

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 23-DES-R-500  
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on 2/14/2023 by the County and amends Agreement Number 23-DES-R-500 ("Main Agreement") dated January 29, 2022 between Sonny Merryman, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. **LEAD AGENCY CONTRACT NUMBER:** is hereby revised to CTR005759.
2. **ATTACHMENT A – CONTRACT & PRICING** is hereby deleted in its entirety and replaced with **REVISED ATTACHMENT A – CONTRACT & PRICING.**

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

SONNY MERRYMAN, INC.

AUTHORIZED: DocuSigned by:  
SIGNATURE: *Meloni Hurley*  
534895882496484...

AUTHORIZED: DocuSigned by:  
SIGNATURE: *Mark D Roberts*  
E06001251097406...

NAME: Meloni Hurley

NAME: Mark D Roberts

TITLE: Assistant Purchasing Agent

TITLE: Senior VP

DATE: 2/14/2023

DATE: 2/14/2023





# COMMONWEALTH of VIRGINIA

*Department of General Services  
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO  
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

## **NOTICE OF AWARD**

Contract No. E194-97493

Date: March 2, 2022

eVA Vendor No. C12391

Name: Sonny Merryman, Inc.

Address: PO Box 495  
Rustburg, Virginia 24588

Bid Response Date: February 28, 2022

In Response to: IFB #6023

To Furnish: High Roof Vans with Wheelchair Lifts

During the Period: March 3, 2022 through March 2, 2024

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond, and other stipulations, if any. The solicitation, your bid and this notice of acceptance constitute the contract.

Brandon Amsel, VCO  
Statewide Sourcing & Contracting Officer

<a href="#">Vehicle Configuration</a> <b>DPS Contract # E194-97493</b> Effective: <i>March 3, 2022 through March 2, 2024</i> <b>2023 FORD TRANSIT 350 DRIVERGE HIGH ROOF WHEELCHAIR VAN. eVA Vendor: SONNY MERRYMAN, INC (eVA CUST # C12391)</b> NIGP Commodity Code: 07192 Vans, Passenger (Regular and Handicapped Equipped) <i>This form shall be used to order a model with the same options &amp; configuration per column. Please complete a separate spreadsheets if needed. Be sure to attach all spreadsheets to your Purchase Order. Complete the <b>yellow blocks</b> only.</i>			Option / Order Code	UNIT PRICE	VEHICLE CONFIGURATION - 1st VEHICLE ENTER ORDER QUANTITY (QTY) IN YELLOW COLUMN ONLY.	VEHICLE CONFIGURATION - 2nd VEHICLE ENTER ORDER QUANTITY (QTY) IN YELLOW COLUMN ONLY.	VEHICLE CONFIGURATION - 3rd VEHICLE ENTER ORDER QUANTITY (QTY) IN YELLOW COLUMN ONLY.
2023 FORD TRANSIT 350 DRIVERGE High Roof Wheelchair Van	W1X	\$71,993	\$ -	\$ -	\$ -	\$ -	
Delivery Rate to DRPT	n/a	\$1.50	\$ -	\$ -	\$ -	\$ -	
Delivery to other State Agency (Based on a destination to Richmond, VA 23219 regardless of where the Authorized User in Virginia is located. See Section 4 of the Requirements section of the original IFB for more details.)	n/a	\$1.50	\$ -	\$ -	\$ -	\$ -	
Lightning eMotors Electric Conversion (Conversion ONLY - Price in addition to the Base Vehicle Price)	LeMC	\$98,865.00	\$ -	\$ -	\$ -	\$ -	
Battery Charging Infrastructure (For Electric Vehicle ONLY)	Delta DC 25 kw	\$12,000.00	\$ -	\$ -	\$ -	\$ -	
OEM Additional Keys	86F	\$105.00	\$ -	\$ -	\$ -	\$ -	
Upgraded A/C	TA060245DC	\$3,175.00	\$ -	\$ -	\$ -	\$ -	
Upgrade to Smart Floor (Any Package)	SFS	\$4,600.00	\$ -	\$ -	\$ -	\$ -	
Upgrade Seats with Smart Floor Bases	SFPS	\$405.00	\$ -	\$ -	\$ -	\$ -	
Privacy Glass	92E	\$700.00	\$ -	\$ -	\$ -	\$ -	
Reverse Sensor	43R	\$415.00	\$ -	\$ -	\$ -	\$ -	
Armrest	FAR	\$30.00	\$ -	\$ -	\$ -	\$ -	
Optional Floor Plan 2	OPP2	\$3,705.00	\$ -	\$ -	\$ -	\$ -	
Optional Floor Plan 3	OPP3	\$5,078.00	\$ -	\$ -	\$ -	\$ -	
Lettering/Graphics (Contact vendor for pricing)	LG		\$ -	\$ -	\$ -	\$ -	
Level Four Seat Covering (Per Seat)	L4	\$65.00	\$ -	\$ -	\$ -	\$ -	
Level Five Seat Covering (Per Seat)	L5	\$83.00	\$ -	\$ -	\$ -	\$ -	
Angeltrax Four Camera Surveillance	AT4	\$2,975.00	\$ -	\$ -	\$ -	\$ -	
Floor Color Black	n/a	STD	\$ -	\$ -	\$ -	\$ -	
Floor Color Gray or Blue (Indicate to vendor which color)	CFC	\$250.00	\$ -	\$ -	\$ -	\$ -	
Exterior Full Wrap	EFW	\$5,873.00	\$ -	\$ -	\$ -	\$ -	

**Standard Colors**

(No default color - Customer must pick one when ordering)

White	n/a	STD	\$ -	\$ -	\$ -	\$ -
Blue Jean	BJE	\$280.00	\$ -	\$ -	\$ -	\$ -
Ingot Silver	ISI	\$280.00	\$ -	\$ -	\$ -	\$ -
Agate Black	ABL	\$280.00	\$ -	\$ -	\$ -	\$ -
Avalanche Gray	AVGR	\$280.00	\$ -	\$ -	\$ -	\$ -
Abyss Gray	ABGR	\$280.00	\$ -	\$ -	\$ -	\$ -
Carbon	CBO	\$280.00	\$ -	\$ -	\$ -	\$ -
Total Cost for Each Base Vehicle Plus Options			\$ -	\$ -	\$ -	\$ -

Note to State Agencies & Public Bodies - Options above are only options which may be ordered. No other options available on this contract.

Enter Color and Other Information or Instructions in Yellow Block to the Right (as needed) ----->

Grand Total for Order  
\$ -

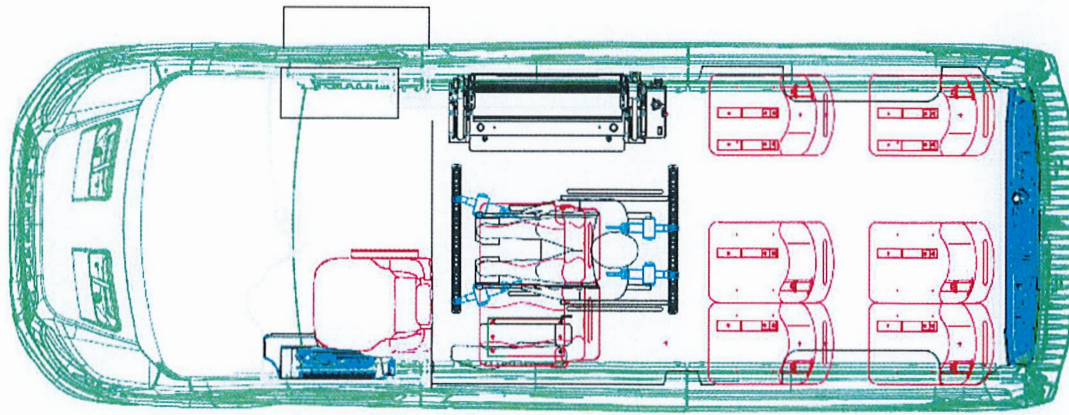
**For State Agencies / Other Users:** Use this spread sheet to configure your vehicle. Use a separate column when ordering multiple vehicles with different options. Enter quantity numbers for the base vehicle and each option you want to order in yellow columns. Enter information in additional yellow columns when ordering multiple vehicles with different options. When completed, save this spreadsheet to your hard drive. Login to the eVA system. Go to "add items page," click on the non-catalog tab. Enter your description as follows: (Enter Contract Number) see attached spread sheet." When you get to the comments section of the requisition, check the attach comments box, select attach file option, and attach this spread sheet as your attached file.

**IFB 6023**

**HIGH ROOF WHEELCHAIR  
VANS**

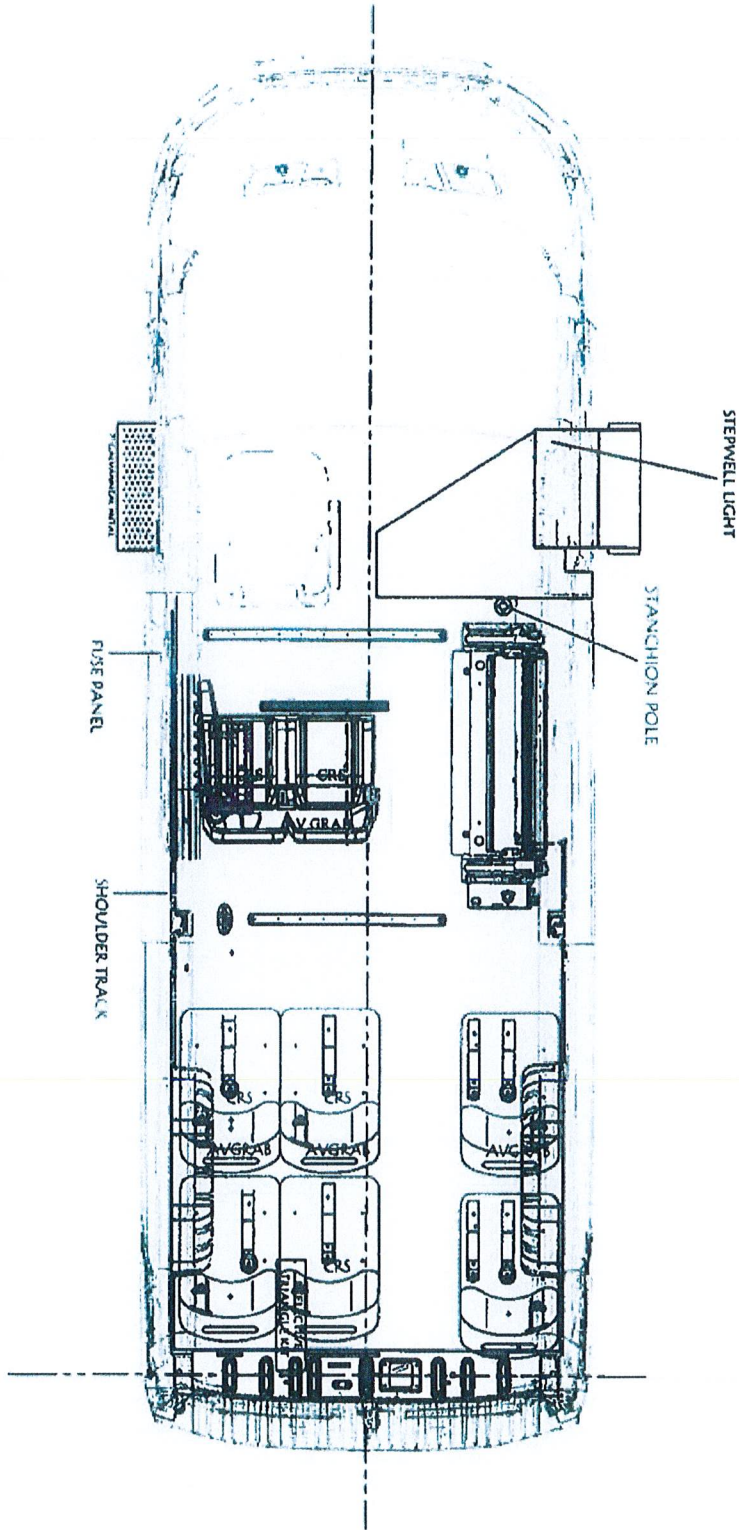
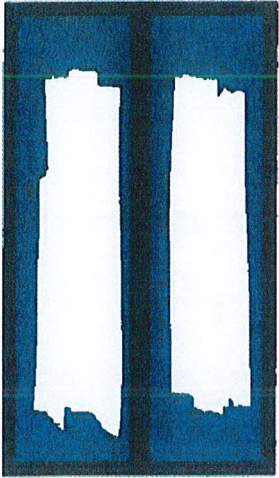
**BASE BID FLOOR PLAN**

BASE BID SEATING CHART



FULLY COMPLIES WITH SPECIFICATIONS CONTAINED IN IFB

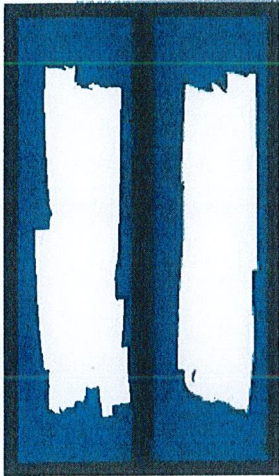
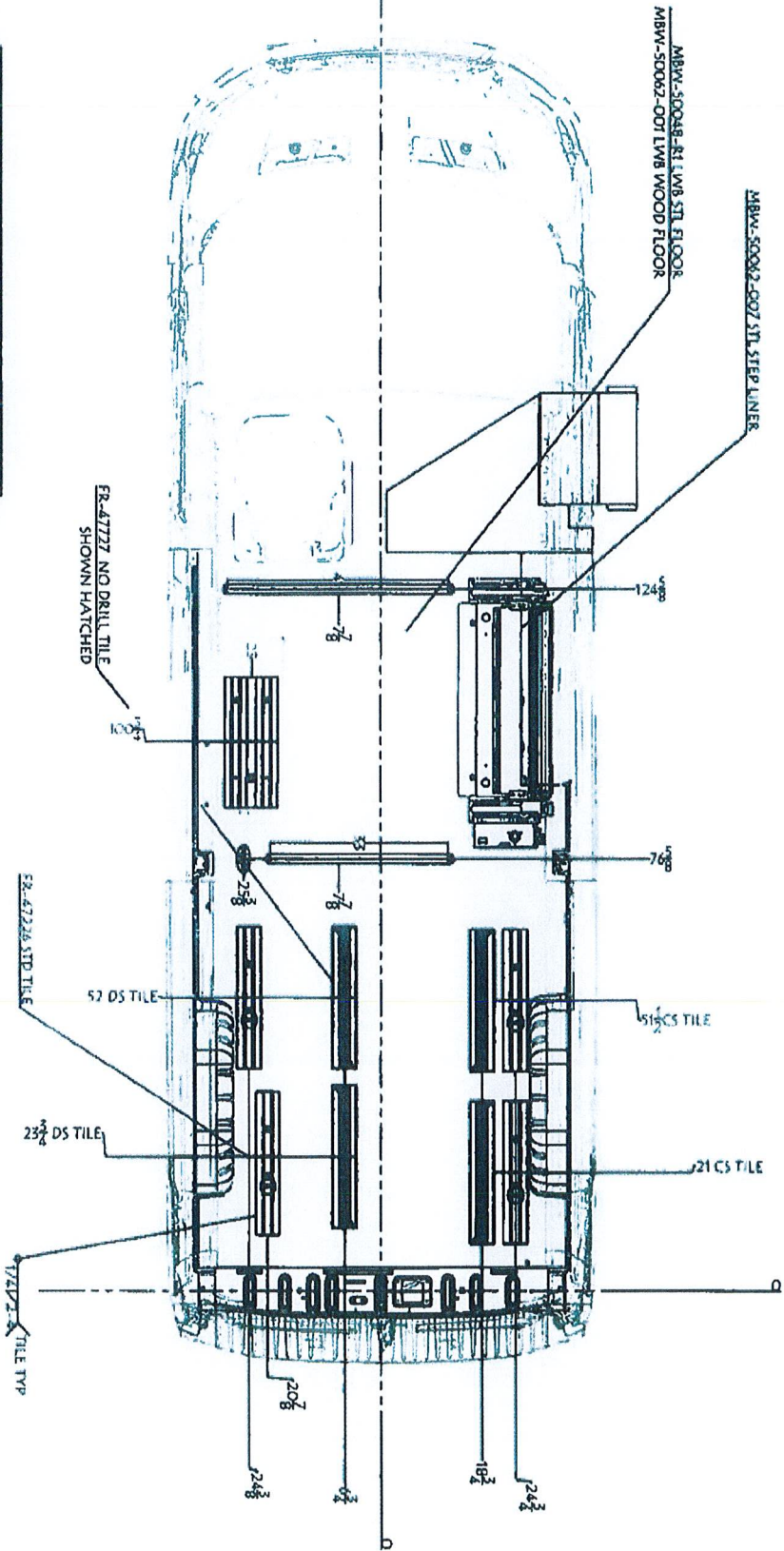
PART NO 5-107476



THE PURCHASER OF THIS EQUIPMENT IS THE EXCLUSIVE USER OF THE EQUIPMENT AND THE EQUIPMENT IS TO BE USED ONLY FOR THE PURPOSES SPECIFIED IN THE ORDER.	
TITLE: <b>SONNY MERRIMAN</b> <b>LMB CARCO</b>	SCALE: <b>1-12</b>
PROJECT NO: <b>19 ZLTRK WOODFLOOR</b>	DRAWING NO: <b>S-107476</b>
ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED. DIMENSIONS IN PARENTHESIS ARE ALTERNATE DIMENSIONS. DIMENSIONS IN FEET AND INCHES ARE SHOWN AS FEET INCHES. DIMENSIONS IN METERS AND MILLIMETERS ARE SHOWN AS METERS MILLIMETERS.	

PART No. S-107476 STEEL

Base Package



Title: <b>SONNY MIERMANN</b> LWB CARGO		THE DIMENSIONS ON THIS DRAWING TO BE PRESENTED TO THE CUSTOMER SHALL BE THE BASIS FOR THE CUSTOMER'S ORDER. ALL DIMENSIONS ARE TO UNLESS OTHERWISE SPECIFIED.	
Drawing No: <b>S-107476 STEEL</b>	Scale: <b>1-12</b>	Drawing No: <b>S-107476 STEEL</b>	Scale: <b>1-12</b>
Drawing No: <b>S-107476 STEEL</b>		Drawing No: <b>S-107476 STEEL</b>	

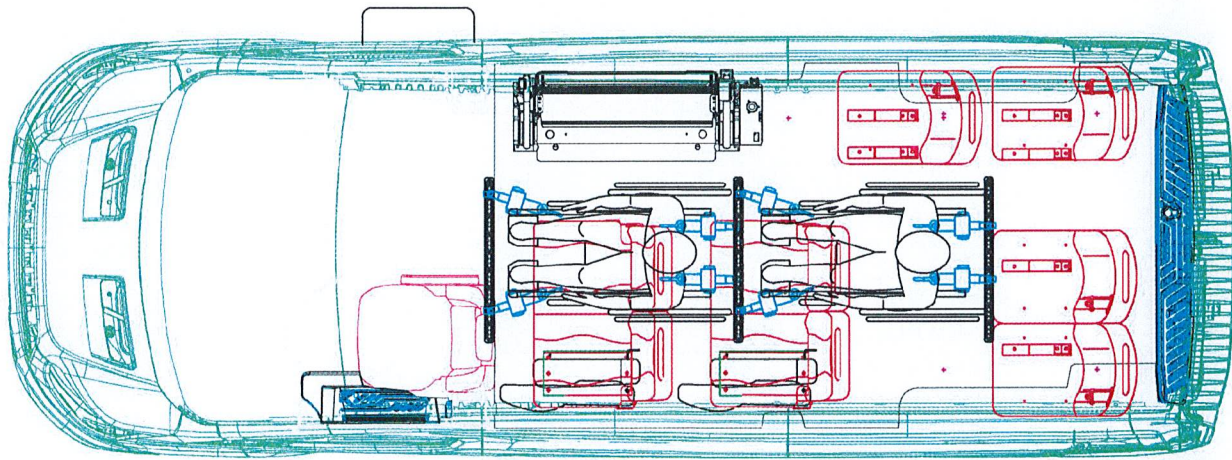


**IFB 6023**

**HIGH ROOF WHEELCHAIR  
VANS**

**OPTIONAL FLOOR PLAN TWO**

PART NO.



Title:  
FORD TRANSIT 350 HR CARGO  
OPTIONAL FLOOR PLAN 2

THE INFORMATION ON THIS DRAWING IS THE PROPERTY OF  
TRANSITWORKS. ANY REPRODUCTION OR USE OF THIS DRAWING  
WITHOUT PERMISSION OF TRANSITWORKS IS PROHIBITED.

Drawn: Date: Goo/Mot'l:  
PMC 10/4/16 PLYWOOD SUBFLOOR

Scale:  
1"=1'

**TRANSITWORKS**

INNOVATIVE TRANSIT SOLUTIONS

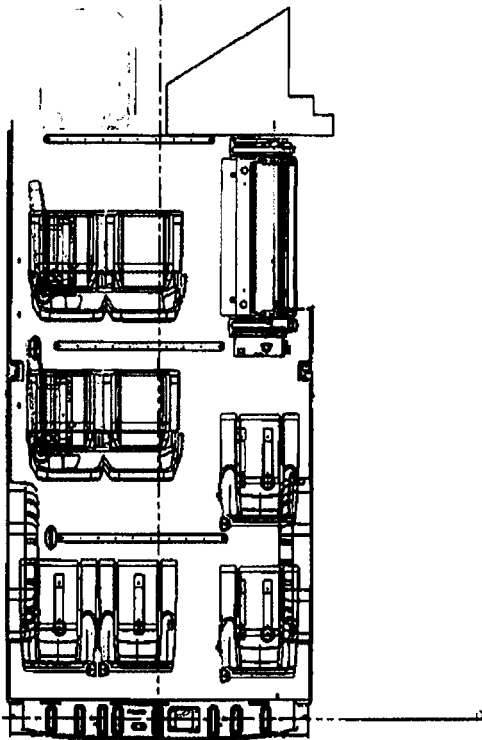
TOLERANCES UNLESS OTHERWISE SPECIFIED  
ALL FINISH DIMS. TO CENTER UNLESS OTHERWISE SPECIFIED

.0 ±.000 or 2'  
.00 ±.030 or 5'  
.000 ±.010 DO NOT SCALE

Drawing No:  
COM of VA BID

*Optional Floor Plan Two*

REV LEVEL	REASON	DATE
A	INITIAL VERSION	8/20/21

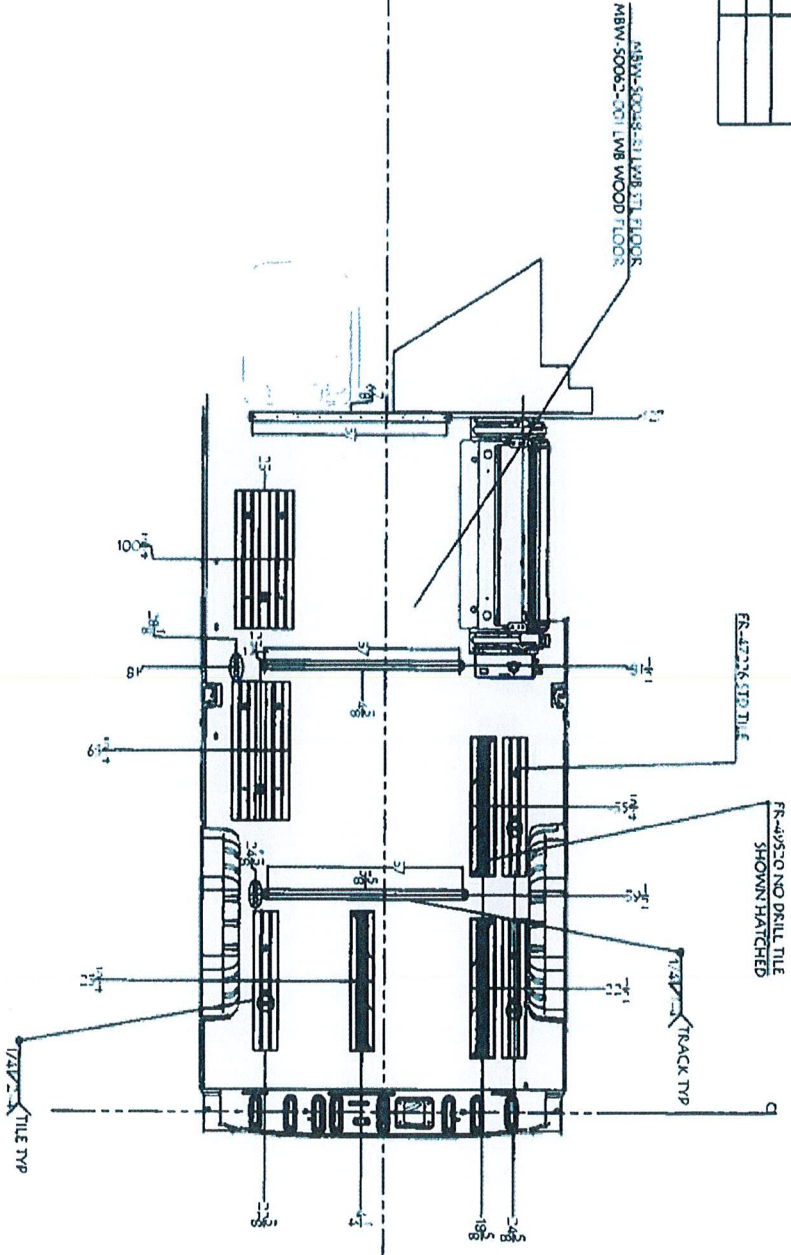


A13173  
A13174

<p><b>DRIVERGE</b> SERVICES, INC. VARIOUS</p>		<p>SCALE: 1/8" = 1'-0"</p>
<p>DATE: 8/20/21</p>	<p>PROJECT: [Blank]</p>	<p>REV: A</p>
<p>1-800-468-2346</p>	<p>14800 S. 148th Ave., Suite 100 Tulsa, Oklahoma 74134</p>	<p>SHEET 1 OF 1</p>

Rev Level	REASON	DATE
A	CORRECTED SEAT TILE POSITION	8/20/20

A13173  
A13174



OPERATING AND MAINTENANCE  
INSTRUCTIONS FOR THE  
SEAT TRACKS AND TILES  
ARE LOCATED IN THE  
VEHICLE SERVICE MANUAL  
AND MUST BE READ  
AND UNDERSTOOD  
BEFORE ANY  
ATTEMPT IS MADE  
TO INSTALL OR  
REPAIR THE  
SEAT TRACKS AND  
TILES.

UNIT'S IDENTIFYING NUMBER  
MUST BE OBTAINED  
FROM THE MANUFACTURER  
AND MUST BE WRITTEN  
ON THE IDENTIFYING  
TAGS.  
MATERIALS  
MUST BE  
PROTECTED FROM  
DAMAGE.  
MATERIALS  
MUST BE  
PROTECTED FROM  
DAMAGE.

DATE	BY	DESCRIPTION

**DRIVERGE**  
VEHICLE INNOVATIONS

144" WB CARCO

SCALE: METRIC

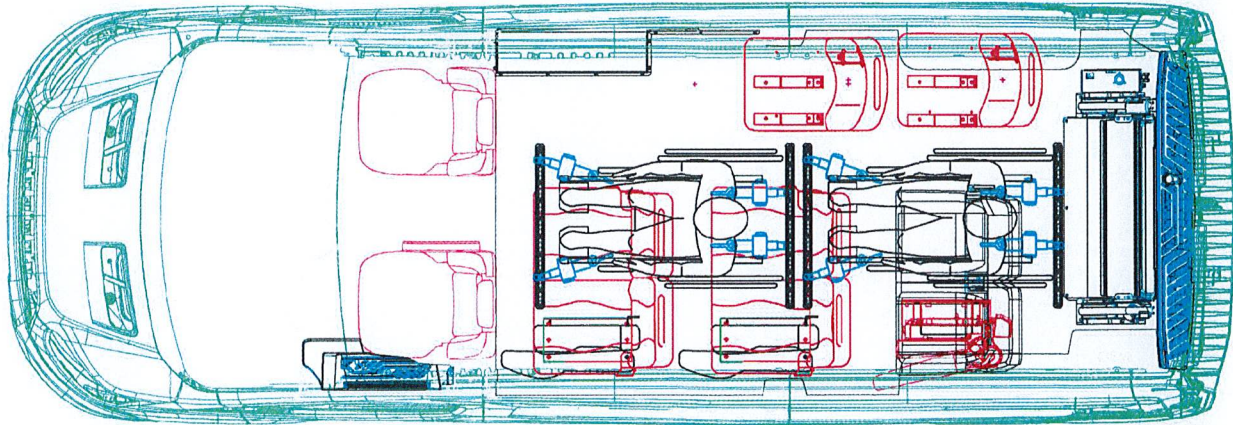
SHEET 1 OF 1

**IFB 6023**

**HIGH ROOF WHEELCHAIR  
VANS**

**OPTIONAL FLOOR PLAN THREE**

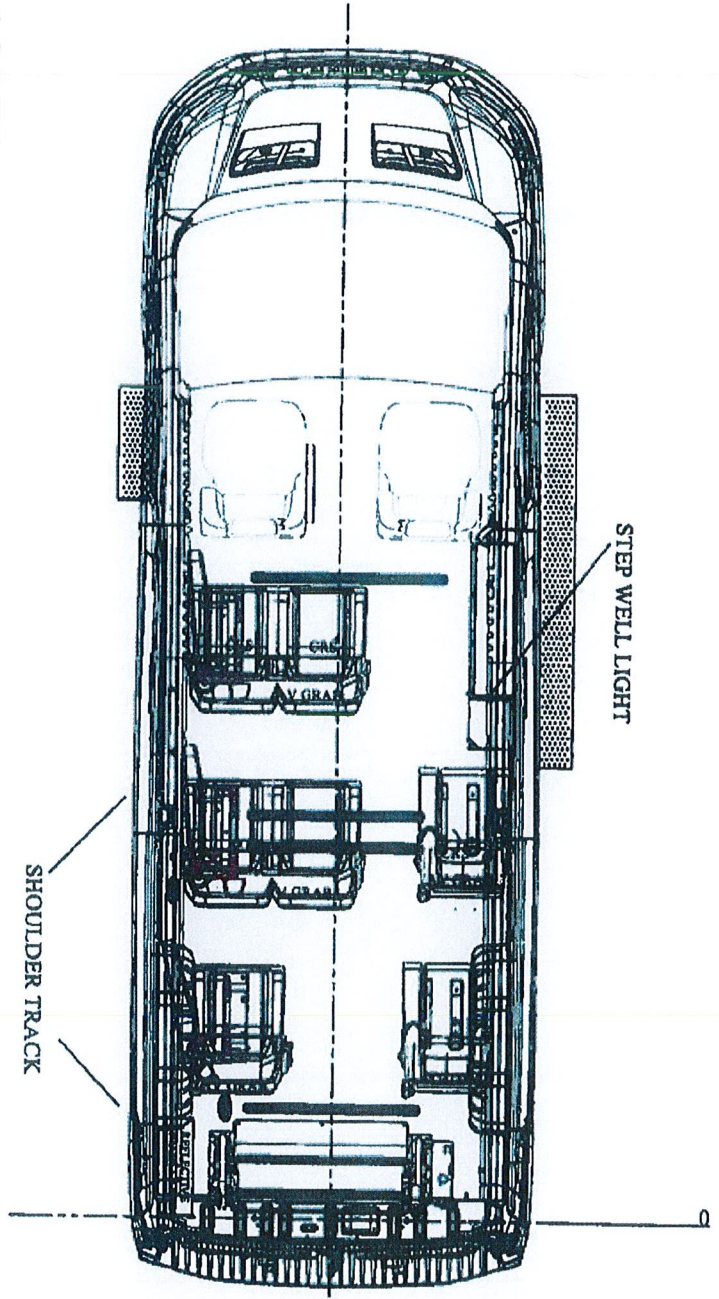
PART NO.



Title:		<b>TRANSITWORKS</b> INNOVATIVE TRANSIT SOLUTIONS
FORD TRANSIT 350 HR CARGO OPTIONAL FLOOR PLAN 3		
THE INFORMATION ON THIS DRAWING IS THE PROPERTY OF MOBILITY WORKS. ANY REPRODUCTIONS OR USE OF THIS DRAWING WITHOUT PERMISSION OF MOBILITY WORKS IS PROHIBITED.		TOLEANCES UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS TO CENTER UNLESS OTHERWISE SPECIFIED
Scale:	1 = 1	.0 ±.000 or .2 .00 ±.030 or .5 .000 ±.010 DO NOT SCALE
Drawn:	Dct: Ga./Mat'l:	Drawing No:
PMC	10/4/16 PLYWOOD SUBFLOOR	COM of VA BID

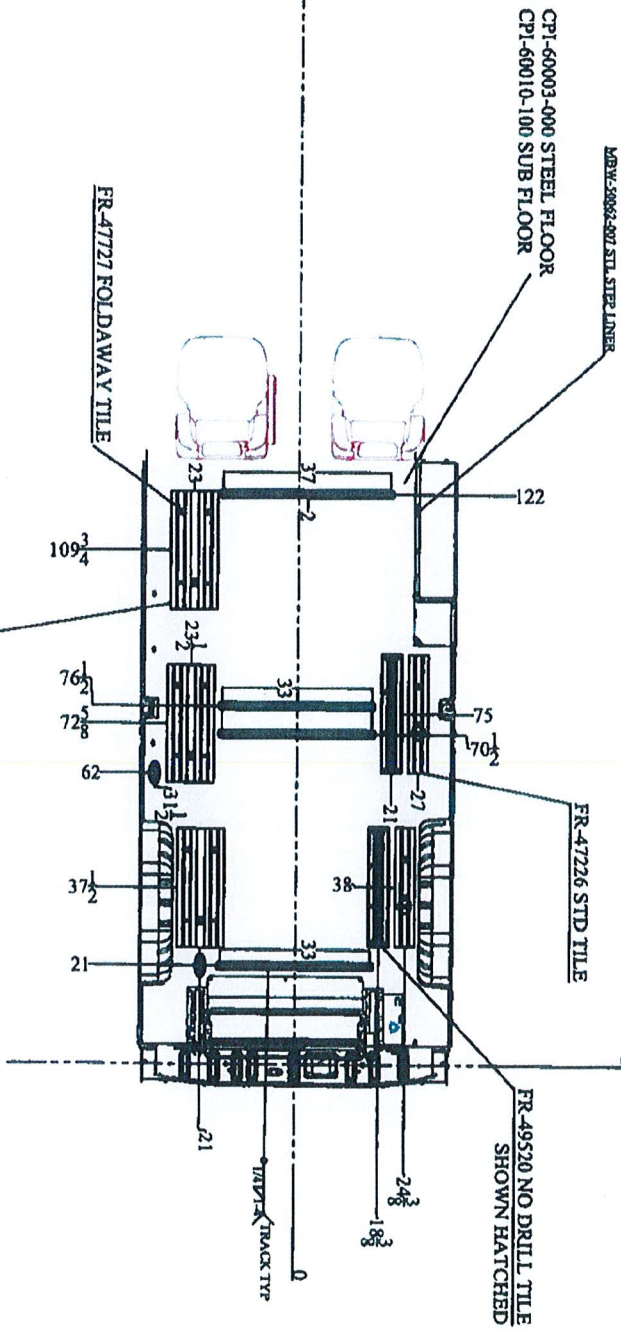
*Optional Floor Plans Three*

A13180  
A13181



UNLESS OTHERWISE SPECIFIED FINISHES SHALL BE AS SHOWN SURFACE FINISH SHALL BE AS SHOWN MATERIALS SHALL BE AS SHOWN		DATE: _____ REV: _____ SIZE: 3/23/20
PROJECT LOCATION: ADDRESS: CITY: STATE: ZIP:	DRAWN BY: CHECKED BY: DATE:	TITLE: <b>DRIVERGE</b> VEHICLE INNOVATIONS 148" WB CARGO
4178K 80 40 504 80404	SCALE: 1/4" = 1'-0" PORT:	SHEET 1 OF 1

A13180  
A13181



SHEETS DRAWING SPECIES DRAWING SPECIES SHEETS DRAWING SPECIES DRAWING SPECIES SHEETS DRAWING SPECIES DRAWING SPECIES		SHEET NO. ORDER NO.	SHEET NO. ORDER NO.	SHEET NO. ORDER NO.	SHEET NO. ORDER NO.
TITLE 148" WB CARGO		SCALE WEIGHT SHEET 1 OF 1			
DRIVERGE VEHICLE INNOVATIONS		REV			



### SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit the subcontractor plan by one of the following methods in order to be considered responsive:

- A. Complete the subcontractor plan as specified in the electronic response; or
- B. Download the "paper response" form, complete the subcontractor plan section, and submit as an attachment with the bid response.

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

Sonny Merryman, Inc. is a Virginia SWaM certified small business.  
Current certification included in next page.

*Mark Roberts* 

1.29.2022

(<http://www.virginia.gov>)



# Directory Listing

MWAA last updated on **JAN 27, 2022 04:16 AM EST**

- Certification Type
- NIGP
- NAICS
- City
- ZIP Code
- Business Category

All  sonny merryman

Match found 1

Sort by:

Show entries:

**Applied Filters** Reset filters

## SONNY MERRYMAN, INC

FLOYD MERRYMAN  
 P O BOX 495  
 Rustburg, VA 24588  
 Phone: (434) 821-1200  
 Fax: (434) 821-8203  
 FLOYD@SONNYMERRYMAN.COM  
 (mailto:FLOYD@SONNYMERRYMAN.COM)

Certification Number: 9485

**SWaM Certification Type:**

Small Start Date: 02-14-2020

SWaM Expiration Date: 02-14-2025

NIGP Code and Description:

07100

AUTOMOBILES, SCHOOL BUSES, SUVs, AND VANS (INCLUDING DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALL OTHER FUEL TYPES)

Pcard: N

Business Category: Retail Trade

**STATE CORPORATION COMMISSION FORM**

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this form may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

**Virginia State Corporation Commission ("SCC") registration information: The Bidder:**

is a corporation or other business entity with the following SCC identification number:  
01109164

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: Mark Roberts Date: 1.29.2022

Name: Mark Roberts

Print

Title: Senior VP

Name of Firm: Sonny Merryman, Inc.

**VENDOR DATA SHEET**

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this sheet may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

1. Qualification: The Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Bidder's Primary Contact:  
Name: Mark Roberts Phone: 434-485-8603 Email: mark@sonnymerryman.com
3. Years in Business: Indicate the length of time Bidder has been in business providing this type of good or service:  
54 Years 2 Months
4. eVA Vendor ID or DUNS Number: C12391 / 01-005-3718
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Bidder is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.
  - A. Company: DRPT Contact: Neil Sherman  
Phone: (804) 786-1154 Email: neil.sherman@drpt.virginia.gov  
Dates of Service: 2000 - Present \$ Value: 20,000,000.00+
  - B. Company: Greater Richmond Transit (GRTC) Contact: Tony Byrd  
Phone: (804) 358-3871 Email: tony.byrd@ridegrtc.com  
Dates of Service: 2000 - Present \$ Value: \$6,000,000+
  - C. Company: WMATA Contact: Multiple - Call Mark at SMI for info  
Phone: (202) 962-1234 Email: Multiple - call Mark at SMI for info  
Dates of Service: 2007 - Present \$ Value: \$20,000,000.00+
  - D. Company: Capital Region Airport Contact: Folger Tuck  
Phone: (804-226-3000) Email: ftuck@flyrichmond.com  
Dates of Service: 2003 - Present \$ Value: \$3,000,000.00+

I certify the accuracy of this information.

Signed: Mark Roberts Title: Senior VP Date: 1.29.2022

Virginia DMV Motor Vehicle Dealer Board Compliance Form

Regarding compliance with Code of Virginia § 46.2 Chapter 15 broadly and § 46.2-1508, 46.2-1566 through 46.2-1573.02, and 46.2-1572 specifically, the undersigned Bidder/Offeror:

is compliant with the provisions of this Code section and can provide their current certifications from the Virginia Department of Motor Vehicles.

**-OR-**

is in the process of becoming compliant with the provisions of this Code section and shall be compliant prior to the closing date and time of the solicitation.

**-OR-**

is exempt from the provisions of this Code section. Bidder/Offeror shall provide a justification or reasoning as to why the Code does not apply to the bid/proposal in response to this procurement.

**PLEASE NOTE: If supporting documentation is not provided with this form, the Contract Officer may request supporting documentation during the evaluation. Failure to provide this information, may result in your (For IFB: bid being declared non-responsive; For RFP: proposal being removed from further consideration.)**

Signature: Mark Roberts Date: 1.29.2022

Name: Mark Roberts  
**Print**

Title: Senior VP

Name of Firm: Sonny Merryman, Inc.

### Additional Terms and Conditions

These are Terms and Conditions that the Bidder shall answer and include with their bid. If this attachment is not included with the bid, the bidder shall furnish it to the Contract Officer at the Contract Officers request.

#### A1. DELIVERY

Bidders shall fill out one of the two delivery clauses:

- a. **For Dealers:** Bidders shall be held to the time it takes for them to deliver the vehicle to the customer fully titled after they receive it from the manufacturer (turn time). Bidders shall also indicate how long it takes for the vehicle to be delivered to the dealer after an order has been placed with the manufacturer (lead time).

1. TURN TIME PER VEHICLE ORDERED: 30 DAYS AFTER RECEIPT FROM MANUFACTURER
2. MANUFACTURER'S LEAD TIME PER VEHICLE: 240 DAYS ARO

Throughout the life of the contract, the Commonwealth understands that issues may arise during the model year and delay the vehicle lead time. If the manufacturer communicates a manufacturing delay, contractor shall notify the DPS Statewide Sourcing and Contracting Officer as well as the authorized users who are impacted.

\$100 dollars per day shall be deducted from the final price on vehicles that are not delivered within the Turn Time Per Vehicle Ordered. This deduction is not to be considered a factor when calculating whether the financial deal offered to another public body in Virginia is better than that offered to DGS pursuant to the Financial Warranty clause. This deduction shall not apply to delivery delays initiated, authorized, or requested by the Authorized User.

Failure to deliver in a timely matter may result in the termination of the contract. This deduction shall only apply to contractors acting as dealers.

- b. **For Manufacturer Direct Sales:** Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder. Bidders shall indicate their current expected delivery time below:

BIDDER'S CURRENT EXPECTED DELIVERY TIME: N/A CALENDAR DAYS ARO

If during the life of the contract there are any delays in production of the vehicles, the contractor shall notify both the Statewide Sourcing and Contracting Officer and the impacted authorized users. If the contractor's delivery is delayed due to an event beyond the contractor's control including, but not limited to, natural disaster, fire, an act of war or terrorism, or a labor strike then the time for delivery of the vehicles shall be extended by the Commonwealth for thirty (30) days unless negotiated after such event has ended. The Commonwealth shall evaluate these situations on a case-by-case basis.

Any deliveries that are not impacted by such an even and are delivered outside the expected time shall have a \$100 dollars per day fee deducted from the final price. This deduction is not to be considered a factor when calculating whether the financial deal offered to another public body in Virginia is better than that offered to DGS pursuant to the Financial Warranty clause. This deduction shall not apply to delivery delays initiated, authorized, or requested by the Authorized User. Failure to deliver in a timely matter may result in the termination of the contract. This deduction shall only apply to contractors who are the manufacturers of the vehicle.

## **Federal Clauses**

### **ACCESS TO RECORDS AND REPORTS**

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### **AMERICANS WITH DISABILITIES ACT(ADA)**

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

### **BUS TESTING**

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11.

### **BUY AMERICA REQUIREMENTS**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be

obligated unless all 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. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

Notice of Policy on the Implementation of the Phased Increase in Domestic Content Under the Buy America Waiver for Rolling Stock and Notice of Public Interest Waiver of Buy America Domestic Content Requirements for Rolling Stock Procurement in Limited Circumstances IV, 81 Federal Register 60278 (September 1, 2016)

For rolling stock contracts entered into on or after October 1, 2015, i.e., the effective date of the FAST Act, the applicable domestic content percentage under section 5323(j)(2)(C) will be based on the scheduled delivery date of the first production vehicle (i.e., the first vehicle intended to carry passengers in revenue service), final acceptance notwithstanding. Thus, if a recipient or group of recipients as part of a joint procurement entered into a contract for rolling stock on or after October 1, 2015, then the new FAST Act provisions applicable for the date of delivery of the first production vehicle shall apply. Accordingly, if the first production vehicle is delivered in FY2018 or FY2019, the domestic content must be more than 65 percent, and if the first production vehicle is delivered in FY2020 or beyond, the domestic content must be more than 70 percent. These delivery provisions apply to contracts entered into on or after October 1, 2015, unless a waiver is granted. If the delivery date of the first production vehicle is delayed such that it will be delivered in a year with a higher domestic content, FTA will address those situations on a case-by-case basis. The FAST Act amendments do not apply to contracts entered into before October 1, 2015, even if the contract provides for the delivery of the first production vehicle after FY2017. For contracts entered into before October 1, 2015, all vehicles delivered under the original contract base order and any properly exercised options by recipients who are direct parties to the contract may contain a domestic content of more than 60 percent, per the pre-FAST Act requirements.

## **BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

## **CARGO PREFERENCE REQUIREMENTS**

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 loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

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.

## **CIVIL RIGHTS LAWS AND REGULATIONS**

The following Federal Civil Rights laws and regulations apply to all contracts.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2 Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4 Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the

requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**1. Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

**4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**5. Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional

Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

**CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

## **DEBARMENT AND SUSPENSION**

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs for a contract in the amount of at least \$25,000

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) The accompanying certification is a material representation of fact relied upon by the subrecipient. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency and subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

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

The contractor or subcontractor 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. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE's”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

### **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

### **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.

### **EQUAL EMPLOYMENT OPPORTUNITY**

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, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex,

sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with,

litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **FEDERAL CHANGES**

49 CFR Part 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.

## **FLY AMERICA**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within 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 the current FTA Circular 4220 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Agency 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 Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **NOTIFICATION TO FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES**

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.



## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

## **PROMPT PAYMENT**

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. In addition, the contractor 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.

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

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

### **Distracted Driving**

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law,

must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **TERMINATION**

### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency'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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

### 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 Agency 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 be paid only 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 Agency 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 Agency, 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.

### Opportunity to Cure (General Provision)

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

### Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment

under the payment provisions of this contract for services rendered before the effective date of termination.

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 Agency may terminate this contract for default. The Agency 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 Agency.

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 Agency may terminate this contract for default. The Agency 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 Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency 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 Agency.

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 provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency 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 Agency 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 Agency 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 Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and

conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. 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 Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency 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 Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's 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 Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. 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 Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency 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 Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency 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 Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

**VIOLATION AND BREACH OF CONTRACT**

Rights and Remedies of the Agency

The Agency shall have the following rights in the event that the Agency deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and 4. The right to money damages.

For purposes of this Contract, breach shall include.

#### Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the Agency, the Contractor expressly agrees that no default, act or omission of the Agency shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the Agency directs Contractor to do so) or to suspend or abandon performance.

#### Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

#### Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. 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 Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

#### Performance during Dispute

Unless otherwise directed by Agency, 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 its employees, agents or others for whose acts it 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 Agency and the Contractor arising out of or relating to this Contract 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 Agency 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 Agency 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.

FTA Master Agreement, Section 39(b) If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§180.220 and 1200.220.

2 C.F.R. §§ 180.220(b)–(c) (b) Specifically, a contract for goods or services is a covered transaction if any of the following applies: (1) The contract is awarded by a participant in a nonprocurement transaction that is covered under §180.210, and the amount of the contract is expected to equal or exceed \$25,000. (2) The contract requires the consent of an official of a Federal agency. In that case, the contract, regardless of the amount, always is a covered transaction, and it does not matter who awarded it. For example, it could be a subcontract awarded by a contractor at a tier below a nonprocurement transaction, as shown in the appendix to this part. (3) The contract is for Federally-required audit services. (c) A subcontract also is a covered transaction if,— (1) It is awarded by a participant in a procurement transaction under a nonprocurement transaction of a Federal agency that extends the coverage of paragraph (b)(1) of this section to additional tiers of contracts (see the diagram in the appendix to this part showing that optional lower tier coverage); and (2) The value of the subcontract is expected to equal or exceed \$25,000. 2021 State Management Review

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Mark D. Roberts - Senior Vice President hereby certify (Name and title of official)

On behalf of Sonny Merryman, Inc. that (Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Name of Bidder/Company Name: Sonny Merryman, Inc.

Type or print name: Mark Roberts

Signature of authorized representative: [Signature] Date 2 / 5 / 2022

Signature of notary and SEAL: [Signature]



**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

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

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

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

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
  - 1. Debarred,
  - 2. Suspended,
  - 3. Proposed for debarment,
  - 4. Declared ineligible,
  - 5. Voluntarily excluded, or
  - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
  - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
  - 2. Violation of any Federal or State antitrust statute, or,
  - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
- d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
- e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
  - 1. Equals or exceeds \$25,000,,
  - 2. Is for audit services, or,
  - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
  - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
  - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
    - a. Debarred from participation in its federally funded Project,
    - b. Suspended from participation in its federally funded Project,
    - c. Proposed for debarment from participation in its federally funded Project,
    - d. Declared ineligible to participate in its federally funded Project,
    - e. Voluntarily excluded from participation in its federally funded Project, or
    - f. Disqualified from participation in its federally funded Project, and
  - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

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

**Certification**

Contractor: Sonny Merryman, Inc.

Signature of Authorized Official:  Date 2 / 5 / 2022

Name and Title of Contractor's Authorized Official: Mark Roberts - Senior Vice President



### BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

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

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

Name of Bidder/Company Name: Sonny Merryman, Inc.

Type or print name: Mark Roberts

Signature of authorized representative: *Mark Roberts*

Signature of notary and SEAL: *Vicky M Overstreet*

Date of Signature: 2 / 5 / 2022 State of Virginia  
County of Campell



-PLEASE SEE COVER LETTER AND ATTACHMENTS  
-THIS VEHICLE DOES NOT REQUIRE TESTING FOR FTA FUNDED PROCUREMENT

Signature *Mark Roberts*  
Mark D. Roberts - Senior Vice President

**Cindy Poinar**

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**From:** gregory.rymarz@dot.gov  
**Sent:** Monday, November 10, 2014 10:29 AM  
**To:** John Bollinger  
**Cc:** gregory.rymarz@dot.gov  
**Subject:** RE: Ford Transit Full Size and Altoona Testing

Mr. Bollinger,

When procured as a 4 year vehicle, the Ford Transit Van is exempt from testing unless it has been modified in a manner not consistent with Ford QVM guidance.

Respectfully,  
Mr. Gregory Rymarz  
Bus Testing Program Manager  
Federal Transit Administration  
Office of Mobility Innovation, TRI-12  
Room E43-465  
1200 New Jersey Ave. SE  
East Building, 4th floor  
Washington, DC 20590  
Phone: 202-366-6410  
Fax: 202-366-3765  
E-mail: [gregory.rymarz@dot.gov](mailto:gregory.rymarz@dot.gov)

**From:** John Bollinger [mailto:John.Bollinger@transit-works.com]  
**Sent:** Friday, November 07, 2014 1:21 PM  
**To:** Rymarz, Gregory (FTA)  
**Subject:** Ford Transit Full Size and Altoona Testing

Mr. Rymarz,

Does the new Ford Transit full sized vehicle fall under the below question? We are getting many bids that are FTA funded requesting documentation that the Transit van has been Altoona tested. I would like to be able to go back and let them know that it is not required just as the E-Series van was. We are making zero body modifications to the OEM chassis.

**Q.** I am trying to purchase two E-350 vans from Ford. The grant person who is my contact wants the Altoona testing certificate from the Ford dealer but the dealer cannot find this information. Does this testing requirement apply to this type of vehicle?

**A.** The requirement for Altoona testing would depend on the extent (if any) to which the vans are modified from the stock configuration. If these are unmodified Ford E-350 vans, or they have had only limited modifications (e.g., adding a lift or raised roof) performed in strict compliance with Ford's Vehicle Modification Guidelines, then the Bus Testing Regulation (49 CFR Part 665) would consider them to be "unmodified mass-produced vans" and they would be exempt from Bus Testing ("Altoona testing") requirements if offered in the 4-year/100,000-mile service life category. It sounds as if you would buy the vehicles directly from Ford. If that's the case, these vehicles would likely qualify as unmodified mass-produced vans.

From the FTA [Bus Testing](#) page:

Unmodified mass-produced van means a van that is mass-produced, complete and fully assembled as provided by an OEM. This shall include vans with raised roofs, and/or wheelchair lifts, or ramps that are installed by the OEM, or by a



**Ford Motor Company**

*Is proud to recognize*

***Drivege Vehicle Innovations,***

***L.L.C - Ohio***

*as a participant in the*

***Mobility***

***Qualified Vehicle Modifier Program***



*Ryan A. Delaney -- SVE Quality Programs Mgr.*

***November, 2020***

### TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49, regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

**Certification:**

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

**BIDDER/COMPANY**

Name of Bidder/Company Sonny Merryman, Inc.  
Signature of Representative *Mark Roberts*  
Type or Print Name Mark Roberts  
Title Senior Vice President Date 2 / 5 / 2022

**NOTARY**

Type or Print Name Vicky Overstreet  
Signature of Notary *Vicky M Overstreet*  
Place Notary SEAL Here:



NDA 2020 Section 7613 Compliance Form

**Regarding compliance with Section 7613 of the National Defense Authorization Act for Fiscal Year 2020 (NDA 2020), subsection 49 U.S.C. § 5323 (u), the undersigned Bidder/Offeree:**

**IS COMPLIANT** with the provisions of this subsection and certifies the manufacturer is not “owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in” certain foreign countries covered by the restrictions outlined.

**IS NOT COMPLIANT** with the provisions of this subsection and certifies the manufacturer is “owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in” certain foreign countries covered by the restrictions outlined.

For more information regarding the restriction criteria and the provisions of subsection 49 U.S.C. § 5323 (u), visit the FTA Frequently-Asked-Questions for Section 7613 at the following link: <https://www.transit.dot.gov/funding/procurement/frequently-asked-questions-regarding-section-7613-national-defense>

**PLEASE NOTE: Failure to provide this information, may result in your bid being declared non-responsive**

Signature:  Date: 2.7.2022

Name: Mark Roberts  
**Print**

Title: Senior VP

Name of Firm: Sonny Merryman, Inc.



## **Twin-Master Floor Heat System**

Twin-Master Floor Heat System. At only 7" high, the Twin-Master Floor Heater is an ideal heater for under seat and a variety of mounting locations.



- 65,000 BTU Heating Capacity 325CFM
- 6.5 Amps @ 13.5 Volts
- 4,000 feet per minute airflow from unit outlet
- 21" W, 8 1/2" D, 7"H



# **Twin-Air 5 Series Overhead Air & Heat System**

Available in both Air/Heat and Air only configurations, the 5 Series Overhead units provides highly efficient heating and cooling performance for full size commercial vans.



## **A/C & Heat Part# TA0501**

- 23,000BTU Cooling Capacity 500CFM
- 29,000 BTU Heating Capacity 500CFM
- 15 Amps @ 13.5 Volts
- Wt.24lbs.

## **A/C Only Part# TA0502**

- 35,000BTU Cooling Capacity 500CFM
- 15 Amps @13.5 Volts
- Wt .24lbs.
- 34"W, 12"D, 5 1/2"H
- Ford, Chevrolet, and Sprinter Van applications, also many other applications.



# COMMONWEALTH of VIRGINIA

Department of General Services  
Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO  
Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

January 31, 2022

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference – Invitation for Bids: 6023  
Commodity: High Roof Vans with Wheelchair Lifts  
Dated: January 21, 2022  
For Delivery To: Statewide  
Bid Due: February 2, 2022 at 5:00 PM (updated below)  
Public Bid Opening: February 3, 2022 at 1:00 PM (updated below)

The above is hereby changed to read:

1. Reference Closing Date and Time: Bid Closing Date changed to February 14, 2022 at 5:00 PM
2. Reference Public Opening Date and Time: Bid Opening Date changed to February 15, 2022 at 1:00 PM
3. Reference Attachment B – Bid Opening Date: Date changed to February 15, 2022 at 1:00 PM
4. Reference Attachments: Attachment I “Federal Clauses and Certifications” added.
5. Reference Attachment A, Section IV Requirements: The following is added as a requirement:
  - 17. Transit Vehicle Manufacturer:** Converter shall be listed as a Transit Vehicle Manufacturer. Bidders shall submit a copy of the FTA’s goal acceptance letter for the current fiscal year with their bid.
6. Reference Attachment A, Section IV Requirements: The following is added as a requirement:
  - 18. OEM Approved Converter:** Vehicle conversion manufacturer shall be approved converter by the OEM vehicle manufacturer and certified by the OEM manufacturer as an approved converter.
7. Reference Attachment A, Section IV Requirements: The following is added as a requirement:
  - 19. Federal Motor Vehicle Safety Standard (FMVSS) Regulations:** The bidder shall submit with the bid documentation certifying that the offered vehicle meets all applicable FMVSS Regulations. At a minimum, the following standards shall be included in the certification:

<b>FMVSS 204</b>	<b>FMVSS 207</b>	<b>FMVSS 208</b>	<b>FMVSS 210</b>
<b>FMVSS 212</b>	<b>FMVSS 214</b>	<b>FMVSS 219</b>	<b>FMVSS 301</b>



Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Brandon Amsel, VCO  
Statewide Sourcing & Contracting Officer

Sonny Nerryman, Inc.

\_\_\_\_\_  
Name of Firm

*Mark Roberts* Senior VP

\_\_\_\_\_  
Signature/Title

2.3.2022

\_\_\_\_\_  
Date



# COMMONWEALTH of VIRGINIA

## Department of General Services Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO  
Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

February 7, 2022

ADDENDUM NO. 2 TO ALL BIDDERS:

Reference – Invitation for Bids: 6023  
Commodity: High Roof Vans with Wheelchair Lifts  
Dated: January 21, 2022  
For Delivery To: Statewide  
Bid Due: February 14, 2022 at 5:00 PM (updated below)  
Public Bid Opening: February 15, 2022 at 1:00 PM (updated below)

The above is hereby changed to read:

1. Reference Closing Date and Time: Bid Closing Date changed to February 21, 2022 at 5:00 PM
2. Reference Public Opening Date and Time: Bid Opening Date changed to February 22, 2022 at 1:00 PM
3. Reference Attachment B – Bid Opening Date: Date changed to February 22, 2022 at 1:00 PM
4. Reference Attachments: Attachment J "NDAA 2020 Compliance Form" added.

**Note:** A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Brandon Amsel, VCO  
Statewide Sourcing & Contracting Officer

Sonny Merryman, Inc.

\_\_\_\_\_  
Name of Firm

 Senior Vice President

\_\_\_\_\_  
Signature/Title

2.7.2022

\_\_\_\_\_  
Date



# COMMONWEALTH of VIRGINIA

Department of General Services  
Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO  
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

February 18, 2022

ADDENDUM NO. 3 TO ALL BIDDERS:

Reference – Invitation for Bids:	6023
Commodity:	High Roof Vans with Wheelchair Lifts
Dated:	January 21, 2022
For Delivery To:	Statewide
Bid Due:	February 21, 2022 at 5:00 PM (updated below)
Public Bid Opening:	February 22, 2022 at 1:00 PM (updated below)

The above is hereby changed to read:

1. Reference Closing Date and Time: Bid Closing Date changed to February 28, 2022 at 5:00 PM
2. Reference Public Opening Date and Time: Bid Opening Date changed to March 1, 2022 at 1:00 PM
3. Reference Attachment B – Bid Opening Date: Date changed to March 1, 2022 at 1:00 PM

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Brandon Amsel, VCO  
Statewide Sourcing & Contracting Officer

Sonny Merryman, Inc.

\_\_\_\_\_  
Name of Firm

*Mark Roberts* Senior Vice President

\_\_\_\_\_  
Signature/Title

2.20.2022

\_\_\_\_\_  
Date



February 7, 2022

Brandon Amsel  
Procurement Manager II  
DGS | Division of Purchases and Supply  
1111 East Broad Street  
Richmond, VA 23219

Mr. Amsel:

Thank you for the opportunity to offer a response to IFB 6023 for High Roof Wheelchair Vans.

Sonny Merryman, Inc, is accustomed to providing technical assistance to transportation providers throughout Virginia and across the country. We will provide professional and comprehensive assistance and training for all new equipment purchased through this procurement. All training will take place at one of our four service centers (Richmond, Lynchburg, Chesapeake, Northern Virginia) or at the customer's location.

We are offering a Ford / Driverge high roof wheelchair van. This is the same vehicle we have successfully delivered over the past five years to multiple transit properties and human service agencies across Virginia. The Driverge High Roof Van proved to be very dependable, and popular with transit providers. For more information, please visit [driverge.com](http://driverge.com).

Please note that this product does not require an Altoona Bus Test. Comments regarding testing and the required QVM certifications are included in Attachment I.

Again, thank you for this opportunity. Please let me know if you have questions regarding our offer.

Sincerely,

Mark D. Roberts  
Senior VP  
Sonny Merryman, Inc.  
[mark@sonnymerryman.com](mailto:mark@sonnymerryman.com)  
434-485-8603

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

**NORTHERN VIRGINIA**

10149 Piper Lane  
Bristow, VA 20136  
☎ 866.470.0305  
📠 703.331.5518

**CENTRAL VIRGINIA**

5120 Wards Road  
Evington, VA 24550  
☎ 800.533.1006  
📠 434.821.8203

**HAMPTON ROADS**

1221 Fleetway Drive  
Chesapeake, VA 23323  
☎ 866.481.7211  
📠 757.485.3795

**GREATER RICHMOND**

11228 Hopson Road  
Ashland, VA 2305  
☎ 804.297.3111  
📠 804.297.3112



**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) RICHMOND (SERVING THE GREATER RICHMOND AREA) AND CHESAPEAKE (SERVING TIDEWATER)**

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**All chassis warranty work will be performed by a local Chassis dealer with prior approval from Sonny Merryman, Inc.**

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**All body and aftermarket warranty work will be performed by Sonny Merryman, Inc., the vehicle recipient or a local dealer with prior approval by Sonny Merryman, Inc.**

---

**800-533-1006**



**Motor Vehicle Dealer Board**

COMMONWEALTH OF VIRGINIA

2201 West Broad Street, Suite 104

Richmond, Virginia 23220

www.mvdb.virginia.gov

# COMMONWEALTH OF VIRGINIA MOTOR VEHICLE DEALER BOARD

**CERTIFICATE NUMBER: 7325-1-I-0-7191**

**ISSUED: 11/12/2021**

**EXPIRES: 11/30/2023**

**210 MVBAJW**

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 LICENSING LAWS, CHAPTER 15, TITLE 46.2 CODE OF VIRGINIA  
TO ENGAGE IN THE BUSINESS IN THE COMMONWEALTH WITH THE FOLLOWING  
ENDORSEMENT(S):**

- + FRANCHISE DEALER**
- NEW AND USED CARS AND TRUCKS**

*William Childress*

**William R. Childress  
Executive Director,  
Motor Vehicle Dealer Board**

A handwritten signature in black ink, appearing to read "Richard D. Holcomb". The signature is fluid and cursive, with a long horizontal stroke at the end.

**Richard D. Holcomb  
Commissioner, Department of Motor Vehicles  
Chairman, Motor Vehicle Dealer Board**

## Entity Information

### Entity Information

Entity Name: SONNY MERRYMAN, INC.

Entity ID: 01109164

Entity Type: Stock Corporation

Entity Status: **Active**

Series LLC: N/A

Reason for Status: Active and In Good Standing

Formation Date: 01/27/1967

Status Date: 12/31/1975

VA Qualification Date: 01/27/1967

Period of Duration: Perpetual

Industry Code: 0 - General

Annual Report Due Date: N/A

Jurisdiction: VA

Charter Fee: \$1490.00

Registration Fee Due Date: 01/31/2022

### Registered Agent Information

RA Type: Individual

Locality: CAMPBELL COUNTY

RA Qualification: Officer of the Corporation

Name: ANGELO CASTANES

Registered Office Address: 5120 WARDS ROAD, EVINGTON, VA, 24550 - 0000,  
USA

### Principal Office Address

Address:  
Privacy Policy (<https://www.scc.virginia.gov/privacy.aspx>) Contact Us

([https://www.scc.virginia.gov/alk/alk\\_contact.aspx](https://www.scc.virginia.gov/alk/alk_contact.aspx))

5120 WARDS ROAD EVINGTON VA 24550, P.O.  
 BOX 495 RUSTBURG VA 24588, RUSTBURG, VA (Virginia State Corporation Commission)  
 24588 - 0000, USA (https://twitter.com/VASateCorpComm)

## Principal Information

Title	Director	Name	Address	Last Updated
S/T/CONTROLLER	Yes	CYNTHIA F. CUTLER	127 ABBY CT., MADISON HEIGHTS, VA, 24572 - 0000, USA	02/13/2018
President	Yes	FLOYD W MERRYMAN III	35 BLACKWATER, PENHOOK, VA, 24137 - 0000, USA	02/13/2018
VP-ADMIN	Yes	A PATIRCIA MERRYMAN	PO BOX 177, RUSTBURG, VA, 24588 - 0000, USA	02/13/2018
SR. VP	Yes	MARK D ROBERTS	3165 MCIVER FERRY RD., GLADYS, VA, 24554 - 0000, USA	02/13/2018
VP- MARKETING	Yes	DEAN G. FARMER	213 SHANNON FOREST DR., RUSTBURG, VA, 24588 - 0000, USA	02/13/2018

## Current Shares

Total Shares: 750000

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[https://www.scc.virginia.gov/clk/clk\\_contact.aspx](https://www.scc.virginia.gov/clk/clk_contact.aspx)



## Buy America Content % Breakdown Virginia Bid Base Vehicle

System (Or Group of Components)		Supplier Name	Manufacturing Location (U.S. or Foreign)	Manufacturing Location (if U.S. - City & State; if Foreign - City & Country)	Subcomponent % of Component and Component Total %		Component % of Vehicle	
					U.S.	Foreign	U.S.	Foreign
Component	Description							
ALT-CR1872	Black Chroma Phantom	Compass Flooring	Foreign	United Kingdom	0%	100%	0.00%	1.64%
AMFA-200269390	AMFA FLOOR POCKET	AMF Bruns of America	Foreign	Netherlands	0%	100%	0.00%	0.14%
APP-10-2016	ROLLED INSULATION - 125' LENGT	Applegate Insulation	U.S.	Listonolle, GA	100%	0%	2.98%	0.00%
BPW-19750041114	Transpec Roof Hatch with 6" Tr	Bus Parts Warehouse	U.S.	Charlotte, NC	100%	0%	1.98%	0.00%
BPW-FIR200902	Body Spill Kit W/Plastic Box	Bus Parts Warehouse	U.S.	Buffalo, NY	95%	5%	0.06%	0.00%
BPW-SB23	NO SMOKING Decal, Red on white	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.02%	0.00%
BRA-400534KS	Transit side door install kit	Braun Ability	U.S.	Winamac, IN	100%	0%	1.16%	0.00%
BRANCL9191B-2	KB New Revised Braun Century S	Braun Ability	U.S.	Winamac, IN	61%	39%	20.24%	0.00%
CLEANSUPPY	Cleaning Products for Detail o	Dove Auto Wax and Supply	U.S.	Houston, TX	100%	0%	0.11%	0.00%
COR-95-03-005	Triangle Reflector Kit	Darling Fire and Safety	U.S.	Franklin Park, IL	100%	0%	0.12%	0.00%
CUT-OVHDHT HR	Overhead height decals- 9' 1"	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.01%	0.00%
CUT-TRANEXTRASP	Ford Transit Extra Space Decal	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.01%	0.00%
CUT-TRANWARRANT	Ford Transit warranty Decal	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.01%	0.00%
CUT-TRW LOGO	TransitWorks Logo	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.01%	0.00%
CUT-WARCARD	Warranty Service Card	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.00%	0.00%
DFS-5MB6HB99-S	5# abc Fire extinguisher w/ br	Darling Fire and Safety	Foreign	Mexico	0%	100%	0.00%	0.23%
DFS-90754	71 PIECE FIRST AID KIT CLASS A	Darling Fire and Safety	U.S.	Vancouver, WA	63%	37%	0.11%	0.00%
DFS-RS-5RW	1" x 50yd Roll red/white refle	Darling Fire and Safety	U.S.	Huntington Beach, CA	100%	0%	0.11%	0.00%
ELECT SUPPLIES	All electrical supplies for In	Endries International	Foreign	Mexico	0%	100%	0.00%	0.81%
FASTENERS	All Fasteners for installation	Endries International	Foreign	China	0%	100%	0.00%	2.68%
FE752NA009-04-3	OMNI L-TRK SURFACE ANGLED 9°	Q'Straint	U.S.	Ft. Lauderdale, FL	61%	39%	0.26%	0.00%
FE753NA055-04-N	Omni L Track Flange 55" With H	Q'Straint	U.S.	Ft. Lauderdale, FL	61%	39%	0.78%	0.00%
FR-47226-1N	Rigid Seat Tile	Freedman Seating Company	U.S.	Chicago, IL	100%	0%	0.25%	0.00%
FR-47727-1N	Foldaway Seat Tile	Freedman Seating Company	U.S.	Chicago, IL	100%	0%	0.74%	0.00%
FR-49520-1N	No Drill Zone Rigid Tile	Freedman Seating Company	U.S.	Chicago, IL	100%	0%	0.28%	0.00%
FR-I01B00N000C0	Single-3PT 16" Mid-High CS	Freedman Seating Company	U.S.	Chicago, IL	85%	15%	3.43%	0.00%
FR-I02A00E00SW	Double-3PT 17.5" GO ES Mid-Hi	Freedman Seating Company	U.S.	Chicago, IL	85%	15%	4.29%	0.00%
FR-I02A00M10SO	Double-3PT Mid-High Foldaway S	Freedman Seating Company	U.S.	Chicago, IL	85%	15%	9.14%	0.00%
GEA-EMEXDEC	Emergency Exit Decal	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.02%	0.00%
GRAF-TIREPRESS	tire pressure decal	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.01%	0.00%
GRAF-TPOVERLAY	tire pressure overlay	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.00%	0.00%
GRAF-WCLIFTOPER	Wheelchair Lift Operation Deca	Cutting Edge Signs	U.S.	Twinsburg, OH	100%	0%	0.02%	0.00%
GROT-43222	MOUNTING FLANGE	Grote Industries	Foreign	China	0%	100%	0.00%	0.03%
GROT-5053-3	School Bus Wedge LED Marker Li	Grote Industries	U.S.	Madison, IN	100%	0%	0.14%	0.00%
GROT-61G31	WHITE LED 60 SERIES LED DOME	Grote Industries	U.S.	Madison, IN	100%	0%	0.55%	0.00%
GROT-67016	TWO WIRE 90 DEGREE PIGTAIL	Grote Industries	Foreign	Mexico	0%	100%	0.00%	0.05%
JFK-XB9500-SC	Extrabond 9500-SC Hybrid Polyu	JFK Buying Group	U.S.	Mansfield, OH	100%	0%	0.04%	0.00%
KEM-0518-BR-144	Brite Carpet Binder Bar	Temple Products	U.S.	Elkhart, IN	100%	0%	0.21%	0.00%
LAV-509-C	Grommet for floor pass thru	Lavature Products	Foreign	China	0%	100%	0.00%	0.00%
LG-PRC507-AX-11	Programmable Relay Power Cente	LGS Group	U.S.	Auburn, CA	60%	40%	2.01%	0.00%
LGS-A-6500-15	Gateway Activation Kit	LGS Group	U.S.	Auburn, CA	84%	16%	1.60%	0.00%
LOOM	All Loom for Wiring	Endries International	Foreign	Canada	0%	100%	0.00%	0.12%
MBW-0C8432X-01	DIAMOND SHORT DRIVER BOARD	Owens Products	U.S.	Sturgis, MI	100%	0%	0.36%	0.00%
MBW-10-1266	RUNNING BOARD BRACKET KIT	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.58%	0.00%
MBW-120051	WEATHER-TECH SINGLE REAR MUD F	Weather-Tech	U.S.	Bolingbrook, IL	100%	0%	0.22%	0.00%
MBW-20357-019	GRAB HANDLE WELDMENT	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.39%	0.00%
MBW-20363-001	Front MTG Bar	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.48%	0.00%
MBW-20363-002	Rear MTG Bar	NC Chassis	U.S.	Tallmadge, OH	100%	0%	1.17%	0.00%
MBW-20364	LOWER TRIM	JBC Technologies	U.S.	North Ridgeville, OH	100%	0%	0.37%	0.00%
MBW-20386-061	BACK PANEL	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.15%	0.00%
MBW-20386-100	ELECTRIC DOOR ASSY WMATA	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.60%	0.00%
MBW-20399-086	Rear Heat Cover	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.16%	0.00%
MBW-20402-003	Breaker cover	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.06%	0.00%
MBW-20416	31.5" X 4.5" THICK FOAM W.PSA	JBC Technologies	U.S.	North Ridgeville, OH	0%	100%	0.00%	0.03%
MBW-20417	46"X.14"X.125 THICK	JBC Technologies	U.S.	North Ridgeville, OH	0%	100%	0.00%	0.05%
MBW-50039-003	Orange Crush Tube 5"	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.12%	0.00%
MBW-50044-004	9 7/8" DRIVE SHAFT LOOP	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.13%	0.00%
MBW-50048-001	LWB.FWD, DR SIDE STEEL	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.30%	0.00%
MBW-50048-002	LWB-EL, FORWARD PASSENGER SIDE	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.38%	0.00%
MBW-50048-003	LWB.SWD, PASS SIDE REAR	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.37%	0.00%
MBW-50048-006A	SUPPORT BAR .375X1.5X65	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.14%	0.00%
MBW-50048-006C	SUPPORT BAR .375X1.0X53	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.23%	0.00%
MBW-50048-006D	SUPPORT BAR .375X1.5X37	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.06%	0.00%
MBW-50048-006E	SUPPORT BAR .375X1.5X12	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.10%	0.00%
MBW-50048-006F	SUPPORT BAR .375X1.5X28	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.05%	0.00%
MBW-50048-012	LWB.SWD,DR SIDE RIGHT PANEL	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.35%	0.00%
MBW-50050-001	Triangle Kit Mounting Bracket	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.07%	0.00%
MBW-50062-002	AWB Plywood Floor Front	Reserve Lumbar	U.S.	Bay Village, OH	100%	0%	0.79%	0.00%
MBW-50062-003	LWB Plywood Floor Center	Reserve Lumbar	U.S.	Bay Village, OH	100%	0%	0.58%	0.00%
MBW-50062-004	AWB Plywood Floor Rear	Reserve Lumbar	U.S.	Bay Village, OH	100%	0%	0.66%	0.00%
MBW-50062-005	REAR THRESHOLD MEDALLION WALLS	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.30%	0.00%
MBW-50062-006	FRONT THRESHOLD	CNC Metal Products	U.S.	Wooster, OH	100%	0%	0.21%	0.00%
MBW-50087-008	CONVEX MIRROR BOW	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.10%	0.00%
MBW-50087-012	Heater Mount	NC Chassis	U.S.	Tallmadge, OH	100%	0%	0.36%	0.00%
MBW-50087-016	Inlet Filter Face	Joslyn Manufacturing	U.S.	Macedonia, OH	100%	0%	0.05%	0.00%
MBW-70001	55" Tapped Bar	NC Chassis	U.S.	Tallmadge, OH	100%	0%	1.40%	0.00%
MMC-13155A240	RECESSED PULL HANDLE	McMaster-Carr	U.S.	Everett, WA	100%	0%	0.01%	0.00%
MMC-1556A54	Angle Bracket	McMaster-Carr	Foreign	China	0%	100%	0.00%	0.05%
MMC-1658A112	PIANO HINGE	McMaster-Carr	U.S.	Brookfield, IL	100%	0%	0.08%	0.00%
MMC-1770A527	KEY CYLINDER	McMaster-Carr	U.S.	Mauldin, SC	100%	0%	0.05%	0.00%
MMC-5862K12	DISK MAGNET	McMaster-Carr	Foreign	China	0%	100%	0.00%	0.02%
MMC-69875K59	BATTERY TERMINAL COVER	McMaster-Carr	U.S.	Franksville, OH	100%	0%	0.03%	0.00%
MMC-69915K53	Compact Plastic Submersible Co	McMaster-Carr	Foreign	Germany	0%	100%	0.00%	0.05%
MMC-8694K78	Weather- and Abrasion-Resistan	McMaster-Carr	U.S.	Bolingbrook, IL	100%	0%	0.03%	0.00%
MMC-90107A029	316 Stainless Steel Washer for	McMaster-Carr	Foreign	Various (India, China, or	0%	100%	0.00%	0.00%
MMC-91251A345	Black-Oxide Alloy Steel Socket	McMaster-Carr	U.S.	Euclid, OH	100%	0%	0.00%	0.00%
MMC-91251A542	Black-Oxide Alloy Steel Socket	McMaster-Carr	U.S.	Euclid, OH	100%	0%	0.01%	0.00%
MMC-92949A269	18-8 Stainless Steel Hex Drive	McMaster-Carr	Foreign	Taiwan	0%	100%	0.00%	0.00%
MMC-94074A147	Screws for Metal Framing for D	McMaster-Carr	Foreign	Various	0%	100%	0.00%	0.00%
MMC-9542K222	MBW-50058-064, PLASTIC SHIM FO	McMaster-Carr	U.S.	Reading, PA	100%	0%	0.02%	0.00%
MMC-97217A359	Zinc/Yellow Plated Steel Rivet	McMaster-Carr	Foreign	Taiwan	0%	100%	0.00%	0.03%
MMC-97217A393	Zinc/Yellow Plated Steel Rivet	McMaster-Carr	Foreign	Taiwan	0%	100%	0.00%	0.03%
MOB-502273	Driver Sidewall	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	1.61%	0.00%
MOB-502274	Passenger Sidewall	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	1.12%	0.00%
MOB-502276	Cab To cargo Floor Trim	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.08%	0.00%
MOB-502277P	Pass. Rear Cargo Window Shroud	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.33%	0.00%

## Buy America Content % Breakdown Virginia Bid Base Vehicle

MOB-502279	Passenger B Pillar Trim	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.10%	0.00%
MOB-50227D	Driver Rear Cargo Window Shrou	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.33%	0.00%
MOB-502280	Slider Door Panel	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.58%	0.00%
MOB-502358	High Roof Center Headliner	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	1.73%	0.00%
MOB-502359	High Roof Driver Rear Corner C	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.08%	0.00%
MOB-502360	High Roof Passenger Rear Corner	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.08%	0.00%
MOB-502361	High Roof Driver Side Headline	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	1.34%	0.00%
MOB-502362	High Roof Passenger Side Headl	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	1.33%	0.00%
MOB-502386	Rear Driver Door Window Shroud	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.10%	0.00%
MOB-502387	Rear Passenger Door Window Shr	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.10%	0.00%
MOB-502393	51X5, 125 Side Lift Black Plast	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.05%	0.00%
MOB-502581	High roof overhead a/c cover	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.42%	0.00%
MP-NYL1X1X15	1x1x15 NYLON FLOOR LIFT FILL	Medallion Plastics	U.S.	Elkhart, IN	100%	0%	0.06%	0.00%
MR-HY12C	Adhesive Hybond MC-5 Glue.	Miami Rubber	U.S.	St. Clair, MO	100%	0%	0.11%	0.00%
NAPA-409503	Pag Oil for Ford Air Condition	NAPA Auto Parts	Foreign	China	100%	0%	0.04%	0.00%
NAPA-ANTIFREEZ	Antifreeze - Standard	Ganley Ford	U.S.	Dearborn, MI	100%	0%	0.89%	0.00%
NAPA-FREON	R-134A Freon Container, #9535	Blue Springs Ford	Foreign	China	0%	100%	0.00%	0.27%
NTEA-BLNK LBL	Blank Label to Print Altered o	National Truck Equipment Assoc.	U.S.	Dearborn, MI	100%	0%	0.01%	0.00%
PAINT/SUPPLIES	Paint and Paint Supplies	API	U.S.	Pittsburgh, PA	100%	0%	0.64%	0.00%
PET-B168-181	GASKET FOR BRUSH GUARD	Peterson Manufacturing	U.S.	Grandview, MO	100%	0%	0.01%	0.00%
PET-M168A	168A PIRANHA AMBER LED MARKER	Peterson Manufacturing	U.S.	Grandview, MO	100%	0%	0.07%	0.00%
PET-M818W-9	4" Round, 9 Diode Led Dome Lig	Peterson Manufacturing	U.S.	Grandview, MO	100%	0%	0.36%	0.00%
PRO-02-000-149	1" (4 Position) linestake clam	Twin-Air	Foreign	China	0%	100%	0.00%	0.04%
PRO-04-000-004	2.5" Air Duct Hose	Twin-Air	Foreign	China	0%	100%	0.00%	0.02%
Q8-6326A1-HR131	-Retractable lap/shoulder comb	Q'Straint	U.S.	Ft. Lauderdale, FL	61%	39%	1.64%	0.00%
QST-Q-8101-L	QRT Deluxe Kit for L-track	Q'Straint	U.S.	Ft. Lauderdale, FL	61%	39%	3.18%	0.00%
QST-Q5-7551-SRS	Silver surface rail track end	Q'Straint	U.S.	Ft. Lauderdale, FL	100%	0%	0.04%	0.00%
ROS-601DOF	6" RND CONVEX SPOT MIRROR	Rosco	U.S.	Jamacia, NY	100%	0%	0.05%	0.00%
ROS-BAS3001	BRACKET	Rosco	U.S.	Jamacia, NY	100%	0%	0.05%	0.00%
SL-8663	End Cap For Series L Flanged T	Q'Straint	Foreign	China	0%	100%	0.00%	0.03%
SL-8705	Premium Web Cutter	Q'Straint	Foreign	China	0%	100%	0.00%	0.03%
TA-060245DC	Twin-Air 6 Series Overhead Air	Twin-Air	U.S.	Elkhart, IN	100%	0%	12.47%	0.00%
WIN-MATA-001	Marker Light Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	1.13%	0.00%
WIN-MATA-006	Lift Enable Signal	Winar Connections	U.S.	Richfield, OH	95%	5%	0.12%	0.00%
WIN-MATA-007	J18 Connection Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	0.11%	0.00%
WIN-MATA-008	Master Light Power Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	0.18%	0.00%
WIN-MATA-011	Climate Control Power Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	0.11%	0.00%
WIN-MATA-012	J20 Grounding Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	0.03%	0.00%
WIN-MATA-013	6 LIGHT DOMELIGHT HARNES	Winar Connections	U.S.	Richfield, OH	95%	5%	0.53%	0.00%
WIN-MATA-014	Dome Light Switch Harness	Winar Connections	U.S.	Richfield, OH	95%	5%	0.19%	0.00%

Totals					US	Foreign
Vehicle Material Subtotal					93.63%	6.37%

Final Assembly Point: Akron, OH

The Vehicles were Altered in Akron, OH to change the van from an OEM Cargo Chassis to a wood subfloor paratransit vehicle with aftermarket seating. There was a wood subfloor system installed into the vehicle that allows aftermarket seating to be installed. Additional items such as wheelchair lift, wheelchair tie downs, steps, safety kits, stanchion poles and back up alarms were also installed.

# Warranty Policy

## **Driverge Limited Warranty Policy for all Driverge Converted Commercial Vans**

Driverge builds the highest quality vehicles in the industry. Should you have any questions regarding the warranty on your Driverge van, please refer to the information listed below, contact your sales representative or call us at 1-855-337-9543. Driverge warrants each conversion, and other parts manufactured by Driverge and added to a chassis, to be free from defects in material and workmanship, under normal use and service, for a period of three (3) years, or thirty-six thousand (36,000) miles on the converted chassis, whichever occurs first, from the original purchase date from Driverge or an authorized Driverge dealer.

### **Warrantor:**

This warranty is granted by Driverge, 1090 West Wilbeth Road, Akron, Ohio 44314. No changes to this warranty can take place without express written consent by an executive officer of Driverge.

### **Procedure for Obtaining Performance Under This Warranty: Procedure for Obtaining Performance Under This Warranty:**

In order to keep this warranty in effect, the owner must have the vehicle and its parts maintained as prescribed by the chassis manufacturer, lift manufacturer and Driverge. If a possible warranty claim arises, the owner must notify Driverge within 48 hours of the occurrence and before seeking service. To notify Driverge of a possible warranty claim, call us at 1-855-337-9543 . All warranty repairs must be authorized by Driverge in writing before they are performed. If a repair or replacement by an authorized service center is determined by Driverge to be impractical, the owner shall contact Driverge to make arrangements for the return of the defective part or products. Failure to comply with these procedures could lead to a possible denial of warranty coverage at Driverges' discretion. Driverge reserves the right to make a physical inspection by authorized factory personnel of the vehicle following any complaint.

### **Parties to Whom Warranty is Extended:**

This warranty shall be extended to the original purchaser and any legal transferee to whom such product is transferred during the warranty period except where limited as noted.

### **Items Not Covered:**

Driverge is an upfitter of non-emergency transport vehicles and mini-vans whose products are mounted on chassis manufactured and expressly warranted by other manufacturers. This warranty does not, therefore, extend to nor cover any portion of the vehicle, nor contents thereof which has been separately warranted by another manufacturer; or manufactured by a manufacturer other than Driverge, except to the extent specifically required by any applicable Federal law or regulation. Driverge does not warrant the automotive chassis. Any and all parts supplied with the automotive chassis by the chassis manufacturer are strictly

not covered by Driverge. These include, but are not limited to, engine, transmission, air conditioning (OEM), heater, brakes and the factory body. Consult the chassis manufacturer's warranty with regard to those items. Driverge will reasonably assist the buyer to assure that the chassis manufacturer honors warranty obligations but Driverge accepts no liability for it. With regards to parts manufactured by others, which carry their own manufacturer's warranty (such as wheelchair lifts, wheelchair and occupant restraint systems, audio equipment, rear air conditioning unit, batteries, tires, etc.) Driverge warrants its proper factory installation only. Refer to the warranty documents provided to the purchaser for information on how to obtain warranty service for these parts; or see the quick reference below.

<b>MANUFACTURER'S WARRANTY SUMMARY</b>				
<b>Company</b>	<b>Contact</b>	<b>Phone</b>	<b>Parts</b>	<b>Labor</b>
<b>LIFTS</b>				
<b>BRAUN</b>	Kim Hanson	800-946-7513 ext. 3028	* See below	1 year/3,000 cycles [ADA member only – 3 years/10,000 cycles]
<b>RICON</b>	Renaldo	800-322-2884 ext. 3102	† See below	1 year
<b>MAXON</b>	Tom Irwin	800-227-4116	3 Years/18,000 cycles	3 Years/18,000 cycles
<b>SEATS</b>				
<b>FREEDMAN</b>	Terry Gogins	773-524-2440 ext. 233	1 year from manufacture date	-
<b>AMF Bruns of America</b>	Steven	877-506-3770	1 year	-
<b>REAR HEAT &amp; AC</b>				
<b>TWINAIR</b>	Roger Burks	574-295-1129	3 years/36,000 miles	3 years/36,000 miles

### WHEELCHAIR RESTRAINTS

<b>SURE-LOK/Q'STRAIT</b>	Sabrina	610-814-0300	§See below	-
<b>AMF Bruns of America</b>	Steven	877-506-3770	**See below	-

### RAMPS

<b>AMF Bruns of America</b>	Steven	877-506-3770	1 Year	-
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\*Braun lift warranty – Five (5) year warranty on power train parts, including cable, cylinder, flow control, gear box, motor, pump, hydraulic hose & fittings, and the solid state controller; all remaining lift parts are covered by a three-year / 10,000 cycle warranty. The warranty registration card must be processed to activate the warranty.

† Ricon lift warranty – Five (5) year warranty on lift power train parts, all remaining lift parts are covered by a one-year / 3,000 cycle warranty. The warranty registration card must be processed to activate the warranty.

§ Sure-Lok restraint warranty - Three (3) year warranty on Titan series; one (1) year warranty on all other Sure-Lok products.

\*\*TransitWorks AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS\*\*

\*\* AMF-Bruns of America restraint warranty - Three (3) years on Platinum series; Two (2) years on Silver series; One (1) year on Black series

#### **Other Items Not Covered:**

- Damage or defects due to the installation of equipment by anyone other than Driverge factory personnel.
- Damage or deterioration due to normal use, wear and tear or exposure.
- Normal maintenance services such as, but not limited to, wheel alignment and balancing, tune-ups, oil changes, and other similar normal maintenance items.
- Damage due to improper repairs, warranty or non-warranty, made by persons other than Driverge.
- Paint or body damage due to improper operation of doors, wheelchair lifts, loading and unloading of passengers, accidents etc.
- Repairs and adjustments required as a result of misuse, negligence, modification, alteration, tampering, disconnection, improper adjustments

unless performed by a dealership or any other authorized persons during warranty repair work of repairs, accident, and use of add-on parts/materials.

- Normal noise, vibrations, wear and tear and deterioration such as discoloration, fading, deformation or blur are not covered.
- Vehicles and their parts that have been deemed scrap or salvage as a result of an accident or any other situation other than normal use are not covered by this warranty.
- Imperfections in body paint are normally apparent at the time of original vehicle inspection (delivery) and are to be reported immediately. Delay may lead to additional damage which may not be covered by this warranty.

This warranty does not extend to any defect or problem caused by the negligence or acts of the purchaser, dealers or others, failure to operate or maintain the product in accordance with the operating and maintenance instructions furnished with each new product, unreasonable use, accidents, alterations or ordinary wear and tear.

**Remedy:**

If within the applicable warranty period, any part or installation work included in this warranty, proves to be defective in material or workmanship, Driverge shall, at its option, repair or replace the defective parts. Parts and labor shall be at Driverge's expense at a mutually agreed upon standard labor rate. An authorized Driverge personnel must approve an estimate for labor time. Transportation, towing, rental vehicles or field call other than by Driverge personnel are not covered.

**Design Changes:**

Driverge reserves the right to make changes in the design and material of its products without incurring any obligation to incorporate such changes in any product previously manufactured or advertised

**Entire Warranty:**

This warranty may be altered only in writing signed by an executive officer of Driverge. It may not be altered or extended orally or in writing by any other person. Driverge does not authorize any person to create for it any other obligation or liability in connection with a Driverge vehicle.

**Severability:**

Whenever possible, each provision of this warranty shall be interpreted so as to be effective and valid under any applicable law.

**Exclusions and Implied Warranties:**

Driverge shall not be responsible or liable for indirect or consequential damages of any kind, however arising, including but not limited to loss of any products, loss of time, inconvenience, incidental or consequential damages with respect to persons, business or property, whether as a result to breach of warranty, negligence or otherwise. Driverges' liability shall be limited solely, at Driverges' option, to repair or replacement of the goods or component parts not meeting the quality and specifications warranted. No other warranty,

express or implied, shall apply including any implied warranty or fitness for a particular purpose, and any such implied warranties are expressly disclaimed. In the event that applicable law prevents the disclaimer of any implied warranties, then such implied warranties shall be limited to the duration of this express warranty i.e. limited to three (3) years or thirty-six thousand (36,000) miles on the automotive chassis, whichever comes first, from the date of original retail purchase

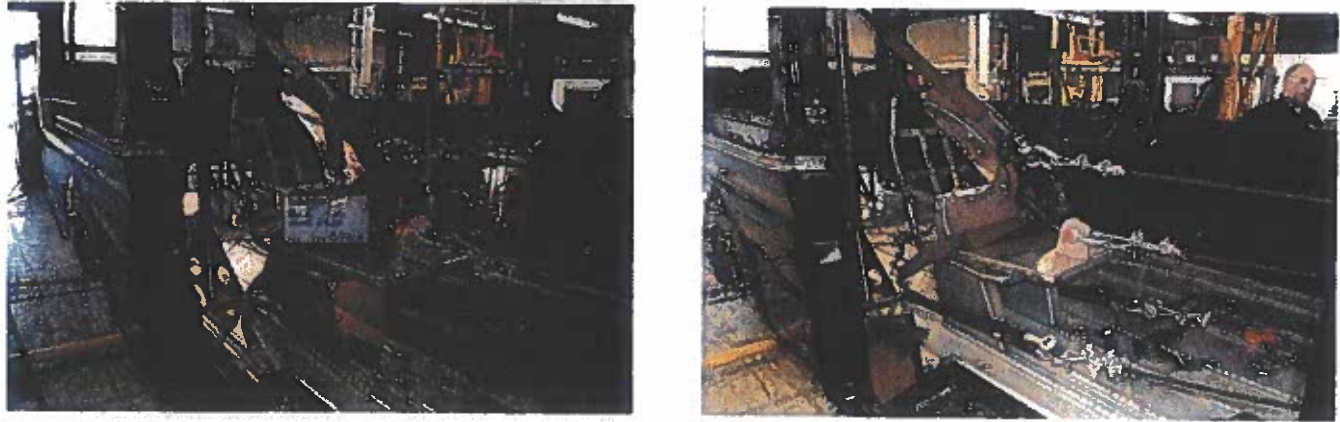

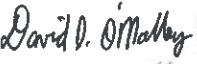
**Note:**

Some states do not allow (1) limitations on how long an implied warranty lasts or (2) the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. Revised 6/17/2019.



**FSTL Final Test Report**  
**for**  
**In Vehicle Wheelchair Securement Pull Test**  
**ADA FMVSS 49.38.23 + FMVSS 210**



<b>FSTL Final Test Report</b>		<u>Test Facility:</u> <b>FSTL</b>
<u>Test Date:</u> 8/27/2014	<u>Test Procedure:</u> ADA FMVSS 49.38.23 + FMVSS 210	<b>4545 W. Augusta Blvd. Chicago, IL 60651</b>
<b>Description of Item Tested</b>		
All test items are obtained according to FSTL procedure LAI-011 unless otherwise noted. All items are tested for compliance with applicable standards, previously reviewed and approved by the party requesting this test, unless otherwise specifically noted:		
AMF Bruns of America installed wheel chair securement tie downs in position MBW-037-1. The system was installed in a Ford Transit. A unbolted single seat was used to simulate a wheel chair.		
<b>Description of Results</b>		
		
<b>Summary of FMVSS Title 49, Part 38.23 (8) (d) ADA (Americans with Disability Act)</b>		
Securement devices—(1) Design load. Securement systems on vehicles with GVWRs of 30,000 pounds or above, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,000 pounds per securement leg or clamping mechanism and a minimum of 4,000 pounds for each mobility aid. Securement systems on vehicles with GVWRs of up to 30,000 pounds, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg or clamping mechanism and a minimum of 5,000 pounds for each mobility aid.		
<b>Summary of FMVSS Section 571.210</b>		
A force of 3,000 lb shall be applied to the lap belt at 10° ± 5° above the horizontal plane. The required forces must be reached within 30 seconds from the onset of the test then, when reached must be held for 10 seconds		
Note: Full compliance with FMVSS and its Regulations, as set forth under 49 USC 301, et. seq., can only be achieved through proper in-vehicle testing. Freedman Seating Company, its agents, employees, affiliates and subsidiaries ("Freedman Seating") is not liable for damages resulting from the installation of any seat in a vehicle that has not been FMVSS tested or any installation of a seat that deviates from a FMVSS tested installation method. Freedman Seating has no responsibility for the design of any vehicle in which the subject seat may be placed, or any resulting damages. The results documented in this report relate only to the items tested, as described herein.		
<b>Test Opinions and Interpretations</b>		
Note: This Test Report is provided solely for the use of the party requesting the same identified below, and for no other person, entity or purpose. Reproduction of this document is strictly prohibited without the prior written permission of FSTL in each instance.		
The wheel chair system as tested in this chassis meets the requirements of FMVSS 49.38 & FMVSS 210.		
<b>See attached drawings/photos</b>		The test complied with the above Test Procedure: Yes X No <input type="checkbox"/>
<b>Test Report Reviewed by:</b> 	Digitally signed by Miguel Flores DN: cn=Miguel Flores, email=miguelf@freedmanseat.com, o=Freedman Seating Co., ou=FSTL, c=US Date: 2014.09.08 16:22:02 -05'00'	<b>Test Requested By:</b> Thomas Habib AMF Bruns of America 1090 w. Wilbeth Rd. Akron OH, 44314 (330) 351-6277
<b>Test Report Approved by:</b> 	Digitally signed by David I O'Malley DN: cn=David I O'Malley, email=davidio@freedmanseat.com, o=FSTL, ou=FSTL, c=US Date: 2014.09.10 09:58:01 -05'00'	<b>Request Received Date:</b> 7/21/2014

**Work Order No.:** 1407AV - Test2

**Requirements for compliant test.**

**Yes/ No / N/A**

Test artifact reached loads within 30 seconds

yes

Test artifact sustained loads for 10 seconds or more.


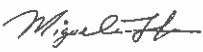
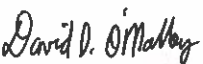
yes

Seat frame or seat adjusters detach from the test platform/vehicle? no

**Pass/Fail**  
PASS

**Notes:**

Test1: Seat belt was severed.  
Test2: Seat belt was replaced and test was rerun.

<b>FSTL Final Test Report</b>		<u>Test Facility:</u> <b>FSTL</b>
<u>Test Date:</u> 8/27/2014	<u>Test Procedure:</u> ADA FMVSS 49.38.23 + FMVSS 210	<b>4545 W. Augusta Blvd. Chicago, IL 60651</b>
<b>Description of Item Tested</b>		
All test items are obtained according to FSTL procedure LAI-011 unless otherwise noted. All items are tested for compliance with applicable standards, previously reviewed and approved by the party requesting this test, unless otherwise specifically noted:		
AMF Bruns of America installed wheel chair securement tie downs in position MBW-037-1. A bracket was fabricated for the upper shoulder anchor (se page 11). The system was installed in a Ford Transit. A unbolted single seat was used to simulate a wheel chair.		
<b>Description of Results</b>		
		
<b>Summary of FMVSS Title 49, Part 38.23 (8) (d) ADA (Americans with Disability Act)</b>		
Securement devices—(1) Design load. Securement systems on vehicles with GVWRs of 30,000 pounds or above, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,000 pounds per securement leg or clamping mechanism and a minimum of 4,000 pounds for each mobility aid. Securement systems on vehicles with GVWRs of up to 30,000 pounds, and their attachments to such vehicles, shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg or clamping mechanism and a minimum of 5,000 pounds for each mobility aid.		
<b>Summary of FMVSS Section 571.210</b>		
A force of 3,000 lb shall be applied to the lap belt at 10° ± 5° above the horizontal plane. The required forces must be reached within 30 seconds from the onset of the test then, when reached must be held for 10 seconds.		
Note: Full compliance with FMVSS and its Regulations, as set forth under 49 USC 301, et. seq., can only be achieved through proper in-vehicle testing. Freedman Seating Company, its agents, employees, affiliates and subsidiaries ("Freedman Seating") is not liable for damages resulting from the installation of any seat in a vehicle that has not been FMVSS tested or any installation of a seat that deviates from a FMVSS tested installation method. Freedman Seating has no responsibility for the design of any vehicle in which the subject seat may be placed, or any resulting damages. The results documented in this report relate only to the items tested, as described herein.		
<b>Test Opinions and Interpretations</b>		
Note: This Test Report is provided solely for the use of the party requesting the same identified below, and for no other person, entity or purpose. Reproduction of this document is strictly prohibited without the prior written permission of FSTL in each instance.		
The wheel chair system as tested in this chassis meets the requirements of FMVSS 49.38 & FMVSS 210.		
<b>See attached drawings/photos</b>		The test complied with the above Test Procedure: Yes X No <input type="checkbox"/>
<b>Test Report Reviewed by:</b> 	Digitally signed by Miguel Flores DN: cn=Miguel Flores, email=miguelf@freedmanseat.com, ou=Freedman Seating Co., ou=FSTL, c=US Date: 2014.09.08 11:15:37 -05'00'	<b>Test Requested By:</b> Thomas Habib AMF Bruns of America 1090 w. Wilbeth Rd. Akron OH, 44314 (330) 351-6277
<b>Test Report Approved by:</b> 	Digitally signed by David I O'Malley DN: cn=David I O'Malley, email=david@freedmanseat.com, o=FSTL, ou=FSTL, c=US Date: 2014.09.10 09:55:31 -05'00'	<b>Request Received Date:</b> 7/21/2014



# Data Sheet

**FSTL**  
4545 w. Augusta Blvd.  
Chicago, IL.

**Work Order No.:** 1407BR

<u>Requirements for compliant test.</u>	<u>Yes/ No / N/A</u>
Test artifact reached loads within 30 seconds	yes
Test artifact sustained loads for 10 seconds or more.	yes
Seat frame or seat adjusters detach from the test platform/vehicle?	no

**Pass/Fail**  
**PASS**


**Notes:**

n/a



## FEDERAL MOTOR VEHICLE SAFETY STANDARDS

**DRIVERGE VEHICLE INNOVATIONS hereby certifies that the conversions being proposed (delivered) will meet or exceed all applicable Federal Motor Vehicle Safety Standards (FMVSS).**

Signed: 

Kenneth H. Richards

**Title: Business Manager**

**Date: 1/2/2021**



## STANDARDS AFFECTED BY THE ALTERATIONS

Standard	C/FMVSS	Compliance 2021 FORD Transit	Compliance Initials
Controls & Displays	101	OEM; not applicable to conversion	/
Hydraulic & Electric Brake Systems	105	OEM; not applicable to conversion	
Brake Hoses	106	OEM; not applicable to conversion	
Lamps, Reflective Devices & Associated Equipment	108	Add OEM style interior lighting, in compliance	KW
New pneumatic tires	109	OEM; not applicable to conversion	
Tire selection & rims for motor vehicles with a GVWR of 4356 kilograms (10,000 pounds) or less	110	OEM; not applicable to conversion	
Noise Emission Tests	1106	OEM; not applicable to conversion	
Theft protection	114	OEM; not applicable to conversion	
Motor Vehicle Brake Fluids	116	OEM; not applicable to conversion	
Power operated window, partition, and roof panel systems	118	OEM; not applicable to conversion	
New pneumatic tires for vehicles other than passenger cars	119	OEM; not applicable to conversion	
Tire selection and rims for motor vehicles with a GVWR of more than 4536 kgs (10,000 lbs.)	120	OEM; not applicable to conversion	
Air brake systems	121	not applicable	
Motorcycle brake systems	122	not applicable	
Motorcycle controls and displays	123	not applicable	
Accelerator control systems	124	OEM; not applicable to conversion	
Electronic Stability Control Systems	126	OEM; not applicable to conversion	
School bus pedestrian safety devices	131	not applicable	
Light vehicle brake systems	135	OEM; not applicable to conversion	
New pneumatic radial tires for light vehicles	139	OEM; not applicable to conversion	
Head restraints	202	OEM; not applicable to conversion	
Steering control rearward displacement	204	OEM; not applicable to conversion	
Door locks and door retention components	206	OEM; not applicable to conversion	
Seating systems	207	OEM; not applicable to conversion	
Occupant crash protection	208	OEM; not applicable to conversion	
Seat belt assemblies	209	Add integrated seating, in compliance	KW
Seat belt assembly anchorages	210		
Windshield mounting	212	OEM; not applicable to conversion	
Child restraint systems	213	Add integrated seating, in compliance	KW
Infant restraint systems	213.1	OEM; not applicable to conversion	
Booster Seats	213.2	OEM; not applicable to conversion	
Restraint systems for Disabled Persons	213.3	Install 4 point chair and shoulder restraint, in compliance	KW
Built-in Restraint systems and Built-in Booster seats	213.4	not applicable	KW
Restraint systems for infants with special needs	213.5	not applicable	
Side impact protection	214	OEM; not applicable to conversion	
Roof crush resistance	216	OEM; not applicable to conversion	
Windshield zone intrusion	219	OEM; not applicable to conversion	
School bus rollover protection	220	not applicable	
School bus body joint strength	221	not applicable	
School bus passenger seating and crash protection	222	not applicable	
Rear impact guards	223	OEM; not applicable to conversion	
Fuel system integrity	301	OEM; not applicable to conversion	
LPG fuel integrity	301.1	not applicable	
CNG fuel integrity	301.2	not applicable	
Flammability of interior materials	302	tested and compliant to #302	KW
Electric powered vehicles; electrolyte spillage and electrical shock protection	305	not applicable	
Internal trunk release	401	OEM; not applicable to conversion	
Low speed vehicles	500	not applicable	
C-dolly	903	not applicable	
Trailer cargo anchoring devices	905	not applicable	

**QUICK REFERENCE: WARRANTY COVERAGE**

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



# FORD WARRANTY BASE VAN

The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ➔ **What is Covered?** (pages 9-13)
- ➔ **What is Not Covered?** (pages 13-16)





Ford Motor Company

*Is proud to recognize*

*Drivege Vehicle Innovations,*

*LLC - Kansas*

*as a participant in the*

*Mobility*

*Qualified Vehicle Modifier Program*



*Ryan A. Delaney - SVE Quality Programs Mgr.*

*December, 2020*



**Ford Motor Company**

*Is proud to recognize*

*Drivege Vehicle Innovations,*

*LLC - Ohio*

*as a participant in the*

*Mobility*

*Qualified Vehicle Modifier Program*



*Ryan A. Delaney -- SVE Quality Programs Mgr.*

*November, 2020*



U.S. Department  
Of Transportation  
**Federal Transit  
Administration**

Headquarters

East Building, 5<sup>th</sup> Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

October 5, 2021

Ken Richards  
Driverge Vehicle Innovations  
1090 West Wilbeth Road  
Akron, OH

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2022

Dear Mr. Richards:

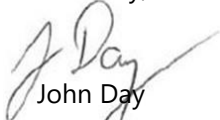
This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Driverge Vehicle Innovations' Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2022 for the period of October 1, 2021–September 30, 2022. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your firm's FY 2022 DBE goal and determined that it complies with DOT's DBE regulations. Your firm is eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your firm's compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2022 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by December 1, 2021. This report should reflect all FTA-funded contracting activity for the second period of FY 2021 (i.e., from April 1 to September 30).

Also note that your FY 2023 DBE goal methodology must be submitted to FTA by August 1, 2022. Any significant updates to the program plan must be submitted to FTA as they occur. If you have any questions, please contact the FTA DBE Team via email at [FTATVMSubmissions@dot.gov](mailto:FTATVMSubmissions@dot.gov).

Sincerely,

  
John Day  
Program Manager  
Office of Civil Rights



## TRANSIT VEHICLE MANUFACTURER CERTIFICATION Compliance with 49 CFR Part 26, Section 26.49

DRIVERGE VEHICLE INNOVATIONS, a Transit Vehicle Manufacturer (TVM) hereby certifies that we have complied with the requirements of 49 CFR Part 26, Section 26.49 by submitting a current annual Disadvantaged Business Enterprise goal to the Federal Transit Administration.

Signed: *Kenneth Richards*

Kenneth H. Richards  
Title: Business Manager  
Date: 11/01/2021

**Solicitation Response Print**

Use this form as a hard copy reference for your Response Information. Please print this page for future reference using the Send To Printer link below.

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**Response Summary for ESR31006**Company Name: **SONNY MERRYMAN INC**eVA Vendor ID: **C12391**Response Date: **2/28/2022**SR Header Attachment Count: **16**Response Time: **3:01 PM**SR Total Attachment Count: **16**Subcontractor Plan: **Vendor will complete all work****Solicitation Summary**Procurement Folder: **97493**Solicitation: **6023**Solicitation Type: **Invitation for Bids (IFB)**Description: **High Roof Vans with Wheelchair Lifts**Issuing Office: **E194**Requesting Office: **E194**Buyer: **Brandon Amsel**Department: **DGS Division of Purchases and Supply**Email: **Brandon.Amsel@dgs.virginia.gov**Amendment: **3**Closing Date: **2/28/2022**Closing Time: **5:00 PM**Phone: **(804) 786-3857**Phone: **(804) 786-3857**Phone: **(804) 786-3857**

Fax:

Status: **Bids Opened**Header Attachment Count: **14**Total Attachment Count: **14**Grand Total: **\$63,443.00**Created By: **bamsel1**Created On: **2/18/2022**Modified By: **bamsel1**Modified On: **2/18/2022****Response Type**Delivery Days: **0**Response Type: **Response**

Comments:

**Discount Information**Discount 1 %: **0.0000**Days: **0**Discount 2 %: **0.0000**Days: **0**

Discount 3 %:

Days: **0**

Discount 4 %:

Days: **0****Attachments**Attachment Name: **S - Attachment D Completed by Merryman.pdf**Attachment Type: **Standard**Attachment Name: **S - Attachment E Completed by Merryman.pdf**Attachment Type: **Standard**Attachment Name: **S - Attachment F Completed by Merryman.pdf**Attachment Type: **Standard**Attachment Name: **S - Attachment G Completed by Merryman.pdf**Attachment Type: **Standard**Attachment Name: **S - Attachment H Completed by Merryman.pdf**Attachment Type: **Standard**Attachment Name: **S - Attachment I, IFB 6023 Federal Clauses and Certifications Completed by Merryman.pdf**Attachment Type: **Standard**Attachment Name: **S - Attachment J Completed by Merryman.pdf**Attachment Type: **Standard**Attachment Name: **S - Floor Plans.pdf**Attachment Type: **Standard**Attachment Name: **S - IFB 6023 Addendum 1 Signed by Merryman.pdf**Attachment Type: **Standard**Attachment Name: **S - IFB 6023 Addendum 2 Signed by Merryman.pdf**Attachment Type: **Standard**Attachment Name: **S - Merryman Cover Letter.pdf**Attachment Type: **Standard**Attachment Name: **S - Merryman Locations - MVDB Certification - State Corporation Commission Certification.pdf**Attachment Type: **Standard**Attachment Name: **S - TVM - QVM - FMVSS - Warranty - Buy America.pdf**Attachment Type: **Standard**Attachment Name: **S - HVAC Literature.pdf**Attachment Type: **Standard**Attachment Name: **S - IFB 6023 Addendum 3 Signed by Merryman.pdf**Attachment Type: **Standard**Attachment Name: **- S - Attachment C, IFB 6023 Pricing Schedule (1).xlsx**Attachment Type: **Standard****Commodity Response Information****Group 1: Lot 1****Group 1, Line 1****Line Type: Good**Commodity: **07192 Vans, Passenger (Regular and Handicapped Equipped)**Quantity: **1**Description: **Price of Base Vehicle: 2022 or Current Model Year, High Roof Wheelchair Van**Unit: **each**

Specifications:

Unit Price: **\$63,443.00000**Manufacturer: **FORD / DRIVERGE**Line Total: **\$63,443.00**Manufacturer Part Number: **HIGH ROOF WHEELCHAIR VAN**Delivery Days: **240**Product/Category Number: **ACCESIBLE**Response Type: **Response**

Serial Number: **N/A**  
Specification Number:

Header Attachment Count: **0**

Drawing Number: **ENCLOSED**  
Piece Number:  
Color: **PER SPECIFICATIONS**  
Size: **PER SPECIFICATIONS**  
Model Number: **WHEELCHAIR VAN**  
Warranty: **Per specifications**

MSDS Included?: **No**  
Comments:  
Hazardous Materials: **N/A**  
Handling Instructions: **N/A**  
Packing Instructions: **N/A**  
Detailed Instructions: **Per specifications**  
Additional Instructions: **N/A**

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**Evaluation Criteria**

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## Solicitation Print

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**Solicitation 6023**

Procurement Folder: **97493** High-Risk: **No**  
 Solicitation: **6023**  
 Solicitation Type: **Invitation for Bids (IFB)** Status: **Open**  
 Short Description: **High Roof Vans with Wheelchair Lifts** Issued Date: **1/21/2022**  
 Description: **The purpose of this Invitation for Bids (IFB) is to solicit sealed bids to establish a contract with one or more qualified suppliers to provide High Roof Wheelchair Van to the Department of Rail and Public Transportation (DRPT), FTA grant fund recipients, all Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301.**  
 External Solicitation ID:  
 External Solicitation Version:  
 External Solicitation Type:  
 Closing Date: **2/2/2022** Closing Time: **5:00 PM**  
 Requestor Office: **E194** Phone: **(804) 786-3857**  
 Preparer Office: **E194** Phone: **(804) 786-3857**  
 Work Location: **Department of Rail and Public Transportation and Statewide**  
 Created By: **bamsel1** Modified By: **bamsel1**  
 Created On: **12/22/2021** Modified On: **1/21/2022**

**Attachments**

Attachment Name: **Attachment A, IFB 6023 High Roof Van Solicitation.pdf** Description: **Attachment A, IFB 6023 High Roof Van Solicitation**  
 Attachment Name: **Attachment B, IFB 6023 Submission Instructions.pdf** Description: **Attachment B, IFB 6023 Submission Instructions.pdf**  
 Attachment Name: **Attachment C, IFB 6023 Pricing Schedule.xlsx** Description: **Attachment C, IFB 6023 Pricing Schedule**  
 Attachment Name: **Attachment D, IFB 6023 Small Business Subcontracting Plan.pdf** Description: **Attachment D, IFB 6023 Small Business Subcontracting Plan**  
 Attachment Name: **Attachment E, IFB 6023 State Corporation Commission Form.pdf** Description: **Attachment E, IFB 6023 State Corporation Commission Form**  
 Attachment Name: **Attachment F, IFB 6023 Vendor Data Sheet.pdf** Description: **Attachment F, IFB 6023 Vendor Data Sheet**  
 Attachment Name: **Attachment G, IFB 6023 Virginia DMV Compliance Form.pdf** Description: **Attachment G, IFB 6023 Virginia DMV Compliance Form**  
 Attachment Name: **Attachment H, IFB 6023 Additional Terms and Conditions.pdf** Description: **Attachment H, IFB 6023 Additional Terms and Conditions**

**Contact Information**

Brandon Amsel Phone: **(804) 786-3857**  
 Email: **Brandon.Amsel@dgs.virginia.gov** Fax:

**Other Events**

Information not provided

**Commodity Information****Lot 1: Lot 1**

<b>Lot 1, Line 1</b>	<b>Line Type: Good</b>	
Commodity: <b>07192 Vans, Passenger (Regular and Handicapped Equipped)</b>	Quantity: <b>1</b>	
Specifications:	Unit: <b>each</b>	
Description: <b>Price of Base Vehicle: 2022 or Current Model Year, High Roof Wheelchair Van</b>	Requested Delivery Date:	
Manufacturer:	Drawing:	
Part Number:	Piece:	
Product/Category:	Color:	
Serial Number:	Size:	
Specification:	Model:	
	Detailed Instructions:	Warranty:
<b>Ship To</b>	<b>Bill To</b>	
eVA-Shipping Exception	eVA-Billing Exception	
SEE COMMENTS	Same as Ship To Address	
eVA, VA 99999-9999	eVA, VA 99999-9999	
US	US	
Shipping Method:	Billing Instructions:	
MSDS Required?: <b>No</b>		
Hazardous Materials:		
Handling Instructions:		
Packing Instructions:		
Additional Instructions:		
Shipping Instructions:		

External Lot Number:

External Line Number:

**Build Commodity List**

Line	Commodity	Description
1	07192	Vans, Passenger (Regular and Handicapped Equipped)

**Terms And Conditions****Section GEN****NOTE**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation for bid.

**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 process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 "I Sell To Virginia".

**APPLICABLE LAWS AND COURTS**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**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 sexual orientation, gender identity, 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: 1. During the performance of this contract, the contractor agrees as follows: a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, 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. b. 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. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook. e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated. f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract. 2. 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.

**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.

**IMMIGRATION REFORM**

Applicable for all contracts over \$10,000: 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.

**DEBARMENT STATUS**

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

**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.

**MANDATORY USE OF STATE FORM**

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.

**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.

#### **PAYMENT**

1. To Prime Contractor: a. 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). b. 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. c. 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. d. 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e. 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 resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. 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). 2. To Subcontractors: a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. b. 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. 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment. 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

#### **PRECEDENCE OF TERMS**

The following General Terms and Conditions 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.

#### **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.

#### **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.

#### **ASSIGNMENT OF CONTRACT**

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

#### **CHANGES TO THE CONTRACT**

Changes can be made to the contract in any of the following ways: 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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. 2. 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, 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: a. By mutual agreement between the parties in writing; or b. 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 c. 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.

#### **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.

#### **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. If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

#### **USE OF BRAND NAMES**

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

#### **TRANSPORTATION AND PACKAGING**

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

#### **INSURANCE**

By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **MINIMUM INSURANCE COVERAGES AND LIMITS:** 1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2. Employer's Liability - \$100,000. 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement. 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.) Profession/Service Limits Accounting \$1,000,000 per occurrence, \$3,000,000 aggregate Architecture \$2,000,000 per occurrence, \$6,000,000 aggregate Asbestos Design, Inspection or Abatement Contractors \$1,000,000 per occurrence, \$3,000,000 aggregate Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) Code of Virginia § 8.01-581.15 <https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/> Insurance/Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate Landscape/Architecture \$1,000,000 per occurrence, \$1,000,000 aggregate Legal \$1,000,000 per occurrence, \$5,000,000 aggregate Professional Engineer \$2,000,000 per occurrence, \$6,000,000 aggregate Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate

#### **ANNOUNCEMENT OF AWARD**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

#### **DRUG-FREE WORKPLACE**

Applicable for all contracts over \$10,000: 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.

#### **NONDISCRIMINATION**

A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder 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.

#### **eVA VENDOR REGISTRATION**

The eVA Internet electronic procurement solution, web site 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 by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows: a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is: (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order. (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order. b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation with the eVA transaction fee specified above assessed for each order. For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eva.virginia.gov](http://www.eva.virginia.gov). The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

#### **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

#### **SET-ASIDES AWARD PRIORITY**

This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business

certification. For purposes of award, bidders shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids.

#### **BID PRICE CURRENCY**

Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

#### **AUTHORIZATION TO CONDUCT BUS.**

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.

#### **CIVILITY IN STATE WORKPLACES**

The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability. The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training. For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee. The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section. This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

#### **Section SPC**

#### **ADDITIONAL USERS**

This procurement is being conducted as a "Joint and Cooperative Procurement", as defined by Code of Virginia § 2.2-4304. Public bodies outside of the Commonwealth of Virginia and the Federal Transit Administration (FTA) grantees under the Fixing America's Surface Transportation (FAST) Act may enter into mutual agreements with the Contractor(s) upon written consent from the Contractor(s) for the goods or services awarded against this solicitation and the resulting contract. Approval from the Commonwealth of Virginia is not required for public bodies outside of the Commonwealth of Virginia to utilize this contract. Should a public body require approval or acknowledgement from the Commonwealth of Virginia, the public body shall contact the Contract Officer responsible for managing the solicitation and subsequent contract.

#### **CONTRACTUAL DISPUTES**

In accordance with Code of Virginia § 2.2-4363, contractual claims, whether for money or other relief, shall be submitted in writing to the Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to the Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim. a. The Contractor may not invoke any available administrative procedure under Code of Virginia § 2.2-4365 nor institute legal action prior to receipt of the Commonwealth's decision on the claim, unless the Commonwealth fails to render its decision within thirty (30) days. The decision of the Commonwealth shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code of Virginia § 2.2-4364 or the administrative procedure authorized by Code of Virginia § 2.2-4365. b. The Commonwealth or any Authorized User, and their officers, agents and employees, including without limitation, the contracting and Ordering Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency or Authorized User that is purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under. c. In the event of any breach by the Commonwealth or any Authorized User, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any services hereunder.

#### **AUDIT**

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

#### **AUTHORIZED DEALER**

By submitting this bid, the Bidder certifies that it is a manufacturer-authorized dealer for all goods and services it proposes to furnish under any resulting contract. If requested by the Commonwealth, the Bidder shall provide supporting evidence from the manufacturer.

#### **AWARD**

The Commonwealth, at its sole discretion, reserves the right to issue one award per manufacturer on a Grand Total basis starting with the lowest priced responsive and responsible bidder. Due consideration will be given to price, quality as judged by tests and previous experience, and of the ability of the bidder to render required services. The Commonwealth reserves the right to conduct any tests 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.

#### **BID ACCEPTANCE**

Any bid in response to this solicitation shall be valid for (60) days. At the end of the 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.

#### **EVA ORDERS AND CONTRACTS**

The ordering agency shall be notified 2 days prior to delivery so that personnel may be available to inspect and receive vehicles being delivered. Notification shall be made to the individual indicated on the purchase order

#### **BID PRICES**

Bid shall be in the form of a firm unit price for each item during the contract period

#### **BUILD OUT/ORDER CUT-OFF DATE**

The build out, also referred to as the factory order cut-off date, is the date set by the manufacturer and is the latest date where dealers and customers can place an order with the vehicle manufacturer. The following shall apply during the life of the contract: a. Contractors who are authorized dealers: Contractor shall state the manufacturers build out date for each model and must fill all orders with the manufacturer that are placed by authorized users prior to the build out date. The Commonwealth understands build out date is subject to change and the contractor shall update the Statewide Sourcing and Contracting Officer of any changes. Contractors will not be expected to fulfill orders after build out date. b. Contractors who are manufacturers: Contractor shall state their build out date for each model and must fill all orders that are placed by authorized users prior to the build out date. The Commonwealth understands build out date is subject to change and the contractor shall update the Statewide Sourcing and Contracting

Officer of any changes. Contractors will not be expected to fulfill orders after build out date unless they possess the ability to produce additional vehicles of that model year.

#### **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 also be terminated by the contractor, 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.

#### **DELIVERY TO CORRECTIONAL INSTI**

The Contractor shall be responsible for adherence to the following guidelines as they pertain to delivering goods and/or providing services to correctional institutions, especially if the location is within the secured perimeter: a. The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of each ordering institution, which may reach beyond the scope of this specification. b. The Contractor shall maintain proper security and control over all personnel, equipment, tools, and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays therefrom. c. There shall be no verbal discussion or physical contact between the Contractor's employees and offenders. d. Anyone bringing any offender any item, such as (but not limited to) weapons, tools, food, drink, clothing, cigarettes, matches, correspondence, printed or electronic media, or assisting offenders to escape is in violation of Commonwealth law and may be prosecuted to the fullest extent of the law. e. No weapons, alcohol, drugs, or medication of any type will be allowed on Commonwealth property. f. Keys shall be removed from all vehicles and other mobile equipment when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times. g. Any tools, especially cutting tools, if left unattended, will be confiscated. h. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief, or his designee, at the point of entrance to the institution. i. All persons entering the prison complex are subject to search. j. Contractors and their representatives are limited to movement to and from, and within, the immediate area of their work. k. An institutional employee may be designated as a liaison between the Contractor and institution. Unless otherwise stated this person will be the Department Superintendent for whom the Contractor is performing the service or delivering the goods. l. Vehicles may not be permitted to leave the facility until after the daily or routine security check has been performed. m. All Contractor employees shall have valid identification with photograph at all times for identification. Validity of identification is determined solely at the discretion of the institution. A valid government-issued driver's license is generally acceptable. No persons will be permitted to enter the institution without valid identification n. The institution reserves the right to refuse entrance to anyone who appears, in the institution's sole judgment, to be under the influence of drugs or alcohol, or otherwise impaired.

#### **DELIVERY NOTIFICATION**

The ordering agency shall be notified 2 days prior to delivery so that personnel may be available to inspect and receive vehicles being delivered. Notification shall be made to the individual indicated on the purchase order

#### **EXCLUSIVITY OF TERMS AND CONDI**

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. No contractor shall be required to sign, from any employee or agent of the Commonwealth or Authorized Users, any additional agreements, contracts, or other documents that were not part of the original contract. Any documents signed by persons other than the Director of DPS or their authorized designee shall have no validity or effect upon the Contract.

#### **EXTRA CHARGES NOT ALLOWED**

The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed

#### **FEDERALLY IMPOSED TARIFFS**

In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement. Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth: - evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change. - a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed. - a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase. - as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor. If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement: - During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors. - Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor. In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly. - Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

#### **FINANCIAL WARRANTY**

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract are always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the contractor.

#### **LOBBYING AND INTEGRITY**

Bidders are cautioned that communications with individuals other than the DPS Contracting Officer may result in incorrect and/or insufficient

information being provided. In addition, the Bidder shall not, in connection with this or any other agreement with the Commonwealth of Virginia, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee. Upon request of the Commonwealth of Virginia's, Department of General Services, the Bidder shall provide any type of information deemed relevant to the Bidder's integrity or responsibility to provide the services or goods, described herein.

#### **NEW VEHICLE PREPARATION**

Vehicles shall be delivered clean and complete and ready for service including a current Virginia State Inspection. New vehicle service preparation must be performed by the dealer according to the manufacturer's specifications. Vehicles delivered without proper dealer preparation must be picked up, serviced, and re-delivered by the dealer at no additional cost to the ordering agency. The contractor shall deliver the vehicles ready to for use with all parts working correctly. Additionally the following shall apply: a. Temporary License: A 30 Day license tag shall be furnished with each vehicle unless Authorized Users waive, in writing, the 30 Day tag. b. Title Papers: All papers for titling purposes shall be delivered with each vehicle. c. State Inspection Stickers and Decals: Vehicles furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspection Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract. d. Taxes: No Federal Taxes are to be included in the contract price at any time, including on tires. The Authorized Users as described herein shall furnish their Tax Exemption Registration number upon request. e. Vehicle Publications, Forms and Documents: The contractor shall furnish one (1) copy each of the following per vehicle: i. New Vehicle Warranty Information Manual ii. New Vehicle Owner's Manual iii. Manufacturer's Statement of Origin (MSO) iv. Delayed Warranty Start Form, and any other such documents as necessary for delivery. v. Emissions Certifications: Stating the vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia.

#### **OPTIONS (ADD-ONS AND DELETES)**

Bidders shall, for options not listed on the pricing schedule, provide a blanket discount off of the Manufacturer Suggested Retail Price (MSRP). After award of contract, contractor shall provide list of all options available for each vehicle on contract. For options that were not priced specifically in the bid, this list shall include a percentage off the Manufacturer Suggested Retail Price (MSRP), the MSRP for each listed option, and the final price with discount applied. The following shall also apply: a. The price listed is the full price of that option. There shall be no additional charges, shipping, delivery, installation, etc. added to any option. b. Unless an option is specifically identified in the bid as a dealer installed option, all options shall be factory installed by the manufacturer. c. If the base vehicle contains options which the Authorized User can and elects to delete, the price of those options shall be credited towards the purchase price of the vehicle. d. The Commonwealth reserves the sole right to determine what options are allowed to be sold on the contract and how they are categorized. The "categories" may include Options that will be available for purchase by restricted agencies, all authorized users, or by local government only. e. Options that have not been explicitly incorporated into the contract by a contract modification may be purchased as long as the approval from the Statewide Sourcing and Contracting Officer is granted to the Authorized User and the option is priced according to the blanket discount.

#### **SALES AND SUPPORT SERVICE**

The contractor shall have a full time sales representative assigned to the Commonwealth to regularly assist authorized users, address problems, e-procurement concerns, and other matters. The contractor shall apprise the Commonwealth of any quality issues including recalls, upgrades, and product warnings that may affect product performance and safety. All service representatives, who are assigned to work the contract, shall have on-line access to information to provide immediate response to inquiries concerning the status of orders, delivery information, back-order information, statewide contract pricing, and general product information. Representatives shall be available by phone, fax or email. Such contact information shall be provided to the Commonwealth and any ordering entities. Contractor shall send authorized users an email confirmation of receipt of any purchase order they place against the contract. This confirmation shall include the options, color choices, etc. being placed. This requirement shall apply to all orders issued against this contract. Confirmation shall be sent within 10 days after receipt of an order and shall indicate the date the order was placed with the manufacturer. Confirmations shall be emailed to the authorized user's address shown on the purchase order and to anyone else the authorized user has requested the confirmation to go to.

#### **ORDERS**

Authorized Users must order goods and/or services available from the Contract by issuing an eVA purchase order through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.

#### **PAST MODEL YRS & STOCK VEHICLES**

Contractors are allowed to keep additional new unused vehicles as stock. Should the contractor keep new stock vehicles on this contract to cover immediate demand by the Commonwealth or localities the following shall apply: a. Only vehicles and specific model years that were explicitly incorporated into the contract can be sold as stock. b. Only new and unused vehicles shall be sold as stock vehicles. c. Stock vehicle prices cannot exceed the pricing for their specific model year but can be sold at a reduced rate with approval from the Statewide Sourcing and Contracting Officer. For example, model year 2021 vehicles shall always be sold at the agreed upon price for the 2021 model year or less and cannot be sold at a higher rate. If a lower price is offered by the contractor on a stock vehicle, a justification shall be sent to and approved by the Statewide Sourcing and Contracting Officer before that price can be applied to the vehicle. d. Vehicles shall not be sold after the expiration of the contract. The Commonwealth is not responsible for unsold stock at any time during or after the contract.

#### **PERIOD FOR PERFORMANCE OF PO**

To be valid, a purchase order issued under this Contract must be issued during the term of the Contract. The period specified for performance of the purchase order may extend past the term of the Contract. If a notice terminating this Contract is issued, the notice shall be construed as applying only to the Contract and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.

#### **PRICE ESCALATION/DE-ESCALATION**

Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. The PRODUCER PRICE INDEX/INDICES: Motor Vehicles 1411, and other relevant market conditions as determined appropriate and approved by DPS, will be used as guides to evaluate requested price changes. No price increases will be authorized for the current Model Year after the effective date of the contract. Price adjustments may only be allowed at the introduction of new model year to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. Contractor shall request approval in advance for any price increase by notifying the purchasing office. Any approved price changes shall be effective on the agreed upon effective date of the pricing change. In order to receive approval, 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. DPS will update the publicly posted contract and eVA catalog with the new pricing on the effective date. 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. This IFB is for the 2022 model year version of the vehicles listed. If pricing from the manufacturer has not been issued to dealers then the dealers shall submit pricing based on the most recent model year at a rate at which the vehicles would have been sold to the Commonwealth, based on the details of this solicitation. If the manufacturer increases the price after the contract is awarded, the contractor shall be allowed to request an increase to the contract price in line with the rest of this term and condition.

#### **PRIME CONTRACTOR RESPONSIBILITY**

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor

agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

#### **PRODUCT AVAILABILITY/SUBSTITUT**

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

#### **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.

#### **PROMPT PAYMENT DISCOUNTS**

Agency will pay within 30 days after acceptance. A prompt payment discount offered for prompt payment should be included in your bid where indicated. Discounts will not be calculated in determining net low bid.

#### **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.

#### **RENEWAL OF CONTRACT**

This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) successive one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

#### **SCC IDENTIFICATION NUMBER**

Pursuant to 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 or proposal 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. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

#### **SMALL BUSINESS SUB PLAN**

a. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder shall note such on the Small Business Subcontracting Plan. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals. b. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default. c. Prime Contractor Subcontractor Reporting: 1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account. 2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

#### **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.

#### **TECHNICAL SERVICE SUPPORT**

The bidder shall provide information on their ability to furnish technical assistance, including training and demonstration of operating procedures, for new equipment purchased under this contract. During the life of the contract, the contractor shall provide technical service on technical applications; furnish operating manuals and schematic design, when available, for all equipment. Contractor is responsible for ensuring repair facilities have sufficient spare parts and labor to support all stated manufacturer's equipment sold to the Commonwealth. As an authorized distributor, a contractor shall guarantee and extend all manufacturers and/or dealer warranties. Contractor shall be able to track historical service requests, maintenance, and repairs.

#### **VA MOTOR VEHICLE DEALER LICENS**

It shall be the responsibility of the bidder to review Code of Virginia § 46.2 Chapter 15 broadly and § 46.2-1508, 46.2-1566 through 46.2-1573.02, and 46.2-1572 specifically and determine the applicability of this Code section. The bidder shall provide one of the following responses in accordance with their review of this Code section: 1) the Bidder's current compliance with the provisions of this Code section including providing current certifications from the Department of Motor Vehicles; 2) the Bidder's plan to be compliant with the provisions of this Code section and shall be compliant prior to the closing date and time of the solicitation; 3) the Bidder is exempt from the provisions of this Code section. Bidder shall provide a justification or reasoning as to why the Code does not apply to the bid in response to this procurement. If, through the course of this contract, a successful bidder has a status change regarding their response to the above, the bidder shall immediately notify the Statewide Sourcing and Contracting Officer with the Commonwealth of Virginia's Department of General Services, Division of Purchases and Supply in writing as to the status change.

#### **WARRANTY (VEHICLE)**

The contractor agrees to the following warranty coverage periods: 1) Parts, materials, and workmanship shall be covered a minimum of twelve (12) months or 12,000 miles, whichever comes first and shall include repair and replacement of defective parts and labor. 2) The Structural body shall be covered a minimum of five (5) years or 100,000 miles, whichever comes first. The contractor also agrees that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid. During the life of the contract, the contractor shall provide all warranty service and shall have their own repair facilities (unless the vehicle manufacturer requires the work performed by them or another party) with sufficient parts

and labor to support the vehicles sold under this contract. Contractor shall track all vehicles that receive warranty work under this contract and may be asked to produce that report during the life of the contract. If available, contractor shall furnish operating manuals and schematic design for all vehicles

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**Reminders**

Information not provided

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**Vendor List**

Information not provided

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**Free Form Vendor**

Line	Vendor Name	Contact Name	Email	Phone	Fax	Method Of Notification
1	Sonny Merryman	Mark Roberts	mark@sonnymerryman.com	434-485-8603	800-533-1006	Email
2	Rohrer	David Clawson	dclawson@rohrerbus.com	540-729-3751	717-957-4774	Email

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**Publishing Options**

Pre-Bid Conference Type:

Category: **Equipment - Non-Technology**

Pre-Bid Conference Date:

Publish Date: **1/21/2022**

Close Date: **2/2/2022**

Open Responses Date: **2/3/2022**

Pre-Bid Conference Time:

Publish Time: **2:55 PM**

Close Time: **5:00 PM**

Open Responses Time: **1:00 PM**

**IFB# 6023****High Roof Wheelchair Van****I. PURPOSE:**

The purpose of this Invitation for Bids (IFB) is to solicit sealed bids to establish a contract with one or more qualified suppliers to provide High Roof Wheelchair Van to the Department of Rail and Public Transportation (DRPT), FTA grant fund recipients, all Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301.

Any contract that may result from this solicitation will be a mandatory-use term contract for use by Commonwealth of Virginia executive branch agencies and optional-use for other public bodies and authorized users. Any contract that may result from this solicitation will be established and managed by the Commonwealth of Virginia, Department of General Services (DGS), Division of Purchases and Supplies (DPS).

All Authorized Users shall place orders through eVA for any contract that may result from this solicitation.

**II. PERIOD OF CONTRACT:**

The initial period of the contract will be from the date of award through a 2-year period with three (3) optional 1-year renewals.

**III. BACKGROUND AND/OR HISTORICAL SALES DATA:**

Over the past 5 years, approximately \$9 million was spent on the previous contract for this commodity

**IV. SCOPE OF WORK:**

The Contractor shall furnish High Roof Wheelchair Vans based on the specifications of this section. Options may be listed on Attachment C or added by modification after award of the contract.

**REQUIREMENTS:**

- 1. Bidder Requirements:** Bidders shall submit complete pricing of the product being bid. Bidders shall indicate pricing on Attachment C – Pricing Schedule next to each specification item, using the lines provided across from the specified items. The Commonwealth reserves the right to obtain technical data and to request clarification when deemed necessary. Failure on the part of the Bidder to provide all requested documentation may be cause to deem the bid non-responsive.
- 2. Fleet Numbers:** If required by the Manufacturer, all Authorized Users shall provide a Fleet Number prior to placing a Vehicle order with the Contractor. The Contractor shall verify if the Authorized User has an existing number. If the Authorized User does not have a required Fleet Number, the Contractor shall fully assist them in obtaining one.
- 3. Delivery Locations and Times:** Vehicles shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout the Commonwealth as required and indicated in the purchase order. Normal hours for delivery shall be between the hours of 8:00 AM and 5:00 PM, except on official state holidays and periods of shut down, unless otherwise instructed by the Authorized User. The Contractor shall clarify and coordinate deliveries with the Authorized User.



4. **Delivery Charges:** Delivery shall be FOB Destination (freight included in price). Prices for all items shall include all standard freight costs. Delivery price is a single line item in the price section and shall be included as a flat fee with “Base Vehicle Price” (ref. Attachment C, Pricing Schedule, Base Vehicle Price).

Bidder entering of a van delivery price in Attachment C constitutes the bidder’s representation and warranty that the stated delivery price does not exceed the bidder’s actual out-of-pocket cost of delivering the vehicles by the most economical method with no mark-up. For all sales of vans to Authorized Users in Virginia, the delivery charge for mileage shall be the amount based on a destination to Richmond, Virginia 23219 – regardless of where the Authorized User in Virginia is actually located.

The Authorized User shall assume risk of loss of vehicles and related equipment upon delivery. Prior to delivery the Contractor shall assume risk of loss of vehicle(s) and related equipment. This shall include any damages sustained during the delivery regardless of the status of title or any payments related to the vehicles/equipment. Vehicles and/or equipment that is released back to the Contractor for any reason; the Contractor shall assume risk of loss upon such release.:

5. **Delivery Lead Time:** Bidders shall provide a delivery lead-time, after receipt of order (ARO), in the “Delivery Date” section of the solicitation. This lead-time shall be for orders placed prior to the build out date.
6. **Pricing Schedule:** All Bidders must enter Vehicle pricing on Attachment C and in the required field on the bid document.
7. **Taxes:** No Federal Taxes shall be included in the bid response pricing, including tires. The Authorized Users as described herein shall furnish their Tax Exemption Registration number upon request.
8. **Preparation:** Vehicles must be delivered clean and complete and ready for service including a current Virginia State Inspection. New Vehicle service preparation must be performed by the Contractor according to the manufacturer’s specifications. Each Vehicle must be delivered with a half (1/2) tank of gas. Vehicles delivered without proper Contractor preparation must be picked up, serviced, and re-delivered by the Contractor at no additional cost to the Authorized User.
9. **Delivery Inspection:** Each Vehicle delivered will be checked for compliance with the purchase order. If any deviations from the specifications, damage, or improper Contractor preparation exist, the invoice will not be approved for payment until the Contractor corrects all defects.
10. **Miscellaneous:** Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspector Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on Vehicles furnished under the contract.

11. **Ordering:** The parties agree that all orders issued under the contract by Authorized Users shall be processed through eVA. Orders against the contract which are not processed through eVA are not in compliance with the terms and conditions of the contract and Contractors receiving such non-eVA orders shall request the Authorized User to resubmit the order through eVA. If the Contractor accepts an order under the contract, where the order has not been processed through eVA, the Contractor will be in breach of contract. If an Authorized User issues an order which is not processed through eVA, but purports to be authorized by the contract, the agency may be found in violation of Section 2.2-4376 of the Code of Virginia. Section 2.2-4376 prohibits public employees from knowingly making false statements or misrepresentations, and from using documents known to contain false statements or misrepresentations.
12. **New Equipment:** The Vehicles offered in response to this solicitation and delivered under the contract shall be new and unused models of the Vehicle. No prototype or demonstrator Vehicle will be accepted, and offering of such a Vehicle will be cause for bid rejection.
13. **Graphics and Dealer Options:** Graphics and other dealer-installed options may be included into this contract only if the work is done at the contractor's facility or by contractor staff. Pricing for these options may be listed on Attachment C. Any options that are not listed by the contractor on Attachment C may be added by mutual agreement by contract modification after award of contract.
14. **Safety Features:** The High Roof Wheelchair Vans shall come with industry standard safety features. Safety features beyond the industry standard that the manufacturer offers may be offered as options.
15. **Maintenance Provisions:** 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 A.M. to 5 P.M., except during holidays recognized by the Commonwealth of Virginia. The vendor shall respond to warranty, parts, and service inquiries and offer a reasonable initial plan to address such inquiries within 24 hours of call receipt or the next business day, whichever is later, via phone or email.

All bidders must offer proof of both chassis and body warranty (including van body, air conditioning and wheelchair ramp) 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, Richmond, Tidewater and Northern Virginia.

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.

16. **Additional Specifications:** The High Roof Wheelchair Vans shall conform to the additional specifications on Attachment C. Bidders shall indicate that their vehicle conforms to those specifications by filling out the checkbox on Attachment C.

V. **PRE-BID CONFERENCE:** Waived

**VI. SOLICITATION CLARIFICATIONS:**

Questions regarding the solicitation **must be submitted in writing only** to **Brandon Amsel** via e-mail at **brandon.amsel@dgs.virginia.gov** no later than **5:00 PM on January 27, 2022**. Bidder should identify the email by noting the solicitation number “**6023**” in the subject line. Responses to clarifications may be posted in eVA’s Virginia Business Opportunities (VBO). The identity of Bidder’s will not be published with the response. Formal changes to the solicitation, including but not limited to, contractual terms and procurement requirements will only be changed by formal written addendum to the solicitation.

There shall be no communication of any type on any aspect of this solicitation, written or otherwise, by any prospective Bidder, including any sub-bidder, Bidder’s agent or other type of Bidder representative, with any employee or agency of the Commonwealth of Virginia, with the exception of the DPS Contracting Officer noted in the solicitation, unless a Bidder is instructed otherwise by the DPS Contracting Officer. Failure to comply with this requirement may disqualify a Bidder from participation in this opportunity.

As used in this IFB, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the bid. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary.

**VII. REPORTING REQUIREMENTS:****A. CONTRACTOR'S QUARTERLY REPORT OF SALES:**

Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. Reports shall be provided no later the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the DPS Contracting Officer. Failure to submit required information in a timely manner may result in cancellation of the Contract.

**B. CONTRACTOR'S QUARTERLY DELIVERY REPORT**

Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing orders that were delivered, their PO number, how long it took for those vehicles to be received from the manufacturer, how long it took for those vehicles to be processed and delivered to the Authorized User who placed the order, and shall provide reasons for why there were delays. Reports shall be provided no later than the 15th of the next month following the end of the calendar quarter and shall be sent to the DPS Contracting Officer. This report will be used to check for compliance on eVA term titled “Delivery”, and failure to submit required information in a timely manner may result in cancellation of the contract.

**C. REPORTING AND PAYMENT SCHEDULES:**

<u>Quarterly Report Period</u>	<u>Sales Months</u>	<u>Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th

**VIII. INVOICES AND PAYMENT:**

**A. INVOICES:**

Contractor shall submit the invoice(s) to the address designated on the purchase order following acceptance by the Authorized User of goods and services rendered. No invoice may include any cost other than those identified in the purchase order referencing the Contract. Invoice(s) shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact and phone/email
3. Description of the goods and/or services provided
4. Contract number
5. Purchase order number
6. Invoice number
7. Invoice date
8. Invoice amount

**B. PAYMENT:**

Payment will be made in accordance with the Virginia Prompt Payment Act. State Agencies will pay per §2.2-4350 of the Virginia Prompt Payment Act. Localities will pay per §2.2-4352 of the Virginia Prompt Payment Act. Payments will only be remitted after the receipt of valid invoice and verification of satisfactory goods received and/or completion of work.