the finished converted product you receive, the Ford conversions are specifically designed to meet your unique demands. To learn more, visit [www.fleet.ford.com/truckbbas](http://www.fleet.ford.com/truckbbas).

A list of all current QVM participants is displayed below.

If you have any questions about eligibility, direct questions to the Ford Mobility Customer Care Center at (800) 952-2248, or by email at [MobilityMotoring@Fordprogramhq.com](mailto:MobilityMotoring@Fordprogramhq.com).

- Advantage Mobility Outfitters  
3990 Second Street  
Wayne , MI 48184  
(800) 990 8267  
<http://www.advantagemobility.net>
- Ameritrans (Tmc Group)  
2503 Ada Drive  
Elkhart , IN 46514  
(574) 262 8935  
<http://www.tmcgroupinc.com>
- C & C Mobility  
68 Wallace Lane  
Sturgis , KY 42459  
(270) 333 4006  
<http://www.candcmobility.com>
- Clock Conversions \*  
6700 Clay S.W.  
Grand Rapids , MI 49548  
(616) 698 9400  
<http://www.clockmobility.com>
- Collins Bus Corporation  
415 W 6th Street South  
Hutchinson , KS 67504  
(620) 662 9000  
<http://www.collinsbus.com>
- DDT Mobility  
2800 Bryant Street  
Elkhart , IN 46516  
(480) 218 7338  
<http://www.ddtmobility.com>
- Eldorado National  
1655 Wall Street  
Salina , KS 67401  
(785) 827 1033  
<http://www.enconline.com>
- Executive Coach Corporation  
4400 W. Production St.  
Springfield , MO 65803  
(417) 935 2233  
<http://www.ecblimo.com>
- Federal Coach (Division Of Forest Riv er)  
2367 Century Drive  
Goshen , IN 46528  
(800) 292 6210  
<http://www.federalcoach.com>
- Glaval Bus (Div. Of Forest River)  
914 County Road 1  
Elkhart , IN 46514  
(800) 445 2825  
<http://www.federalcoach.com>
- Gresham Driving Aids, Inc.  
30800 Wixom Road  
Wixom , MI 48393

- (800) 521 8930  
<http://www.greshamdrivingaids.com>
- Mobility Services, Inc.  
19-57 Steinway Street  
Astoria , NY 11105  
(718) 267 2921  
<http://mobilityservices.com>
  - Mobility Transportation Services  
42000 Koppernick, #A3  
Canton , MI 48187  
(734) 453 6452  
<http://www.mobilitytrans.com>
  - National Van Builders, Inc. \*  
80 Pine Street  
Attleboro , MA 02703  
(508) 222 2272  
<http://www.nationalvans.com>
  - Nor-Cal Mobility, Inc. \*  
1300 Nord Avenue  
Chico , CA 95926  
(800) 225 7361  
<http://www.norcalmobility.com>
  - Quality Van Sales, Inc.  
349 Old Colony Rd.  
Norton , MA 02766  
(800) 408 8550  
<http://qualityvansales.com>
  - Starcraft Bus (Div. Of Forest River)  
2367 Century Dr.  
Goshen , IN 46528  
(800) 348 7440  
<http://www.starcraftbus.com>
  - Tiffany Coachworks  
1771 Delilah  
Corona , CA 92879  
(951) 736 7333  
<http://www.tiffanylimo.com>
  - Turtle Top  
67819 State Road 15  
New Paris , IN 46553  
(800) 296 2105  
<http://www.turtletop.com>
  - Van Conversions, Inc.  
6475 Ruch Rd.  
Bethlehem , PA 18017  
(610) 837 0707  
<http://www.avmvans.com>
  - A&J Vans  
333 Washington Street  
Valders , WI 54245  
(920) 775 9333  
<http://www.ajvans.com>
  - American Emergency Vehicles \*  
165 American Way  
Jefferson , NC 28640  
(800) 374 9749  
<http://www.aev.com>
  - Braun Corporation  
627 West 11th Street  
Winamac , IN 46996  
(800) 843 5438  
<http://www.braunlift.com>
  - Champion Bus, Inc.  
331 Graham Road  
Imlay City , MI 48444  
(800) 331 5761  
<http://www.championbus.com>
  - Coach & Equipment Corp.  
130 Horizon Park Dr.  
Penn Yan , NY 14527  
(315) 536 2321  
<http://www.coach-equipment.com>
  - Cummings Mobility  
6540 Jansen Avenue N.E.  
Albertville , MN 55301  
(800) 639 5438  
<http://www.cummingsmobility.com>
  - Diamond Coach Corp.  
2305 US Highway 59  
Oswego , KS 67356  
(620) 795 2191  
<http://www.diamondcoach.com>
  - Elkhart Coach  
52807 Country Road 7  
Elkhart , IN 46514  
(866) 478 7652  
<http://www.elkhartcoach.com>
  - Explorer Van  
2749 N US 30 & Fox Farm Road  
Warsaw , IN 46581  
(574) 267 7666  
<http://www.explorervan.com>
  - Fenton Mobility Products, Inc.  
1209 East Second Street  
Jamestown , NY 14701

(800) 500 6181

<http://www.fentonmobility.com>

- Goshen Coach  
25161 Leer Drive  
Elkhart , IN 46514  
(574) 970 6300  
<http://www.goshencoach.com>
- Krystal Enterprises  
2701 East Imperial Highway  
Brea , CA 92801  
(714) 986 1200  
<http://www.krystalkoach.com>
- Mobility Specialists  
490 Capricorn Street  
Brea , CA 92821  
(877) 777 5438  
<http://www.mobilityspecialists.com>
- Mobility Works \*  
810 Moe Drive  
Akron , OH 44310  
(330) 633 1118  
<http://www.mobilityworks.com>
- New England Wheels, Inc. \*  
33 Manning Road  
Billerica , MA 01821  
(978) 663 9724  
<http://www.newenglandwheels.com>
- Prime-Time Specialty Vehicles Inc.  
56616 Elk Park Drive

Elkhart , IN 46516

(866) 785 9191

<http://www.primetimesv.com>

- Sherrod Vans  
3151 Industrial Blvd.  
Waycross , GA 31503  
(800) 824 6333  
<http://www.sherrodvans.com>
- Startrans (Supreme Corporation)  
2592 East Kercher Road  
Goshen , IN 46528  
(877) 258 1391  
<http://www.startransbus.com>
- Transfer Flow, Inc.  
1444 Fortress Street  
Chico , CA 95973  
(800) 442 0056  
<http://www.transferflow.com>
- Tuscany Mobility Solutions  
2811 Tuscany Drive  
Elkhart , IN 46514  
(800) 837 8624  
<http://www.drivetuscany.com>
- Waldoch Crafts, Inc.  
13821 Lake Drive NE  
Forest Lake , MN 55025  
(651) 464 3215  
<http://www.waldoch.com>

# Federal Motor Vehicle Safety Standards

The following is a brief summary of all applicable FMVSS Title 49 (Federal Motor Vehicle Safety Standards) of which Supreme Startrans Cutaway Buses comply. Complete and up to date copies of the FMVSS worksheets supporting test data is available upon request by calling 1-877-258-1391 or writing to Supreme Corporation, Startrans Bus Division, P.O. Box 463, Goshen, IN 46528.

**Definitions:** OEM                      Original Equipment Manufacturer  
                  FSM                      Final Stage Manufacturer

## **FMVSS 101 Control Location, Identification and Illumination**

\* This is certified by the OEM and the FSM does not alter these controls.

## **FMVSS 102 Transmission Shift Lever Sequence & Starter Interlock**

\* This is certified by the OEM and the FSM does not alter their system.

## **FMVSS 103 Windshield Defrosting and Defogging System**

\* This is certified by the OEM and the FSM does not alter their system.

## **FMVSS 104 Windshield Wiping and Washing System**

\* This is certified by the OEM and the FSM does not alter their system.

## **FMVSS 105 Hydraulic Brake System**

\* This is certified by the OEM and the FSM does not alter their system.

## **FMVSS 106 Brake Hoses**

\* This is certified by the OEM and the FSM does not alter their hoses.

## **FMVSS 108 Lamps, Reflective Devices & Associated Equipment**

\* The devices installed by the OEM and the FSM meet all requirements.

## **FMVSS 111 Rearview Mirrors**

\* The mirrors added by the FSM meet all requirements.

## **FMVSS 113 Hood Latch System**

\* This is certified by the OEM and the FSM does not alter their system.

## **FMVSS 115 Vehicle Identification Number**

\* This is certified by the OEM and the FSM does not alter their numbers.

## **FMVSS 116 Hydraulic Brake Fluids**

• This is certified by the OEM and the FSM does not alter their system.

## **FMVSS 119 New Pneumatic Tires for Vehicles other than Passenger Cars**

\* This is certified by the OEM and the FSM does not alter their tires or rims.

**FMVSS 120 Tire Selection and Rims for Motor Vehicles Other Than Passenger Cars**

\* This is certified by the OEM and the FSM does not alter their tires or rims.

**FMVSS 124 Accelerator Controls**

\* This is certified by the OEM and the FSM does not alter their system.

**FMVSS 125 Warning Devices**

\* This is not a requirement of the OEM or FSM. This is a requirement the end user must meet.

**FMVSS 205 Glazing Material (Windows)**

\* The windows supplied by the OEM and the FSM meet all requirements.

**FMVSS 207 Seating Systems**

\* The seating supplied by the OEM and the FSM meet all requirements.

**FMVSS 208 Occupant Crash Protection**

\* This is certified by the OEM and the FSM does not alter their system.

**FMVSS 209 Seat Belt Assemblies**

\* The seat belts supplied by the OEM and the FSM meet all requirements.

**FMVSS 210 Seat Belt Assemblies Anchorages**

\* The seat belt assemblies' anchorages supplied by the OEM and the FSM meet all requirements.

**FMVSS 217 Bus Window Retention and Release**

\* The windows installed by the FSM meet all requirements.

**FMVSS 220 School Bus Rollover Protection**

\* Even though this is not a requirement for transit buses, Supreme has tested to this standard and meets all requirements.

**FMVSS 221 School Bus Body Joint Strength**

\* Even though this is not a requirement for transit buses, Supreme has tested to this standard and meets all requirements.

**FMVSS 301 Fuel System Integrity**

\* This is certified by the OEM and the FSM does not alter their system.

**FMVSS 302 Flammability of Interior Materials**

\* The interior materials supplied by the OEM and the FSM meet all requirements.

Thank you,



Samuel K. Craig  
Vice President Sales  
Startrans Bus Division  
Supreme Corporation  
January 10, 2010

**WARRANTY INFORMATION**

SONNY MERRYMAN, INC. WILL SERVE AS THE FIRST POINT OF CONTACT FOR ALL WARRANTY RELATED CONCERNS AND SERVICE SCHEDULING. SONNY MERRYMAN, INC. OFFERS SERVICE LOCATIONS IN LYNCHBURG (SERVING CENTRAL AND SOUTHWEST VIRGINIA), MANASSAS (SERVING NORTHERN VIRGINIA AND WASHINGTON, DC) AND CHESAPEAKE (SERVING TIDEWATER)

---

All chassis warranty work will be performed by a local Ford dealer with prior approval from Sonny Merryman, Inc.

---

All body and aftermarket warranty work will be performed by Sonny Merryman, Inc., or a local dealer with prior approval by Sonny Merryman, Inc.

CALL TOLL FREE: 800-533-1006

