



**ARLINGTON
VIRGINIA**

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

NOTICE OF RIDER CONTRACT

TO: Sonny Merryman, Inc.	DATE ISSUED:	<u>February 11, 2022</u>
PO Box 495	CURRENT REFERENCE NO:	<u>23-DES-R-487</u>
Rustburg, Virginia 24588	CONTRACT TITLE:	<u>Vehicle: Virginia School Buses</u>

THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Arlington rides the Lead Agency’s contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: Commonwealth of Virginia, DGS, Division of Purchas & Supply

LEAD AGENCY CONTRACT NUMBER: CTR005753 formerly Contract E194-90742

EFFECTIVE DATE: January 20, 2023

EXPIRES: February 10, 2027

RENEWALS: No renewals

COMMODITY CODE(S): 06517, 07115, 07116

ATTACHMENTS:

ATTACHMENT A – COMMONWEALTH OF VIRGINIA CONTRACT No. CTR005753 formerly Contract E194-90742

Ordering Method: Unless otherwise instructed or exempted by DPS, all Authorized Users placing orders against this Contract must place purchase orders through eVA.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Caley Edgerly

VENDOR TEL. NO.: (740) 630-8049

EMAIL ADDRESS: caley@sonnymerryman.com

COUNTY CONTACT: Cristian Matthew Davila (DES-EB)

COUNTY TEL. NO.: (703) 228-6467

COUNTY CONTACT EMAIL: cmdavila@arlingtonva.us



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

Contract Number **CTR005753**
Formerly Contract **E194-90742**
Vehicle **Thomas Built School Buses**

CONTRACT PERIOD	February 11, 2022 through February 10, 2027
CONTRACT TYPE	Optional Statewide
RENEWALS REMAINING	N/A
AUTHORIZED USERS	Commonwealth of Virginia state agencies, institutions of higher education & other public bodies as authorized And defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301
CONTRACTOR & SUPPLIER ID #	Sonny Merryman SUP100057
CONTRACTOR(S) POINT OF CONTACT	Caley Ederly PO Box 495 Rustburg, VA 24588 740-630-8049 caley@sonnymerryman.com
BUILD OUT/FACTORY CUT OFF DATE	TBD
MINIMUM ORDER	None
PAYMENT TERMS	Net 30
DELIVERY	150 - 230 Calendar Days ARO (Buses) 1-30 Calendar Days ARO general estimate (Parts/ Equipment and Services)
DPS CONTRACT OFFICER	Pamela Copeland 804-786-4068 pamela.copeland@dgs.virginia.gov
COMMODITY CODE(S)	07115, 07116, 06517
LAST UPDATE & PURPOSE	October 27, 2022 Contractor & Supplier ID # Contractor Point of Contact Information

INFORMATION:

1. **Ordering Method:** Unless otherwise instructed or exempted by DPS, all Authorized Users placing orders against this Contract must place purchase orders through eVA.
2. **Non-Catalog Purchase Order Information:** Click on Other Actions from Contract → Select Create Requisition from Contract → Select the box for \$0.00 line → Click the Create Requisition from Contract Items → Update Header Information where applicable → Create additional lines as needed in the following format (Contract Number – Contract Description – Description of item or service being procured) → Complete other information required and submit requisition. *****DO NOT DELETE THE \$0.00 CONTRACT LINE*****

This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.

Contract Summary: CTR005753

3. Authorized User Acceptance: Inspection and acceptance upon delivery and approval of Contractor's invoice is the responsibility of the receiving Authorized User.

OVERVIEW:

Statewide term contract to provide Vehicle Thomas Built School Buses

A. AUTHORIZED USERS

This contract is the result of a competitive solicitation and its use is Mandatory to all Commonwealth of Virginia agencies, Institutions of Higher Education, or public bodies and entities (collectively "Authorized Users/Owners") as defined in the Code of Virginia § 2.2- 1110, § 2.2-1120, and § 2.2-4301 according to the terms, conditions and specifications provide, and in the purchase of any commodity listed herein.

B. MINIMUM ORDER

There is NO *minimum* order. FOB destination to the ordering agency and your quoted prices on this contract shall include all costs for transportation and delivery. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

C. PERIOD FOR PERFORMANCE OF PURCHASE ORDERS

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.

PRICING AND ORDERING PRIORITY

See the attached document entitled "Pricing Schedule" for contract pricing.

This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.

Contract Summary: CTR005753

Page 2 of 2



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

**MODIFICATION # 3
TO
CONTRACT NUMBER E194-90742
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SONNY MERRYMAN INC.**

This **MODIFICATION #3** is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Sonny Merryman, Inc., a Virginia corporation, hereinafter referred to as the "Contractor" or "Sonny Merryman", relating to the modification of **Contract E194-90742** effective February 11, 2022 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A.) Revise modified Special Terms and Conditions: Price Escalation/De-Escalation B.) price escalation/de-escalation and addition/deletion of option(s) to each of model/passenger capacity (Type C & D) School Buses. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

A. Reference: Contract **E194-90742** "Changes to Contract", "Price Escalation/De-Escalation"

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: 1413-02, Truck and Bus Bodes, Complete vehicles on purchased chassis 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 or if changes in manufacturer's price passed down to the Contractor, each 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.

B. Reference: Contract **E194-90742**, “Price Escalation/De-escalation”, “Changes to Contract” and “Options (Add-ons & Deletes)”

	Capacity	Current Contract Price (1–10)	Current Contract Price (11–20)	Current Contract Price (21–30 & 31+)	New Contract Price (1-10)	New Contract Price (11-20)	New Contract Price (21-30 & 31+)
Attachment F. Pricing Schedule, Part 2. Base Bus							
TYPE C	35px	\$86,823	\$85,823	\$83,823	\$90,673	\$89,673	\$87,673
	53px	\$ 90,344	\$ 89,344	\$ 87,344	\$95,694	\$94,694	\$92,694
	65px	\$ 94,135	\$ 93,135	\$ 91,135	\$101,035	\$100,035	\$98,035
	71px	\$ 95,905	\$94,905	\$ 92,905	\$103,555	\$102,555	\$100,555
	77px	\$ 97,989	\$ 96,989	\$ 94,989	\$106,389	\$105,389	\$103,389

		Current Contract Price (1- 30 and 31+)	New Contract Price (1-30 & 31+)
Attachment F. Pricing Schedule, Part 2. Base Bus			
Type D ER	66px	\$ 120,552	\$ 130,152
	72px	\$ 123,259	\$ 134,809
	78px	\$ 129,201	\$ 141,701
	84px	\$ 131,671	\$ 145,071
Type D EF	65px	\$ 110,764	\$ 120,264
	71px	\$ 112,226	\$ 122,626
	77px	\$ 113,647	\$ 124,897
	83px	\$ 118,737	\$ 130,837

Price and Option Description (Type C & D models and all capacities)	Option Code	Add/Delete /Price Change	New Contract Pricing
Attachment F. Pricing Schedule, Part 3. Additional options, upgrades			
Braun Lift Package (800lbs, includes door)** (Type C)	D1164-00-046	Price Increase	\$7,672
Braun Lift Package (800lbs, includes door)** (Type D)	B7060-CF-919	Price Increase	\$7,672
Braun Lift Package (1000lbs, includes door)** (Type C)	D1164-00-034	ADD	\$8,114
Braun Lift Package (1000lbs, includes door)** (Type D)	B7060-CF454	ADD	\$8,114
Adjustable Pedals (Type C & D)	FL-0185-108	Price increase	\$1,322
Zonar (Type C)	D1307-06-000	ADD	\$526
Zonar (Type D EF)	B2591-19-000	ADD	\$526
Zonar (Type D ER)	B259119-001	ADD	\$526

The foregoing is the complete and final expression of the parties' agreement to modify **Contract E194-90742** and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

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

SONNY MERRYMAN INC.

BY: *Caley Edgerly*
NAME: Caley Edgerly
Printed Name
TITLE: President & CEO
DATE: 9/14/2022

COMMONWEALTH OF VIRGINIA

BY: *Pamela Copeland*
NAME: Pamela Copeland, VCO
Printed Name
TITLE: Statewide Sourcing & Contracting Officer
DATE: 09/16/2022



DEPARTMENT OF GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #2
TO
CONTRACT NUMBER E194-90742
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SONNY MERRYMAN INC.

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Sonny Merryman, Inc., a Virginia corporation, hereinafter referred to as the "Contractor" or "Sonny Merryman", relating to the modification of Contract E194-90742 effective February 11, 2022 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A.) Changes to the Contract B.) Price Escalation/De-Escalation. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

A. Reference: Contract E194-90742, "Changes to Contract." and "OPTIONS (Add-ons & Deletes)"

Table with 4 columns: Description, Option Code, List (MSRP) Price, Contract Price. Rows include Extended Length, 14,200 GVWR, Braun Lift Package, and GPS-Zonar System.

B. Reference: Contract E194-90742, "Price Escalation/De-Escalation", Section IX. STC's, paragraph #25 Price increase (ref. Goods and Pricing Schedule)

- Type A: \$9,770 to the "Base Price" for each volume level (16 px & 24 px)

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-90742 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

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

SONNY MERRYMAN INC.

COMMONWEALTH OF VIRGINIA

BY: Caley Edgerly
NAME: Caley Edgerly
Printed Name
TITLE: President and CEO
DATE: June 7, 2022

BY: Pamela Copeland, VCO
NAME: Pamela Copeland, VCO
Printed Name
TITLE: Statewide Sourcing & Contracting Officer
DATE: 06/09/2022



DEPARTMENT OF
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES & SUPPLY (DPS)
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #1
TO
CONTRACT NUMBER E194-90742
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SONNY MERRYMAN INC.

This **MODIFICATION #1** is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Sonny Merryman, Inc., a Virginia corporation, hereinafter referred to as the "Contractor" or "Sonny Merryman", relating to the modification of Contract **E194-90742** effective February 11, 2022 as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A.) Changes to the Contract B.) Price Escalation/De-Escalation. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

- A. Reference:** Contract **E194-90742**, "Changes to Contract." The Guidance on Executive Directive 18 for Contract Workers is no longer in effect, as of effective date; January 15, 2022 .
- B. Reference:** Contract **E194-90742**, "Price Escalation/De-Escalation", Section IX. STC's, paragraph #25 Price increase (ref. Goods and Pricing Schedule)

- Type C: \$3,000 to the "Base Price" for each volume level
- Type A: \$1,000 to the "Base Price" for each volume level
- Type D: \$3,500 to the "Base Price" for each volume level

The foregoing is the complete and final expression of the parties' agreement to modify Contract **E194-90742** and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

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

<u>SONNY MERRYMAN INC.</u>		<u>COMMONWEALTH OF VIRGINIA</u>	
BY:	<u><i>Caley Edgerly</i></u>	BY:	<u><i>Pamela L Copeland</i></u>
NAME:	Caley Edgerly Printed Name	NAME:	Pamela Copeland Printed Name
TITLE:	President & CEO, Sonny Merryman	TITLE:	Statewide Sourcing & Contracting Officer
DATE:	February 25, 2022	DATE:	<u><i>03/01/2022</i></u>



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. E194-90742

Date: February 11, 2022

eVA Vendor No. C12391

Name: Sonny Merryman, Inc.

Address: P O Box 495
Rustburg VA 24588

Bid Response Date: November 9, 2021

In Response to: IFB #4679

To Furnish: Vehicle: Virginia School Buses

During the Period: February 11, 2022 through February 10, 2027

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.

Pamela L Copeland

Pamela Copeland, VCO
Statewide Sourcing & Contracting Officer



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

October 29, 2021

ADDENDUM NO. 3 TO ALL BIDDERS:

Reference – Invitation for Bids: IFB 4679
Commodity: 06517, 07115, 07116
Dated: September 8, 2021
For Delivery To: Department of General Services, Division of Purchases and
Supply on behalf of the Department of Education (DOE)
Bid Due: November 3, 2021 at 1:00 p.m.
Public Bid Opening: November 4, 2021 at 10:00 a.m.

The above is hereby changed to read:

1. Reference Closing Date and Time: NEW Bid Due Date: November 9, 2021 at 1:00 p.m.
2. Reference Public Opening Date and Time: NEW Bid Open Date: November 10, 2021 at 10:00 a.m.
3. Reference Attachment B, Page 1, A. BID SUBMISSION REQUIREMENTS: NEW Bid Opening: 10:00 a.m. (ET) on November 10, 2021
4. Reference Attachment A, IV. Specifications, A General Requirements, paragraph #5. Delivery Lead Time: Changed to read as follows:

Delivery Lead Time: Bidders shall provide a delivery lead-time, after receipt of order (ARO), in the “Delivery” section IX. Special Terms and Conditions, [paragraph 22](#), of the solicitation. This lead-time shall be for orders placed prior to the build out date. Any orders placed from the Contractor’s in-stock inventory, in the “Build Out/Factory Order Cut-off Date” section IX. Special Terms and Conditions shall be delivered within 60 calendar days or less, unless Authorized User(s) agree to change, in writing.

5. Reference Attachment A, Section VII. Reporting Requirements, Paragraph A, change to read as follows:

Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis. The Contractor shall provide sales reports on all buses sold within the Commonwealth of Virginia. The report shall conform to Attachment J Quarterly Sales Report. Please note, Attachment J has two (2) tabs which shall be required. Reports shall be provided no later than 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.

6. Reference Attachment J, Quarterly Report of Sales; Add Attachment J
7. Reference Attachment A, Section IX. Special Terms and Conditions, paragraph #34 (f); Changed to read as follows:
 - f. **In addition to all other remedies available to the Commonwealth, should the Contractor fail to meet any requirement set forth in this Section 34 with respect to any delivered vehicle, one (1) per cent of that vehicle's cost will be deducted from the applicable invoice in order to compensate the Commonwealth for the resulting inconvenience and business interruption.**

8. Reference Attachment F, Line #6 and #14, correct to read as follows:

Line #6 - Model Year (Current Production Year or Newer)

Line #14 - Current Production Year or Newer

9. Reference Page 6/7 – Inquiries for Information:

The following are the official answers corresponding with the posting of Addendum 3. Answers previously provided may not match exactly. Answers posted in Addendum 3 shall be considered the official answer of the Commonwealth.

- a. Will Commonwealth be accepting bids with all-electric Type A, Type C, and Type D school buses?

This current solicitation (IFB) is for Gas, Diesel, and alternative forms of fuel, not to include battery electric. Battery electric are being procured as part of a pilot program and not currently part of this solicitation.

- b. Does this solicitation (IFB) include "Propane" engine option?

As referenced in Section I. Purpose and Section III., Background and/or Historical Data, this solicitation request that qualified suppliers provide all categories of school buses (body & chassis).

Section IV. Specifications, B. Specific Requirements, paragraph(s) 1 and 2 direct the bidder to the Virginia Department of Education Technical Specifications (attachment G) on page 8, which includes Propane as an "alternative fuel".

- c. Can a bidder offer less years or less mileage for the minimum warranty?

Reference Section IV. Specification, A. General Requirements, paragraph #8. Warranty and B. Specific Requirements, paragraph #4: This is the minimum warranty and there will be no exceptions. Bids shall meet or exceed the minimum of all specifications/requirements.

- d. Could use of the actual price increases documented from our Manufacturer, Equipment Supplier, and Cost Increases instead of the Producer Price Index/Indices: 1411-05 Trucks, truck tractors, & bus chassis 14,000 lb. or less, incl. Minivans and suvs; 1411-06 Trucks, over 14,000 lbs GVW?

Section IX. Special Terms and Conditions, paragraph #25. Price Escalation/De-Escalation states that the Producer Price Index/Indices; 1411-05 and other relevant market conditions as determined appropriate and approved by DPS, will be used as guides to evaluate requested price changes.

- e. Clarification request regarding Section IX. Special Terms and Conditions, paragraph #13 Quantities. State Bids usually only accept each contractor's best price per bus. This insures all schools divisions will get the very best price. Also this takes away any chance that contractors may offer greater discounts than the actual quantities that are purchased.

This term and condition is reflective of the quantities listed in Section III. Background and/or Historical Sales Data. The solicitation/award is based on the Total Bid Price (net bus price + delivery) for each volume level/purchase quantity. Authorized users may order in accordance with the pricing volume level/purchase quantity. Bus purchases may or may not be less, equal, or more than referenced in the historical data.

- f. Does this new contract require the vendor to pay the SCA fee for only orders placed through eVA?

The SCA fee applies to per vehicle sold on this Contract. (Ref. Section VII. Reporting Requirements, paragraph B. Surcharge Adjustment Fee). All orders under this contract by Authorized Users shall be processed through eVA (Ref. Section IV. Specifications, A. General Requirements, paragraph #13. Ordering).

- g. The current VA state school bus contract requires vendors to submit Polk reports of sale to Authorized Users with their quarterly Report of Sales. Will this be required under the new contract?

The Polk Reports is not a requirement under this contract. Please reference Section VII. Reporting Requirements, paragraph A. Contractor's Quarterly Report, as changed to read in Addendum 3.

- h. Attachment A, p. 18, #26 states, "After award of contract, contractor shall provide list of all options available for each vehicle on contract."

Yes, awarded supplier(s) shall provide a list of all available option for each vehicle on contract.

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,

Pamela L Copeland

Pamela Copeland
Statewide Sourcing & Contracting Officer

Sonny Merryman

Name of Firm

Caley Edgerly

Signature/Title

11/5/2021

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

October 18, 2021

ADDENDUM NO. 2 TO ALL BIDDERS:

Reference – Invitation for Bids:	IFB 4679
Commodity:	06517, 07115, 07116
Dated:	September 8, 2021
For Delivery To:	Department of General Services, Division of Purchases and Supply on behalf of the Department of Education (DOE)
Bid Due:	October 20, 2021 at 1:00 p.m.
Public Bid Opening:	October 21, 2021 at 10:00 a.m.

The above is hereby changed to read:

1. Reference Closing Date and Time: NEW Bid Due Date: November 3, 2021 at 1:00 p.m.
2. Reference Public Opening Date and Time: NEW Bid Open Date: November 4, 2021 at 10:00 a.m.
3. Reference Attachment B, Page 1, A. BID SUBMISSION REQUIREMENTS: NEW Bid Opening: 10:00 a.m. (ET) on November 4, 2021

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,

Pamela Copeland
Pamela Copeland
Statewide Sourcing & Contracting Officer

Sonny Merryman

Name of Firm

Caley Edgerly

Signature/Title

11/5/2021

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

September 21, 2021

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference – Invitation for Bids: IFB 4679
Commodity: 06517, 07115, 07116
Dated: September 8, 2021
For Delivery To: Department of General Services, Division of Purchases and
Supply on behalf of the Department of Education (DOE)
Bid Due: October 12, 2021 at 1:00 p.m.
Public Bid Opening: October 13, 2021 at 10:00 a.m.

The above is hereby changed to read:

1. Reference Closing Date and Time: NEW Bid Due Date: October 20, 2021 at 1:00 p.m.
2. Reference Public Opening Date and Time: NEW Bid Open Date: October 21, 2021 at 10:00 a.m.
3. Reference Attachment A, Page 6., V. Optional Pre-Bid Conference: Change date/time to:
October 5, 2021 at 10:00 AM – Google Meet information remains the same
4. Reference Attachment A, Page 6, VI. Solicitation Clarifications: Change date/time to:
October 7, 2021, no later than 4:00 p.m.
5. Reference Attachment B, Page 1, A. BID SUBMISSION REQUIREMENTS: NEW Bid Opening: 10:00 a.m. (ET) on October 21, 2021

[Signature Page to Follow]

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,

Pamela Copeland

Pamela Copeland
Statewide Sourcing & Contracting Officer

Sonny Merryman

Name of Firm

Caley Edgerly

Signature/Title

11/5/2021

Date

IFB# 4679

Vehicle: Virginia School Buses

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 all categories of school buses (body & chassis) to 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. Additionally, resulting contract/s, if any, will be available for use by certain charitable corporations and private nonprofit 501(c)(3) institutions of higher education chartered in Virginia, as allowable pursuant to Virginia Code 2.2-1120.

Any contract(s) that may result from this solicitation will be an optional-use term contract for Authorized Users and managed by the Commonwealth of Virginia, Department of General Services (DGS), Division of Purchases and Supply (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 **date of award through five (5) year period. Pricing may be adjusted at the start of each model year (ref: Price Escalation/De-escalation).**

III. BACKGROUND AND/OR HISTORICAL SALES DATA:

VDOE is the administrative agency for the Commonwealth’s public K-12 schools with a mission of leading and facilitating the development and implementation of a quality public education system in Virginia that meets the needs of all students and assists them to become educated, productive, and responsible citizens.

VDOE provides the staff and resources to implement the statutory requirements placed on the Board of Education, which with the Superintendent of Public Instruction and in cooperation with their partners, develop policies and provide leadership that improves student achievement and prepares students to succeed in postsecondary education and the workplace.

As a part of VDOE’s strategic plan, the Central Office is responsible for the state’s (student) transportation service areas, developing, and implementing services for school divisions that support and promote the following:

- Interpretation and application of state and federal laws and regulations relative to pupil transportation;
- Approved standards and practices for transporting students;
- A well-trained cadre of school bus drivers, and;
- High quality school bus maintenance procedures

The design of these services are to promote high quality, safe, and efficient transportation of all public school students to and from school and school-related activities.

The Central Office accomplishes this in part through the administration of federal and state transportation program requirements that are designed to ensure that all students arrive safely at school and school-related activities each day.

It is the goal of the Commonwealth to secure the best possible commercial agreement(s); based on the considerable economies of scale involved and the potential aggregate market volume this represents.

- The Commonwealth reserves the right to make awards for any goods and/or services depending upon the capabilities and benefits described in a Bidder's bid and as the Commonwealth deems in its best interest. Such decisions shall be based upon the Commonwealth's sole and exclusive judgment.
- Currently the contract is for all categories of Commonwealth of Virginia school buses (body & chassis). The existing contract term expires December 15, 2021 or until a new contract(s) is in place. The contracts are for gasoline, diesel and CNG engine buses. The current contract are available for view on the Commonwealth's eProcurement (eVA) website: www.eva.virginia.gov.
- Current Commonwealth of Virginia School Bus Contract E194-73321 (05/15/2015 – 04/30/2021); the Commonwealth has processed orders, representing total quantities as follows:
 - Type A - 66 units
 - Type C - 2,821 units
 - Type D - 43 units

These quantities will be used by the Commonwealth for the evaluation of bid responses to determine the lowest responsive and responsible bidder(s).

IV. SPECIFICATIONS:

The Contractor shall furnish and deliver each of the following described item(s):

all categories of school buses (body & chassis) to include: all related integral or peripheral component equipment or accessory products associated with such vehicles (collectively referred to as Bus, Buses, Product or Products) together with available maintenance, warranty, and maintenance support services ("Services") necessary to maintain the operational performance, safety, and technical integrity of all school buses in accordance with all original equipment manufacturer (OEM) performance, safety, and technical specifications.

A. General Requirements

The Contractor(s) shall provide school buses for the purchase and delivery of school buses that meet or exceed the following minimum requirements:

1. **Geographic:** The Contractors shall provide school buses and related products and services under this contract to any Authorized User, as described herein. Bidders with any geographic restrictions should specify the geographic areas that they are not able to provide products and/or services. Regardless of any contracted service areas, and to any extent that they may overlap, Authorized Users shall have the opportunity to use any contract, based on their own business direction and/or operational needs.
2. **Products and/or Services:** Any Contractors shall be able to provide the broadest possible spectrum of all available school bus categories. The Commonwealth recognizes that dealers or manufacturers may not carry all or exactly the same range of products or lines. However, all products and product lines carried either in the dealers or manufacturers available inventory, catalog, price list, or special order shall be covered in the bid.
3. **Delivery:** 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 *"Total Bid Price"* (ref. [Attachment F, Goods and Pricing Schedule, Part 2, Base Bus Price](#)).

Bidder entering of a bus delivery price in [Attachment F](#) 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 bus by the most economical method with no mark-up. For all sales of buses 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 bus/equipment. Bus and/or equipment that is released back to the Contractor for any reason; the Contractor shall assume risk of loss upon such release.

4. **Delivery Location and Time:** Buses shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout the State 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. **Failure to coordinate delivery with the Authorized user may result in refusal of delivery.**
5. **Delivery Lead Time:** Bidders shall provide a delivery lead-time, after receipt of order (ARO), in the "Delivery" section IX. Special Terms and Conditions, [paragraph 22](#), of the solicitation. This lead-time shall be for orders placed prior to the build out date. Any orders placed from the Contractor's in-stock inventory, in the "Build Out/Factory Order Cut-off Date" section IX. Special Terms and Conditions shall be delivered within 60 calendar days or less.

6. **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 (ref. New Vehicle Preparation – e.g. missing state inspection), the invoice will not be approved for payment until the Contractor corrects all defects.
7. **Product Additions:** The Commonwealth recognizes that products and product line additions to the Contractor’s standard bid during the life of the contract are likely to occur. The Commonwealth considers these additions as enhancements. Additions will be considered as follows:
 - a) Any and all new school buses will be categorized with similar products or product lines into existing market categories previously defined and agreed to by the Commonwealth and with respect to discount structure, net price or grand total of product.
 - b) In the event the Contractor adds a new school bus product line that represents product(s) that are consistent with the scope, type, and class of school buses covered under the contract, then the Commonwealth and the Contractor may agree to add to contract as considered with respect to contract discount structure, net price or grand total of product(s).
 - c) New school bus product line additions must be completed with the DPS Statewide Sourcing and Contracting Officer prior to order placement by any Authorized User.
8. **Warranty:** The warranty period shall commence when vehicles are actually placed into service as evidenced by the Authorized User’s records, rather than commencing upon delivery. The warranty shall include the manufacturer’s standard Bumper-to-Bumper Warranty (minimum 5 years or 100,000 miles).
9. **Sales and Support Service:** The Contractor shall have a full time sales representative assigned to the Commonwealth to make regular calls to 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 sales representatives must 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. Sales representatives shall be available by phone, fax or email. Such contact information shall be provided to the Commonwealth and any Authorized User.
10. **Training:** The Contractor shall include with the bid and base bus bid price the training plan for new bus(es)/equipment operation, service/maintenance and basic repair to include, but not be limited to, the Contractor’s role in training and/or how training by a third party may occur. Training plan included at the end of Attachment A on page 26.
11. **Pricing Schedule:** Bidders shall complete all applicable fields of the pricing schedule for each school bus make, type, and capacity bid on Attachment F. Bidder shall use separate copy of Attachment F – Equipment and Pricing Schedule for each type, make, and capacity.

12. **School Bus Options:** Bidder shall provide a minimum of fifteen (15) of the most frequently ordered available options with description, option code, MSRP/list price and Commonwealth contract price for each make/model on [Attachment F](#). Bidder shall provide a percentage discount off MSRP/Catalog price on [Attachment F](#) for unlisted options. ([Ref. IX. Paragraph 26](#))
13. **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.
14. **New Equipment:** The Vehicles bid 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 bidding of such a Vehicle will be cause for bid rejection.
15. **Safety Notices and Recalls:** All safety notices and recalls shall be mailed to the entity's address on the purchase order for the destination of goods or other contact noted on the purchase order.
16. **Invoicing:** When two or more Authorized Users of Virginia combine requirements on a single purchase order, separate invoices shall be prepared for Authorized User.
17. **Minimum Order:** There shall be no minimum order requirement.

B. Specific Requirements

1. VDOE Technical Specifications: Products offered to all Authorized Users of Virginia during the entire term of the contract shall meet all technical specifications published by VDOE, updated **July 1, 2019 or current edition**, which defines certain, but not all, components required in a school bus chassis and body purchased by a Virginia public school division.
2. Technical requirements for a bus chassis and body are contained in VDOE's *Regulations Governing Public Transportation*, and include *Minimum Standards for School Buses in Virginia* entitled Virginia School Bus Specifications and must be reviewed by all Bidders located on VDOE's website or [Attachment G](#).

(open) *Virginia School Bus [Specification, July 1, 2019](#)*
3. The responsibility for compliance with these school bus specifications rests with the Contractor, representing the dealers and manufacturers. If any dealers or manufacturers sell school bus vehicles that do not conform to any or all of these specifications, a general notice

will be sent to all school divisions advising that equipment supplied by such dealer or manufacturer will be disapproved for school transportation until further notice. A copy of the notice will be sent to the dealer or manufacturer and will remain in effect until full compliance by the dealer or manufacturer is assured.

4. Warranty shall meet or exceed the following minimum coverage terms. Bidder shall provide complete description of warranty coverage. Options for extended warranties may also be provided:

Bumper to Bumper: Five (5) years, 100,000 miles

- V. OPTIONAL PRE-BID CONFERENCE:** An optional pre-bid conference will be held Virtually on [September 21, 2021 at 10:00 AM](#) (virtual information provided at the end of this section). The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid, Bidders who intend to submit a bid are encouraged to attend. No vendors will be admitted after 10:10 AM. If admittance is required after the conference has begun, there is no guarantee that the Statewide Sourcing and Contracting Officer will be able to admit attendees.

Copies of the solicitation will not be distributed so bring a copy with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Participants must use the instructions provided below and are advised to start connecting no later than 9:45 AM to ensure a connection at the start of the virtual conference. There will be no technical assistance available if a connection cannot be made. Bidder should notify the DPS Contracting Officer noted in the solicitation by email no later than 9:30 AM on the day of the prebid conference if intending to participate in the virtual conference. If Bidder connects late, information may not be repeated and Bidder may have to wait for the addendum to be issued.

Google Meet information:

Meeting ID: meet.google.com/hjr-azcw-pyp

Phone Number: (US)+1 720-449-3648

Phone Pin Number: 712 736 260#

VI. SOLICITATION CLARIFICATIONS:

Questions regarding the solicitation **must be submitted in writing only** to Pamela Copeland via e-mail at pamela.copeland@dgs.virginia.gov no later than **4:00 p.m. on September 29, 2021**. Bidder should identify the email by noting the solicitation number **IFB#4679** 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. SURCHARGE ADJUSTMENT FEE:

Contractor shall pay the Department of General Services (DGS), a SurchargeAdjustment (SCA) fee under this Contract. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA shall be **\$350 dollars per vehicle sold** on the contract. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

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

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

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and

remedies available under law. Reports shall be sent to the DPS Contracting Officer and to the following email address: vssireport@dgs.virginia.gov. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee 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

<u>SCA Fee Period</u>	<u>Sales Months</u>	<u>Payment Due</u>
1st Quarter	Jan, Feb, Mar	April 30th
2nd Quarter	Apr, May, June	July 31st
3rd Quarter	July, Aug, Sept	October 31st
4th Quarter	Oct, Nov, Dec	January 31st

D. Contractor shall:

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the contract, and discuss opportunities for improvements.
2. Provide any documentation or reports as requested by the DPS Contracting Officer.
3. Notify the DPS Contracting Officer, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days

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. Payment is anticipated to be made by check or EDI depending on how the Contractor is registered with the Department of Accounts.

IX. SPECIAL TERMS AND CONDITIONS:

1. **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.
2. **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.
3. **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. 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.
4. **eVA ORDERS AND CONTRACTS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

5. **AUTHORIZED DEALER:** By signing 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.

6. **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.

7. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

8. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for ninety (90) 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.

9. **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>.

10. **PERIOD FOR PERFORMANCE OF PURCHASE ORDERS:** 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.

11. **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.

12. **EXCLUSIVITY OF TERMS AND CONDITIONS:** No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other 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.
13. **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.
14. **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' remedies include the right to terminate any services hereunder.

15. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in advance 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 Statewide Sourcing & Contracting Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

In the event any item on the contract is to be discontinued and/or replaced by a new item, the Contractor must notify the Statewide Sourcing & Contracting Officer in writing in advance of the product discontinuance/replacement. A formal contract modification will be processed by the Statewide Sourcing & Contracting Officer to reflect these types of changes.

16. **STATE CORPORATION COMMISSION 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 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 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.
17. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
18. **EXCLUSIVITY OF TERMS AND CONDITIONS:** No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. No contractor shall be required to sign with 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.
19. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :**
 - 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.

- 20. **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.

21. **DELIVERY NOTIFICATION:** The ordering Authorized User shall be notified two (2) business days prior to delivery so that personnel may be available to inspect and receive school bus(es) and/or charging system/station(s) being delivered. Notification shall be made to the individual indicated on the purchase order.

22. **DELIVERY (Bidder 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 or with a completed Certificate of Origin after they receive it from the manufacturer (turn time). Whether the vehicle is required to be fully titled or only delivered with a Certificate of Origin will be at the discretion of the Authorized User. Authorized Users will communicate which is required and establish the process with the Dealer prior to the delivery of the vehicle(s). 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: 150-180 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 manner 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: ____ 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 event 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.

23. **DELIVERY/SERVICE TO CORRECTIONAL INSTITUTIONS:**

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.
24. **PAST MODEL YEARS AND 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.
25. **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: *1411-05 Trucks, truck tractors, & bus chassis 14,000 lb or less, incl. Minivans and suvs; 1411-06 Trucks, over 14,000 lbs GVW*, 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.

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.

26. OPTIONS (Add-ons & 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 (**ref. Attachment F – Equipment and Pricing Schedule**). 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.

27. BUILD OUT/FACTORY 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.

28. **VIRGINIA MOTOR VEHICLE DEALER LICENSE:** 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 ([Ref. Attachment H](#)):

- 1) the Bidder's current compliance with the provisions of this Code section including providing current certifications from the Department of Motor Vehicles; License provided on the following page.
- 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.

- 29. **AUTHORIZED DEALER:** By submission of 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.
- 30. **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



COMMONWEALTH OF VIRGINIA MOTOR VEHICLE DEALER BOARD

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

ISSUED: 10/30/2019
EXPIRES: 11/30/2021
210 MBRAS

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

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

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.

Contact information provided at the end of Attachment A on pg. 26.

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.

31. **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. See response at end of Appendix A on pages 26-27.

32. **WARRANTY (VEHICLE):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and 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. Provided on pg. 28-34.

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.

33. **WARRANTY, SUPPORT, AND PRODUCT DOCUMENTATION**

The Contractor, or their licensed and duly authorized Agent representative, shall act as the sole point-of-contact for all Products repaired under Warranty / Maintenance. Unless otherwise specified in the Order, all Warranty/Maintenance support services shall be provided during the Principal Period of Maintenance, defined below. Contractor shall respond to all requests for Warranty / Maintenance service within twenty-four (24) hours after notification that a failure has occurred.

- a. **Warranty shall include:**

1. Without exclusion, Contractor hereby certifies and warrants that all Products and component Equipment provided under the Agreement shall operate and perform in accordance with all original equipment manufacturer (OEM) performance, safety, and technical specifications for a minimum period of one (1) year, to commence immediately upon the completion of satisfactory Acceptance testing and documented Acceptance thereafter of the Product from the an Authorized User.
 2. Cost of documentation of Acceptance testing for each unit delivered.
 3. All Equipment and materials necessary to repair defects in the Product, at no charge to the Authorized User
 4. A complete set of user and technical documentation for all Products and components needed to operate the Equipment, both in printed and portable electronic format, and provided to the Authorized User at no additional charge.
 5. Warranty/Maintenance shall not include work external to Equipment, furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this Agreement.
 6. Warranty/Maintenance of Equipment shall also not include repair of damage resulting from the Authorized User or from any accident, unless the accident is caused by the negligent or intentional acts or omissions of Contractor or its agents.
 7. Contractor shall act as sole point-of-contact for all Equipment repaired under this Agreement.
 8. All parts used under this agreement must be new parts or refurbished parts certifiable as new by the OEM. Parts that have been replaced shall become the property of the Contractor, unless deemed otherwise by the Authorized User.
- b. **Maintenance Support:** Bidder shall include provisions with pricing (hourly labor rate and parts discount on [Attachment F – Goods and Pricing Schedule](#)) for post-warranty repair/maintenance support, to include, but not limited to; all labor, equipment, materials, supplies, travel time, and any other operating costs necessary to furnish and deliver OEM parts and accessories ordered to repair, service, and provide maintenance and options with appropriate service levels to battery electric school buses that any “Authorized User” may deem best to meet their specific mission requirements and service expectations e.g.:
- i. Contractor’s Services shall minimally include, but not be limited to, the following flexible maintenance support categorization options, as deemed appropriate by “Authorized Users”, and in cooperation with the Contractor:
 - ii. 24x7x365 Dispatch Service Center for all maintenance and service calls with a two hour telephonic response times and a four hour onsite response time.

- iii. Principal period of maintenance (PPM) defined herein as Mon - Fri 7:00 AM-7:00 PM, State holidays excluded.
- iv. Service Types; onsite, offsite, telephonic, remote, or return to depot, and; In such event that Contractor's products must be returned to depot, manufacturer, or licensed facility authorized to perform maintenance services, then Contractor shall communicate estimated bus "downtime" to the Authorized User.
- v. Contractor shall include a document identifying the cost of all parts on any order, e.g. parts order only and service/maintenance and repair orders. Bidder shall provide discount percentage off the list price for parts. The parts percentage discount shall remain firm over the life of the contract.
- vi. Contractor shall hold hourly labor rate pricing firm for a period of one year from the start of the contract. After the first year, labor rates may be adjusted according to the Price Escalation/De-Escalation paragraph in Section IX., paragraph 13 of this RFP.
- vii. In such event, that Contractor's products must be returned to depot, manufacturer, or licensed facility authorized to perform maintenance services, then Contractor shall communicate estimated bus "downtime" to the Authorized User.

34. **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 paper 30 Day license tag, unless a different format (e.g. electronic) is requested in writing by the "authorized user", shall be furnished with each vehicle unless Authorized Users waive, in writing, the 30 Day tag ([Ref. Attachment F](#)).
- b. Title Papers: All papers for titling purposes shall be delivered with each vehicle, unless a different format (e.g. electronic) is requested in writing by the "authorized user".
- 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, unless a different format (e.g. electronic) is requested in writing by the “authorized user”:
 - 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.

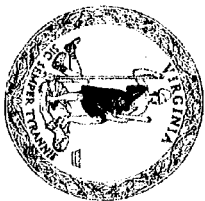
- f. In addition to all other remedies available to the Commonwealth, should the Contractor fail to meet any requirement set forth in this **Section 32** with respect to any delivered vehicle, one (1) per cent of that vehicle’s cost will be deducted from the applicable invoice in order to compensate the Commonwealth for the resulting inconvenience and business interruption.

35. **SECURITY LICENSE:** If requested by the School Board to provide Security Surveillance services or equipment, it is the responsibility of any contractor receiving an award to be licensed by the Department of Criminal Justice Services in accordance with § 9.1-139 of the *Code of Virginia* (1950), for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a bid. The Bidder shall place their license number in the space provided below:

Private Security Services Business License Number: 11-7197

Copy of license provided on the following page (pg. 24).

Commonwealth of Virginia



Department of Criminal Justice Services
certifies that

SONNY MERRYMAN INC
T/A: MERRYMAN, INC., SONNY

has satisfied the licensing requirements for

Private Security Service Business

To provide services for:

BU06 Electronic Security Services

Leon D. Baker, Jr.

11-7197
License #

3/31/2022
Expiration Date

Director, Licensure and Regulatory Services

Regarding Attachment A of IFB #4679, Sonny Merryman agrees to comply with all specifications detailed in section A. General Requirements and B. Specific Requirements. Sonny Merryman also confirms receipt of and agrees to the following:

VII. Reporting Requirements

VIII. Invoices and Payment

IX. Special Terms and Conditions

As requested in Section A. General Requirements, #10 Training, we submit the following:

Driver training and vehicle orientation is provided free of charge with each new bus purchase and is available at the time of bus delivery or post-delivery – whenever the customer prefers. It is typically provided on-site at the customer's location by Sonny Merryman sales and support staff. Driver training is offered in a hands-on format as well as presentation/classroom style training format and covers both safety and operational content.

Technician training is also offered free of charge with each new bus purchase and is provided by the Sonny Merryman certified service trainer on-site at the customer's location at a date and time of their choosing. Basic maintenance and service training includes proper maintenance procedures, electrical system overview, engine overview, diagnostic software training, and other topics as requested by the customer.

As requested in Section IX. Special Terms and Condition, #30 Sales and Support Service, contact information listed below.

Caley Edgerly, President & CEO

caley@sonnymerryman.com

740-630-8049

Mike Wirt, Eastern Region Sales Manager

mwirt@sonnymerryman.com

757-719-0001

Cory Compton, Western Region Sales Manager

cory@sonnymerryman.com

434-941-3820

As requested in Section IX. Special Terms and Condition, #31 Technical Service, the following is provided.

Sonny Merryman operates four strategically located bus service centers across the state to provide convenient maintenance, service, parts, and technical support to customers. Customers have access to our service and parts call centers where they can speak with a team member to provide basic troubleshooting assistance, schedule a time to bring their bus in for service, or order parts. In addition, customers will have digital access to all repair/maintenance manuals and



wiring diagrams via online portals or by requesting them from a Sonny Merryman team member. Sonny Merryman offers a wide variety of training opportunities for technicians, all of which are provided to our customers at no charge. Customers will receive access to manuals and wiring harnesses as part of our ongoing support. The web-based portal DTNACONNECT.COM will be the gateway for all technical documentation support.

New Vehicle Warranty Coverage

Public School Use Only



TBB School Bus Purchased on eVA Contract

Coverage ¹		
Body Component	Time ²	Distance ²
TBB Basic Bus (Type C)	5 Years	100,000 mile
TBB A/C System	5 Years	100,000 mile
TBB Manufactured Components	5 Years	100,000 mile
TBB Miscellaneous (Accessories, Compartments, etc.)	5 Years	100,000 mile
TBB Paint	5 Years	Unlimited
TBB Passenger Doors	5 Years	100,000 mile
TBB Seat and Barrier Frames	5 Years	Unlimited
TBB Seats, Barriers, and Stanchions	5 Years	100,000 mile
TBB Storm Glass and Windows	5 Years	100,000 mile
TBB Structure and Sheet Metal	5 Years	Unlimited
TBB Towing	6 Months	Unlimited

¹For informational purposes only; actual coverage may vary depending on vehicle specifications

²Time or distance, whichever comes first

Warranty Statement

1.1 New Vehicle Coverage

The following section outlines Company standard warranty coverages for all Company vehicles, equipment, chassis, or cabs sold by Daimler Trucks North America and domiciled in the USA (50 states and Washington, D.C.) and Canada. This information is also included in the Owner's Warranty Information Booklet.

See Warranty Coverage Tables for standard warranty coverages by make and model. Additional coverage may apply; verify coverages on-line for specific vehicle warranty.

1.2 New Vehicle Limited Warranty

Under this New Vehicle Limited Warranty ("Warranty"), Daimler Trucks North America LLC ("Company") warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This limited warranty applies only to new vehicles sold by an authorized Daimler Trucks North America (DTNA) dealer or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

Daimler Trucks North America LLC reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

1.3 Limitations

This warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period. During New Vehicle coverage, warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

1.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

1.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT

LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

1.6 Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

AIR SPRINGS

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under this Warranty.

ALIGNMENT OF AXLES/WHEELS/STEERING WHEEL

Each DTNA vehicle manufacturing plant uses a calibrated system to align axles and wheels and to center the steering wheel to Daimler Trucks North America LLC specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under warranty.

Any special alignment settings at the request of the Owner must be handled between the Dealer and Owner after delivery from factory. These special adjustments are not covered under Warranty.

AXLE BREATHER VENTS

During the vehicle manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

INTERIOR COMPONENTS

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Floor coverings
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery

CHROME SURFACES, ALUMINUM AND STAINLESS STEEL COMPONENTS

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust, for example, rust on the unfinished backside of a bumper
- Dimpling at the mounting bolts

- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning-product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

CLUTCH ADJUSTMENT

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, in-service of the vehicle, a warranty claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as warranty).

COMPETITION

Warranty will become void on any vehicle that is used in competition, including but not limited to:

- Racing
- Tractor pulls
- Other motor sports

CONSUMABLE PARTS

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered for a limited time:

Make	Consumable Parts Coverage
TBB Bodies & TBB Chassis	Up to 30 days from in-service date
FCCC Chassis	Up to 15,000 miles (24 000 km)

These items are:

- Antennas
- Ashtrays
- Belts
- Brake linings
- Cigarette lighter assembly
- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Fluids
- Fuses
- Light bulbs
- Mud flaps
- Mud flap mounting brackets
- Caps (including, but not limited to, DEF, fuel, radiator, surge tank)
- Receiver-dryer filter
- Windshield washer nozzles
- Windshield wiper blades

Consumable parts NOT covered under this Warranty include, but are not limited to, the following:

- Antifreeze
- Filters (fuel, air, oil, water)
- Fluids (unless low due to a warrantable failure)
- Lubricants

CORROSION

Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion/Perforation, Cowl Corrosion/Perforation, or Aftermarket Parts Warranty.

Exclusions to corrosion warranty include, but are not limited to, the following:

- Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna-Coat Rotors)
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance

DAMAGE

The following are not covered under this Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to failure to maintain vehicle as outlined in the driver's/operator's and maintenance manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions

- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam-cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

ENGINE

The engine, including all of its components as supplied by the engine manufacturer, is not covered under this Warranty, but is warranted separately by the manufacturer of the engine. For engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

ENGINE BRAKES, AIR COMPRESSORS, AND OTHER PROPRIETARY ENGINE COMPONENTS

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jacob® Brake component must be filed directly to the engine manufacturer.

Failures on non-proprietary engine components can be filed through DTNA.

EXHAUST SYSTEM CLAMPS

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under warranty.

GLASS, MIRRORS, LENS

Glass, mirror or lens breakage or chips or scratches of glass, mirrors, or lenses are not covered by this Warranty.

MISAPPLICATION OF VEHICLE

The warranty on any vehicle used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with the vehicle use. Any and all claims associated with the misapplication of the vehicle will be subject to chargeback.

MISCELLANEOUS EXPENSES

Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under this Warranty. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo

- General housekeeping supplies (i.e., rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance (unless coverage is specifically stated in the applicable warranty coverage table)
- Repair or replacement of optional items not sold or installed by company
- Removal or replacement of dealer, body builder, or customer-installed equipment
- Environmental fees, cleanup, or other charges
- Cost of emergency services

MODIFICATIONS TO ORIGINAL EQUIPMENT

Company does not warrant vehicle component or chassis modifications, or equipment installations arranged by Dealers or customers. In addition, the extra time necessary to remove body builder installed items and/or equipment to work on a warranted repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If Dealers or customers perform any vehicle modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the vehicle warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

PAINT

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning
- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company
- Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:
 - Underside of the hood, including the inside of the wheel wells
 - Inside of the bumper
 - Aftertreatment devices

Gloss

Gloss Warranty claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Data Books) will not be covered under this warranty.

SHIP LOOSE ITEMS AND COMPONENTS

During the manufacturing process, certain vehicle components are normally placed in the cab of the vehicle or strapped down to the chassis for security reasons. It is the Dealer's responsibility to mount these "ship loose" items in the correct location on the vehicle. Mounting of "ship loose" items will not be covered under warranty.

These items include, but may not be limited to, the following:

- Antennas
- Fire extinguishers
- Winter fronts
- Spare wheels/tires
- Chrome lug nut covers
- Driver's pouch
- Jacks

TRANSMISSIONS

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

ROUTINE MAINTENANCE

Routine inspection, maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under warranty one time during the following applicable initial operating periods unless excluded in the paragraphs below.

Reminder: After the following initial operating periods, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from warranty.

INITIAL OPERATING PERIOD

The Initial Operating Period (IOP) for Daimler Trucks North America LLC vehicles is as follows:

Make	Initial Operating Period
Freightliner Custom Chassis Corporation (FCCC)	Up to 25,000 miles/ 40 000 km
Thomas Built Bus (TBB) bodies and TBB chassis*	Up to 6 months from the date of in-service

*TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

See CONSUMABLE PARTS elsewhere in this section.

Exclusions from warranty during the Initial Operating Period are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting hardware are considered part of the routine preparation of the vehicle before customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under warranty during or after the initial operating period.
- Claims for re-routing of electrical wiring, hoses, or lines which meet Daimler Trucks North America's

routing standards will not be paid under warranty during or after the initial operating period.

- Final preparation of the vehicle for customer delivery to include cleaning/vacuuming of interior, washing windows, washing the exterior, polishing exterior chromed or painted surfaces are considered as ordering-Dealer responsibilities. Claims for these activities will not be paid under warranty during or after the initial operating period.

TEST VEHICLES

Any vehicles being used in testing or used to test specific components must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any vehicles used in endurance testing, such as the Altoona Test, are void of all warranty, new or used.

TIRES AND TIRE BALANCING

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under warranty.

1.7 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired.

To ensure the Owner receives proper warranty recognition, the ownership information should be updated in the Company system.

1.8 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

1.9 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

1.10 Owner's Responsibilities

It is the Owner's responsibility to ensure the vehicle is maintained as outlined in the Driver's/Operator's and Maintenance Manuals. It is important that the new Owner becomes familiar with the contents of the warranty information. When the Owner first receives the vehicle, Dealer should review the Owner's Warranty Information booklet with the Owner.

To initiate warranty, customer must complete and sign the Warranty Start Form (WAR275). Dealer must attach the Warranty Start Form to the Product Registration screen in OWL.

TBB A/C System (TBB Installed)

Coverage includes: air conditioning: A/C electrical control panel, accumulator/dryer, air conditioner O-ring, compressor clutch, rotary compressor, condenser, fan condenser, air conditioning ducting, evaporator, A/C fitting/pipe, A/C hose, motor, relay/magnetic switch, high side Schrader valve, low side Schrader valves, refrigerant pressure sensor, switch, high pressure switch, low pressure switch, inlet thermistor, outlet thermistor, orifice tube, expansion valve, water valve (internal to the dash mounted A/C-heat unit), blower wheel

TBB Basic Body (Type C)

Coverage includes all factory-installed components of the body that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time, or distance, or listed separately on each new vehicle warranty coverage chart.

Includes: air operated components, door controls (all TBB installed), doors: air controls, electric controls, manual controls, hold back devices, emergency rear doors, emergency side doors, entrance doors, lift-single/double doors, door handles, hinges, door locks, air pump, vandallocks, door locks, door latches, electrical motors (TBB installed), air distribution actuator, motor/door-blend air actuator, resistor block, core (heater), air conditioner/heater/defroster ducting, defroster fan, harness, under bus to rear HVAC hose, HVAC control module, motor, mounting/housing (main case), relay/magnetic switch, switch (ether start), radiator fan/shutter override switch, blower wheels, floor covering, step treads, floor plywood, plywood fastening, window frame (excludes glass), windows, push out window, stationary windows, split sash window, split sash storm window, heater cores, cable control, hose covers/trim, defroster duct, driver's heater, defroster fan, mid-ship heater, heater motor, rear heater, step well heater, lights, back-up light, clearance light, directional light, directional side light, dome light, license plate light, marker light red light, stop/tail light, stop light, strobe light, warning light (excludes all bulbs and fading lenses), cowl mount mirror, cross view mirror, rear mount mirror/rear view mirror, heater mirror, inside rear view mirror, seals (windows and doors), seats, anchors, barriers, flip seat, passenger seat/frame (soft goods), lifts and panels, modesty panels, ceiling assist rail, shields, stanchions, wheel chair tie downs, wheel chair lift units, switches (all TBB installed), visors (TBB installed), safety equipment, backing alarms, child check mate, destination signs, sun visors, wig-wag, vandallock system, warning devices, lamps, flasher modules, child reminder system, driver alert sign, stop arms, walk gates, back up alarms, windshield wipers (arms only), wiring (TBB installed), wiring harness, wiring harness brackets, cables, connectors, a/c system (TBB installed), a/c electrical control panel, accumulator/dryer, air conditioner O-ring, compressor clutch, rotary compressor, condenser, fan condenser, air conditioning ducting, evaporator, a/c fitting/pipe, a/c hose, motor, relay/magnetic switch, high side Schrader valve, low side Schrader valves, refrigerant pressure sensor, switch, high pressure switch, low pressure switch, inlet thermistor, outlet thermistor, orifice tube, expansion valve, water valve, blower wheel, radios (TBB installed), radio entertainment (only applicable if factory installed),

Coverage Descriptions

harness, radio basic assembly, speaker, fiberglass components

TBB Manufactured Components

Coverage includes: compartments, battery compartment, designation sign compartment, electrical access compartment, luggage compartment, tool compartment, bumper system, bracket or mounting, bumper, bumper fascia, bumper frame, body-inside, metal bulkheads, grab rails, luggage rack assembly, luggage rack pads, luggage rack mounting, metal interior trim

TBB Miscellaneous (Accessories, Compartments, Etc.)

Coverage includes: roof insulation, side wall insulation, bulkhead, rafter cavity, plastic trim, storm sash

TBB Paint

Coverage includes: all components painted by TBB.
Coverage excludes: fading

- For vehicle orders received prior to 08/06/2014: Paint adhesion is pro-rated – Years 1 & 2: 100%; Year 3: 50%; Years 4 & 5: 30%
- For vehicle orders received on or after 08/06/2014: Paint adhesion is 5 years/unlimited

TBB Passenger Doors

Coverage includes: door shells and hinges

TBB Seat & Barrier Frames

Coverage includes: passenger seat frames and barrier frames

TBB Seats, Barriers, Stanchions

Coverage includes: barrier foam, barrier upholstery (including sewing, stapling, etc.) armrest, seat foam/springs, seat upholstery (sewing, stapling, etc.), moms seat, flip mech., plywood, seat track (includes related hardware)

- For vehicle orders received prior to 08/06/2014: Coverage applies to TBB manufactured seats
- For vehicle orders received on or after 08/06/2014: Coverage applies to vendor manufactured seats installed at factory at time of bus manufacture by TBB

TBB Storm Glass and Windows

Coverage includes: all storm windows and frames

Coverage excludes: glass breakage

TBB Structure and Sheet Metal

Coverage includes: belt line angle, door header, exterior sheet metal, trim, left and right exterior side sheets, fenderette (steel), floor sheets, floor panels, front assembly sheet metal, headlining, inside side lining, interior sheet metal trim, main body door post and capping, outriggers, pilaster, rafter, rafter reinforcement, rear assembly sheet metal, roof rails, roof sheets and hoods, rub rails, seatrail, floor rail, entrances stepwell, under floor angle, channel, cross tube, vestibule floor, front and rear wheel house, window header, structural adhesives, sheet metal protection, rust perforation

Coverage excludes: fiberglass components

TBB Towing

Coverage includes: maximum payment as displayed, per occurrence, for towing for a defect in material and workmanship of a component that prevents the safe and lawful operation of the vehicle. Currency exchange rate does not apply. Maximum payment as displayed no matter the currency. Reimbursement max: \$250 for units order prior to 01/01/2009 or \$450 for units order on or after 01/01/2009.

If towing is associated with a DTNA warrantable failure, towing charges must be on the same claim. Reimbursement of .5 hour (SRT 939-6020A) to reinstall drivelines if tow company has removed, but not reinstalled, the driveline and the vehicle has and is within the tow coverage.

IFB SUBMISSION INSTRUCTIONS

A. BID SUBMISSION REQUIREMENTS:

IFB #4679 is an invitation for an electronic sealed bid; therefore, bids submitted outside of the eVA system, such as via e-mail, mail, or fax WILL NOT be accepted. Electronic sealed bids will be received until the closing date and time provided in the solicitation. Any bid received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked "late" and retained unopened in the procurement file.

Prior to the due date, Bidders should:

- Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the "Reminders" section in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.

Bidders are solely responsible for reviewing, complying, and returning a complete and responsive bid. Failure to submit any of the required information may result in the bid being declared non-responsive. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

Bid Submission:

Electronic bid submission with required documents attached is required. Bidder must be registered in eVA in order to submit an electronic bid. Bidders must submit one (1) complete copy of the bid and attachments.

The following are instructions for submitting an electronic bid:

- a. Go to www.eva.virginia.gov;
- b. Click on "I Sell To Virginia";
- c. Click on "eVA Vendor Training"; and
- d. Click on "Respond to IFBs - RFPs and more".

If a Bidder need assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

Bid Opening:

A public bid opening will be held at [10:00 a.m. on October 13, 2021](#) via Google Hangouts:

Link: meet.google.com/eqv-qpmr-ctz

Number: (US) +1 262-546-6203

Pin #: 305 638 143#

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: Caley Edgerly Phone: 740-630-8049 Email: caley@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 9 Months
4. eVA Vendor ID or DUNS Number: Vendor ID C12391 / DUNS # E010053718
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: Prince William Co Public Schools Contact: David Walton
Phone: (571) 402-3902 Email: _____
waltonDC@pwcs.edu
Dates of Service: 50+ years, most recently SPED order in Nov \$ Value: \$1,000,000+
 - B. Company: VA Beach City Public Schools Contact: James Lash
Phone: (757) 263-2900 Email: james.lash@vbschools.com
Dates of Service: 50+ years, most recently SPED and 65px order \$ Value: \$1,000,000+
 - C. Company: Wise County Public Schools Contact: Mark Giles
Phone: (276) 328-8017 Email: mgiles@wisek12.org
Dates of Service: 50+ years, most recently SPED and 65px order \$ Value: \$1,000,000+
 - D. Company: Henrico County Public Schools Contact: Jim Ellis
Phone: (804) 226-5563 Email: jeellis@henrico.k12.va.us
Dates of Service: 50+ years, most recently SPED and 77px order \$ Value: \$1,000,000+

I certify the accuracy of this information.

Signed: Caley Edgerly Title: President & CEO Date: 11/5/2021

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 (Customer Service).

Sonny Meryman is a certified small business through the Virginia Department of Small Business and Supplier Diversity (DSBSD). The following three pages includes our certification as well as the small business subcontracting plan as requested.

SONNY MERRYMAN, INC

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

SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. Offerors are required to return this plan with their proposal.

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.DSBSD.virginia.gov.

Offeror Name: Sonny Merryman

Preparer Name: Caley Edgerly Date: 11/5/2021

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the Offeror's total price for the initial contract period.

Points will be assigned based on each Offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification:

Certification number: 9485 Certification Date: 2/14/2020

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:
0110916-4

-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:  Date: 11/5/2021

Name: Caley Edgerly

Print

Title: President & CEO

Name of Firm: Sonny Merryman

Virginia Public School Bus Specifications

Effective July 1, 2019

Virginia Department of Education
Office of Support Services



VIRGINIA DEPARTMENT OF
EDUCATION

Virginia Public School Bus Specifications

FORWARD

Effective July 1, 2019

These Specifications define certain, but not all, components required on public school buses and public school multifunction school activity buses (MFSAB) purchased by Virginia public school divisions.

Any variation from the Specifications, in the form of additional equipment or changes in style of equipment, without prior approval of the Virginia Department of Education (VDOE), is prohibited.

The responsibility for compliance with the public school bus and public school MFSAB Specifications rests with dealers and manufacturers. If any dealer or manufacturer sells public school bus or public school MFSAB vehicles that do not conform to any or all of these Specifications, a general notice will be sent to all school divisions advising that equipment supplied by such dealer or manufacturer will be disapproved for public school transportation until further notice. A copy of the notice will be sent to the dealer or manufacturer and will remain in effect until full compliance by the dealer or manufacturer is assured.

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ACKNOWLEDGEMENTS

The current *Virginia School Bus Specifications* (referred to herein as the Specifications) is the result of work by the VDOE and the Specification Advisory Committee composed of the Virginia State Police Department (VSP), school division transportation directors and staff, Virginia school bus dealers, and school bus manufacturers. The VDOE wishes to express its gratitude for the assistance and guidance received from the following:

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General Information

1. All public school and MFSAB buses (bodies and chassis) used to transport children to and from public schools or school-related events manufactured on or after the effective date of this document, as specified in 8VAC20-70-460, shall:
 - A. Meet or exceed the minimum requirements of the Specifications.
 - B. Meet all applicable Federal Motor Vehicle Safety Standards (FMVSS).
 - C. Meet or exceed the current National School Transportation Specifications and Procedures (referred to herein as the National Specifications) except when in conflict with the requirements herein. In such cases, the requirement specified in this document shall prevail.
 - D. Meet or exceed applicable National Fire Protection Association (NFPA) codes and safety standards for alternative fuel vehicles.
2. The requirements specified herein are the minimum requirements for public school and MFSAB buses in Virginia. The date used to determine the applicability of the Specifications shall be defined as the bus manufactured date.
3. Any variation from the Specifications, in the form of additional equipment or changes in style of equipment, without prior approval of the VDOE, is prohibited.
4. The VDOE may request the school bus (body and chassis) manufacturer to certify their product meets these minimum standards on items which are not covered by FMVSS certification requirements of *49 CFR, Part 567, Certification*.

General Requirements for Alternative Fuel Public School Buses

1. All alternative fuel public school buses shall be capable of traveling not less than 200 miles with a full load, except those powered solely by electricity shall be capable of traveling not less than 80 miles.
2. Natural gas powered public school buses shall be equipped with an interior/exterior gas leak detection system and fire suppression system as outlined in item 15.A.
3. All materials and assemblies used to transfer or store alternative fuels shall be installed outside the passenger/driver compartment.
4. The manufacturer supplying the alternative fuel equipment shall provide the owner and operators with adequate training and certification in fueling procedures, schedule of maintenance, troubleshooting and repair of alternative fuel equipment.
5. All fueling equipment shall be designed specifically for fueling public school buses and shall be certified by the manufacturer as meeting all applicable federal, state and industry standards.
6. On board fuel supply containers shall meet all appropriate requirements of the American Society of Mechanical Engineers (ASME) code, U.S. Department of Transportation (DOT) regulations and applicable FMVSS and NFPA standards.
7. All fuel supply containers shall be securely mounted to withstand a static force of eight times their weight in any direction.
8. A positive quick acting (one-fourth turn) shut-off control valve shall be installed in each gaseous fuel supply line, as close as possible to the fuel supply containers. The valve controls shall be placed in a location easily accessible without the use of tools, and shall be operable from the exterior of the bus. The location of the valve controls shall be clearly marked on the exterior surface of the bus.
9. An electrical grounding system shall be required for the grounding of the fuel system during maintenance-related venting.
10. Biodiesel must conform to the specifications of the American Society for Testing and Materials (ASTM) 6751 (*Biodiesel Standards*).
11. The manufacturer of alternative fuel public school buses shall provide written certification to the purchaser and the VDOE that the alternative fuel installation, parts, and materials meet the NFPA and other applicable standards, including all alternative fuel requirements of the Specifications.

DEFINITIONS

1. Public School Buses:

TYPE A:



Type “A” school bus is a conversion bus constructed utilizing a cutaway front-section vehicle with a left side driver’s door. This definition includes two classifications: Type A1, with Gross Vehicle Weight Rating (GVWR) 14,500 pounds or less; and Type A2 with a GVWR greater than 14,500 pounds but less than or equal to 21,500 pounds. Both Type A1 and A2 buses shall be equipped with dual rear wheels (DRW).

TYPE C:



Type “C” (“Conventional”) school bus is a body installed upon a flat-back cowl chassis with a hood and fenders. This definition includes two classifications: Type C1, with a GVWR range of 17,500 pounds and a design seating capacity range from 16 to 30 students; and Type C2 with a GVWR of more than 21,500 pounds, designed for carrying more than 30 students. The engine is in front of the windshield and the entrance door is behind the front wheels. Both Type C1 and C2 buses shall be equipped with DRW.

TYPE D:



Type “D” (“Transit”) school bus is a bus with a body constructed using a stripped chassis. The entrance door is ahead of the front wheels. The bus is also known as a rear engine (RE) or front engine (FE) transit style school bus. Type D buses shall be equipped with DRW.

Multifunction School Activity Bus:

Multifunction School Activity Bus (MFSAB) is a school bus whose purposes do not include transporting students to and from home or school bus stops, as defined in *49 CFR 571.3*. This subcategory of school bus meets all FMVSS for school buses except the traffic control devices, color, use of cruise control, and seating requirements (see item 81.). All MFSAB buses shall be equipped with DRW.

2. **Alternative Fuel:** Any fuel other than gasoline or diesel, excluding battery or fuel cell power systems, but including CNG (Compressed Natural Gas), LNG (Liquefied Natural Gas), and LPG (Liquefied Petroleum Gas).
3. **Fuel Supply Container** (or “Fuel Cylinder”): A container or cylinder installed on a public school bus to supply fuel for the propulsion system of the vehicle.
4. **Fuel System:** The fuel supply container or cylinder, supply lines, and all ancillary fuel equipment.
5. **Non-Sequential Operations:** The system of red and amber signal lamps designed so that red lamps are activated whenever the passenger entrance doors open, regardless of whether the amber lamps have been activated.
6. **Gross Vehicle Weight:** The wet weight, plus body weight, plus driver’s weight of 150 lbs, plus weight of maximum seated pupil load based on not less than 120 lbs per pupil.
7. **Liquid Fuel:** Any fuel that is in a liquid state under normal ambient atmospheric conditions of temperature and pressure.

Acronyms

A list of acronyms and their definitions, used in this document:

1.	ABS	Anti-lock Braking System
2.	AMPS	Amperes
3.	ASME	American Society of Mechanical Engineers, §§ VIII, IX
4.	ASTM	American Society for Testing and Materials
5.	BOE	Virginia Board of Education
6.	BTU	British Thermal Unit
7.	“C”	Celsius
8.	CCA	Cold Cranking Amperes
9.	CFR	Code of Federal Regulations
10.	CFM	Cubic Feet per Minute
11.	CDL	Commercial Driver License
12.	CNG	Compressed Natural Gas
13.	dB	Decibel
14.	DOT	United States Department of Transportation
15.	DRL	Daytime Running Lights
16.	DRW	Duel Rear Wheels
17.	“F”	Fahrenheit
18.	FMCSR	Federal Motor Carrier Safety Regulations
19.	FMVSS	Federal Motor Vehicle Safety Standards
20.	“g”	Gravity-force
21.	GALS	Gallons
22.	GAWR	Gross Axle Weight Rating
23.	GRD	Ground
24.	GVW	Gross Vehicle Weight (wet weight, + body weight, + driver’s weight of 150 lbs, + weight of maximum seated pupil load based on not less than 120 lbs per pupil)

Acronyms (continued)

25.	GVWR	Gross Vehicle Weight Rating
26.	HP	Horse Power
27.	LBS	Pounds
28.	LNG	Liquefied Natural Gas
29.	LPG	Liquefied Petroleum Gas
30.	MFSAB	Multifunction School Activity Bus
31.	MPH	Miles per Hour
32.	National Specifications	National School Transportation Specifications and Procedures
33.	NFPA	National Fire Protection Association
34.	NSBY	National School Bus Yellow
35.	OEM	Original Equipment Manufacturer
36.	“P”	Passenger Endorsement on Commercial Driver License
37.	RPM	Revolutions per Minute
38.	“S”	School Bus Endorsement, Commercial and Regular Driver License
39.	SAE	Society of Automotive Engineers
40.	SBMTC	School Bus Manufacturers Technical Council
41.	Specifications	Virginia School Bus Specifications
42.	TRA	Tire and Rim Association, Inc., Standards
43.	UL	Underwriters Laboratories, Inc.
44.	VDOE	Virginia Department of Education
45.	VSP	Virginia State Police Department

SPECIFICATIONS FOR PUBLIC SCHOOL BUSES

Effective July 1, 2019

SPECIFICATIONS FOR THE PUBLIC SCHOOL BUS CHASSIS

1. Air Cleaner

- A. The engine intake air cleaner system shall be furnished and properly installed by the chassis manufacturer to meet the engine manufacturer's specifications.
- B. An air cleaner restriction indicator shall be furnished and installed by chassis manufacturer.

2. Alternator

- A. All public school buses shall be equipped with a heavy duty truck or bus type alternator having a minimum output rating of 130 amperes (amps) for Type A buses, and 200 amps for Types C and D buses. The alternator shall be capable of producing a minimum of 50 percent of its maximum rated output at the engine manufacturer's recommended idle speed.
- B. Buses equipped with electrically powered wheelchair lift, air conditioning or other accessories may be equipped with a device that monitors the electrical system voltage and advances the engine idle speed when the voltage drops to, or below, a pre-set level.
- C. Belt drive shall be capable of handling the rated capacity of the alternator with no detrimental effect on other driven components. Direct/gear-drive alternator is permissible in lieu of belt drive.

3. Axles

- A. The front and rear axles and suspension systems shall have a Gross Axle Weight Rating (GAWR) at ground commensurate with the respective front and rear weight loads that will be imposed by the bus.
- B. Rear axle shall be single speed, full-floating type.

4. Battery

- A. The storage batteries shall have minimum cold cranking capacity rating (cold cranking amps, or CCA) equal to the cranking current required for 30 seconds at 0 degrees (°) Fahrenheit (F) and a minimum reserve capacity rating of 120 minutes at 25 amps.

Higher capacities may be required, depending upon optional equipment and local environmental conditions.

- B. Batteries shall be mounted in a slide-out tray on the left side of the body in a compartment designed for batteries storage. When in the stored position, the tray shall be retained by a securing mechanism capable of holding the tray with batteries in position when subjected to a 5 gravity (g) load from any direction. The battery compartment door, if separate from the tray, shall be hinged at the front or top. It shall be secured by a positive operated latching system or other type fastener. The door may be an integral part of the battery slide tray. The door shall fit tightly to the body, and not presents sharp edges or snagging points. Battery cables shall meet Society of Automotive Engineers (SAE) requirements and shall be of sufficient length to allow the battery tray to fully extend.
- C. Type A public school bus batteries may be located in standard manufacturer's position.
- D. Buses may be equipped with a battery shut-off switch. The switch is to be placed in a location not readily accessible to the driver or passengers.

5. **Brakes**

- A. Four-wheel brakes, adequate at all times to control bus when fully loaded, shall be provided in accordance with FMVSS.
- B. The chassis brake system shall conform to the provisions of FMVSS 105 (*Hydraulic and Electric Brake Systems*), 106 (*Brake Hoses*), and 121 (*Air Brake Systems*) as applicable.
- C. Chassis shall be equipped with auxiliary brakes capable of holding vehicle on any grade on which it is operated under any conditions of loading on a surface free from snow or ice. Operating controls of such auxiliary brakes shall be independent of operating controls of service brakes.
- D. Public school buses having full compressed air systems shall be equipped with a minimum 13.2 cubic feet per minute (cfm) engine oil-fed air compressor.
 - 1. Air supply for air compressor shall be taken from the clean side of engine air cleaner system.
 - 2. A desiccant type air dryer with automatic purge and drain cycle and a heating element shall be installed on all air brake buses.
 - 3. Air brake systems shall include system for anti-compounding of the service and parking brakes.
- E. Public school buses using hydraulic brakes shall have power assist brakes. Hydraulic line pressure shall not exceed recommendation of chassis or brake manufacturer.
- F. All non-parking pawl transmissions shall incorporate a park brake interlock that requires the service brake to be applied to allow release of the parking brake.

6. Bumper, Front

- A. The front bumper on Types A2, C, and D public school buses shall be pressed steel channel, painted black at least three-sixteenths inches thick and not less than eight inches wide (high). It shall extend beyond the forward-most part of the body, grille, hood and fenders and shall extend to the outer edges of the fenders at the bumper's top line. Type A1 public school buses may be equipped with an Original Equipment Manufacturer (OEM) supplied front bumper. The front bumper shall be of sufficient strength to permit being pushed by another vehicle on a smooth surface with a five degree (8.7 percent) grade, without permanent distortion. The contact point on the front bumper is intended to be between the frame rails, with as wide a contact area as possible. If the front bumper is used for lifting, the contact points shall be under the bumper attachments to the frame rail brackets unless the manufacturer specifies different lifting points in the owner's manual. Contact and lifting pressures should be applied simultaneously at both lifting points.
- B. The front bumper shall be of sufficient strength to permit pushing a vehicle of equal gross vehicle weight (GVW) without permanent distortion to the bumper, chassis or body.
- C. The bumper shall be designed or reinforced so that it will not deform when the bus is lifted by a chain that is passed under the bumper (or through the bumper if holes are provided for this purpose) and attached to both tow hooks/eyes. For the purpose of meeting this specification, the bus shall be empty and positioned on a level, hard surface and both tow hooks/eyes shall share the load equally.

7. Clutch

- A. Torque capacity shall be equal to or greater than the engine torque output. Clutch facing shall be non-asbestos.
- B. A starter interlock shall be installed to prevent actuation of the starter if the clutch pedal is not depressed.

8. Color

- A. Chassis, including wheels, front bumper, rails and lettering shall be black. The balance of the bus shall be National School Bus Yellow (NSBY).
- B. Hood, cowl, and fenders shall be NSBY.
- C. All paint shall be lead-free.
- D. Exception: MFSAB buses shall not be painted NSBY (see item 81.).

9. Drive Shaft

- A. Drive shaft shall be protected by metal guard or guards to prevent it from whipping through floor or dropping to ground if broken.

10. Electrical System

- A. Battery (see item 4.).
- B. Alternator (see item 2.).
- C. Lights and signals (see item 21.).
- D. Wiring (see item 80.).
- E. Power terminal: Chassis manufacturer shall provide an electric power source terminal for bus body power connection. Wiring from the power source in wiring terminal shall have a current carrying capacity of 125 amps continuous (minimum four gauge wire). If the bus is to be equipped with Air Conditioning or Wheelchair Lift, current carrying capacity shall be increased to 150 amps continuous.
 - 1. This conductor shall be routed to cover the least distance practicable between points of termination. It should be of continuous size protected by fusible links, fuses, circuit breakers, or a resettable electronic circuit protection device, no more than 24 inches from the battery. The terminal shall be of the single post-type, minimum of one-fourth inch stud and located in an accessible location for service.
- F. Light terminal: The chassis manufacturer shall provide a wire terminal adjacent to or in the under dash area of the left side panel accessible to the body company for connection of rear brake lights, tail lights, turn signal lights, and back-up lights. A terminal strip consisting of individual terminals with each terminal properly identified shall be provided to meet this requirement.
- G. Fuses: All fuses shall be located in fuse block and properly identified for the circuit protected.
- H. Each chassis circuit shall be color-coded and a diagram of the circuits shall be included with the chassis.
- I. Wiring harness. All conductors from the alternator to the battery shall be continuous in length. The conductors shall be sized to provide at least a 25 percent greater current carrying capacity than the design output of the alternator (minimum four-gauge wire). The conductor between the alternator and the battery shall be routed in a manner that will provide the least distance between points of termination. A separate ground conductor from alternator to engine shall be provided (minimum four-gauge).

11. Electronic Road Speed Limiter

- A. An electronic road speed limiter shall be provided and set to limit road speed to 60 miles per hour (MPH) on all public school buses. Cruise control shall not be installed on public school buses painted NSBY.

12. Engine

- A. The engine shall be of the internal-combustion, four-stroke cycle type.
- B. Public school buses equipped with CNG, LPG gaseous or liquid injected, and other gaseous fuels engines shall be equipped with the valves, valve seats, and other necessary components hardened for the use with such fuels.

13. Exhaust System

- A. Exhaust pipe, muffler, after treatment system, and tail pipe shall be outside the bus body and attached to the chassis so that any other chassis component is not damaged.
- B. Size of tail pipe shall not be reduced after it leaves muffler.
- C. Exhaust system shall be properly insulated from fuel supply containers and fuel supply container connections by securely attached metal shield at any point where it is twelve inches or less from fuel supply container or fuel supply container connections/components.
- D. Muffler shall be corrosive resistant.
- E. The tail pipe and after treatment system shall be constructed of 16-gauge steel tubing of equal diameter.
- F. The tail pipe may be flush with, or shall not extend more than two inches beyond the bumper. The exhaust system shall be designed such that exhaust gas will not be trapped under the body of the bus.
- G. The tail pipe shall exit to the left of the emergency exit door in the rear of the vehicle, under or through the bumper.

14. Fenders, Front

- A. Total spread of outer edges of front fenders, measured at fender line, shall exceed total spread of front tires when front wheels are in straight-ahead position.
- B. Front fenders shall be properly braced and free from body attachments.

15. Fire Suppression Systems (Optional except for natural gas powered buses.)

- A. Natural gas-powered public school buses shall be equipped with an interior/exterior gas leak detection system and an automatic or manual fire suppression system in the engine compartment.
- B. All other public school buses may be equipped with a fire suppression system as an option.
- C. If equipped with a fire suppression system, it shall be located in the engine compartment.

- D. The fire suppression system nozzles shall be located in the engine compartment, under the bus, in the electrical panel or under the dash, but they shall not be located in the passenger compartment.
- E. The system shall be triggered by electronic activation through a control panel that provides an audible and visual alarm. The control panel shall be located within view and easy reach of the driver. The control panel shall supervise all suppression circuits. The fire suppressant chemical shall be Purple K (dry type), ABC (dry type) or FE-36 (liquid clean agent). A pressure gauge, light or monitor shall be mounted within the driver's compartment area to monitor the status of the charged chemical canister. If a light or monitor is utilized, a pressure gauge must still be provided at the charged chemical canister. The fire suppression system shall be capable of being activated whether the engine is running or not. The complete fire suppression system shall be warranted for a minimum of one year. The fire suppression manufacturer shall supply a written certification report that is specific to each application of installation. The fire suppression system shall not have a vehicle shut down system. A placard shall be placed in clear view of the driver that reads "IN CASE OF FIRE, STOP VEHICLE, SHUT OFF ENGINE", and any necessary instructions providing further driver directions.
- F. Option: Control panel may have a manual means of actuation accessible to the driver.

16. **Frame**

- A. Frame lengths shall be established in accordance with the design criteria for the complete vehicle.
- B. Making holes in top or bottom flanges or side units of the frame and welding to the frame shall not be permitted except as provided or accepted by the chassis manufacturer.
- C. Frames shall not be modified for the purpose of extending the wheel base.
- D. Any secondary manufacturer that modifies the original chassis frame shall provide a warranty at least equal to the warranty offered by the OEM, and shall certify that the modification and other parts or equipment affected by the modification shall be free from defects in material and workmanship under normal use and service intended by the OEM.

17. **Fuel Supply Container**

- A. Fuel supply container shall be rated for the appropriate passenger capacity of the vehicle, per manufacturer and FMVSS, but shall not be less than 25-gals for Type A public school buses and not less than 30-gals for Type C and D public school buses. The fuel supply container for alternative fuels shall be rated in the gasoline or diesel gallon equivalents. The fuel supply container shall be filled and vented to the outside of the body, and the fuel filler shall be placed on the right side in a location where accidental fuel spillage will not drop or drain on any part of the exhaust system. CNG and LPG cylinders shall have pressure relief device vented to the outside of the body and the fuel filler shall be placed on the right side in a location where access to filler port with high pressure fill connection can be made easily with filler hose.

- B. Fuel lines shall be mounted to the chassis frame in such a manner that the frame provides the maximum possible protection from damage.
- C. Fuel supply container may be mounted between the frame rails or outboard on the right side of the vehicle.
- D. The actual draw capacity of each fuel supply container shall be a minimum of 83 percent of the fuel supply container capacity. Alternative fuel capacity shall be equal to the gasoline or diesel equivalent.
- E. Exception: Type A public school buses that are specially equipped buses may allow for a left side fuel filler.
- F. The installation of alternative fuel supply containers and fuel systems shall comply with all applicable FMVSS, CFRs, all applicable fire codes, all applicable DOT requirements and applicable standards of the NFPA. All alternative fuel supply containers shall be securely mounted and protected to withstand a static force of eight times their weight from any direction. School bus manufacturers or installers of alternative fuel systems shall provide written certification that all applicable standards have been met. No parts of the fuel supply containers shall be mounted in the drivers or passengers compartment of the bus. No fuel supply container shall be mounted above or on top of the bus. Fuel supply containers and supply lines and fittings shall be steel and meet ASME codes.

18. Heating System, provision for

- A. The chassis engine shall have plugged openings for the purpose of supplying hot water for the bus heating system. The opening shall be suitable for attaching three-fourth inch pipe thread/hose connector. The engine shall be capable of supplying water having a temperature of at least 170° F at a flow rate of 50 pounds per minute at the return end of 30 feet of one-inch inside diameter automotive hot water heater hose (reference: School Bus Manufacturers Technical Council (SBMTC), Standard Code for Testing and Rating Automotive Bus Hot Water Heating and Ventilating Equipment).
- B. Type A public school buses shall use manufacturer's standard heating system.

19. Horn

- A. Each public school bus shall be equipped with a horn(s) of standard make with the horn(s) capable of producing a complex sound in bands of audio frequencies between 250 and 2,000 cycles per second, and tested in accordance with SAE J377 (*Horn – Forward Warning – Electric –Performance, Test, and Application*).

20. Instrument and Instrument Panel

- A. Chassis shall be equipped with the following instruments and gauges:
 - 1. Speedometer which will show speed.

2. Odometer which will show accrued mileage, including tenths of miles; tenths of miles can be accrued with trip odometer.
 3. Ammeter or voltmeter with graduated scale.
 4. Oil pressure gauge.
 5. Coolant temperature gauge.
 6. Fuel gauge.
 7. High beam headlamp indicator.
 8. Tachometer.
- B. All instruments or gauges shall be mounted on instrument panel in such manner that each is clearly visible to driver in normal seated position. Lights in lieu of gauges are not acceptable.
- C. Type A public school bus ammeter or voltmeter and its wiring shall be compatible with generating capacity. A tachometer is not required.

21. Lights and Signals

- A. Each chassis shall be equipped with not less than two headlights, beam controlled, and stop and tail lights, and two front turn signal lamps mounted on front fenders. Front turn signal lamps on Type D bodies shall be the same as the rear turn signals unless the turn signals are incorporated as a part of the headlight assemblies or otherwise incorporated into the front end design as approved by the VDOE.
- B. Lights shall be protected by fuse or circuit breakers.
- C. Self-canceling directional signal switch shall be installed by the chassis manufacturer. The directional signals shall activate only when ignition is in "ON" position.
- D. Daytime Running Lights (DRL) shall be required.
- E. Brake air pressure gauge (air brakes), brake indicator lamp (vacuum/hydraulic brakes), or brake indicator lamp (hydraulic/hydraulic) shall be required.
- F. Turn signal indicator shall be required.
- G. Engine pre-heater lamp is required, where appropriate.
- H. Instruments and controls shall be illuminated as required by FMVSS 101 (*Controls and Displays*).

22. Oil Filter

- A. An oil filter with a replaceable element shall be provided and connected by flexible oil lines if it is not a built-in or an engine-mounted design. The oil filter shall have a capacity in accordance with the engine manufacturer's recommendation.

23. Openings

- A. All openings in floorboard or firewall between chassis and passenger-carrying compartment, such as for gearshift lever and auxiliary brake lever, shall be sealed.

24. Passenger Load

- A. GVW shall not exceed maximum GVWR as established by manufacturer.
- B. Actual GVW shall not exceed the chassis manufacturer's GVWR for the chassis, nor shall the actual weight carried on any axle exceed the chassis manufacturer's Gross Axle Weight Rating (GAWR).

25. Retarder System (Optional)

- A. A retarder system, if used, shall limit the speed of a fully loaded school bus to 19.0 mph on a 7 percent grade for 3.6 miles.

26. Shock Absorbers

- A. All public school and MFSAB buses shall be equipped with front and rear double-acting shock absorbers compatible with manufacturer's rated axle capacity.

27. Springs and Suspension Systems

- A. Springs or suspension assemblies shall be of ample resiliency under all load conditions and of adequate strength to sustain loaded bus without evidence of overload.
- B. Springs or suspension assemblies shall be designed to carry their proportional share of GVW.
- C. Rear springs shall be of progressive, variable, parabolic or air ride type.
- D. Stationary eye of the front spring shall be protected by full wrapper leaf in addition to main leaf.
- E. The capacity of springs or suspension assemblies shall be commensurate with the chassis manufacturer's GVWR and chassis specification minimums.

28. Steering Gear

- A. Steering gear shall be approved by chassis manufacturer and designed to assure safe and accurate performance when vehicle is operated with maximum load and maximum speed.

- B. No changes shall be made in steering apparatus that are not approved by chassis manufacturer.
- C. There shall be clearance of at least two inches between steering wheel and cowl instrument panel, windshield, or any other surface.
- D. Power steering is required and shall be of the integral type with integral valves.
- E. The steering system shall be designed to provide a means for lubrication of all wear-points that are not permanently lubricated.

29. Tires and Rims

- A. Tire and rim sizes, shall be based upon current standards of The Tire and Rim Association, Inc. (TRA).
- B. Total weight imposed on any tire shall not be above the current standard of the TRA.
- C. DRW shall be provided on all public school buses.
- D. All tires on public school buses shall be of the same size and shall meet or exceed the load range rating of the TRA for required GAWR.
- E. Spare tire, if required, shall be suitably mounted in accessible location outside passenger compartment.

30. Towing Attachment Points

- A. Front and/or rear towing devices (i.e., tow hooks, tow eyes, or other designated towing attachment points) shall be furnished to assist in the retrieval of buses that are stuck and/or for towing buses when a wrecker with a “wheel lift” or an “axle lift” is not available or cannot be applied to the towed vehicle.
- B. Towing devices shall be attached to the chassis frame either by the chassis manufacturer or in accordance with the chassis manufacturer’s specifications.
- C. Each towing device shall have a strength rating of 13,500 pounds each for a combined rating of 27,000 pounds with the force applied in the rearward direction, parallel to the ground, and parallel to the longitudinal axis of the chassis frame rail.
- D. The towing devices shall be mounted such that they do not project forward of the front bumper or rearward of the rear bumper.
- E. Type A public school buses are exempt from this requirement for front tow hooks or eyes due to built-in crush zones. Tow eyes or hooks shall be furnished and attached so they do not project beyond the front bumper.

31. Transmission

- A. Mechanical type transmission shall be synchromesh except first and reverse gears. Its design shall provide not less than five forward and one reverse speeds; fifth gear shall be direct.
- B. Automatic transmissions are permissible when equipped with a parking pawl or approved parking brake system.
- C. Automatic transmissions incorporating a parking pawl shall have a transmission shifter interlock controlled by the application of the service brake to prohibit accidental engagement of the transmission. All non-parking pawl transmissions shall incorporate a park brake interlock that requires the service brake to be applied to allow release of the parking brake (see item 5.F.).

32. Turning Radius

- A. Chassis with a wheel base of 264 inches or less shall have a right and left turning radius of not more than 42.5 feet, curb to curb measurement.
- B. Chassis with a wheel base over 264 inches shall have a right and left turning radius of not more than 44.5 feet, curb to curb measurement.

33. Weight Distribution

- A. Shall be established by chassis manufacturer's engineering department.

34. Wheels

- A. Disc wheels are required.

SPECIFICATIONS FOR THE PUBLIC SCHOOL BUS BODY**35. Aisle**

- A. Minimum clearance of all aisles, including aisle (or passageway between seats) leading to emergency door shall be 12 inches. Aisles shall be unobstructed at all times.

36. Back-up Alarm

- A. An automatic audible alarm shall be installed behind the rear axle and shall comply with the published SAE J994b (*Backup Alarm Standards*) providing a minimum of 112 decibels (dB), or shall have a variable volume feature that allows the alarm to vary from 87 dB to 112 dB sound level, staying at least 5 dB above the ambient noise level.

37. Bumper, Rear

- A. Rear bumper shall be of pressed steel channel at least three sixteenth of an inch by 9.5 inches.
- B. It shall be wrapped around back corners of bus. It shall extend forward at least 12 inches, measured from rear-most point of body at floor line.
- C. Bumper shall be attached to chassis frame in such manner that it may be easily removed, shall be so braced as to develop full strength of bumper section from rear or side impact, and shall be so attached as to prevent hitching of rides.
- D. Rear bumper shall extend beyond rear-most part of body surface at least one inch, measured at floor line.
- E. Exception: Type A public school buses - Rear bumper shall be standard type furnished by chassis manufacturer as part of chassis on conversions. Body manufacturer will furnish bumper on cutaway chassis.

38. Child Check System

- A. All public school buses shall be equipped with an electronic audible and visual warning device that requires driver deactivation after the driver walks to the rear of the bus checking for children.

39. Color

- A. The public school bus body including hood, cowl, external speakers and fenders shall be painted uniform color NSBY. Prior to the application of the finish coats to the bus body, hood and cowl, external speakers and fenders, all surfaces shall be cleaned of grease, foreign matter, excessive body caulking, sealing material and treated as per paint manufacturer's recommendation for proper adhesion.
- B. Grill shall be NSBY, silver, or gray, if painted; otherwise it shall be chrome or anodized aluminum.
- C. Rear bumper, body trim, and rub rails shall be painted black. Must meet color requirements specific to bus (see item 8.).
- D. The roof of the public school bus may be painted white extending down to the drip rails on the sides of the body except that front and rear roof caps shall remain NSBY.
- E. All paint shall be lead-free.
- F. Paint shall be applied for a total dry thickness of at least 1.8 mils over all painted surfaces.
- G. Exception: The public MFSAB bus shall not be painted NSBY. Bumpers, body trim and rub rails may be painted a different color other than black (see item 81.).

- H. Retro-reflective tape material shall be Type V or better, as determined by the ASTM D4956-90 (*Standard Specifications for Reflective Sheeting for Traffic Control*).
1. The rear of the public school bus body shall be marked with strips of retro-reflective NSBY material to outline the perimeter of the back of the bus using material which conforms to the requirements of FMVSS 131 (*School Bus Pedestrian Safety Devices, Table 1*). The perimeter marking of rear emergency exits per FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*), and/or the use of retro reflective “SCHOOL BUS” signs partially accomplishes the objective of this requirement. To complete the perimeter marking of the back of the bus, strips of retro-reflective NSBY material a minimum of one inch and a maximum of two inches in width, shall be applied horizontally above the rear windows and above the rear bumper, extending from the rear emergency exit perimeter, marking outward to the left and right rear corners of the bus. Vertical strips shall be applied at the corners connecting these horizontal strips.
 2. “SCHOOL BUS” signs shall be marked with retro reflective NSBY material comprising background for lettering of the front and/or rear “SCHOOL BUS” signs.
 3. Sides of the public school bus body shall be marked with a minimum of one inch and a maximum of two inches in width retro reflective NSBY material, extending the length of the bus body and located vertically between the floor line and the beltline.
- I. The back of all mirrors shall be non-gloss black.

40. Communication and Camera Systems (Optional)

- A. Communication Systems.
1. The radio mounting shall be in the driver’s compartment in a safe, secure location, so as not to interfere with normal bus operation.
 2. Mounting shall be permanent. Temporary mountings will not be acceptable.
 3. Wiring shall be protected by a proper fuse or circuit breaker and permanently connected to an accessory circuit shut off by ignition switch. Plug-in type connections are not acceptable.
 4. Antenna shall be permanently mounted so as not to interfere with driver’s vision of roadway. Antenna lead-in cable shall be permanently secured with the proper clamps, grommets, and sealant. Antenna cable may not pass through window opening.

B. Public Address System.

1. For use by driver, the system shall contain an inside speaker and/or an external speaker that is of special use when driver needs to caution pupils about surrounding dangers at school bus stops. Inside speakers shall be recessed type.

C. AM/FM Radio, CD Player.

1. Shall be properly mounted by the body manufacturer or local shop personnel.
2. All wiring shall be properly connected and concealed and any speakers shall be of recessed type.
3. No internal speakers, other than the driver's communication systems, may be installed within 4 feet of the driver's seat back in its rearmost upright position.

D. Interior Camera Systems.

1. The recording equipment shall be installed in an area at the front of the bus.
2. The equipment shall be mounted outside the federal head impact zone, FMVSS 222 (*School Bus Passenger Seating and Crash Protection*).
3. The equipment shall be located in an area not likely to cause student injury.
4. The equipment shall have no sharp edges or projections.

E. Exterior Camera System Monitors.

1. Exterior view camera systems may be installed to view areas of restricted visibility outside of the public school bus and shall meet the following criteria:
 - a. Shall not be mounted where it blocks the driver view in any direction.
 - b. Shall only activate when the bus is in reverse for a rear camera or when the bus is in park or has the turn signals activated for side cameras.
 - c. Shall be automatically controlled without requiring driver action.
 - d. The exterior camera system monitor may be incorporated as part of the interior rear view mirror and shall not interfere with the normal use of the mirror.

F. Stop Arm Video Monitoring Systems.

1. Stop Arm video monitoring systems on public school buses shall include the minimum system requirements established by the *Code of Virginia*.

- a. The system shall produce live digital and recorded video of vehicles being operated in violation of the *Code of Virginia*.
- b. The system shall produce a recorded image of the license plate
- c. The system shall record the activation status of at least one warning device (activation of either and/or the red traffic warning lights and the side stop sign) mounted on the public school bus and the time, date, and location of the vehicle when the image is recorded.
- d. The system shall not obscure the lettering on the side of the bus.
- e. The system shall not impede or block any emergency exits.
- f. Wiring shall not be mounted on the outside of the public school bus and shall not be mounted inside the driver/passenger area.
- g. All roof and side mounting locations shall be sealed to ensure no leaks.
- h. The system shall have separate wiring from any emergency lights, alarms, etc.
- i. All exterior camera housings shall be painted NSBY.
- j. The system shall operate automatically and not require driver activation.
- k. Vendor/Manufacturer shall provide documentation to the locality that the system is properly mounted and camera(s) are capturing clear video identifying a moving vehicle.
- l. Vendor/Manufacturer shall warranty the complete system for at least 12 months after the school division accepts documentation of mounting.
- m. Exterior camera(s) shall be designed to eliminate movement due to vandalism and rough roads.

41. Construction, Types C and D Public School Buses

- A. Construction of public school bus body shall meet all requirements of FMVSS 220 (*School Bus Rollover Protection*), 49 CFR § 571.220, FMVSS 221 (*School Bus Joint Strength*), 49 CFR § 571.221, and all other applicable federal standards.
- B. Construction shall be of prime commercial quality steel, or other material with strength at least equivalent to all steel as certified by bus body manufacturer. All such construction materials shall be fire resistant.
- C. Construction shall provide a reasonable dust proof and watertight unit.

- D. Bus Body: The roof bows, body posts, strainers, stringers, floor, inner and outer linings, rub rails and other reinforcements shall be of sufficient strength to support entire weight of fully loaded vehicle on its top or side if overturned. Bus body as unit shall be designed and built to provide impact and penetration resistance.
- E. Side Posts and Roof Bows: There shall be a body side post and roof bow fore and aft of each window opening. This may be a continuous bow or two separate pieces effectively joined.
- F. Floor: Shall be of prime commercial quality steel of at least 14-gauge or other metal or other material at least equal in strength to 14-gauge steel. Floor shall be level from front to back and from side to side except in wheel housing, toe board, and driver's seat platform areas. When plywood is used, it shall be of one-half inch exterior B.B. Grade or equivalent and securely fastened to the existing steel floor.
- G. Roof Strainers: Two or more roof strainers or longitudinal members shall be provided to connect roof bows, to reinforce flattest portion of roof skin, and to space roof bows. These strainers may be installed between roof bows or applied externally. They shall extend from windshield header and, when combined with rear emergency doorpost, are to function as longitudinal members extending from windshield header to rear floor body cross member. At all points of contact between strainers or longitudinal members and other structural material, attachment shall be made by means of welding, riveting or bolting.
- H. Floor Sills: There shall be one main body sill at each side post and two intermediate body sills on approximately ten inch centers. All sills shall be of equal height, not to exceed three inches. All sills shall extend width of body floor except where structural members or features restrict area. Main body sill shall be equivalent to or heavier than 10-gauge and each intermediate body sill shall be equivalent to or heavier than 16-gauge, or each of all sills shall be equivalent to or greater than 14-gauge. All sills shall be permanently attached to floor. Connections between sides and floor system shall be capable of distributing loads from vertical posts to all floor sills.
- I. All openings between chassis and passenger-carrying compartment made due to alterations by body manufacturers shall be sealed (see item 61.).
- J. A cover shall be provided for the opening to the fuel supply container fill pipe.
- K. A moisture and rustproof removable panel shall be provided in the floor for access to the fuel supply container sender gauge. It shall be designed for prolonged use and adequate fastening to the floor.

42. Construction, Type A Public School Bus

- A. Construction of public school bus body shall meet all requirements of FMVSS 220 (*School Bus Rollover Protection*), 49 CFR § 571.220, and all other applicable federal standards.

- B. Body joints created by body manufacturer shall meet the 60 percent joint strength provision required in FMVSS 221 (*School Bus Body Joint Strength*), 49 CFR § 571.221, for Types C and D public school buses.
- C. Construction shall be of prime commercial quality steel or other material with strength at least equivalent to all steel as certified by bus body manufacturer. All such construction materials shall be fire resistant.
- D. Construction shall provide reasonably dustproof and watertight unit.
- E. Bus Body: The roof bows, body posts, strainers, stringers, floor, inner and outer linings, rub rails and other reinforcements shall be of sufficient strength to support entire weight of fully loaded vehicle on its top or side if overturned. Bus body as unit shall be designed and built to provide impact and penetration resistance.
- F. Floor: Plywood of one-half inch exterior B.B. Grade or equivalent shall be applied over the existing steel floor and securely fastened. Floor shall be level from front to back and from side to side except in wheel housing, toe board, and driver seat platform areas.
- G. Roof strainers: Two or more roof strainers or longitudinal members shall be provided to connect roof bows to reinforce flattest portion of roof skin, and to space roof bows. These strainers may be installed between roof bows or applied externally. They shall extend from windshield header to rear body header over the emergency door. At all points of contact between strainers of longitudinal members and other structural material, attachment shall be made by means of welding, riveting, or bolting.
 - 1. After load as called for in Static Load Test Code has been removed, none of the following defects shall be evident:
 - a. Failure or separation at joints where strainers are fastened to roof bows.
 - b. Appreciable difference in deflection between adjacent strainers and roof bows.
 - c. Twisting, buckling, or deformation of strainer cross-section.
- H. Area between floor and window line shall be restructured inside to include at least four vertical formed reinforcement members extending from floor to window line rail. They shall be securely attached at both ends.
- I. Rear Corner Reinforcements: Rear corner framing of the bus body between floor and window sill and between emergency door post and last side post shall consist of at least one structural member applied horizontally to provide additional impact and penetration resistance equal to that provided by frame members in areas of sides of body. Such member shall be securely attached at each end.
- J. All openings between chassis and passenger-carrying compartment made due to alterations by body manufacturers shall be sealed (see item 61.).

43. Defrosters

- A. Defrosting and defogging equipment shall direct a sufficient flow of heated air onto the windshield, the window to the left of the driver and the glass in the viewing area directly to the right of the driver to eliminate frost, fog and snow. (Exception: The requirements of this standard do not apply to the exterior surfaces of double pane storm windows.)
- B. The defrosting system shall conform to SAE J381 (*Windshield Defrosting Systems Test Procedure and Performance Requirements – Trucks, Buses, and Multipurpose Vehicles*).
- C. The defroster and defogging system shall be capable of furnishing heated, outside ambient air, except that the part of the system furnishing additional air to the windshield, entrance door and step well may be the recirculating air type.
- D. Types C and D public school buses shall have two auxiliary fans. Auxiliary fans are not required on Type A public school buses.

44. Doors

- A. Service door shall be under the driver's control, and designed to afford easy release and to provide a positive latching device, on manual operating doors, to prevent accidental opening.
 - 1. When a hand lever is used, no parts shall come together that will shear or crush fingers. Manual door controls shall not require more than 25 lbs of force to operate. Power-operated door controls are allowed (see item 44.A.8.).
 - 2. The door shall be located on the right side of bus, opposite driver and the driver's direct view.
 - 3. Service door shall have minimum horizontal opening of 24 inches and minimum vertical opening of 68 inches.
 - 4. The door shall be of split-type, outward opening type.
 - 5. All door glass shall be approved safety glass. Bottom of each lower glass panel shall not be more than ten inches from the top surface of the bottom step. Top of each upper glass panel when viewed from the interior shall not be more than three inches below the interior door control cover or header pad.
 - 6. Vertical closing edges shall be equipped with flexible material to protect children's fingers.
 - 7. The door opening shall be equipped with padding at the top of each door. Padding shall be at least three inches wide and one inch thick and extend the full width of the door opening.
 - 8. For power-operated service doors, an emergency release valve, switch or device to release the service door shall be placed above, or to the immediate left or right

of the door, and shall be clearly labeled in a color to contrast with the background of the label. The emergency release valve, switch or device shall work in the absence of power.

B. Rear Emergency Door Types C and D Public School Buses.

1. Emergency door shall be located in center of rear end of bus.
2. Rear emergency door shall have minimum horizontal opening of 24 inches and minimum vertical opening of 45 inches measured from floor level.
3. Rear emergency door shall be hinged on right side and shall open outward and be equipped with an adequate strap or stop to prevent door from striking lamps or right rear of body. Such strap or stop shall allow door to open at least at a 90-degree angle from closed position.
4. Exception: Type D (RE) public school buses - Emergency door shall be located on the left side, shall be hinged on the front side and open outward. Door shall meet all requirements of FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*), 49 CFR § 571.217.
5. The upper portion of the emergency door shall be equipped with approved safety glazing, the exposed area of which shall be at least 400 square inches. The lower portion of the rear emergency door shall be equipped with a minimum of 350 square inches of approved safety glazing. This glass shall be protected by a metal guard on the inside. This guard shall be free of any sharp edges that may cause injury to passengers.
6. There shall be no steps leading to emergency door.
7. When not fully latched, emergency door shall actuate signal audible to driver by means of mechanism actuated by latch.
8. Words "EMERGENCY DOOR," both inside and outside in black letters two inches high, painted or vinyl, shall be in compliance with FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*).
9. The emergency door shall be designed to open from inside and outside bus. It shall be equipped with a slide bar and cam-operated lock located on left side of door and fastened to the door framing. The slide bar shall be approximately 1.25 inches wide and three-eighth inch thick and shall have a minimum stroke of 1.25 inches. The slide bar shall have a bearing surface of a minimum of three-quarter inch with the door lock in a closed position. Control from driver's seat shall not be permitted. Provision for opening from outside shall consist of non-detachable device so designed as to prevent hitching to, but to permit opening when necessary. Door lock shall be equipped with interior handle and guard that extend approximately to center of door. It shall lift up to release lock.

10. All doors shall be equipped with padding at the top edge of each door opening. Pad shall be at least three inches wide and one inch thick and extend the full width of the door opening.
11. There shall be no obstruction higher than one quarter-inch across the bottom of any emergency door opening. Fasteners used within the emergency exit opening shall be free of sharp edges or burrs.

C. Rear Emergency Door, Type A Public School Buses.

1. Emergency door shall be located in center of rear end of bus and shall be equipped with fastening device for opening from inside and outside body, which may be quickly released but is designed to offer protection against accidental release. Control from driver's seat shall not be permitted. Provision for opening from outside shall consist of device designed to prevent hitching to but to permit opening when necessary.
2. No seat or other object shall be placed in the bus which restricts passageway to emergency door to less than 12 inches.
3. The lower portion of the rear emergency door shall be equipped with a minimum of 350 square inches of approved safety glazing.

D. Security Locking System.

1. A locking system to lock the emergency door(s) or roof hatch exits and the entrance door may be installed.
2. The system shall meet requirements of FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*) and be equipped with an interlock in the chassis starting circuit and an audible alarm to indicate when an emergency exit is locked while the ignition switch is in the "ON" position.
3. A cutoff switch on the interlock circuit or any exit equipped with a lock and hasp shall not be allowed.
4. The service door lock system shall not permit hooking or snagging during passenger egress/ingress.

45. Emergency Equipment

A. Fire Extinguisher.

1. Each public school bus shall be equipped with one dry-chemical fire extinguisher of at least five-pound capacity with pressure indicator, mounted in extinguisher manufacturer's bracket of automotive type, and located in full view and in an accessible place in the front of the bus.

2. The fire extinguisher shall bear label of Underwriters Laboratories, Inc. (UL), showing a rating of 2-A:10-BC, or greater.
3. The fire extinguisher shall have aluminum, brass, or steel: valves; heads; check stems; siphon tubes; levers; safety pins; chain; handles; and metal hanging bracket (plastic shall not be used for these parts).

B. First Aid Kit.

1. Each public school bus shall have a removable, Grade A metal, first aid kit, unit-type, mounted in full view and in an accessible place in the front of the bus and identified as a first aid kit.

2. The first aid kit shall contain the following items:

	<u>Unit</u>
a. Bandage compress (sterile gauze pads) 4-inch	3
b. Bandage compress (sterile gauze pads) 2-inch	2
c. Adhesive absorbent bandage (non-adhering pad) 1 x 3-inch	2
d. Triangular bandage, 40-inch	2
e. Gauze bandage, 4-inch	2
f. Absorbent-gauze compress	1
g. Antiseptic applicator (swab type) 10 per unit (Zephiran Chloride/Green Soap type)	2
h. Bee sting applicator (swab type) 10 per unit	1
i. Pair medical non-latex examination gloves	1
j. Mouth-to-mouth airway	1

C. Body Fluid Clean-up Kit.

1. Each public school bus shall have a removable, Grade A metal or rigid plastic kit, mounted in an accessible place and identified as a body fluid clean-up kit with a directions for use sheet attached to the inside cover.

2. The body fluid clean-up kit shall be moisture proof and properly mounted or secured in a storage compartment. Contents shall include, but not be limited to, the following items:

	<u>Unit</u>
a. Non-latex gloves	1 pair
b. Pick-up spatula or scoop	1
c. Face mask	1
d. Infectious liquid spill control powder	1 bag
e. Anti-microbial hand wipes – individually wrapped	2
f. Germicidal disinfectant wipe – tuberculocidal	1
g. Plastic disposal bag with tie	1

D. Seat Belt Cutter.

1. Each public school bus shall be equipped with a durable webbing cutter having a full width handgrip and a protected, replaceable or non-corrodible blade. The required belt cutter shall be mounted in a location accessible to the seated driver in an easily detachable manner.

E. Warning Devices.

1. Each public school bus shall be equipped with a kit containing three reflectorized triangular warning devices meeting requirements of FMVSS 125 (*Warning Devices*), 49 CFR § 571.125.
2. The warning devices kit shall be securely mounted.

46. Emergency Exits

- A. Each emergency exit shall comply with FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*), 49 CFR § 571.217, regarding the number of exits, types of exits and location of exits based on the capacity of the vehicle.

1. Side Emergency Exit Doors.

- a. A dedicated aisle of at least 12 inches in width, referenced to the rear of the emergency exit door is required.
- b. Side emergency exit doors shall be hinged on the forward edge.
- c. When not fully latched, side emergency exit door shall actuate a signal audible to the driver by means of a mechanism actuated by the latch when the ignition switch is on.

- d. A security locking system designed to prevent vandalism may be installed (see item 44.D.).

2. Roof Exits/Vents.

- a. All public school buses shall be equipped with a minimum of one emergency roof exit/vent.
- b. When not fully latched, this exit shall actuate a signal audible to the driver by means of a mechanism actuated by the latch when the ignition switch is on.
- c. A roof exit/vent security locking system designed to prevent vandalism may be installed (see item 44.D.).
- d. Roof exits/vents shall have rustproof hardware.
- e. Roof exits/vents shall be hinged in the front and be equipped with an outside release handle.

3. Emergency Exit Windows.

- a. Push-out emergency windows are permissible, if required by FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*), 49 CFR § 571.217.
- b. When not fully latched, the emergency exit window shall actuate a signal audible to the driver by means of a mechanism actuated by the latch.
- c. No emergency exit window shall be located directly in front of a side emergency exit door.
- d. Type D (RE) public school bus emergency window shall have a lifting assistance device that will aid in lifting and holding the rear emergency window open.

47. Floor Covering

- A. Floor in under seat area, including tops of wheel housings, driver's compartment and toe board shall be covered with fire-resistant rubber floor covering or an approved equivalent, having minimum overall thickness of .125 inch. Driver's compartment and toe board area shall be trimmed with molding strips behind the cowl face line.
- B. Floor covering in aisle shall be of aisle-type fire resistant rubber or an approved equivalent, nonskid, wear-resistant and ribbed. Minimum overall thickness shall be .1875 inch measured from tops of ribs and have a calculated burn rate of 0.1 or less, using the test methods, procedures and formulas listed in FMVSS 302 (*Flammability of Interior Materials*). Rubber floor covering shall meet federal specifications ZZ-M71d.

- C. Floor covering shall be permanently bonded to floor, and shall not crack when subjected to sudden changes in temperature. Bonding or adhesive material shall be waterproof and shall be of the type recommended by manufacturer of floor-covering material. All seams shall be sealed with waterproof sealer.
- D. All floor covering seams shall be covered with trim and fastened with screws.
- E. Types C and D public school buses shall have a flush-mounted, screw-down plate that is secured and sealed to provide access to the fuel supply container sending unit and/or fuel pump. This plate shall not be installed under flooring material.

48. Handrails

- A. A minimum of one handrail shall be installed. The handrail(s) shall assist passengers during entry or exit, and shall be designed to prevent entanglement, as evidenced by the passing of the National Highway Traffic Safety Administration (NHTSA) string and nut test.

49. Heating Systems

- A. Hot water heaters of fresh air or combination fresh air and recirculating type, with power defrosters, are required.
- B. Heaters shall bear nameplate rating affixed by heater manufacturer on top of heater shell.
- C. Heaters shall be capable of maintaining inside temperature of 50° F, with an outside temperature of 20° F when the bus is loaded to one-half capacity (SAE test procedure J2233).
- D. The heater wiring shall be connected to the cold side of the ignition switch through a continuous duty solenoid relay.
- E. The power defroster shall deliver a sufficient amount of heated air distributed through a windshield duct, nozzle or nozzles to defog and de-ice the entire windshield, and to defog the driver's window. The duct, nozzle, or nozzles shall be designed to prevent objects from being placed in any manner that would obstruct the flow of air.
- F. Types C and D public school buses shall have water circulation cut-off valves in the supply and return lines, a minimum of three-quarter inch diameter (except Type A public school buses) and shall be located at or near the engine. A water flow-regulating valve in the pressure line for convenient operation by the driver is also required. All valves shall be one-quarter turn ball type. The driver and passenger heaters may operate independently of each other for maximum comfort.
- G. Heater hoses, including those in engine compartment, shall be supported in such manner that hose chafing against other objects will not occur nor shall suspended water lines interfere with routine vehicle maintenance.
- H. All water hoses in driver or passenger area shall be shielded.

- I. An auxiliary heater of recirculating type, having a minimum capacity of 60,000 BTU output, shall be installed aft of rear wheel housing. There shall be a grille or guard over exposed heater cores to prevent damage by pupils' feet.
- J. Exception: Types A and D public school buses.
 - 1. Front heater with high output and defroster shall be furnished by the chassis manufacturer.
 - 2. The body manufacturer shall provide an additional under seat heater near the rear of the bus.

50. **Passenger Compartment Air Conditioning (Optional)**

- A. The following specifications are applicable to all types of public school and public MFSAB buses that may be equipped with air conditioning.
 - 1. A standard performance air conditioning system should cool the interior of the bus from 100° to 80° F, measured at three points (minimum) located four feet above the floor on the longitudinal centerline of the bus. The three required points shall be: (1) three feet above the center point of the horizontal driver seat surface, (2) at the longitudinal midpoint of the body, and (3) three feet forward of the rear emergency door or, for Type D (RE) public school buses, three feet forward of the end of the aisle. Note for Type A public school buses, placement of the rear thermocouple should be centered in the bus over the rear axle. The independent temperature reading of each temperature probe inside the bus shall be within a range of +/- 3° F of the average temperature at the conclusion of the test.
 - 2. A high performance air conditioning system should cool the interior of the bus from 100° F to 70° F, measured at three points (minimum) located four feet above the floor on the longitudinal centerline of the bus. The three required points shall be: (1) three feet above the center point of the horizontal driver seat surface, (2) at the longitudinal midpoint of the body, and (3) three feet forward of the emergency door or, for Type D (RE) buses, three feet forward of the end of the aisle. The independent temperature reading of each temperature probe inside the bus shall be within a range of +/- 3° F of the average temperature at the conclusion of the test. The test conditions under which the above performance standards must be achieved shall consist of (1) placing the bus in a room (such as a paint booth) where ambient temperature can be maintained at 100° F; (2) heat-soaking the bus at 100° F at a point measured 2 feet horizontally from the top of the windows on both sides of the bus, with windows open for two hours; and (3) closing windows, turning on the air conditioner with the engine running at 1,250 +/- 50 RPM, and cooling the interior of the bus to 80° F (standard performance) or 70° F (high performance), within 30 minutes, while maintaining 100° F outside temperature. The manufacturer shall provide facilities for the user or user's representative to confirm that a pilot model of each bus design meets the above performance requirements.

3. Other Requirements.

- a. Evaporator cases, lines and ducting (as equipped) shall be designed in such a manner that all condensation is effectively drained to the exterior of the bus below the floor level under all conditions of vehicle movement and without leakage on any interior portion of the bus.
- b. Evaporators and ducting systems shall be designed and installed to be free of projections or sharp edges. Ductwork shall be installed so that exposed edges face the front of the bus and do not present sharp edges.
- c. On school buses equipped with Type-2 seatbelts having anchorages above the windows, the ducting (if used) shall be placed at a height sufficient to not obstruct occupant securement anchorages. This clearance shall be provided along the entire length (except at evaporator locations) of the passenger area on both sides of the bus interior.
- d. The body may be equipped with additional insulation, including sidewalls, back walls, roof, firewall, inside body bows, and plywood or composite floor insulation to reduce thermal transfer.
- e. All glass (windshield, service and emergency doors, side and rear windows) may be equipped with maximum integral tinting allowed by the *Code of Virginia* for the respective locations, except that windows rear of the driver's compartment, if tinted, shall have approximately 28 percent light transmission.
- f. Electrical generating capacity shall be provided to accommodate the additional electrical demands imposed by the air conditioning system.
- g. Air intake for any evaporator assembly(ies), except for front evaporator of Type A1 public school buses, shall be equipped with replaceable air filter(s) accessible without disassembly of evaporator case.
- h. In all public school buses (except Type D (RE) buses) equipped with a rear evaporator assembly, the evaporator shall not encroach upon head impact zone, but may occupy an area of less than 26.5 inches from the rear wall and 14 inches from the ceiling.
- i. For Type D (RE) public school buses equipped with a rear evaporator over the davenport, the evaporator assembly shall not interfere with rear exit window and may not extend above the rear seating row.

51. **Hinges**

- A. All exterior metal door hinges shall be designed to allow lubrication to be channeled to the center 75 percent of each hinge loop without disassembly, unless they are constructed of stainless steel, brass or non-metallic hinge pins or other designs that prevent corrosion.

52. Identification of Public School Buses

- A. All lettering shall be of black paint or vinyl decal and conform to “Series B” for Standard Alphabets for Highway Signs. The words “SCHOOL BUS” shall be on reflective yellow background (see Diagrams 1 and 2, pages 62-63). For purposes of identification, public school buses shall be lettered as follows:
1. Both the front and rear of the body shall bear the words, “SCHOOL BUS” in black letters eight inches in height.
 2. The bus number shall be placed just back of the front warning sign on the left side, just behind the entrance door on the right side and be four inches high. The number is required on the left side of the front bumper (driver’s side). The number shall be placed on the rear body of the bus and shall be four inches high.
 3. (Name of) County Public Schools or (Name of) City Public Schools shall be placed on each side of the public school bus body at the beltline and be four inches high.
 4. Type of Fuel: Identification of fuel type shall be in two inch lettering adjacent to the fuel filler opening.
 5. A sign with black letters on clear or NSBY background, indicating the type of alternative fuel being used, may be placed on the side of the bus near the entrance door. No sign shall be more than 4.75 inches long or more than 3.25 inches high.
 6. Options: The following lettering and signs are options, but if equipped, they shall conform to these specifications:
 - a. The bus number shall be placed in the center of the public school bus roof with black (twelve inches minimum) numbers.
 - b. The bus number (four inches minimum) shall be placed on the inside rear header with black paint or vinyl decals. It shall not interfere with the Emergency Door letterings.
 - c. Battery: The location of the battery identified by the word “Battery” or “Batteries” on the battery compartment door in two inch lettering.
 - d. Traffic Warning Lights Sign: Shall be placed in between the top and bottom glass on the rear emergency door, and lettered “STOP WHEN RED LIGHTS FLASH.” The sign shall be marked with retro-reflective NSBY material comprising background for black letters, four inches in height. On Type D (RE) buses, the sign shall be placed in the center of the engine door. Exception: The sign shall not be mounted on any public MFSAB bus.
 - e. Stop for Railroad Crossing Sign: The sign shall be placed on the rear of the public school bus.

- f. Identification Sign for Students: A sign with symbols and/or numbers displaying identification information for the students of the bus or route served shall be mounted on the right side of the bus near the entrance door. The sign shall be no larger than 121 square inches.
 - g. American Flag Decals: Non-reflective, American Flag decals, no larger than six inches by ten inches shall be placed on the exterior of the bus, on both sides and/or at the rear of Types C and D public school buses. The decals shall be centered between the top two rub rails and mounted so that the right edge of the decal is no closer than three inches from the bus number or so that the left edge of the decal is no further than twelve inches from the bus number. A rear decal shall be centered in the rear of the bus. Type A public school buses shall mount the American Flag decals below the second rub rail and centered below the bus number on both sides.
 - h. Bus Safety Hotline Sign: A sign with yellow lettering on black background may be mounted in the center of the rear bumper with the letters "School Bus Safety Hotline Call (area) xxx-xxxx." The sign is not to exceed 3.25 inches high x ten inches wide.
7. Only manufacturer or dealer's identification, logos, signs or other items approved by the VDOE may be displayed.

53. Inside Height

- A. Inside body height shall be 72 inches or more, measured metal to metal, at any point on longitudinal center line from front vertical bow to rear vertical bow.
- B. Type A1 public school buses inside body height shall be 62 inches minimum. Does not apply to air conditioning equipment.

54. Insulation

- A. Ceilings and walls shall be coated with proper materials to deaden sounds and to reduce vibrations to a minimum. Thermal insulation (minimum R-value of 5.5) shall be used to insulate walls and roof between inner and outer panels.

55. Interior

- A. Interior of public school bus shall be free of all unnecessary projections likely to cause injury. This standard requires inner lining on ceilings and walls. Ceiling panels shall be constructed so as to contain lapped joints with all exposed edges hemmed to minimize sharpness. If lateral panels are used, forward panels shall be lapped by rear panels.

56. License Plates

- A. All public school buses shall be constructed so that mounting and securing of license plates will be compliant with FMVSS and the *Code of Virginia* § 46.2-716.

57. Lights and Signals

- A. No lights or signals other than specified here shall be installed on public school buses, except those required by federal regulations. All lights and reflectors shall be approved by the Superintendent of the VSP.
1. Clearance Lights: Body shall be equipped with two red clearance lamps at rear, two amber clearance lamps at front, and intermediate side marker lamps on buses 30 feet or more in length controlled by headlight switch. They may be of armour type.
 2. Identification Lamps: Three amber lamps shall be mounted on front and three red lamps on rear of body controlled by the headlight switch.
 3. Stop and Tail Lamps: Public school buses shall be equipped with two matched stop and tail lamps of heavy duty type, which shall be in combination, emitting red light plainly visible from a distance of at least 500 feet to rear, and mounted on rear end with their centers not less than 12 nor more than 24 inches from plane side of body, and not less than six or more than 18 inches below D-glass in rear of body. They shall be approximately seven inches in diameter or, if a shape other than round, a minimum 38 square inches of illuminated area and shall meet SAE specifications. These lights shall be on the same horizontal line with the turn signal units and shall not flash.
 4. Back-up Lamps: The public school bus body shall be equipped with two white rear back-up lamps that are at least four inches in diameter or, if a shape other than round, a minimum of twelve square inches of illuminated area and shall meet FMVSS 108 (*Lamps, Reflective Devices, and Associated Equipment*). If back-up lamps are placed on the same horizontal line as the brake lamps and turn signal lamps, they shall be to the inside.
 5. Interior Lamps: Interior lamps shall be provided which adequately illuminate aisles and step well.
 6. Turn Signal Units: Public school buses shall be equipped with Class A, flashing turn signal units of heavy-duty type. These signals shall be independent units equipped with amber lenses on all faces. The turn signals/directional signal units shall activate only when ignition is in "ON" position. A pilot light(s) shall indicate when these lights are activated. The front lights shall be mounted near the front corners of chassis on each side. The rear lights shall be seven inches in diameter, or if a shape other than round, the lights must be 38 square inches in area and mounted not less than six nor more than 18 inches from plane of the side of the body and not less than six nor more than 18 inches below D-glass in rear of body. They shall be on the same horizontal line with the stop and tail lights required item 3 above.
 - a. In addition to the turn signals described above, two amber lenses metal turn signal lamps of armour-type with a minimum of four candlepower each shall be mounted on the body side at approximate seat level height

and located just to the rear of the entrance door on the right side of the body and approximately the same location on the left side. They are to be connected to and function with the regular turn signal lamps. Such lamps shall provide 180 degrees angle vision and if painted, they shall be black.

- b. Type A public school bus: Turn signals shall be chassis manufacturer's standard.
7. Hazard Warning Signal: The turn signal units shall also function as the hazard warning system. The system shall operate independently of the ignition switch and, when energized, shall cause all turn signal lamps to flash simultaneously.
 8. Reflex Reflectors: (Class A) Two amber lights and two amber reflectors (they may be combined) shall be mounted, one on each side, near the front of the chassis. Two 3-inch red reflectors shall be mounted; one on each side near the rear of the body and two 3-inch red reflectors shall be mounted on the rear above the bumper. Two intermediate amber three-inch reflectors, one on each side near the middle of the bus, shall be mounted on buses 30 feet or more in length. They shall be mounted in accordance with FMVSS 108 (*Lamps, Reflective Devices, and Associated Equipment*).
 9. School Bus Traffic Warning Lights: Public school buses shall be equipped with four red lights and four amber lights. One amber light shall be located near each red light, at the same level, but closer to the vertical centerline of the bus. All lights shall comply with SAE standards for school bus warning lamps.
 - a. A non-sequential system for the traffic warning lights shall be installed that allow the red traffic warning lights to activate when the door opens. When doors close all lights shall immediately deactivate.
 - b. The traffic warning light system shall be wired so that the amber lights are activated manually by a hand operated switch. There shall be a momentary Amber Light Cancel Switch to deactivate the amber warning lights if the driver has determined a stop is not needed and the door does not need to be opened. When the door is opened, amber lights will automatically deactivate and red traffic warning lights, warning sign with flashing lights and crossing control arm shall be activated. When the door is closed, red traffic warning lights, warning sign with flashing lights and traffic crossing control arm shall be deactivated.
 - c. Warning Light Cancel Switch for Railroads: There shall be a momentary warning light cancel switch labeled "R/R Cancel" that when depressed and released deactivates the red traffic warning lights, crossing arm and stop arm for one entrance door cycle. The Warning Light Cancel Switch for Railroads shall be mounted on the accessory console, orange in color, clearly distinguishable, visible and accessible to the driver. The driver need not depress or reactivate any switch in any way for the continued operation of the non-sequential system.

- d. There shall also be a separate Master Warning Light Control Switch that would allow for deactivation of this feature during maintenance operation. The master light control circuit shall be connected to the cold side or switched side of the ignition switch and mounted on the accessory console, clearly labeled, distinguishable, red in color, or be black in color with a red bezel ring. This switch shall be located on the switch panel at the furthest point away from other light controls and door operations switches.
- e. The flasher and the relay shall be fastened in a compartment in the driver area and be easily accessible for servicing. The location of the flasher shall be approved by the VDOE.
- f. System shall contain an amber pilot light for amber lamps and a red pilot light for red lamps, clearly visible to the driver, to indicate when system is activated.
- g. A black border 1.25 to 3 inches wide shall be painted around the warning lights and must be equipped with a black painted hooded housing.
- h. All electrical connections shall be soldered or connected by an acceptable SAE method.
- i. All switches and pilot lights shall be properly identified by labels.
- j. There shall be an interrupt feature in the system to interrupt the traffic warning sign and the crossing control arm when their use is not desired. This feature shall consist of a double throw relay and a momentary switch.
- k. Amber Start Switch, Amber Cancel Switch, Warning Light Cancel Switch for Railroads "R/R Cancel," Traffic Warning Sign/Crossing Control arm, Master Warning Light Control Switch and Interrupt Switch shall be momentary switches.
- l. There shall be no controls and/or switches located in the steering wheel for operation of any system except controls and/or switches of the horn or optional cruise control. All controls and/or switches shall be labeled according to their function and shall meet the standards of FMVSS 101 (*Controls and Displays*).
- m. Additional front, rear, and side-mounting warning lights for school divisions approved for participation in the BOE approved pilot program. Additional warning lights may be mounted on the front hood, bottom rear of the school bus above the bumper, and front sides of the school bus above the entrance door and the driver's window. Lights shall work in conjunction with the standard warning light system and shall meet FMVSS and SAE standards or must be of a type approved by the VSP. Contact the VDOE for approved mounting locations and lighting systems.

- n. Fog lights (optional) shall be mounted by the manufacturer, meet FMVSS requirements and comply with the *Code of Virginia*.
10. School Bus Traffic Warning Sign: Public school buses shall be equipped with a traffic warning sign conforming to FMVSS 131 (*School Bus Pedestrian Safety Devices*).
 - a. Warning sign shall be mounted on the left side near the front of the bus immediately below the window line.
 - b. Sign shall be of the octagon series, 18 inches in diameter, and be equipped with wind guard. The sign shall have a red background with a one-half inch white border, and the word “STOP” on both sides in white letters, six inches high and one inch wide. The sign shall be reflective.
 - c. Sign shall have double-faced alternately flashing red lights, four inches in diameter, located at the top and bottom most portions of the sign, one above the other.
 - d. The sign shall be connected and energized through the red traffic warning lamps.
 - e. Air operated signs require air pressure regulator in addition to control valve. Source of supply shall be the main air tank with a pressure protection valve at the tank.
 - f. Sign and components shall comply with all provisions of SAEJ 1133.
 - g. A second school bus traffic warning sign on the left side near the rear of the bus, may be mounted on all 65, or larger sized passenger Types C and D public school buses.
 11. School Bus Crossing Control Arm: Public school buses shall be equipped with a crossing control arm mounted on the right side of the front bumper.
 - a. When opened, the arm shall extend in a line parallel to the body side and aligned with the right front wheel.
 - b. Appropriate grommets or a loom shall be used where wires or tubes go through holes in bumper and firewall.
 - c. All components of the crossing control arm and all connections shall be weatherproofed.
 - d. The crossing control arm shall incorporate system connectors (electrical, vacuum or air) at the gate and shall be easily removable to allow for towing of the bus. Source of supply for air-operated arms shall be the main air supply tank with pressure protection valve at tank.

- e. The crossing control arm shall be constructed of nonferrous material.
- f. There shall be no sharp edges or projections that could cause injury or be a hazard to students. The end of the arm shall be rounded.
- g. The crossing control arm shall extend a minimum of 70 inches (measured from the bumper at the arm assembly attachment point) when in the extended position. The crossing control arm shall not extend past the end of the bumper when in the stowed position.
- h. The crossing control arm shall extend simultaneously with the traffic warning sign(s) and shall be connected and energized through the traffic warning lamps.
- i. The assembly shall include a device attached to the bumper near the end of the arm to automatically retain the arm while in the stowed position. That device shall not interfere with normal operations of the crossing control arm.

12. Strobe Warning Light.

- a. Each public school bus shall be equipped with a white flashing strobe light.
- b. The strobe light shall have self-contained power supply.
- c. The strobe light base shall be Lexan™ (or approved equal) or other polycarbonate or corrosion resistant metallic material. The lamp shall have a single clear lens emitting light 360 ° around its vertical axis, meeting the requirements of SAE J845. Unit shall be sealed to protect against intrusion of dust and moisture. All external fasteners including mounting screws shall be stainless steel. Unit shall have mounting gasket to isolate the light assembly from vibration.
- d. The overall height of the unit shall be approximately four inches to six inches, with lens diameter approximately four inches to six inches. Mounting location is to be centered (laterally) on roof of bus, approximately 48 inches (longitudinally) from rear edge of rear roof cap and shall meet SAE J845 specifications.
- e. The body circuitry shall include a separate, clearly labeled driver's panel mounted switch, with a clearly labeled pilot light.

58. Metal Treatment

- A. All metal parts that will be painted shall be chemically cleaned, etched, zinc-phosphate-coated, and zinc-chromate or epoxy-primed or conditioned by equivalent process.

59. Mirrors

- A. Types C and D public school bus interior rear-view mirrors shall be at least 6 x 30 inches, metal encased safety glass with a minimum thickness of .125 inch, which will afford good view of pupils and roadway to rear and shall be installed in such a way that vibration will be reduced to a minimum. It shall have rounded corners and protected edges.
- B. Type A public school bus interior rear-view mirror shall be 6 x 16 inches.
- C. All public school buses shall have a mirror system that conforms to FMVSS 111 (*Rearview Mirrors*), 49 CFR § 271.111 as amended.
- D. Thermostatically controlled heated exterior mirrors are permissible.
- E. Motorized exterior mirrors may be used.

60. Mounting

- A. Chassis frame shall extend to rear edge of rear body cross member. Bus body shall be attached to chassis frame in such manner as to prevent shifting or separation of body from chassis under severe operating conditions.
- B. Body front shall be attached and sealed to chassis cowl in such manner as to prevent entry of water, dust, and fumes through joint between chassis cowl and body.
- C. Insulating material shall be placed at all contact points between body and chassis frame on Types A, C, and D public school buses. Insulating material shall be approximately .125 inch thick and shall be so attached to chassis frame or body member that it will not move under severe operating conditions.

61. Openings

- A. Any openings in body or front fenders of chassis resulting from change necessary to furnish required components shall be sealed (see items 23., 41.I., and 42.J.).

62. Overall Length

- A. Overall length of public school bus shall not exceed 40 feet when measured from bumper to bumper.

63. Overall Width

- A. Overall width of public school bus shall not exceed 100 inches, including traffic-warning sign in closed position. Outside rearview mirrors are excluded.

64. Rub Rails

- A. There shall be one rub rail located on each side of the public school bus at seat cushion level which extends from the rear side of the entrance door completely around the bus body (except the emergency door or any maintenance access door) to the point of curvature near the outside cowl on the left side, or to the front corner of the bus body.
- B. There shall be one additional rub rail located on each side at, or no more than ten inches above, the floor line. The rub rail shall cover the same longitudinal area as the upper rub rail, except at the wheel housings, and it shall extend only to the radii of the right and left rear corners.
- C. Both rub rails shall be attached at each body post and at all other upright structural members.
- D. Each rub rail shall be four inches or more in width in their finished form, shall be constructed of 16-gauge steel or suitable material of equivalent strength and shall be constructed in corrugated or ribbed fashion.
- E. Both rub rails shall be applied outside the body or outside body posts. (Pressed-in or snap-on rub rails do not satisfy this requirement.) For Type A1 public school buses using the body provided by the chassis manufacturer or for types A2, C, and D public school buses using the rear engine compartment, rub rails need not extend around the rear corners.
- F. There shall be a rub rail or equivalent bracing located horizontally at the bottom edge of the body side skirts.

65. Seat Belt for Driver

- A. A locking retractor Type 2-lap belt/shoulder harness seat belt shall be provided for the driver. Each belt section shall be booted so as to keep the buckle and button-type latch off the floor and within easy reach of the driver. Belt shall be anchored in such a manner or guided at the seat frame so as to prevent the driver from sliding sideways from under the belt. The driver's seat belt shall be high visible orange in color on all public school buses.

66. Seating

- A. Passenger Seating.
 - 1. Public school bus design capacities shall be in accordance with *49 CFR, Part 571.3, Definitions*, and FMVSS 222 (*School Bus Passenger Seating and Crash Protection*).
 - 2. All seats shall have a minimum cushion depth of 15 inches, a seat back height of 24 inches above the seating reference point, and must comply with all other requirements of FMVSS 222.

3. All restraining barriers and passenger seats shall be constructed with materials that enable them to meet the criteria of the School Bus Seat Upholstery Fire Block Test and comply with FMVSS 302 (*Flammability of Interior Materials*), 49 CFR Part 571.302.
4. Each seat leg shall be secured to the floor by bolts, washers and nuts in order to meet the performance requirements of FMVSS 222. Flange-head nuts may be used in lieu of nuts and washers. All seat frames attached to the seat rail shall be fastened with two or more bolts, washers and nuts, or with flange-head nuts. Seats may be track-mounted in conformance with FMVSS 222.
5. If track seating is installed, the manufacturer shall supply minimum and maximum seat spacing dimensions (applicable to the bus) which conform to FMVSS 222. This information shall be on a label permanently affixed to the bus.
6. Seating plans for public schools buses with wheelchair positions: (see item 92.A.). All public school bus seating shall be of a three-to-three arrangement with the exception of the last row seat to the left of any rear emergency door. This seat shall meet the standards set forth in FMVSS 222 for last row seating and ingress and egress of standards of FMVSS 217 for emergency door and aisle clearance at that position. There shall be provided a full width barrier in front of each seating position. Type D (RE) public school buses shall be exempt from the last row requirements. Type A public school buses with a capacity of 16 passengers or less may have two-to-two seating arrangement with 30 inch seats.
7. All public school buses shall be equipped with restraining barriers which conform to FMVSS 222.
8. A flip-up seat may be installed at any side emergency door. If provided, the flip-up seat shall conform to FMVSS 222 and aisle clearance requirements of FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*). The flip-up seat shall be free of sharp projections on the underside of the seat bottom. The underside of the flip-up seat bottoms shall be padded or contoured to reduce the possibility of clothing being snagged. Flip-up seats shall be constructed to prevent passenger limbs from becoming entrapped between the seat back and the seat cushion when the seat is in the upright position. The seat cushion shall be designed to rise to a vertical position automatically when it is not occupied.
9. Lap belts shall not be installed on passenger seats in large school buses (over 10,000 pounds GVWR) except in conjunction with child safety restraint systems that comply with the requirements of FMVSS 213 (*Child Restraint Systems*).

B. Pre-School Age Seating.

1. Passenger seats designed to accommodate a child or infant carrier seat shall comply with FMVSS 225 (*Child Restraint Anchorage Systems*). These seats shall be in compliance with NHTSA's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses" (see item 66.A.9.).

C. Driver Seat.

1. The driver's seat supplied by the body manufacturer shall be a high back seat. The seat back shall be adjustable to 15 degrees minimum, without requiring the use of tools. The seat shall be equipped with a head restraint to accommodate a 5th percentile female to a 95th percentile adult male, as defined in FMVSS 208 (*Occupant Crash Protection*).
2. Minimum distance between steering wheel and backrest of driver's seat shall be 11 inches.
3. Type A public school buses may utilize the standard driver's seat provided by the chassis manufacturer.

67. Barrier

- A. A padded barrier shall be installed at rear of driver's seat in such a position as not to interfere with adjustment of driver's seat.
- B. A padded barrier shall be installed at rear of entrance step well. Barrier to coincide with length of the right front seat cushion with minimum width of 26 inches and shall have a modesty panel to extend from bottom of barrier to floor.
- C. All restraining barriers and passenger seats shall be constructed with materials that enable them to meet the criteria of the School Bus Seat Upholstery Fire Block Test. Padding and veering shall comply with provisions of FMVSS 302 (*Flammability of Interior Materials*), 49 CFR Part 571.302.

68. Steps

- A. First step at the entrance door shall be not less than 10 inches and not more than 16 inches from the ground, based on standard chassis specifications.
- B. Entrance door may be equipped with a two- or three-step step well. Risers in each case shall be approximately equal.
- C. Steps shall be enclosed to prevent accumulation of ice and snow.
- D. Steps shall not protrude beyond side bodyline.
- E. Grab handle not less than 20 inches in length shall be provided in unobstructed location inside doorway, but shall not be attached so that it will interfere with the opening of the glove compartment door. This handle shall be designed to eliminate exposed ends that would catch passenger clothing and shall be so placed in a position to aid small children entering the bus.
- F. Step covering: All steps, including the floor line platform area, shall be covered with an elastomer floor covering having a minimum overall thickness of 0.187 inch.

1. The step covering shall be permanently bonded to a durable backing material that is resistant to corrosion.
 2. Steps, including the floor line platform area, shall have a 1.5 inch nosing that contrasts in color by at least 70 percent measured in accordance with the contrasting color specification in *36 CFR, Part 1192, ADA, (Accessibility Guidelines for Transportation Vehicles)*.
 3. Step treads shall have the following characteristics:
 - a. Abrasion resistance: Step tread material weight loss shall not exceed 0.40 percent, as tested under ASTM D-4060, *Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser*, (CS-17 Wheel, 1,000 gram, 1,000 cycle).
 - b. Weathering resistance: Step treads shall not break, crack, or check after ozone exposure (7 days at 50 phm at 40° C) and Weatherometer exposure (ASTEM D-750, Standard Test method for Rubber Deterioration in Carbon-Arc Weathering Apparatus, 7 days).
 - c. Flame resistance: Step treads shall have a calculated burn rate of .01 or less using the test methods, procedures and formulas listed in FMVSS No. 302 (*Flammability of Interior Materials*).
- G. There shall be a “No Smoking” sign placed on the top step riser of the entrance step well. The letters shall be red in color with a white background and a length of 9.5 inches and lettering height of 1.125 inches.

69. Stirrup Steps

- A. If the windshield and lamps are not easily accessible from the ground, there may be at least one folding stirrup step or recessed foothold installed on each side of the front of the body for easy accessibility for cleaning. There also may be a grab handle installed in conjunction with the step. Steps are permitted in or on the front bumper in lieu of the stirrup steps if the windshield and lamps are easily accessible for cleaning from that position.

70. Storage and Luggage Compartments

- A. Public school buses may be equipped with luggage compartments or tool compartments in the body skirt provided they do not reduce ground clearance to less than 14.5 inches from bottom of compartment and that the addition of the compartments does not exceed the vehicles' GVWR.
- B. Optional: A driver's storage compartment may be above the driver's area and must not impede ingress and egress. It shall not violate any FMVSS standard or the *Code of Virginia*.

71. Sun Shield

- A. Interior adjustable transparent sun shield, darkest shade available, not less than 6 x 30 inches shall be installed in position convenient for use by driver.
- B. Exception: Type A public school buses – Manufacturer’s standard is acceptable.

72. Trash Container and Hold Device (Optional)

- A. The trash container shall be secured by a holding device that is designed to prevent movement and to allow easy removal and replacement. It shall be soft, pliable, and installed in an accessible location in the driver’s compartment, not obstructing passenger access to the entrance door.

73. Undercoating

- A. Entire underside of public school bus body, including floor sections, cross members, and below floor line side panels, shall be coated with rust-proofing compound for which compound manufacturer has issued notarized certification of compliance to bus body building that compounds meet or exceed all performance requirements of SAE J1959.
- B. Undercoating compound shall be applied with suitable airless or conventional spray equipment to the undercoating manufacturer recommended film thickness and shall show no evidence of voids in cured film. Undercoating is expected to prevent rust under all bus service conditions for minimum of five years.
- C. The undercoating material shall not cover any exhaust components of the chassis.

74. Ventilation

- A. Body shall be equipped with suitable, controlled ventilating system of sufficient capacity to maintain proper quantity of air under operating conditions without opening of windows except in extremely warm weather.
- B. Static-type, non-closable, exhaust roof ventilators shall be installed in low-pressure area of roof panel.
- C. Auxiliary fans shall meet the following requirements:
 - 1. Types C and D public school buses shall be equipped with two fans. Type A public school buses may be equipped with auxiliary fans but is not required. Fans for left and right sides of the windshield shall be placed in a location where they can be adjusted for maximum effectiveness and where they do not obstruct vision to any mirror.
 - 2. Fans shall have a six-inch (nominal) diameter and be enclosed in a protective cage.
 - 3. Each fan shall be controlled by a separate switch.

75. Water Test

- A. Each and every public school bus body, after it is mounted on chassis ready for delivery, shall be subjected to a thorough water test in which water under pressure equal to a driving rain is forced against the entire bus body from various directions. Any leaks detected are to be repaired before the bus is declared ready for delivery.

76. Wheel Housings

- A. Wheel housings shall be of full open type.
- B. Wheel housings shall be designed to support seat and passenger loads and shall be attached to floor sheets in such manner as to prevent any dust or water from entering the body. Wheel housings shall be constructed of 16-gauge (or thicker) steel.
- C. Inside height of wheel housings above floor line shall not exceed 12 inches.
- D. No part of a raised wheel housing shall extend into the emergency door opening.
- E. Wheel housings shall provide clearance for dual wheels as established by National Association of Chain Manufacturers. Mounting of housings in the wheel area must be free of protruding screws and bolts.

77. Windshield and Windows

- A. All glass in windshield, windows, and doors shall be of approved safety glass, mounted so that permanent mark is visible, and of sufficient quality to prevent distortion of view in any direction. Windshield shall be AS1 and all other glass shall be AS2.
- B. Plastic glazing material of a thickness comparable to AS2 glass, meeting ANSI Standard Z 26.1 and FMVSS 205 (*Glazing Materials*), 49 CFR § 571.205, may be used in side windows behind the driver's compartment.
- C. Windshield shall have horizontal shade band consistent with SAE J-100 and *Code of Virginia*.
- D. Each full side window shall provide unobstructed emergency opening at least nine inches high and 22 inches wide, obtained either by lowering of window or by use of knock-out type split-sash windows.
- E. Approved tinted glass or plastic glazing material may be used consistent with the *Code of Virginia*.
- F. Windshield shall comply with all federal and state regulations.

78. Windshield Washers

- A. Windshield washers meeting federal requirements shall be provided and shall be controlled by a switch accessible to the driver. Reservoir shall be mounted outside passenger compartment.

79. Windshield Wipers

- A. Bus shall be equipped with variable-speed windshield wipers of air or electric-type powered by a motor or motors of sufficient power to operate wipers.
- B. Blades and arms shall be of such size that minimum blade length will be 12 inches with longer blades being used whenever possible.
- C. The wipers shall meet the requirements of FMVSS 104 (*Windshield Wiping and Washing Systems*).

80. Wiring

- A. All wiring shall conform to current standards of SAE.
- B. Circuits
 - 1. Wiring shall be arranged in at least 12 regular circuits as follows:
 - a. Head, tail, stop (brake) and instrument panel lamps.
 - b. Clearance lamps.
 - c. Dome and step well lamps.
 - d. Starter motor.
 - e. Ignition.
 - f. Turn-signal units.
 - g. Alternately flashing red signal lamps.
 - h. Horns.
 - i. Heater and defroster.
 - j. Emergency door buzzer.
 - k. Auxiliary fans.
 - l. Booster pump (Type A bus exempt).

2. Any of the above combination circuits may be subdivided into additional independent circuits.
 3. Whenever possible, all other electrical functions (such as electric-type windshield wipers) shall be provided with independent and properly protected circuits.
 4. Each body circuit shall be color coded or numbered and a diagram of the circuits shall be attached to the body in a readily accessible location.
- C. A circuit breaker shall be provided for each circuit except starter motor and ignition circuits.
 - D. A continuous duty solenoid relay operated by the ignition switch, for Circuits i, j, k, and l.
 - E. All wires within the public school bus body shall be insulated and protected by covering of fibrous loom (or equivalent) that will protect them from external damage and minimize dangers from short circuits. Whenever wires pass through a body member, additional protection in a form of appropriate type of insert shall be provided.
 - F. All light circuits shall be such as to provide, as nearly as possible, bulb design voltage at light bulb terminals.
 - G. Buses using multiplexed electrical systems may meet the intent of the Specifications without the use of specified equipment, subject to the approval of the VDOE.
 - H. There shall be a manual noise suppression switch installed in the control panel. The switch shall be labeled and alternately colored. This switch shall be an on/off type that deactivates body equipment that produces noise, including, at least, the AM/FM radio, CD player, heaters, air conditioners, fans, and defrosters. This switch shall not deactivate safety systems, such as windshield wipers or lighting systems.

SPECIFICATIONS FOR THE PUBLIC SCHOOL MFSAB

81. Public School MFSAB Bus

- A. Public school MFSAB buses shall meet all FMVSS requirements for public school buses except as noted in this section (see items 81.B. through 81.G.).
- B. Variations from the Specifications, in the form of additional equipment or changes in style of equipment, without prior approval from the VDOE, are prohibited.
- C. Identification.
 1. The public school MFSAB bus body shall be identified “Activity Bus”, lettered eight inches in height in the front and rear of the vehicle.

2. The name of the school division or individual school shall be lettered in at least four inches height in the beltline area.
3. All lettering and numbering shall be painted or be vinyl decals of a contrasting color of the body and conform to FMVSS, the Specifications, and all reflectivity standards.
4. No manufacturer or vendor logos, signs or other items not approved in the Specifications shall be displayed.

D. Color.

1. The public school MFSAB bus shall not be painted NSBY. The local school division may determine the color of the body of the bus and the color scheme may utilize up to two colors. This combination may be in addition to a white painted roof. It is recommended that light colors be used for the body color to enhance visibility by other vehicles. Markings shall be contrasted against selected colors for ease of identification during periods of reduced visibility other than darkness. NOTE: The NSBY color shall not be used as a part of any color scheme.

E. Lights and Warning Devices.

1. All public school MFSAB buses shall meet all state and FMVSS public school bus lighting and warning device requirements with the following exceptions:
 - a. Public school MFSAB buses shall not be equipped with the eight lamp, traffic warning light system.
 - b. Public school MFSAB buses shall not be equipped with any flashing lighted stop arm or crossing control arm.

F. Seats.

1. Other types of seats and increased spacing, which meet all regulations of FMVSS 222 (*School Bus Passenger Seating and Crash Protection*) and 302 (*Flammability of Interior Materials*) may be used in lieu of regular public school bus seats.

G. Cruise Control.

1. May only be installed on public school MFSAB buses and operated in accordance with regulation speeds.
2. Shall not be installed on yellow school buses.

SPECIFICATIONS FOR THE PUBLIC SCHOOL
WHEELCHAIR LIFT BUS

82. General Requirements

- A. Public school buses or school vehicles designed for transporting children with special transportation needs shall comply with Virginia standards applicable to school buses and FMVSS as applicable to their GVWR category.
- B. Any public school bus used for the transportation of children who are confined to a wheelchair or other restraining devices that prohibit use of the regular entrance, shall be equipped with a power lift, unless a ramp is needed for unusual circumstances.
- C. Lift shall be located on the right side of the body, in no way attached to the exterior sides of the bus but confined within the perimeter of the school bus body when not extended.

83. Aisles

- A. All aisles leading to the emergency door from wheelchair area shall be a minimum of 30 inches in width. A wheelchair securement position shall never be located directly in front of (blocking) a power lift door location.

84. Communications

- A. Special education public school buses shall be equipped with a two-way communication system (see item 40.A.).

85. Fastening Devices

- A. Unless otherwise specified below, fastening devices shall conform to FMVSS 222 (*School Bus Passenger Seating and Crash Protection*), 49 CFR § 571.222, as amended.
 - 1. Wheelchair fastening devices shall be provided and attached to the floor or walls or both to enable securement of wheelchairs in the public school bus. The devices shall be of the type that requires human intervention to unlatch or disengage. The fastening devices shall be designed to withstand forces up to 3,000 lbs per tie-down leg or clamping mechanism or 12,000 lbs total for each wheelchair.
 - 2. Additional fastening devices may be needed to assist the student due to the many different configurations of chairs and exceptionalities.

86. Heaters

- A. An additional heater shall be installed in the rear portion of the bus behind wheel wells as required in Item 48 I, except a 50,000 minimum BTU heater may be used in bodies originally designed for 31-66 passenger capacity and 30,000 minimum BTU heaters may be used in bodies of 30 passengers or less. Hose to rear heater, when under body shall be encased in metal tube.

87. Identification

- A. Public school buses with wheelchair lifts used for transporting children with physical disabilities shall display universal handicapped symbols located on the front and rear of the bus below the window line. Such emblems shall be white on blue, shall be a minimum of nine inches and a maximum of 12 inches in size, and shall be of a high-intensity retro reflective material meeting the requirements of Federal Highway Administration (FHWA) FP-85, *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects*. They shall be placed so as not to cover lettering, lamps or glass.

88. Passenger Capacity Rating

- A. In determining the passenger capacity of a public school bus for purposes other than actual passenger load (e.g., school bus classification or various billing/reimbursement models), any location in a school bus intended for securement of a wheelchair during bus operation shall be regarded as four designated seating positions, and each lift area shall count as four designated seating positions.

89. Wheelchair Lift

- A. The wheelchair lift shall be located on the right side of the bus body. Exception: The lift may be located on the left side of the bus if the bus is only used to deliver students to the left side of one-way streets.
1. All specially equipped public school buses shall provide a level-change mechanism or boarding device (e.g., lift), complying with paragraph B or C of this section, with sufficient clearances to permit a wheelchair user to reach a securement location.
- B. Vehicle Lift and Installation.
1. General: School bus lifts and installations shall comply with the requirements set forth in FMVSS 403 (*Platform Lift Systems for Motor Vehicles*), and FMVSS 404 (*Platform Lift Installations in Motor Vehicles*).
 2. Design Loads: The design load of the lift shall be at least 800 pounds. Working parts, such as cables, pulleys and shafts, which can be expected to wear, and upon which the lift depends for support of the load, shall have a safety factor of at least six, based on the ultimate strength of the material. Non-working parts, such as platform, frame and attachment hardware that would not be expected to wear, shall have a safety factor of at least three, based on the ultimate strength of the material.
 3. Lift Capacity: The lifting mechanism and platform shall be capable of operating effectively with a wheelchair and occupant mass of at least 800 pounds.
 4. Controls: (see *49 CFR 571.403, S6.7, Control systems*).

5. Emergency Operations: (see *49 CFR 571.403, S6.9, Backup operation*).
6. Power or Equipment Failures: (see *49 CFR 571.403, S6.2.2, Maximum platform velocity*).
7. Platform Barriers: (see *49 CFR 571.403, S6.4.7, Wheelchair retention*).
8. Platform Surface: (see *49 CFR 571.403, S6.4.2, S6.4.3, Platform requirements*).
9. Platform Gaps and Entrance Ramps: (see *49 CFR 571.403, S6.4.4, Gaps, transitions and openings*).
10. Platform Deflection: (see *49 CFR 571.403, S6.4.5, Platform deflection*).
11. Platform Movement: (see *49 CFR 571.403, S6.2.3, Maximum platform acceleration*).
12. Boarding Direction: The lift shall permit both inboard and outboard facing of wheelchair and mobility aid users.
13. Use by Standees: Lifts shall accommodate students who are using walkers, crutches, canes or braces, or who otherwise have difficulty using steps. The platform may be marked to indicate a preferred standing position.
14. Handrails: (see *49 CFR 571.403, S6.4.9, Handrails*).
15. Circuit Breaker: A resettable circuit breaker shall be installed between the power source and the lift motor if electrical power is used. It shall be located as close to the power source as possible, but not within the passenger/driver compartment.
16. Excessive Pressure: (see *49 CFR 571.403, S6.8, Jacking prevention*).
17. Documentation: The following information shall be provided with each school bus equipped with a lift:
 - a. A phone number where information can be obtained about installation, repair and parts (detailed written instructions and parts list shall be available upon request).
 - b. Detailed instructions regarding use of the lift shall be readily visible when the lift door is open, including a diagram showing the proper placement and positions of wheelchair/mobility aids on the lift.
18. Training Materials: The lift manufacturer shall make training materials available to ensure the proper use and maintenance of the lift. These may include instructional videos, classroom curriculum, system test results or other related materials.

19. Identification and Certification: Each lift shall be permanently and legibly marked or shall incorporate a non-removable label or tag that states it conforms to all applicable requirements of the current National Specifications. In addition and upon request of the original titled purchaser, the lift manufacturer or an authorized representative shall provide a notarized Certificate of Conformance, either original or photocopied, which states that the lift system meets all the applicable requirements of the current National Specifications.

90. Regular Service Entrance

- A. Type D public school buses shall have three step risers of equal height in the stepwell.
- B. An additional foldout step may be provided which will provide for the step level to be no more than six inches from the ground level.
- C. Three step risers in Type C public school buses are optional.

91. Restraining Devices

- A. Seat frames may be equipped with attachments or devices to which restraining harnesses or other devices may be attached. Attachment framework or anchorage devices, if installed, shall conform to FMVSS 210 (*Seat Belt Assembly Anchorages*), 49 CFR § 571.210, and FMVSS No. 213 (*Child Restraint Systems*).

92. Seating Arrangements

- A. Flexibility in seat arrangements to accommodate special devices shall be permitted due to the constant changing of passenger requirements. All seating shall meet the requirements of FMVSS 222 (*School Bus Passenger Seating and Crash Protection*).
- B. There shall be a padded barrier forward of any standard seating position and between lift-gate and first seat to rear of lift-gate. A wheelchair position immediately forward of lift-gate shall have a barrier between lift and wheelchair (see item 67.).

93. Special Light

- A. Lights shall be placed inside the bus to sufficiently illuminate lift area and shall be activated from door area. An outside light to be activated when lift door is open and deactivated when lift door is closed is permissible.

94. Special Service Entrance

- A. Bus bodies may have a special service entrance constructed in the body to accommodate a wheelchair lift for the loading and unloading of passengers.
- B. The opening to accommodate the special service entrance shall be at any convenient point on the right (curb side) of the bus and far enough to the rear to prevent the doors, when open, from obstructing the right front regular service door (excluding a regular front service door lift).

- C. The opening shall not extend below the floor level. Outboard type lifts shall be used.
- D. The opening, with doors open, shall be of sufficient width to allow the passage of wheelchairs. The minimum clear opening through the door and the lift mechanism shall be 30 inches in width.
- E. A drip molding shall be installed above the opening to effectively divert water from entrance.
- F. Entrance shall be of sufficient width and depth to accommodate various mechanical lifts and related accessories as well as the lifting platform.
- G. Doorposts and headers from entrance shall be reinforced sufficiently to provide support and strength equivalent to the areas of the side of the bus not used for service doors.
- H. Special service entrance doors shall be equipped with padding at the top edge of the door opening. Pad shall be at least three inches wide and one inch thick and extend the full width of the door opening.

95. Special Service Entrance Doors

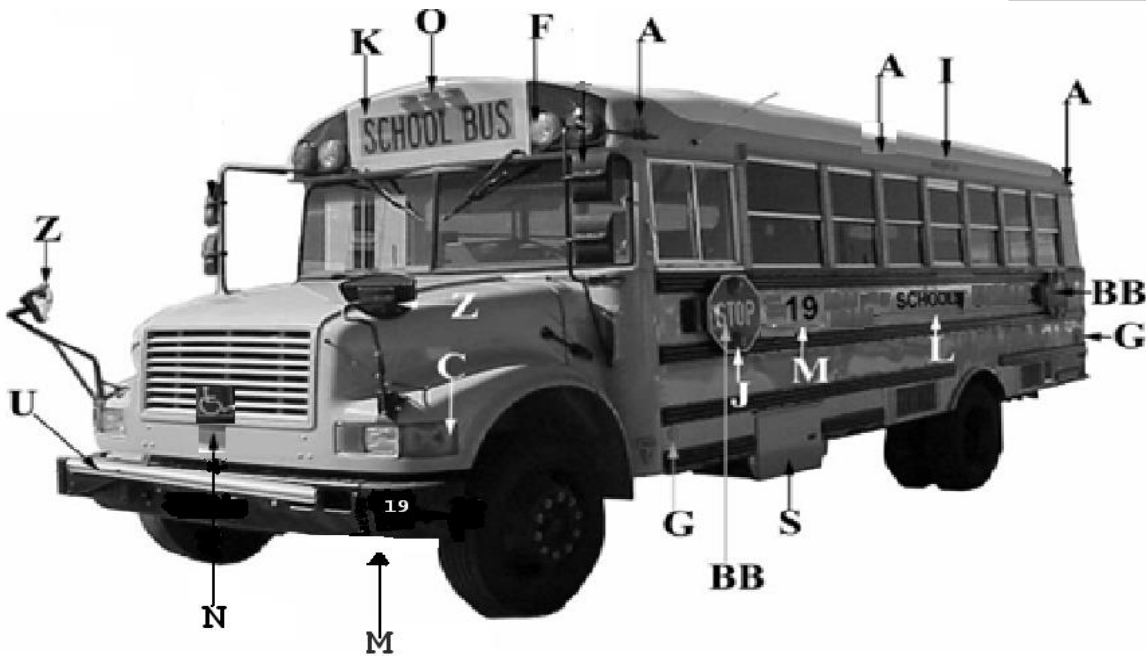
- A. A single door of a minimum 43 inches may be used.
- B. All doors shall open outwardly.
- C. All doors shall have positive fastening devices to hold doors in the open position.
- D. All doors shall be weather sealed and on buses with double doors, they shall be so constructed that a flange on the forward door overlaps the edge of the rear door when closed.
- E. When dual doors are provided, the rear door shall have at least a one-point fastening device to the header. The forward mounted door shall have at least three-point fastening devices. One shall be to the header, one to the floor line of the body, and the other shall be into the rear door. These locking devices shall afford maximum safety when the doors are in the closed position. The door and hinge mechanism shall be of a strength that will provide for the same type of use as that of a standard entrance door.
- F. Door materials, panels, and structural strength shall be equivalent to the conventional entrance and emergency doors. Color, rub rail extensions, lettering and other exterior features shall match adjacent sections of the body.
- G. Each door shall have windows set in a waterproof manner compatible within one inch of the lower line of adjacent sash.
- H. Doors shall be equipped with a device that will actuate a flashing visible signal located in the driver's compartment when doors are not securely closed and ignition is in "ON" position. A cluster light "LIFT" is allowed.

- I. A switch shall be installed so that the lifting mechanism will not operate when the lift platform doors are closed.

96. Special Optional Equipment

- A. Special seats for attendants may be installed on an optional basis. The seating location and seating restraints shall be assessed and approved by VDOE. All equipment shall be secured properly.

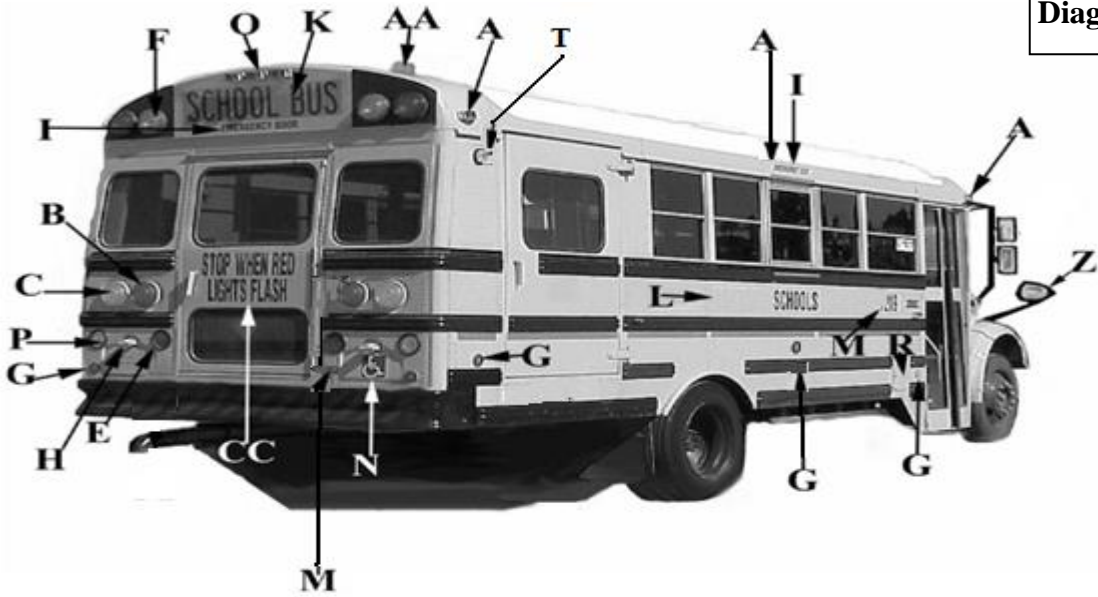
Diagram 1



MINIMUM LETTERING AND LIGHTING REQUIREMENTS

A	Clearance Lights (see item 56.A.1.)	L	Name of Division (see item 52.A.3.)
BB	Octagonal Stop Arm (2 nd optional stop arm-see item 57.A.10.g.)	M	Bus Numbers (see item 52.A.2.)
C	Front Turn Signals, (amber lenses)	N	Universal Handicapped Symbol, Wheelchair Lift Equipped Buses (see item 87.)
F	Pupil Warning Lights, Side By Side Amber and Red, Flat Back Design	O	Identification Lamps
G	Reflectors (see item 57.A.8.)	S	Battery Box (see item 52.A.6.c.)
I	Emergency Exit	U	Pupil Crossing Arm
J	Double Faced Flashing Red Lights	Z	Cross/Side View Mirror System
K	SCHOOL BUS, Front And Rear, 8 inch letters on retroreflective yellow background		

Diagram 2



MINIMUM LETTERING AND LIGHTING REQUIREMENTS

A	Clearance Lights (see item 57.A.1.)	M	Bus Numbers (see item 51.A.2.)
B	Seven inch Tail Lights	N	Universal Handicapped Symbol, Wheelchair Lift Equipped Buses (see item 86. <i>for exact size and location</i>)
C	Seven Inch Turn Signals (amber lenses)	O	Identification Lamps
E	4 inch Stop / Tail Lights	P	Back-up Lights
F	Pupil Warning Lights, Side By Side Amber and Red, Flat Back Design	R	Fuel Door (see item 51.A.4.)
G	Reflectors (see item 56.A.8.)	T	Wheelchair Lift Landing Light (see item 93.A.)
H	License Plate Lamp	Z	Cross/Side View Mirror System
I	Emergency Exit Signs	A	Roof-mounted White Flashing Strobe Light
K	SCHOOL BUS, Front And Rear, 8 inch letters on retroreflective yellow background	A	
L	Name of Division (see item 51.A.3.)	C	Rear Door Lettering (optional see item 51.A.5.e.)
		C	

Addendum

MINIMUM SPECIFICATIONS FOR PUBLIC SCHOOL AND MFSAB BUS CHASSIS TO MEET REQUIREMENTS OF THE VIRGINIA BOARD OF EDUCATION

<u>Minimum</u> Chassis Specification Chart		
Type A Bus		
Passenger Capacity	11 through 24 (see Notes)	
GVWR	10,000 lbs.	
Engine Size	Diesel Engines	3.2 Liter
	Gasoline Engines	3.7 Liter
Wheelbase	138"	
	Tires	195/65R16, DRW (see item 29.)
	Rims	Disc 6.0" X 16" (see item 29.)
Transmission	4 Speed Automatic	
Alternator	130 amps	
Frame	Per Standards for Severe Duty	
Steering	Power (see item 28.D.)	
Front Bumper	Heavy Duty, Painted Black	(MFSAB, see item 81.D.1.)
Brakes	Power, with ABS	
Suspension	Per Standards for Severe Duty	
Drive Shaft	Grease Fittings and Guards on All Shafts	
Fuel Supply Container	25 gals (see item 17.)	
Air Cleaner	Per Engine Manufacturer Specifications w/Restrictor Indicator	
Oil Filter	Replaceable, 1 Quart	
Battery	600 CCA	
Horn	Dual Electric	
Lights	Per FMVSS and DRL	(MFSAB, see item 81.D.1.)
Gauges	Speedometer, Oil Pressure, Fuel, Coolant Temp. & Voltmeter.	
Color	Frame, Wheels, Bumpers, Rails and Letterings-Black. Back of Mirrors-Non-gloss Black. The balance, NSBY.	(MFSAB, see item 81.D.1.)

Notes:

1. Alternative Fuel Engines shall be engine manufacturers' standard for vehicle type, which meets or exceeds the equivalent power rating for diesel or gasoline engines.
2. The Maximum Passenger Capacity of a Type A bus shall be 24 passengers.
3. Drivers of Type A public school and activity buses with a capacity of less than 16 passengers shall:
 - a. Comply with the BOE Regulation 8VAC20-70-280. *Requirements for School Bus Drivers Both for Employment and Continued Employment.* Exception: Drivers are not subject to Section 6 of 8VAC20-70-280. School division alcohol and drug testing policies will apply to drivers operating Type A buses that have a capacity of less than 16 passengers.
 - b. Comply with BOE Regulation 8VAC20-70-350. *Training.*

Minimum Chassis Specification Chart

TYPE C Bus

Maximum Design (Passenger) Capacity	Type C1 Bus 30	35	53	65	71	77
GVWR	17,500 lbs	21,000 lbs	25,000 lbs	27,500 lbs	29,000 lbs	31,000 lbs
Wheels	8-Stud Disc 19.5" X 6.5"	8-Stud Disc 22.5" X 6.5"	8-Stud Disc 22.5" X 76.5"	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 8.25"	10-Stud Disc 22.5" X 8.25"
Tires	9R22.5 (see item 29)	9R22.5 (see item 29)	9R22.5 (see item 29)	10R22.5 (see item 29)	10R22.5 (see item 29)	11R22.5 (see item 29)
Frame	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook
Steering	Power (see item 28.D)	Power (see item 28.D)	Power (see item 28.D)	Power (see item 28.D)	Power (see item 28.D)	Power (see item 28.D)
Front Bumper	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel
Front Axle	7,000 lbs	6,000 lbs	8,000 lbs	10,000 lbs	10,000 lbs	10,000 lbs
Rear Axle	10,500 lbs	15,000 lbs	17,000 lbs	17,500 lbs	19,000 lbs	21,000 lbs
Service Brakes:						
Hydraulic	Hydraulic Disc w/ABS	Hydraulic Disc w/ABS	Hydraulic Disc w/ABS			
Air		13.2 CFM, Air Compressor & Dryer (see item 5)	13.2 CFM, Air Compressor & Dryer (see item 5)	13.2 CFM, Air Compressor & Dryer	13.2 CFM, Air Compressor & Dryer	13.2 CFM, Air Compressor & Dryer
Suspension	Front Springs, ea. 3,500 lbs @ grd. Rear Springs, ea. 5,250 lbs @ grd. Front and Rear Shock Absorbers	Front Springs, ea. 5,000 lbs @ grd. Rear Springs, ea. 7,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 4,000 lbs @ grd. Rear Springs, ea. 8,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 5,000 lbs @ grd. Rear Springs, ea. 8,750 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 5,000 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 5,000 lbs @ grd. Rear Springs, ea. 10,500 lbs @ grd. Front and Rear Shock Absorbers.
Engine	175 HP (see item 11)	175 HP (see item 11)	175 HP (See item 11)	175 HP (see item 11)	190 HP (see item 11)	210 HP (see item 11)
Transmission (Allison or approved equal)	5-Speed Direct or 1,000 PTS	5-Speed Direct, 2,100 or 2,200 PTS (see item 5)	5-Speed Direct, 2,100 or 2,200 PTS (see item 5)	5-Speed Direct or 2,500 PTS	2,500 PTS	2,500 PTS
Drive Shaft	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts
Fuel Supply Container	30 gals	30 gals	30 gals	30 gals	30 gals	30 gals
Air cleaner	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge

Minimum Chassis Specification Chart

TYPE C Bus						
Maximum Design (Passenger) Capacity	Type C1 Bus					
	<u>30</u>	<u>35</u>	<u>53</u>	<u>65</u>	<u>71</u>	<u>77</u>
Alternator	200 amps, 4-gauge Charging and Ground Circuits	200 amps, 4-gauge Charging and Ground Circuits	200 amps, 4-gauge Charging and Ground Circuits	200 amps, 4-gauge Charging and Ground Circuits	200 amps, 4-gauge Charging and Ground Circuits	200 amps, 4-gauge Charging and Ground Circuits
Horn	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS
Lights	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL
Gauges	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. & Voltmeter.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. & Voltmeter. Air Pressure as required.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. & Voltmeter. Air Pressure as required.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp., Voltmeter, & Air Pressure	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp., Voltmeter & Air Pressure.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp., Voltmeter & Air Pressure.
Color	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.
Oil Filter	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer
Battery	750 CCA	750 CCA	750 CCA	750 CCA	750 CCA	750 CCA

Minimum Chassis Specification Chart**TYPE D Front Engine (FE) Transit Bus**

Maximum Design (Passenger) Capacity	42 & 53	65	71	77	83
GVWR	27,800 lbs	29,000 lbs	29,000 lbs	32,000 lbs	32,000 lbs
Wheels	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 8.25"	10-Stud Disc 22.5" X 8.25"
Tires	11R22.5 (See item 29.)	11R22.5 (See item 29.)	11R22.5 (See item 29.)	11R22.5 (See item 29.)	11R22.5 (See item 29.)
Frame	One Piece Side Member – Front Tow Hooks	One Piece Side Member – Front Tow Hooks	One Piece Side Member – Front Tow Hooks	One Piece Side Member – Front Tow Hooks	One Piece Side Member – Front Tow Hooks
Steering	Power (see item 28.D.)	Power (See item 28.D.)	Power (See item 28.D.)	Power (See item 28.D.)	Power (See item 28.D.)
Front Bumper	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel
Front Axle	10,800 lbs	12,000 lbs	12,000 lbs	13,000 lbs	13,000 lbs
Rear Axle	17,000 lbs	17,00 lbs 0	17,000 lbs	19,000 lbs	19,000 lbs
Service Brakes:					
Air	13.2 CFM Air Compressor/Dryer 16.5"x5" Front 16.5"x7" Rear	13.2 CFM Air Compressor/Dryer 16.5"x5" Front 16.5"x7" Rear	13.2 CFM Air Compressor/Dryer 16.5"x5" Front 16.5"x7" Rear	13.2 CFM Air Compressor/Dryer 16.5"x5" Front 16.5"x7" Rear	13.2 CFM Air Compressor/Dryer 16.5"x5" Front 16.5"x7" Rear
Suspension	Front Springs, ea. 5,400 lbs @ grd. Rear Springs, ea. 8,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 6,500 lbs @ grd. Rear Springs, ea. 8,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 6,500 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 6,500 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers	Front Springs, ea. 6,500 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers
Engine	190 HP (see item 11.)	190 HP (see item 11.)	190 HP (see item 11.)	210 HP (see item 11.)	210 HP (see item 11.)
Transmission (Allison or approved equal)	2,500 PTS	2,500 PTS	2,500 PTS	2,500 PTS	3,000 PTS
Drive Shaft	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts
Fuel Supply Container	30 gals	30 gals	30 gals	30 gals	30 gals
Air Cleaner	Dry Element Type w/ Restriction Gauge	Dry Element Type w/ Restriction Gauge	Dry Element Type w/ Restriction Gauge	Dry Element Type w/ Restriction Gauge	Dry Element Type w/ Restriction Gauge
Alternator	200 amps 4-gauge Charging and Ground Circuits	200 amps 4-gauge Charging and Ground Circuits	200 amps 4-gauge Charging and Ground Circuits	200 amps 4-gauge Charging and Ground Circuits	200 amps 4-gauge Charging and Ground Circuits
Horn	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS
Lights	Per FMVSS and DRL.	Per FMVSS and DRL.	Per FMVSS and DRL.	Per FMVSS and DRL.	Per FMVSS and DRL.
Gauges	Speedometer, tachometer, fuel, oil pressure, coolant temp & voltmeter, air pressure	Speedometer, tachometer, fuel, oil pressure, coolant temp & voltmeter, air pressure	Speedometer, tachometer, fuel, oil pressure, coolant temp & voltmeter, air pressure	Speedometer, tachometer, fuel, oil pressure, coolant temp & voltmeter, air pressure	Speedometer, tachometer, fuel, oil pressure, coolant temp & voltmeter, air pressure

Minimum Chassis Specification Chart

Minimum Chassis Specification Chart

TYPE D Front Engine (FE) Transit Bus

TYPE D Front Engine (FE) Transit Bus

Maximum Design (Passenger) Capacity	<u>42 & 53</u>	<u>65</u>	<u>71</u>	<u>77</u>	<u>83</u>
Color	Frame, Wheels, Bumpers, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.
Oil Filter	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer
Battery	750 CCA	750 CCA	750 CCA	750 CCA	750 CCA

Minimum Chassis Specification Chart

TYPE D Rear Engine (RE) Transit Bus

Maximum Design (Passenger) Capacity	66	72	78	84
GVWR	29,800 lbs	29,800 lbs	33,000 lbs	33,000 lbs
Wheels	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 7.5"
Tires	11R22.5 (see item 29.)	11R22.5 (see item 29.)	11R22.5 (see item 29.)	11R22.5 (see item 29.)
Frame	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook
Steering	Power (see item 28.D.)	Power (see item 28.D.)	Power (see item 28.D.)	Power (see item 28.D.)
Front Bumper	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel
Front Axle	10,800 lbs	10,800 lbs	12,000 lbs	12,000 lbs
Rear Axle	19,000 lbs	19,000 lbs	21,000 lbs	21,000 lbs
Service Brakes:				
Air	13.2 CFM, Air Compressor & Dryer. 16.5" x 5" Front 16.5" x 7" Rear	13.2 CFM, Air Compressor & Dryer. 16.5" x 5" Front 16.5" x 7" Rear	13.2 CFM, Air Compressor & Dryer. 16.5" x 5" Front 16.5" x 7" Rear	13.2 CFM, Air Compressor & Dryer. 16.5" x 5" Front 16.5" x 7" Rear
Suspension	Front Springs, ea. 5,400 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers	Front Springs, ea. 5,400 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers	Front Springs, ea. 6000 lbs @ grd. Rear Springs, ea. 10,500 lbs @ grd. Front and Rear Shock Absorbers	Front Springs, ea 6,000 lbs @ grd. Rear Springs, ea. 10,500 lbs @ grd. Front and Rear Shock Absorbers
Engine	190 HP (see item 11)	190 HP (see item 11)	210 HP (see item 11)	210 HP (see item 11)
Transmission (Allison or Approved Equal)	2,500 PTS	2,500 PTS	3,000 PTS	3,000 PTS
Drive Shaft	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts
Fuel Supply Container	30 gals	30 gals	30 gals	30 gals
Air Cleaner	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge
Alternator	200 amp, 4-gauge Charging and Ground Circuits	200 amp, 4-gauge Charging and Ground Circuits	200 amp, 4-gauge Charging and Ground Circuits	200 amp, 4-gauge Charging and Ground Circuits
Horn	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS
Lights	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL
Gauges	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. Voltmeter & Air Pressure.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. Voltmeter & Air Pressure.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. Voltmeter & Air Pressure.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. Voltmeter & Air Pressure.

Minimum Chassis Specification Chart

TYPE D Rear Engine (RE) Transit Bus

Maximum Design (Passenger) Capacity	<u>66</u>	<u>72</u>	<u>78</u>	<u>84</u>
Color	Frame, Wheels, Bumper, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY	Frame, Wheels, Bumper, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY	Frame, Wheels, Bumper, Rails and Lettering- Black. Black of Mirrors- Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumper, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.
Oil Filter	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer
Battery	750 CCA	750 CCA	750 CCA	750 CCA

ATTACHMENT H
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:

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 shall provide a justification or reasoning as to why the Code does not apply to the bid 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 bid being declared non-responsive.

Signature: *Caley Edgerly* **Date:** 11/5/2021

Name: Caley Edgerly
Print

Title: President & CEO

Name of Firm: Sonny Merryman

**Executive Directive Number Eighteen (2021)
Ensuring a Safe Work Place**


On August 5, 2021, to ensure a safe work place in light of COVID-19, Governor Northam issued Executive Directive 18 (ED 18), concerning disclosure of vaccination status, testing, and masking. A copy of ED 18 is available at <https://www.governor.virginia.gov/media/governorvirginiagov/executive-actions/ED-18-Ensuring-a-Safe-Work-Place.pdf>

On August 14, 2021, as directed in ED 18, the Department of Human Resource Management (DHRM) issued implementing policies, procedures, and guidance, which are available on the DHRM website at <https://www.dhrm.virginia.gov/docs/default-source/covid-19/interim-guidance-on-ed-18-contract-workers-8-13-21-final.pdf>.

If you have a current contract with a state agency, and that contract involves workers who work on-site in facilities owned or leased by a state public body or who perform public-facing services on behalf of state agencies, then you must comply with the foregoing. As stated in the guidance, the individual or entity who holds the relevant state contract must provide a certification to the contracting public body of compliance with these requirements.

ED18 is not applicable when a construction contractor's responsibility includes the care, custody and control of a Commonwealth owned or leased facility.

I certify compliance with these requirements.

Signed:  Title: President & CEO
Date: 11/5/2021



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

A handwritten signature in black ink, appearing to read 'William Childress', written in a cursive style.

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

A handwritten signature in black ink, appearing to read 'Richard D. Holcomb', written in a cursive style.

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

- **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 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) 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, 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. 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.



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

October 29, 2021

ADDENDUM NO. 3 TO ALL BIDDERS:

Reference – Invitation for Bids: IFB 4679
Commodity: 06517, 07115, 07116
Dated: September 8, 2021
For Delivery To: Department of General Services, Division of Purchases and
Supply on behalf of the Department of Education (DOE)
Bid Due: November 3, 2021 at 1:00 p.m.
Public Bid Opening: November 4, 2021 at 10:00 a.m.

The above is hereby changed to read:

1. Reference Closing Date and Time: NEW Bid Due Date: November 9, 2021 at 1:00 p.m.
2. Reference Public Opening Date and Time: NEW Bid Open Date: November 10, 2021 at 10:00 a.m.
3. Reference Attachment B, Page 1, A. BID SUBMISSION REQUIREMENTS: NEW Bid Opening: 10:00 a.m. (ET) on November 10, 2021
4. Reference Attachment A, IV. Specifications, A General Requirements, paragraph #5. Delivery Lead Time: Changed to read as follows:

Delivery Lead Time: Bidders shall provide a delivery lead-time, after receipt of order (ARO), in the “Delivery” section IX. Special Terms and Conditions, [paragraph 22](#), of the solicitation. This lead-time shall be for orders placed prior to the build out date. Any orders placed from the Contractor’s in-stock inventory, in the “Build Out/Factory Order Cut-off Date” section IX. Special Terms and Conditions shall be delivered within 60 calendar days or less, unless Authorized User(s) agree to change, in writing.

5. Reference Attachment A, Section VII. Reporting Requirements, Paragraph A, change to read as follows:

Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis. The Contractor shall provide sales reports on all buses sold within the Commonwealth of Virginia. The report shall conform to Attachment J Quarterly Sales Report. Please note, Attachment J has two (2) tabs which shall be required. Reports shall be provided no later than 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.

6. Reference Attachment J, Quarterly Report of Sales; Add Attachment J
7. Reference Attachment A, Section IX. Special Terms and Conditions, paragraph #34 (f); Changed to read as follows:
 - f. **In addition to all other remedies available to the Commonwealth, should the Contractor fail to meet any requirement set forth in this Section 34 with respect to any delivered vehicle, one (1) per cent of that vehicle's cost will be deducted from the applicable invoice in order to compensate the Commonwealth for the resulting inconvenience and business interruption.**

8. Reference Attachment F, Line #6 and #14, correct to read as follows:

Line #6 - Model Year (Current Production Year or Newer)

Line #14 - Current Production Year or Newer

9. Reference Page 6/7 – Inquiries for Information:

The following are the official answers corresponding with the posting of Addendum 3. Answers previously provided may not match exactly. Answers posted in Addendum 3 shall be considered the official answer of the Commonwealth.

- a. Will Commonwealth be accepting bids with all-electric Type A, Type C, and Type D school buses?

This current solicitation (IFB) is for Gas, Diesel, and alternative forms of fuel, not to include battery electric. Battery electric are being procured as part of a pilot program and not currently part of this solicitation.

- b. Does this solicitation (IFB) include "Propane" engine option?

As referenced in Section I. Purpose and Section III., Background and/or Historical Data, this solicitation request that qualified suppliers provide all categories of school buses (body & chassis).

Section IV. Specifications, B. Specific Requirements, paragraph(s) 1 and 2 direct the bidder to the Virginia Department of Education Technical Specifications (attachment G) on page 8, which includes Propane as an "alternative fuel".

- c. Can a bidder offer less years or less mileage for the minimum warranty?

Reference Section IV. Specification, A. General Requirements, paragraph #8. Warranty and B. Specific Requirements, paragraph #4: This is the minimum warranty and there will be no exceptions. Bids shall meet or exceed the minimum of all specifications/requirements.

- d. Could use of the actual price increases documented from our Manufacturer, Equipment Supplier, and Cost Increases instead of the Producer Price Index/Indices: 1411-05 Trucks, truck tractors, & bus chassis 14,000 lb. or less, incl. Minivans and suvs; 1411-06 Trucks, over 14,000 lbs GVW?

Section IX. Special Terms and Conditions, paragraph #25. Price Escalation/De-Escalation states that the Producer Price Index/Indices; 1411-05 and other relevant market conditions as determined appropriate and approved by DPS, will be used as guides to evaluate requested price changes.

- e. Clarification request regarding Section IX. Special Terms and Conditions, paragraph #13 Quantities. State Bids usually only accept each contractor's best price per bus. This insures all schools divisions will get the very best price. Also this takes away any chance that contractors may offer greater discounts than the actual quantities that are purchased.

This term and condition is reflective of the quantities listed in Section III. Background and/or Historical Sales Data. The solicitation/award is based on the Total Bid Price (net bus price + delivery) for each volume level/purchase quantity. Authorized users may order in accordance with the pricing volume level/purchase quantity. Bus purchases may or may not be less, equal, or more than referenced in the historical data.

- f. Does this new contract require the vendor to pay the SCA fee for only orders placed through eVA?

The SCA fee applies to per vehicle sold on this Contract. (Ref. Section VII. Reporting Requirements, paragraph B. Surcharge Adjustment Fee). All orders under this contract by Authorized Users shall be processed through eVA (Ref. Section IV. Specifications, A. General Requirements, paragraph #13. Ordering).

- g. The current VA state school bus contract requires vendors to submit Polk reports of sale to Authorized Users with their quarterly Report of Sales. Will this be required under the new contract?

The Polk Reports is not a requirement under this contract. Please reference Section VII. Reporting Requirements, paragraph A. Contractor’s Quarterly Report, as changed to read in Addendum 3.

- h. Attachment A, p. 18, #26 states, “After award of contract, contractor shall provide list of all options available for each vehicle on contract.”

Yes, awarded supplier(s) shall provide a list of all available option for each vehicle on contract.

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,



Pamela Copeland
Statewide Sourcing & Contracting Officer

Name of Firm

Signature/Title

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

October 18, 2021

ADDENDUM NO. 2 TO ALL BIDDERS:

Reference – Invitation for Bids:	IFB 4679
Commodity:	06517, 07115, 07116
Dated:	September 8, 2021
For Delivery To:	Department of General Services, Division of Purchases and Supply on behalf of the Department of Education (DOE)
Bid Due:	October 20, 2021 at 1:00 p.m.
Public Bid Opening:	October 21, 2021 at 10:00 a.m.

The above is hereby changed to read:

1. Reference Closing Date and Time: NEW Bid Due Date: November 3, 2021 at 1:00 p.m.
2. Reference Public Opening Date and Time: NEW Bid Open Date: November 4, 2021 at 10:00 a.m.
3. Reference Attachment B, Page 1, A. BID SUBMISSION REQUIREMENTS: NEW Bid Opening: 10:00 a.m. (ET) on November 4, 2021

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,

Pamela Copeland
Pamela Copeland
Statewide Sourcing & Contracting Officer

Name of Firm

Signature/Title

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

September 21, 2021

ADDENDUM NO. 1 TO ALL BIDDERS:

Reference – Invitation for Bids: IFB 4679
Commodity: 06517, 07115, 07116
Dated: September 8, 2021
For Delivery To: Department of General Services, Division of Purchases and
Supply on behalf of the Department of Education (DOE)
Bid Due: October 12, 2021 at 1:00 p.m.
Public Bid Opening: October 13, 2021 at 10:00 a.m.

The above is hereby changed to read:

1. Reference Closing Date and Time: NEW Bid Due Date: October 20, 2021 at 1:00 p.m.
2. Reference Public Opening Date and Time: NEW Bid Open Date: October 21, 2021 at 10:00 a.m.
3. Reference Attachment A, Page 6., V. Optional Pre-Bid Conference: Change date/time to:
October 5, 2021 at 10:00 AM – Google Meet information remains the same
4. Reference Attachment A, Page 6, VI. Solicitation Clarifications: Change date/time to:
October 7, 2021, no later than 4:00 p.m.
5. Reference Attachment B, Page 1, A. BID SUBMISSION REQUIREMENTS: NEW Bid Opening: 10:00 a.m. (ET) on October 21, 2021

[Signature Page to Follow]

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,

Pamela Copeland

Pamela Copeland
Statewide Sourcing & Contracting Officer

Name of Firm

Signature/Title

Date

IFB# 4679

Vehicle: Virginia School Buses

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 all categories of school buses (body & chassis) to 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. Additionally, resulting contract/s, if any, will be available for use by certain charitable corporations and private nonprofit 501(c)(3) institutions of higher education chartered in Virginia, as allowable pursuant to Virginia Code 2.2-1120.

Any contract(s) that may result from this solicitation will be an optional-use term contract for Authorized Users and managed by the Commonwealth of Virginia, Department of General Services (DGS), Division of Purchases and Supply (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 **date of award through five (5) year period. Pricing may be adjusted at the start of each model year (ref: Price Escalation/De-escalation).**

III. BACKGROUND AND/OR HISTORICAL SALES DATA:

VDOE is the administrative agency for the Commonwealth’s public K-12 schools with a mission of leading and facilitating the development and implementation of a quality public education system in Virginia that meets the needs of all students and assists them to become educated, productive, and responsible citizens.

VDOE provides the staff and resources to implement the statutory requirements placed on the Board of Education, which with the Superintendent of Public Instruction and in cooperation with their partners, develop policies and provide leadership that improves student achievement and prepares students to succeed in postsecondary education and the workplace.

As a part of VDOE’s strategic plan, the Central Office is responsible for the state’s (student) transportation service areas, developing, and implementing services for school divisions that support and promote the following:

- Interpretation and application of state and federal laws and regulations relative to pupil transportation;
- Approved standards and practices for transporting students;
- A well-trained cadre of school bus drivers, and;
- High quality school bus maintenance procedures

The design of these services are to promote high quality, safe, and efficient transportation of all public school students to and from school and school-related activities.

The Central Office accomplishes this in part through the administration of federal and state transportation program requirements that are designed to ensure that all students arrive safely at school and school-related activities each day.

It is the goal of the Commonwealth to secure the best possible commercial agreement(s); based on the considerable economies of scale involved and the potential aggregate market volume this represents.

- The Commonwealth reserves the right to make awards for any goods and/or services depending upon the capabilities and benefits described in a Bidder's bid and as the Commonwealth deems in its best interest. Such decisions shall be based upon the Commonwealth's sole and exclusive judgment.
- Currently the contract is for all categories of Commonwealth of Virginia school buses (body & chassis). The existing contract term expires December 15, 2021 or until a new contract(s) is in place. The contracts are for gasoline, diesel and CNG engine buses. The current contract are available for view on the Commonwealth's eProcurement (eVA) website: www.eva.virginia.gov.
- Current Commonwealth of Virginia School Bus Contract E194-73321 (05/15/2015 – 04/30/2021); the Commonwealth has processed orders, representing total quantities as follows:
 - Type A - 66 units
 - Type C - 2,821 units
 - Type D - 43 units

These quantities will be used by the Commonwealth for the evaluation of bid responses to determine the lowest responsive and responsible bidder(s).

IV. SPECIFICATIONS:

The Contractor shall furnish and deliver each of the following described item(s):

all categories of school buses (body & chassis) to include: all related integral or peripheral component equipment or accessory products associated with such vehicles (collectively referred to as Bus, Buses, Product or Products) together with available maintenance, warranty, and maintenance support services ("Services") necessary to maintain the operational performance, safety, and technical integrity of all school buses in accordance with all original equipment manufacturer (OEM) performance, safety, and technical specifications.

A. General Requirements

The Contractor(s) shall provide school buses for the purchase and delivery of school buses that meet or exceed the following minimum requirements:

1. **Geographic:** The Contractors shall provide school buses and related products and services under this contract to any Authorized User, as described herein. Bidders with any geographic restrictions should specify the geographic areas that they are not able to provide products and/or services. Regardless of any contracted service areas, and to any extent that they may overlap, Authorized Users shall have the opportunity to use any contract, based on their own business direction and/or operational needs.
2. **Products and/or Services:** Any Contractors shall be able to provide the broadest possible spectrum of all available school bus categories. The Commonwealth recognizes that dealers or manufacturers may not carry all or exactly the same range of products or lines. However, all products and product lines carried either in the dealers or manufacturers available inventory, catalog, price list, or special order shall be covered in the bid.
3. **Delivery:** 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 *"Total Bid Price"* (ref. [Attachment F, Goods and Pricing Schedule, Part 2, Base Bus Price](#)).

Bidder entering of a bus delivery price in [Attachment F](#) 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 bus by the most economical method with no mark-up. For all sales of buses 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 bus/equipment. Bus and/or equipment that is released back to the Contractor for any reason; the Contractor shall assume risk of loss upon such release.

4. **Delivery Location and Time:** Buses shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout the State 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. **Failure to coordinate delivery with the Authorized user may result in refusal of delivery.**
5. **Delivery Lead Time:** Bidders shall provide a delivery lead-time, after receipt of order (ARO), in the "Delivery" section IX. Special Terms and Conditions, [paragraph 22](#), of the solicitation. This lead-time shall be for orders placed prior to the build out date. Any orders placed from the Contractor's in-stock inventory, in the "Build Out/Factory Order Cut-off Date" section IX. Special Terms and Conditions shall be delivered within 60 calendar days or less.

6. **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 (ref. New Vehicle Preparation – e.g. missing state inspection), the invoice will not be approved for payment until the Contractor corrects all defects.
7. **Product Additions:** The Commonwealth recognizes that products and product line additions to the Contractor’s standard bid during the life of the contract are likely to occur. The Commonwealth considers these additions as enhancements. Additions will be considered as follows:
 - a) Any and all new school buses will be categorized with similar products or product lines into existing market categories previously defined and agreed to by the Commonwealth and with respect to discount structure, net price or grand total of product.
 - b) In the event the Contractor adds a new school bus product line that represents product(s) that are consistent with the scope, type, and class of school buses covered under the contract, then the Commonwealth and the Contractor may agree to add to contract as considered with respect to contract discount structure, net price or grand total of product(s).
 - c) New school bus product line additions must be completed with the DPS Statewide Sourcing and Contracting Officer prior to order placement by any Authorized User.
8. **Warranty:** The warranty period shall commence when vehicles are actually placed into service as evidenced by the Authorized User’s records, rather than commencing upon delivery. The warranty shall include the manufacturer’s standard Bumper-to-Bumper Warranty (minimum 5 years or 100,000 miles).
9. **Sales and Support Service:** The Contractor shall have a full time sales representative assigned to the Commonwealth to make regular calls to 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 sales representatives must 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. Sales representatives shall be available by phone, fax or email. Such contact information shall be provided to the Commonwealth and any Authorized User.
10. **Training:** The Contractor shall include with the bid and base bus bid price the training plan for new bus(es)/equipment operation, service/maintenance and basic repair to include, but not be limited to, the Contractor’s role in training and/or how training by a third party may occur.
11. **Pricing Schedule:** Bidders shall complete all applicable fields of the pricing schedule for each school bus make, type, and capacity bid on Attachment F. Bidder shall use separate copy of Attachment F – Equipment and Pricing Schedule for each type, make, and capacity.

12. **School Bus Options:** Bidder shall provide a minimum of fifteen (15) of the most frequently ordered available options with description, option code, MSRP/list price and Commonwealth contract price for each make/model on [Attachment F](#). Bidder shall provide a percentage discount off MSRP/Catalog price on [Attachment F](#) for unlisted options. ([Ref. IX. Paragraph 26](#))
13. **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.
14. **New Equipment:** The Vehicles bid 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 bidding of such a Vehicle will be cause for bid rejection.
15. **Safety Notices and Recalls:** All safety notices and recalls shall be mailed to the entity's address on the purchase order for the destination of goods or other contact noted on the purchase order.
16. **Invoicing:** When two or more Authorized Users of Virginia combine requirements on a single purchase order, separate invoices shall be prepared for Authorized User.
17. **Minimum Order:** There shall be no minimum order requirement.

B. Specific Requirements

1. VDOE Technical Specifications: Products offered to all Authorized Users of Virginia during the entire term of the contract shall meet all technical specifications published by VDOE, updated **July 1, 2019 or current edition**, which defines certain, but not all, components required in a school bus chassis and body purchased by a Virginia public school division.
2. Technical requirements for a bus chassis and body are contained in VDOE's *Regulations Governing Public Transportation*, and include *Minimum Standards for School Buses in Virginia* entitled Virginia School Bus Specifications and must be reviewed by all Bidders located on VDOE's website or [Attachment G](#).

(open) *Virginia School Bus [Specification, July 1, 2019](#)*
3. The responsibility for compliance with these school bus specifications rests with the Contractor, representing the dealers and manufacturers. If any dealers or manufacturers sell school bus vehicles that do not conform to any or all of these specifications, a general notice

will be sent to all school divisions advising that equipment supplied by such dealer or manufacturer will be disapproved for school transportation until further notice. A copy of the notice will be sent to the dealer or manufacturer and will remain in effect until full compliance by the dealer or manufacturer is assured.

4. Warranty shall meet or exceed the following minimum coverage terms. Bidder shall provide complete description of warranty coverage. Options for extended warranties may also be provided:

Bumper to Bumper: Five (5) years, 100,000 miles

- V. OPTIONAL PRE-BID CONFERENCE:** An optional pre-bid conference will be held Virtually on [September 21, 2021 at 10:00 AM](#)(virtual information provided at the end of this section). The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a bid, Bidders who intend to submit a bid are encouraged to attend. No vendors will be admitted after 10:10 AM. If admittance is required after the conference has begun, there is no guarantee that the Statewide Sourcing and Contracting Officer will be able to admit attendees.

Copies of the solicitation will not be distributed so bring a copy with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Participants must use the instructions provided below and are advised to start connecting no later than 9:45 AM to ensure a connection at the start of the virtual conference. There will be no technical assistance available if a connection cannot be made. Bidder should notify the DPS Contracting Officer noted in the solicitation by email no later than 9:30 AM on the day of the prebid conference if intending to participate in the virtual conference. If Bidder connects late, information may not be repeated and Bidder may have to wait for the addendum to be issued.

Google Meet information:

Meeting ID: meet.google.com/hjr-azcw-pyp

Phone Number: (US)+1 720-449-3648

Phone Pin Number: 712 736 260#

VI. SOLICITATION CLARIFICATIONS:

Questions regarding the solicitation **must be submitted in writing only** to Pamela Copeland via e-mail at pamela.copeland@dgs.virginia.gov no later than **4:00 p.m. on September 29, 2021**. Bidder should identify the email by noting the solicitation number **IFB#4679** 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. SURCHARGE ADJUSTMENT FEE:

Contractor shall pay the Department of General Services (DGS), a SurchargeAdjustment (SCA) fee under this Contract. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA shall be **\$350 dollars per vehicle sold** on the contract. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

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

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

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and

remedies available under law. Reports shall be sent to the DPS Contracting Officer and to the following email address: vssireport@dgs.virginia.gov. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in cancellation of the Contract.

C. REPORTING AND PAYMENT SCHEDULES:

<u>Quaterly 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

<u>SCA Fee Period</u>	<u>Sales Months</u>	<u>Payment Due</u>
1st Quarter	Jan, Feb, Mar	April 30th
2nd Quarter	Apr, May, June	July 31st
3rd Quarter	July, Aug, Sept	October 31st
4th Quarter	Oct, Nov, Dec	January 31st

D. Contractor shall:

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the contract, and discuss opportunities for improvements.
2. Provide any documentation or reports as requested by the DPS Contracting Officer.
3. Notify the DPS Contracting Officer, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days

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. Payment is anticipated to be made by check or EDI depending on how the Contractor is registered with the Department of Accounts.

IX. SPECIAL TERMS AND CONDITIONS:

1. **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.
2. **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.
3. **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. 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.
4. **eVA ORDERS AND CONTRACTS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

5. **AUTHORIZED DEALER:** By signing 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.

6. **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.

7. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

8. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for ninety (90) 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.

9. **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>.

10. **PERIOD FOR PERFORMANCE OF PURCHASE ORDERS:** 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.

11. **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.

12. **EXCLUSIVITY OF TERMS AND CONDITIONS:** No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other 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.
13. **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.
14. **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' remedies include the right to terminate any services hereunder.

15. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in advance 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 Statewide Sourcing & Contracting Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

In the event any item on the contract is to be discontinued and/or replaced by a new item, the Contractor must notify the Statewide Sourcing & Contracting Officer in writing in advance of the product discontinuance/replacement. A formal contract modification will be processed by the Statewide Sourcing & Contracting Officer to reflect these types of changes.

16. **STATE CORPORATION COMMISSION 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 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 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.
17. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
18. **EXCLUSIVITY OF TERMS AND CONDITIONS:** No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. No contractor shall be required to sign with 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.
19. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :**
 - 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.

- 20. **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.

21. **DELIVERY NOTIFICATION:** The ordering Authorized User shall be notified two (2) business days prior to delivery so that personnel may be available to inspect and receive school bus(es) and/or charging system/station(s) being delivered. Notification shall be made to the individual indicated on the purchase order.

22. **DELIVERY (Bidder 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 or with a completed Certificate of Origin after they receive it from the manufacturer (turn time). Whether the vehicle is required to be fully titled or only delivered with a Certificate of Origin will be at the discretion of the Authorized User. Authorized Users will communicate which is required and establish the process with the Dealer prior to the delivery of the vehicle(s). 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: _____ DAYS AFTER RECEIPT FROM MANUFACTURER**

2. **MANUFACTURER'S LEAD TIME PER VEHICLE: _____ 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 manner 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: ____ 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 event 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.

23. **DELIVERY/SERVICE TO CORRECTIONAL INSTITUTIONS:**

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.
24. **PAST MODEL YEARS AND 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.
25. **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: *1411-05 Trucks, truck tractors, & bus chassis 14,000 lb or less, incl. Minivans and suvs; 1411-06 Trucks, over 14,000 lbs GVW*, 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.

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.

26. OPTIONS (Add-ons & 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 (**ref. Attachment F – Equipment and Pricing Schedule**). 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.

27. BUILD OUT/FACTORY 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.

28. **VIRGINIA MOTOR VEHICLE DEALER LICENSE:** 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 ([Ref. Attachment H](#)):

- 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.

- 29. **AUTHORIZED DEALER:** By submission of 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.
- 30. **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.

31. **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.

32. **WARRANTY (VEHICLE):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and 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.

33. **WARRANTY, SUPPORT, AND PRODUCT DOCUMENTATION**
 The Contractor, or their licensed and duly authorized Agent representative, shall act as the sole point-of-contact for all Products repaired under Warranty / Maintenance. Unless otherwise specified in the Order, all Warranty/Maintenance support services shall be provided during the Principal Period of Maintenance, defined below. Contractor shall respond to all requests for Warranty / Maintenance service within twenty-four (24) hours after notification that a failure has occurred.

- a. **Warranty shall include:**

1. Without exclusion, Contractor hereby certifies and warrants that all Products and component Equipment provided under the Agreement shall operate and perform in accordance with all original equipment manufacturer (OEM) performance, safety, and technical specifications for a minimum period of one (1) year, to commence immediately upon the completion of satisfactory Acceptance testing and documented Acceptance thereafter of the Product from the an Authorized User.
 2. Cost of documentation of Acceptance testing for each unit delivered.
 3. All Equipment and materials necessary to repair defects in the Product, at no charge to the Authorized User
 4. A complete set of user and technical documentation for all Products and components needed to operate the Equipment, both in printed and portable electronic format, and provided to the Authorized User at no additional charge.
 5. Warranty/Maintenance shall not include work external to Equipment, furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this Agreement.
 6. Warranty/Maintenance of Equipment shall also not include repair of damage resulting from the Authorized User or from any accident, unless the accident is caused by the negligent or intentional acts or omissions of Contractor or its agents.
 7. Contractor shall act as sole point-of-contact for all Equipment repaired under this Agreement.
 8. All parts used under this agreement must be new parts or refurbished parts certifiable as new by the OEM. Parts that have been replaced shall become the property of the Contractor, unless deemed otherwise by the Authorized User.
- b. **Maintenance Support:** Bidder shall include provisions with pricing (hourly labor rate and parts discount on [Attachment F – Goods and Pricing Schedule](#)) for post-warranty repair/maintenance support, to include, but not limited to; all labor, equipment, materials, supplies, travel time, and any other operating costs necessary to furnish and deliver OEM parts and accessories ordered to repair, service, and provide maintenance and options with appropriate service levels to battery electric school buses that any “Authorized User” may deem best to meet their specific mission requirements and service expectations e.g.:
- i. Contractor’s Services shall minimally include, but not be limited to, the following flexible maintenance support categorization options, as deemed appropriate by “Authorized Users”, and in cooperation with the Contractor:
 - ii. 24x7x365 Dispatch Service Center for all maintenance and service calls with a two hour telephonic response times and a four hour onsite response time.

- iii. Principal period of maintenance (PPM) defined herein as Mon - Fri 7:00 AM-7:00 PM, State holidays excluded.
- iv. Service Types; onsite, offsite, telephonic, remote, or return to depot, and; In such event that Contractor's products must be returned to depot, manufacturer, or licensed facility authorized to perform maintenance services, then Contractor shall communicate estimated bus "downtime" to the Authorized User.
- v. Contractor shall include a document identifying the cost of all parts on any order, e.g. parts order only and service/maintenance and repair orders. Bidder shall provide discount percentage off the list price for parts. The parts percentage discount shall remain firm over the life of the contract.
- vi. Contractor shall hold hourly labor rate pricing firm for a period of one year from the start of the contract. After the first year, labor rates may be adjusted according to the Price Escalation/De-Escalation paragraph in Section IX., paragraph 13 of this RFP.
- vii. In such event, that Contractor's products must be returned to depot, manufacturer, or licensed facility authorized to perform maintenance services, then Contractor shall communicate estimated bus "downtime" to the Authorized User.

34. **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 paper 30 Day license tag, unless a different format (e.g. electronic) is requested in writing by the "authorized user", shall be furnished with each vehicle unless Authorized Users waive, in writing, the 30 Day tag ([Ref. Attachment F](#)).
- b. Title Papers: All papers for titling purposes shall be delivered with each vehicle, unless a different format (e.g. electronic) is requested in writing by the "authorized user".
- 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, unless a different format (e.g. electronic) is requested in writing by the “authorized user”:
 - 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.

- f. In addition to all other remedies available to the Commonwealth, should the Contractor fail to meet any requirement set forth in this **Section 32** with respect to any delivered vehicle, one (1) per cent of that vehicle’s cost will be deducted from the applicable invoice in order to compensate the Commonwealth for the resulting inconvenience and business interruption.

35. **SECURITY LICENSE:** If requested by the School Board to provide Security Surveillance services or equipment, it is the responsibility of any contractor receiving an award to be licensed by the Department of Criminal Justice Services in accordance with § 9.1-139 of the *Code of Virginia* (1950), for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a bid. The Bidder shall place their license number in the space provided below:

Private Security Services Business License Number: _____

IFB SUBMISSION INSTRUCTIONS

A. BID SUBMISSION REQUIREMENTS:

IFB #4679 is an invitation for an electronic sealed bid; therefore, bids submitted outside of the eVA system, such as via e-mail, mail, or fax WILL NOT be accepted. Electronic sealed bids will be received until the closing date and time provided in the solicitation. Any bid received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked "late" and retained unopened in the procurement file.

Prior to the due date, Bidders should:

- Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the "Reminders" section in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.

Bidders are solely responsible for reviewing, complying, and returning a complete and responsive bid. Failure to submit any of the required information may result in the bid being declared non-responsive. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

Bid Submission:

Electronic bid submission with required documents attached is required. Bidder must be registered in eVA in order to submit an electronic bid. Bidders must submit one (1) complete copy of the bid and attachments.

The following are instructions for submitting an electronic bid:

- a. Go to www.eva.virginia.gov;
- b. Click on "I Sell To Virginia";
- c. Click on "eVA Vendor Training"; and
- d. Click on "Respond to IFBs - RFPs and more".

If a Bidder need assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

Bid Opening:

A public bid opening will be held at [10:00 a.m. on October 13, 2021](#) via Google Hangouts:

Link: meet.google.com/eqv-qpmr-ctz

Number: (US) +1 262-546-6203

Pin #: 305 638 143#

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: _____ Phone: _____ Email: _____
3. Years in Business: Indicate the length of time Bidder has been in business providing this type of good or service:
 _____ Years _____ Months
4. eVA Vendor ID or DUNS Number: _____
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: _____ Contact: _____
 Phone:(_____) _____ Email: _____

 Dates of Service: _____ \$ Value: _____
 - B. Company _____ Contact: _____
 Phone:(_____) _____ Email: _____
 Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
 Phone:(_____) _____ Email: _____
 Dates of Service: _____ \$ Value: _____
 - D. Company: _____ Contact: _____
 Phone:(_____) _____ Email: _____

 Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

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 (Customer Service).

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:

-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: _____ Date: _____

Name: _____

Print

Title: _____

Name of Firm: _____

Virginia Public School Bus Specifications

Effective July 1, 2019

Virginia Department of Education
Office of Support Services



VIRGINIA DEPARTMENT OF
EDUCATION

Virginia Public School Bus Specifications

FORWARD

Effective July 1, 2019

These Specifications define certain, but not all, components required on public school buses and public school multifunction school activity buses (MFSAB) purchased by Virginia public school divisions.

Any variation from the Specifications, in the form of additional equipment or changes in style of equipment, without prior approval of the Virginia Department of Education (VDOE), is prohibited.

The responsibility for compliance with the public school bus and public school MFSAB Specifications rests with dealers and manufacturers. If any dealer or manufacturer sells public school bus or public school MFSAB vehicles that do not conform to any or all of these Specifications, a general notice will be sent to all school divisions advising that equipment supplied by such dealer or manufacturer will be disapproved for public school transportation until further notice. A copy of the notice will be sent to the dealer or manufacturer and will remain in effect until full compliance by the dealer or manufacturer is assured.

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ACKNOWLEDGEMENTS

The current *Virginia School Bus Specifications* (referred to herein as the Specifications) is the result of work by the VDOE and the Specification Advisory Committee composed of the Virginia State Police Department (VSP), school division transportation directors and staff, Virginia school bus dealers, and school bus manufacturers. The VDOE wishes to express its gratitude for the assistance and guidance received from the following:

Ed Tucker	Dinwiddie County Public Schools
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Tom Williams	Washington County Public Schools
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Lt. Matt Patterson	Virginia State Police
Jeff Pschirer	Blue Bird Bus Sales of Virginia
Kirk Burns	Blue Bird Bus Sales of Virginia
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Steve Mitchell	Kingmor Supply, Inc.
Dave Preston	Kingmor Supply, Inc.
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Kerry Miller	Virginia Department of Education
Jackie Herring	Virginia Department of Education
Harold Grimes	Virginia Department of Education

General Information

1. All public school and MFSAB buses (bodies and chassis) used to transport children to and from public schools or school-related events manufactured on or after the effective date of this document, as specified in 8VAC20-70-460, shall:
 - A. Meet or exceed the minimum requirements of the Specifications.
 - B. Meet all applicable Federal Motor Vehicle Safety Standards (FMVSS).
 - C. Meet or exceed the current National School Transportation Specifications and Procedures (referred to herein as the National Specifications) except when in conflict with the requirements herein. In such cases, the requirement specified in this document shall prevail.
 - D. Meet or exceed applicable National Fire Protection Association (NFPA) codes and safety standards for alternative fuel vehicles.
2. The requirements specified herein are the minimum requirements for public school and MFSAB buses in Virginia. The date used to determine the applicability of the Specifications shall be defined as the bus manufactured date.
3. Any variation from the Specifications, in the form of additional equipment or changes in style of equipment, without prior approval of the VDOE, is prohibited.
4. The VDOE may request the school bus (body and chassis) manufacturer to certify their product meets these minimum standards on items which are not covered by FMVSS certification requirements of *49 CFR, Part 567, Certification*.

General Requirements for Alternative Fuel Public School Buses

1. All alternative fuel public school buses shall be capable of traveling not less than 200 miles with a full load, except those powered solely by electricity shall be capable of traveling not less than 80 miles.
2. Natural gas powered public school buses shall be equipped with an interior/exterior gas leak detection system and fire suppression system as outlined in item 15.A.
3. All materials and assemblies used to transfer or store alternative fuels shall be installed outside the passenger/driver compartment.
4. The manufacturer supplying the alternative fuel equipment shall provide the owner and operators with adequate training and certification in fueling procedures, schedule of maintenance, troubleshooting and repair of alternative fuel equipment.
5. All fueling equipment shall be designed specifically for fueling public school buses and shall be certified by the manufacturer as meeting all applicable federal, state and industry standards.
6. On board fuel supply containers shall meet all appropriate requirements of the American Society of Mechanical Engineers (ASME) code, U.S. Department of Transportation (DOT) regulations and applicable FMVSS and NFPA standards.
7. All fuel supply containers shall be securely mounted to withstand a static force of eight times their weight in any direction.
8. A positive quick acting (one-fourth turn) shut-off control valve shall be installed in each gaseous fuel supply line, as close as possible to the fuel supply containers. The valve controls shall be placed in a location easily accessible without the use of tools, and shall be operable from the exterior of the bus. The location of the valve controls shall be clearly marked on the exterior surface of the bus.
9. An electrical grounding system shall be required for the grounding of the fuel system during maintenance-related venting.
10. Biodiesel must conform to the specifications of the American Society for Testing and Materials (ASTM) 6751 (*Biodiesel Standards*).
11. The manufacturer of alternative fuel public school buses shall provide written certification to the purchaser and the VDOE that the alternative fuel installation, parts, and materials meet the NFPA and other applicable standards, including all alternative fuel requirements of the Specifications.

DEFINITIONS

1. Public School Buses:

TYPE A:



Type “A” school bus is a conversion bus constructed utilizing a cutaway front-section vehicle with a left side driver’s door. This definition includes two classifications: Type A1, with Gross Vehicle Weight Rating (GVWR) 14,500 pounds or less; and Type A2 with a GVWR greater than 14,500 pounds but less than or equal to 21,500 pounds. Both Type A1 and A2 buses shall be equipped with dual rear wheels (DRW).

TYPE C:



Type “C” (“Conventional”) school bus is a body installed upon a flat-back cowl chassis with a hood and fenders. This definition includes two classifications: Type C1, with a GVWR range of 17,500 pounds and a design seating capacity range from 16 to 30 students; and Type C2 with a GVWR of more than 21,500 pounds, designed for carrying more than 30 students. The engine is in front of the windshield and the entrance door is behind the front wheels. Both Type C1 and C2 buses shall be equipped with DRW.

TYPE D:



Type “D” (“Transit”) school bus is a bus with a body constructed using a stripped chassis. The entrance door is ahead of the front wheels. The bus is also known as a rear engine (RE) or front engine (FE) transit style school bus. Type D buses shall be equipped with DRW.

Multifunction School Activity Bus:

Multifunction School Activity Bus (MFSAB) is a school bus whose purposes do not include transporting students to and from home or school bus stops, as defined in *49 CFR 571.3*. This subcategory of school bus meets all FMVSS for school buses except the traffic control devices, color, use of cruise control, and seating requirements (see item 81.). All MFSAB buses shall be equipped with DRW.

2. **Alternative Fuel:** Any fuel other than gasoline or diesel, excluding battery or fuel cell power systems, but including CNG (Compressed Natural Gas), LNG (Liquefied Natural Gas), and LPG (Liquefied Petroleum Gas).
3. **Fuel Supply Container** (or “Fuel Cylinder”): A container or cylinder installed on a public school bus to supply fuel for the propulsion system of the vehicle.
4. **Fuel System:** The fuel supply container or cylinder, supply lines, and all ancillary fuel equipment.
5. **Non-Sequential Operations:** The system of red and amber signal lamps designed so that red lamps are activated whenever the passenger entrance doors open, regardless of whether the amber lamps have been activated.
6. **Gross Vehicle Weight:** The wet weight, plus body weight, plus driver’s weight of 150 lbs, plus weight of maximum seated pupil load based on not less than 120 lbs per pupil.
7. **Liquid Fuel:** Any fuel that is in a liquid state under normal ambient atmospheric conditions of temperature and pressure.

Acronyms

A list of acronyms and their definitions, used in this document:

1.	ABS	Anti-lock Braking System
2.	AMPS	Amperes
3.	ASME	American Society of Mechanical Engineers, §§ VIII, IX
4.	ASTM	American Society for Testing and Materials
5.	BOE	Virginia Board of Education
6.	BTU	British Thermal Unit
7.	“C”	Celsius
8.	CCA	Cold Cranking Amperes
9.	CFR	Code of Federal Regulations
10.	CFM	Cubic Feet per Minute
11.	CDL	Commercial Driver License
12.	CNG	Compressed Natural Gas
13.	dB	Decibel
14.	DOT	United States Department of Transportation
15.	DRL	Daytime Running Lights
16.	DRW	Duel Rear Wheels
17.	“F”	Fahrenheit
18.	FMCSR	Federal Motor Carrier Safety Regulations
19.	FMVSS	Federal Motor Vehicle Safety Standards
20.	“g”	Gravity-force
21.	GALS	Gallons
22.	GAWR	Gross Axle Weight Rating
23.	GRD	Ground
24.	GVW	Gross Vehicle Weight (wet weight, + body weight, + driver’s weight of 150 lbs, + weight of maximum seated pupil load based on not less than 120 lbs per pupil)

Acronyms (continued)

25.	GVWR	Gross Vehicle Weight Rating
26.	HP	Horse Power
27.	LBS	Pounds
28.	LNG	Liquefied Natural Gas
29.	LPG	Liquefied Petroleum Gas
30.	MFSAB	Multifunction School Activity Bus
31.	MPH	Miles per Hour
32.	National Specifications	National School Transportation Specifications and Procedures
33.	NFPA	National Fire Protection Association
34.	NSBY	National School Bus Yellow
35.	OEM	Original Equipment Manufacturer
36.	“P”	Passenger Endorsement on Commercial Driver License
37.	RPM	Revolutions per Minute
38.	“S”	School Bus Endorsement, Commercial and Regular Driver License
39.	SAE	Society of Automotive Engineers
40.	SBMTC	School Bus Manufacturers Technical Council
41.	Specifications	Virginia School Bus Specifications
42.	TRA	Tire and Rim Association, Inc., Standards
43.	UL	Underwriters Laboratories, Inc.
44.	VDOE	Virginia Department of Education
45.	VSP	Virginia State Police Department

SPECIFICATIONS FOR PUBLIC SCHOOL BUSES

Effective July 1, 2019

SPECIFICATIONS FOR THE PUBLIC SCHOOL BUS CHASSIS

1. Air Cleaner

- A. The engine intake air cleaner system shall be furnished and properly installed by the chassis manufacturer to meet the engine manufacturer's specifications.
- B. An air cleaner restriction indicator shall be furnished and installed by chassis manufacturer.

2. Alternator

- A. All public school buses shall be equipped with a heavy duty truck or bus type alternator having a minimum output rating of 130 amperes (amps) for Type A buses, and 200 amps for Types C and D buses. The alternator shall be capable of producing a minimum of 50 percent of its maximum rated output at the engine manufacturer's recommended idle speed.
- B. Buses equipped with electrically powered wheelchair lift, air conditioning or other accessories may be equipped with a device that monitors the electrical system voltage and advances the engine idle speed when the voltage drops to, or below, a pre-set level.
- C. Belt drive shall be capable of handling the rated capacity of the alternator with no detrimental effect on other driven components. Direct/gear-drive alternator is permissible in lieu of belt drive.

3. Axles

- A. The front and rear axles and suspension systems shall have a Gross Axle Weight Rating (GAWR) at ground commensurate with the respective front and rear weight loads that will be imposed by the bus.
- B. Rear axle shall be single speed, full-floating type.

4. Battery

- A. The storage batteries shall have minimum cold cranking capacity rating (cold cranking amps, or CCA) equal to the cranking current required for 30 seconds at 0 degrees (°) Fahrenheit (F) and a minimum reserve capacity rating of 120 minutes at 25 amps.

Higher capacities may be required, depending upon optional equipment and local environmental conditions.

- B. Batteries shall be mounted in a slide-out tray on the left side of the body in a compartment designed for batteries storage. When in the stored position, the tray shall be retained by a securing mechanism capable of holding the tray with batteries in position when subjected to a 5 gravity (g) load from any direction. The battery compartment door, if separate from the tray, shall be hinged at the front or top. It shall be secured by a positive operated latching system or other type fastener. The door may be an integral part of the battery slide tray. The door shall fit tightly to the body, and not presents sharp edges or snagging points. Battery cables shall meet Society of Automotive Engineers (SAE) requirements and shall be of sufficient length to allow the battery tray to fully extend.
- C. Type A public school bus batteries may be located in standard manufacturer's position.
- D. Buses may be equipped with a battery shut-off switch. The switch is to be placed in a location not readily accessible to the driver or passengers.

5. **Brakes**

- A. Four-wheel brakes, adequate at all times to control bus when fully loaded, shall be provided in accordance with FMVSS.
- B. The chassis brake system shall conform to the provisions of FMVSS 105 (*Hydraulic and Electric Brake Systems*), 106 (*Brake Hoses*), and 121 (*Air Brake Systems*) as applicable.
- C. Chassis shall be equipped with auxiliary brakes capable of holding vehicle on any grade on which it is operated under any conditions of loading on a surface free from snow or ice. Operating controls of such auxiliary brakes shall be independent of operating controls of service brakes.
- D. Public school buses having full compressed air systems shall be equipped with a minimum 13.2 cubic feet per minute (cfm) engine oil-fed air compressor.
 - 1. Air supply for air compressor shall be taken from the clean side of engine air cleaner system.
 - 2. A desiccant type air dryer with automatic purge and drain cycle and a heating element shall be installed on all air brake buses.
 - 3. Air brake systems shall include system for anti-compounding of the service and parking brakes.
- E. Public school buses using hydraulic brakes shall have power assist brakes. Hydraulic line pressure shall not exceed recommendation of chassis or brake manufacturer.
- F. All non-parking pawl transmissions shall incorporate a park brake interlock that requires the service brake to be applied to allow release of the parking brake.

6. Bumper, Front

- A. The front bumper on Types A2, C, and D public school buses shall be pressed steel channel, painted black at least three-sixteenths inches thick and not less than eight inches wide (high). It shall extend beyond the forward-most part of the body, grille, hood and fenders and shall extend to the outer edges of the fenders at the bumper's top line. Type A1 public school buses may be equipped with an Original Equipment Manufacturer (OEM) supplied front bumper. The front bumper shall be of sufficient strength to permit being pushed by another vehicle on a smooth surface with a five degree (8.7 percent) grade, without permanent distortion. The contact point on the front bumper is intended to be between the frame rails, with as wide a contact area as possible. If the front bumper is used for lifting, the contact points shall be under the bumper attachments to the frame rail brackets unless the manufacturer specifies different lifting points in the owner's manual. Contact and lifting pressures should be applied simultaneously at both lifting points.
- B. The front bumper shall be of sufficient strength to permit pushing a vehicle of equal gross vehicle weight (GVW) without permanent distortion to the bumper, chassis or body.
- C. The bumper shall be designed or reinforced so that it will not deform when the bus is lifted by a chain that is passed under the bumper (or through the bumper if holes are provided for this purpose) and attached to both tow hooks/eyes. For the purpose of meeting this specification, the bus shall be empty and positioned on a level, hard surface and both tow hooks/eyes shall share the load equally.

7. Clutch

- A. Torque capacity shall be equal to or greater than the engine torque output. Clutch facing shall be non-asbestos.
- B. A starter interlock shall be installed to prevent actuation of the starter if the clutch pedal is not depressed.

8. Color

- A. Chassis, including wheels, front bumper, rails and lettering shall be black. The balance of the bus shall be National School Bus Yellow (NSBY).
- B. Hood, cowl, and fenders shall be NSBY.
- C. All paint shall be lead-free.
- D. Exception: MFSAB buses shall not be painted NSBY (see item 81.).

9. Drive Shaft

- A. Drive shaft shall be protected by metal guard or guards to prevent it from whipping through floor or dropping to ground if broken.

10. Electrical System

- A. Battery (see item 4.).
- B. Alternator (see item 2.).
- C. Lights and signals (see item 21.).
- D. Wiring (see item 80.).
- E. Power terminal: Chassis manufacturer shall provide an electric power source terminal for bus body power connection. Wiring from the power source in wiring terminal shall have a current carrying capacity of 125 amps continuous (minimum four gauge wire). If the bus is to be equipped with Air Conditioning or Wheelchair Lift, current carrying capacity shall be increased to 150 amps continuous.
 - 1. This conductor shall be routed to cover the least distance practicable between points of termination. It should be of continuous size protected by fusible links, fuses, circuit breakers, or a resettable electronic circuit protection device, no more than 24 inches from the battery. The terminal shall be of the single post-type, minimum of one-fourth inch stud and located in an accessible location for service.
- F. Light terminal: The chassis manufacturer shall provide a wire terminal adjacent to or in the under dash area of the left side panel accessible to the body company for connection of rear brake lights, tail lights, turn signal lights, and back-up lights. A terminal strip consisting of individual terminals with each terminal properly identified shall be provided to meet this requirement.
- G. Fuses: All fuses shall be located in fuse block and properly identified for the circuit protected.
- H. Each chassis circuit shall be color-coded and a diagram of the circuits shall be included with the chassis.
- I. Wiring harness. All conductors from the alternator to the battery shall be continuous in length. The conductors shall be sized to provide at least a 25 percent greater current carrying capacity than the design output of the alternator (minimum four-gauge wire). The conductor between the alternator and the battery shall be routed in a manner that will provide the least distance between points of termination. A separate ground conductor from alternator to engine shall be provided (minimum four-gauge).

11. Electronic Road Speed Limiter

- A. An electronic road speed limiter shall be provided and set to limit road speed to 60 miles per hour (MPH) on all public school buses. Cruise control shall not be installed on public school buses painted NSBY.

12. Engine

- A. The engine shall be of the internal-combustion, four-stroke cycle type.
- B. Public school buses equipped with CNG, LPG gaseous or liquid injected, and other gaseous fuels engines shall be equipped with the valves, valve seats, and other necessary components hardened for the use with such fuels.

13. Exhaust System

- A. Exhaust pipe, muffler, after treatment system, and tail pipe shall be outside the bus body and attached to the chassis so that any other chassis component is not damaged.
- B. Size of tail pipe shall not be reduced after it leaves muffler.
- C. Exhaust system shall be properly insulated from fuel supply containers and fuel supply container connections by securely attached metal shield at any point where it is twelve inches or less from fuel supply container or fuel supply container connections/components.
- D. Muffler shall be corrosive resistant.
- E. The tail pipe and after treatment system shall be constructed of 16-gauge steel tubing of equal diameter.
- F. The tail pipe may be flush with, or shall not extend more than two inches beyond the bumper. The exhaust system shall be designed such that exhaust gas will not be trapped under the body of the bus.
- G. The tail pipe shall exit to the left of the emergency exit door in the rear of the vehicle, under or through the bumper.

14. Fenders, Front

- A. Total spread of outer edges of front fenders, measured at fender line, shall exceed total spread of front tires when front wheels are in straight-ahead position.
- B. Front fenders shall be properly braced and free from body attachments.

15. Fire Suppression Systems (Optional except for natural gas powered buses.)

- A. Natural gas-powered public school buses shall be equipped with an interior/exterior gas leak detection system and an automatic or manual fire suppression system in the engine compartment.
- B. All other public school buses may be equipped with a fire suppression system as an option.
- C. If equipped with a fire suppression system, it shall be located in the engine compartment.

- D. The fire suppression system nozzles shall be located in the engine compartment, under the bus, in the electrical panel or under the dash, but they shall not be located in the passenger compartment.
- E. The system shall be triggered by electronic activation through a control panel that provides an audible and visual alarm. The control panel shall be located within view and easy reach of the driver. The control panel shall supervise all suppression circuits. The fire suppressant chemical shall be Purple K (dry type), ABC (dry type) or FE-36 (liquid clean agent). A pressure gauge, light or monitor shall be mounted within the driver's compartment area to monitor the status of the charged chemical canister. If a light or monitor is utilized, a pressure gauge must still be provided at the charged chemical canister. The fire suppression system shall be capable of being activated whether the engine is running or not. The complete fire suppression system shall be warranted for a minimum of one year. The fire suppression manufacturer shall supply a written certification report that is specific to each application of installation. The fire suppression system shall not have a vehicle shut down system. A placard shall be placed in clear view of the driver that reads "IN CASE OF FIRE, STOP VEHICLE, SHUT OFF ENGINE", and any necessary instructions providing further driver directions.
- F. Option: Control panel may have a manual means of actuation accessible to the driver.

16. **Frame**

- A. Frame lengths shall be established in accordance with the design criteria for the complete vehicle.
- B. Making holes in top or bottom flanges or side units of the frame and welding to the frame shall not be permitted except as provided or accepted by the chassis manufacturer.
- C. Frames shall not be modified for the purpose of extending the wheel base.
- D. Any secondary manufacturer that modifies the original chassis frame shall provide a warranty at least equal to the warranty offered by the OEM, and shall certify that the modification and other parts or equipment affected by the modification shall be free from defects in material and workmanship under normal use and service intended by the OEM.

17. **Fuel Supply Container**

- A. Fuel supply container shall be rated for the appropriate passenger capacity of the vehicle, per manufacturer and FMVSS, but shall not be less than 25-gals for Type A public school buses and not less than 30-gals for Type C and D public school buses. The fuel supply container for alternative fuels shall be rated in the gasoline or diesel gallon equivalents. The fuel supply container shall be filled and vented to the outside of the body, and the fuel filler shall be placed on the right side in a location where accidental fuel spillage will not drop or drain on any part of the exhaust system. CNG and LPG cylinders shall have pressure relief device vented to the outside of the body and the fuel filler shall be placed on the right side in a location where access to filler port with high pressure fill connection can be made easily with filler hose.

- B. Fuel lines shall be mounted to the chassis frame in such a manner that the frame provides the maximum possible protection from damage.
- C. Fuel supply container may be mounted between the frame rails or outboard on the right side of the vehicle.
- D. The actual draw capacity of each fuel supply container shall be a minimum of 83 percent of the fuel supply container capacity. Alternative fuel capacity shall be equal to the gasoline or diesel equivalent.
- E. Exception: Type A public school buses that are specially equipped buses may allow for a left side fuel filler.
- F. The installation of alternative fuel supply containers and fuel systems shall comply with all applicable FMVSS, CFRs, all applicable fire codes, all applicable DOT requirements and applicable standards of the NFPA. All alternative fuel supply containers shall be securely mounted and protected to withstand a static force of eight times their weight from any direction. School bus manufacturers or installers of alternative fuel systems shall provide written certification that all applicable standards have been met. No parts of the fuel supply containers shall be mounted in the drivers or passengers compartment of the bus. No fuel supply container shall be mounted above or on top of the bus. Fuel supply containers and supply lines and fittings shall be steel and meet ASME codes.

18. Heating System, provision for

- A. The chassis engine shall have plugged openings for the purpose of supplying hot water for the bus heating system. The opening shall be suitable for attaching three-fourth inch pipe thread/hose connector. The engine shall be capable of supplying water having a temperature of at least 170° F at a flow rate of 50 pounds per minute at the return end of 30 feet of one-inch inside diameter automotive hot water heater hose (reference: School Bus Manufacturers Technical Council (SBMTC), Standard Code for Testing and Rating Automotive Bus Hot Water Heating and Ventilating Equipment).
- B. Type A public school buses shall use manufacturer's standard heating system.

19. Horn

- A. Each public school bus shall be equipped with a horn(s) of standard make with the horn(s) capable of producing a complex sound in bands of audio frequencies between 250 and 2,000 cycles per second, and tested in accordance with SAE J377 (*Horn – Forward Warning – Electric – Performance, Test, and Application*).

20. Instrument and Instrument Panel

- A. Chassis shall be equipped with the following instruments and gauges:
 - 1. Speedometer which will show speed.

2. Odometer which will show accrued mileage, including tenths of miles; tenths of miles can be accrued with trip odometer.
 3. Ammeter or voltmeter with graduated scale.
 4. Oil pressure gauge.
 5. Coolant temperature gauge.
 6. Fuel gauge.
 7. High beam headlamp indicator.
 8. Tachometer.
- B. All instruments or gauges shall be mounted on instrument panel in such manner that each is clearly visible to driver in normal seated position. Lights in lieu of gauges are not acceptable.
- C. Type A public school bus ammeter or voltmeter and its wiring shall be compatible with generating capacity. A tachometer is not required.

21. Lights and Signals

- A. Each chassis shall be equipped with not less than two headlights, beam controlled, and stop and tail lights, and two front turn signal lamps mounted on front fenders. Front turn signal lamps on Type D bodies shall be the same as the rear turn signals unless the turn signals are incorporated as a part of the headlight assemblies or otherwise incorporated into the front end design as approved by the VDOE.
- B. Lights shall be protected by fuse or circuit breakers.
- C. Self-canceling directional signal switch shall be installed by the chassis manufacturer. The directional signals shall activate only when ignition is in "ON" position.
- D. Daytime Running Lights (DRL) shall be required.
- E. Brake air pressure gauge (air brakes), brake indicator lamp (vacuum/hydraulic brakes), or brake indicator lamp (hydraulic/hydraulic) shall be required.
- F. Turn signal indicator shall be required.
- G. Engine pre-heater lamp is required, where appropriate.
- H. Instruments and controls shall be illuminated as required by FMVSS 101 (*Controls and Displays*).

22. Oil Filter

- A. An oil filter with a replaceable element shall be provided and connected by flexible oil lines if it is not a built-in or an engine-mounted design. The oil filter shall have a capacity in accordance with the engine manufacturer's recommendation.

23. Openings

- A. All openings in floorboard or firewall between chassis and passenger-carrying compartment, such as for gearshift lever and auxiliary brake lever, shall be sealed.

24. Passenger Load

- A. GVW shall not exceed maximum GVWR as established by manufacturer.
- B. Actual GVW shall not exceed the chassis manufacturer's GVWR for the chassis, nor shall the actual weight carried on any axle exceed the chassis manufacturer's Gross Axle Weight Rating (GAWR).

25. Retarder System (Optional)

- A. A retarder system, if used, shall limit the speed of a fully loaded school bus to 19.0 mph on a 7 percent grade for 3.6 miles.

26. Shock Absorbers

- A. All public school and MFSAB buses shall be equipped with front and rear double-acting shock absorbers compatible with manufacturer's rated axle capacity.

27. Springs and Suspension Systems

- A. Springs or suspension assemblies shall be of ample resiliency under all load conditions and of adequate strength to sustain loaded bus without evidence of overload.
- B. Springs or suspension assemblies shall be designed to carry their proportional share of GVW.
- C. Rear springs shall be of progressive, variable, parabolic or air ride type.
- D. Stationary eye of the front spring shall be protected by full wrapper leaf in addition to main leaf.
- E. The capacity of springs or suspension assemblies shall be commensurate with the chassis manufacturer's GVWR and chassis specification minimums.

28. Steering Gear

- A. Steering gear shall be approved by chassis manufacturer and designed to assure safe and accurate performance when vehicle is operated with maximum load and maximum speed.

- B. No changes shall be made in steering apparatus that are not approved by chassis manufacturer.
- C. There shall be clearance of at least two inches between steering wheel and cowl instrument panel, windshield, or any other surface.
- D. Power steering is required and shall be of the integral type with integral valves.
- E. The steering system shall be designed to provide a means for lubrication of all wear-points that are not permanently lubricated.

29. Tires and Rims

- A. Tire and rim sizes, shall be based upon current standards of The Tire and Rim Association, Inc. (TRA).
- B. Total weight imposed on any tire shall not be above the current standard of the TRA.
- C. DRW shall be provided on all public school buses.
- D. All tires on public school buses shall be of the same size and shall meet or exceed the load range rating of the TRA for required GAWR.
- E. Spare tire, if required, shall be suitably mounted in accessible location outside passenger compartment.

30. Towing Attachment Points

- A. Front and/or rear towing devices (i.e., tow hooks, tow eyes, or other designated towing attachment points) shall be furnished to assist in the retrieval of buses that are stuck and/or for towing buses when a wrecker with a “wheel lift” or an “axle lift” is not available or cannot be applied to the towed vehicle.
- B. Towing devices shall be attached to the chassis frame either by the chassis manufacturer or in accordance with the chassis manufacturer’s specifications.
- C. Each towing device shall have a strength rating of 13,500 pounds each for a combined rating of 27,000 pounds with the force applied in the rearward direction, parallel to the ground, and parallel to the longitudinal axis of the chassis frame rail.
- D. The towing devices shall be mounted such that they do not project forward of the front bumper or rearward of the rear bumper.
- E. Type A public school buses are exempt from this requirement for front tow hooks or eyes due to built-in crush zones. Tow eyes or hooks shall be furnished and attached so they do not project beyond the front bumper.

31. Transmission

- A. Mechanical type transmission shall be synchromesh except first and reverse gears. Its design shall provide not less than five forward and one reverse speeds; fifth gear shall be direct.
- B. Automatic transmissions are permissible when equipped with a parking pawl or approved parking brake system.
- C. Automatic transmissions incorporating a parking pawl shall have a transmission shifter interlock controlled by the application of the service brake to prohibit accidental engagement of the transmission. All non-parking pawl transmissions shall incorporate a park brake interlock that requires the service brake to be applied to allow release of the parking brake (see item 5.F.).

32. Turning Radius

- A. Chassis with a wheel base of 264 inches or less shall have a right and left turning radius of not more than 42.5 feet, curb to curb measurement.
- B. Chassis with a wheel base over 264 inches shall have a right and left turning radius of not more than 44.5 feet, curb to curb measurement.

33. Weight Distribution

- A. Shall be established by chassis manufacturer's engineering department.

34. Wheels

- A. Disc wheels are required.

SPECIFICATIONS FOR THE PUBLIC SCHOOL BUS BODY**35. Aisle**

- A. Minimum clearance of all aisles, including aisle (or passageway between seats) leading to emergency door shall be 12 inches. Aisles shall be unobstructed at all times.

36. Back-up Alarm

- A. An automatic audible alarm shall be installed behind the rear axle and shall comply with the published SAE J994b (*Backup Alarm Standards*) providing a minimum of 112 decibels (dB), or shall have a variable volume feature that allows the alarm to vary from 87 dB to 112 dB sound level, staying at least 5 dB above the ambient noise level.

37. Bumper, Rear

- A. Rear bumper shall be of pressed steel channel at least three sixteenth of an inch by 9.5 inches.
- B. It shall be wrapped around back corners of bus. It shall extend forward at least 12 inches, measured from rear-most point of body at floor line.
- C. Bumper shall be attached to chassis frame in such manner that it may be easily removed, shall be so braced as to develop full strength of bumper section from rear or side impact, and shall be so attached as to prevent hitching of rides.
- D. Rear bumper shall extend beyond rear-most part of body surface at least one inch, measured at floor line.
- E. Exception: Type A public school buses - Rear bumper shall be standard type furnished by chassis manufacturer as part of chassis on conversions. Body manufacturer will furnish bumper on cutaway chassis.

38. Child Check System

- A. All public school buses shall be equipped with an electronic audible and visual warning device that requires driver deactivation after the driver walks to the rear of the bus checking for children.

39. Color

- A. The public school bus body including hood, cowl, external speakers and fenders shall be painted uniform color NSBY. Prior to the application of the finish coats to the bus body, hood and cowl, external speakers and fenders, all surfaces shall be cleaned of grease, foreign matter, excessive body caulking, sealing material and treated as per paint manufacturer's recommendation for proper adhesion.
- B. Grill shall be NSBY, silver, or gray, if painted; otherwise it shall be chrome or anodized aluminum.
- C. Rear bumper, body trim, and rub rails shall be painted black. Must meet color requirements specific to bus (see item 8.).
- D. The roof of the public school bus may be painted white extending down to the drip rails on the sides of the body except that front and rear roof caps shall remain NSBY.
- E. All paint shall be lead-free.
- F. Paint shall be applied for a total dry thickness of at least 1.8 mils over all painted surfaces.
- G. Exception: The public MFSAB bus shall not be painted NSBY. Bumpers, body trim and rub rails may be painted a different color other than black (see item 81.).

- H. Retro-reflective tape material shall be Type V or better, as determined by the ASTM D4956-90 (*Standard Specifications for Reflective Sheeting for Traffic Control*).
1. The rear of the public school bus body shall be marked with strips of retro-reflective NSBY material to outline the perimeter of the back of the bus using material which conforms to the requirements of FMVSS 131 (*School Bus Pedestrian Safety Devices, Table 1*). The perimeter marking of rear emergency exits per FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*), and/or the use of retro reflective “SCHOOL BUS” signs partially accomplishes the objective of this requirement. To complete the perimeter marking of the back of the bus, strips of retro-reflective NSBY material a minimum of one inch and a maximum of two inches in width, shall be applied horizontally above the rear windows and above the rear bumper, extending from the rear emergency exit perimeter, marking outward to the left and right rear corners of the bus. Vertical strips shall be applied at the corners connecting these horizontal strips.
 2. “SCHOOL BUS” signs shall be marked with retro reflective NSBY material comprising background for lettering of the front and/or rear “SCHOOL BUS” signs.
 3. Sides of the public school bus body shall be marked with a minimum of one inch and a maximum of two inches in width retro reflective NSBY material, extending the length of the bus body and located vertically between the floor line and the beltline.
- I. The back of all mirrors shall be non-gloss black.

40. Communication and Camera Systems (Optional)

- A. Communication Systems.
1. The radio mounting shall be in the driver’s compartment in a safe, secure location, so as not to interfere with normal bus operation.
 2. Mounting shall be permanent. Temporary mountings will not be acceptable.
 3. Wiring shall be protected by a proper fuse or circuit breaker and permanently connected to an accessory circuit shut off by ignition switch. Plug-in type connections are not acceptable.
 4. Antenna shall be permanently mounted so as not to interfere with driver’s vision of roadway. Antenna lead-in cable shall be permanently secured with the proper clamps, grommets, and sealant. Antenna cable may not pass through window opening.

- B. Public Address System.
1. For use by driver, the system shall contain an inside speaker and/or an external speaker that is of special use when driver needs to caution pupils about surrounding dangers at school bus stops. Inside speakers shall be recessed type.
- C. AM/FM Radio, CD Player.
1. Shall be properly mounted by the body manufacturer or local shop personnel.
 2. All wiring shall be properly connected and concealed and any speakers shall be of recessed type.
 3. No internal speakers, other than the driver's communication systems, may be installed within 4 feet of the driver's seat back in its rearmost upright position.
- D. Interior Camera Systems.
1. The recording equipment shall be installed in an area at the front of the bus.
 2. The equipment shall be mounted outside the federal head impact zone, FMVSS 222 (*School Bus Passenger Seating and Crash Protection*).
 3. The equipment shall be located in an area not likely to cause student injury.
 4. The equipment shall have no sharp edges or projections.
- E. Exterior Camera System Monitors.
1. Exterior view camera systems may be installed to view areas of restricted visibility outside of the public school bus and shall meet the following criteria:
 - a. Shall not be mounted where it blocks the driver view in any direction.
 - b. Shall only activate when the bus is in reverse for a rear camera or when the bus is in park or has the turn signals activated for side cameras.
 - c. Shall be automatically controlled without requiring driver action.
 - d. The exterior camera system monitor may be incorporated as part of the interior rear view mirror and shall not interfere with the normal use of the mirror.
- F. Stop Arm Video Monitoring Systems.
1. Stop Arm video monitoring systems on public school buses shall include the minimum system requirements established by the *Code of Virginia*.

- a. The system shall produce live digital and recorded video of vehicles being operated in violation of the *Code of Virginia*.
- b. The system shall produce a recorded image of the license plate
- c. The system shall record the activation status of at least one warning device (activation of either and/or the red traffic warning lights and the side stop sign) mounted on the public school bus and the time, date, and location of the vehicle when the image is recorded.
- d. The system shall not obscure the lettering on the side of the bus.
- e. The system shall not impede or block any emergency exits.
- f. Wiring shall not be mounted on the outside of the public school bus and shall not be mounted inside the driver/passenger area.
- g. All roof and side mounting locations shall be sealed to ensure no leaks.
- h. The system shall have separate wiring from any emergency lights, alarms, etc.
- i. All exterior camera housings shall be painted NSBY.
- j. The system shall operate automatically and not require driver activation.
- k. Vendor/Manufacturer shall provide documentation to the locality that the system is properly mounted and camera(s) are capturing clear video identifying a moving vehicle.
- l. Vendor/Manufacturer shall warranty the complete system for at least 12 months after the school division accepts documentation of mounting.
- m. Exterior camera(s) shall be designed to eliminate movement due to vandalism and rough roads.

41. Construction, Types C and D Public School Buses

- A. Construction of public school bus body shall meet all requirements of FMVSS 220 (*School Bus Rollover Protection*), 49 CFR § 571.220, FMVSS 221 (*School Bus Joint Strength*), 49 CFR § 571.221, and all other applicable federal standards.
- B. Construction shall be of prime commercial quality steel, or other material with strength at least equivalent to all steel as certified by bus body manufacturer. All such construction materials shall be fire resistant.
- C. Construction shall provide a reasonable dust proof and watertight unit.

- D. Bus Body: The roof bows, body posts, strainers, stringers, floor, inner and outer linings, rub rails and other reinforcements shall be of sufficient strength to support entire weight of fully loaded vehicle on its top or side if overturned. Bus body as unit shall be designed and built to provide impact and penetration resistance.
- E. Side Posts and Roof Bows: There shall be a body side post and roof bow fore and aft of each window opening. This may be a continuous bow or two separate pieces effectively joined.
- F. Floor: Shall be of prime commercial quality steel of at least 14-gauge or other metal or other material at least equal in strength to 14-gauge steel. Floor shall be level from front to back and from side to side except in wheel housing, toe board, and driver's seat platform areas. When plywood is used, it shall be of one-half inch exterior B.B. Grade or equivalent and securely fastened to the existing steel floor.
- G. Roof Strainers: Two or more roof strainers or longitudinal members shall be provided to connect roof bows, to reinforce flattest portion of roof skin, and to space roof bows. These strainers may be installed between roof bows or applied externally. They shall extend from windshield header and, when combined with rear emergency doorpost, are to function as longitudinal members extending from windshield header to rear floor body cross member. At all points of contact between strainers or longitudinal members and other structural material, attachment shall be made by means of welding, riveting or bolting.
- H. Floor Sills: There shall be one main body sill at each side post and two intermediate body sills on approximately ten inch centers. All sills shall be of equal height, not to exceed three inches. All sills shall extend width of body floor except where structural members or features restrict area. Main body sill shall be equivalent to or heavier than 10-gauge and each intermediate body sill shall be equivalent to or heavier than 16-gauge, or each of all sills shall be equivalent to or greater than 14-gauge. All sills shall be permanently attached to floor. Connections between sides and floor system shall be capable of distributing loads from vertical posts to all floor sills.
- I. All openings between chassis and passenger-carrying compartment made due to alterations by body manufacturers shall be sealed (see item 61.).
- J. A cover shall be provided for the opening to the fuel supply container fill pipe.
- K. A moisture and rustproof removable panel shall be provided in the floor for access to the fuel supply container sender gauge. It shall be designed for prolonged use and adequate fastening to the floor.

42. Construction, Type A Public School Bus

- A. Construction of public school bus body shall meet all requirements of FMVSS 220 (*School Bus Rollover Protection*), 49 CFR § 571.220, and all other applicable federal standards.

- B. Body joints created by body manufacturer shall meet the 60 percent joint strength provision required in FMVSS 221 (*School Bus Body Joint Strength*), 49 CFR § 571.221, for Types C and D public school buses.
- C. Construction shall be of prime commercial quality steel or other material with strength at least equivalent to all steel as certified by bus body manufacturer. All such construction materials shall be fire resistant.
- D. Construction shall provide reasonably dustproof and watertight unit.
- E. Bus Body: The roof bows, body posts, strainers, stringers, floor, inner and outer linings, rub rails and other reinforcements shall be of sufficient strength to support entire weight of fully loaded vehicle on its top or side if overturned. Bus body as unit shall be designed and built to provide impact and penetration resistance.
- F. Floor: Plywood of one-half inch exterior B.B. Grade or equivalent shall be applied over the existing steel floor and securely fastened. Floor shall be level from front to back and from side to side except in wheel housing, toe board, and driver seat platform areas.
- G. Roof strainers: Two or more roof strainers or longitudinal members shall be provided to connect roof bows to reinforce flattest portion of roof skin, and to space roof bows. These strainers may be installed between roof bows or applied externally. They shall extend from windshield header to rear body header over the emergency door. At all points of contact between strainers of longitudinal members and other structural material, attachment shall be made by means of welding, riveting, or bolting.
 - 1. After load as called for in Static Load Test Code has been removed, none of the following defects shall be evident:
 - a. Failure or separation at joints where strainers are fastened to roof bows.
 - b. Appreciable difference in deflection between adjacent strainers and roof bows.
 - c. Twisting, buckling, or deformation of strainer cross-section.
- H. Area between floor and window line shall be restructured inside to include at least four vertical formed reinforcement members extending from floor to window line rail. They shall be securely attached at both ends.
- I. Rear Corner Reinforcements: Rear corner framing of the bus body between floor and window sill and between emergency door post and last side post shall consist of at least one structural member applied horizontally to provide additional impact and penetration resistance equal to that provided by frame members in areas of sides of body. Such member shall be securely attached at each end.
- J. All openings between chassis and passenger-carrying compartment made due to alterations by body manufacturers shall be sealed (see item 61.).

43. Defrosters

- A. Defrosting and defogging equipment shall direct a sufficient flow of heated air onto the windshield, the window to the left of the driver and the glass in the viewing area directly to the right of the driver to eliminate frost, fog and snow. (Exception: The requirements of this standard do not apply to the exterior surfaces of double pane storm windows.)
- B. The defrosting system shall conform to SAE J381 (*Windshield Defrosting Systems Test Procedure and Performance Requirements – Trucks, Buses, and Multipurpose Vehicles*).
- C. The defroster and defogging system shall be capable of furnishing heated, outside ambient air, except that the part of the system furnishing additional air to the windshield, entrance door and step well may be the recirculating air type.
- D. Types C and D public school buses shall have two auxiliary fans. Auxiliary fans are not required on Type A public school buses.

44. Doors

- A. Service door shall be under the driver's control, and designed to afford easy release and to provide a positive latching device, on manual operating doors, to prevent accidental opening.
 - 1. When a hand lever is used, no parts shall come together that will shear or crush fingers. Manual door controls shall not require more than 25 lbs of force to operate. Power-operated door controls are allowed (see item 44.A.8.).
 - 2. The door shall be located on the right side of bus, opposite driver and the driver's direct view.
 - 3. Service door shall have minimum horizontal opening of 24 inches and minimum vertical opening of 68 inches.
 - 4. The door shall be of split-type, outward opening type.
 - 5. All door glass shall be approved safety glass. Bottom of each lower glass panel shall not be more than ten inches from the top surface of the bottom step. Top of each upper glass panel when viewed from the interior shall not be more than three inches below the interior door control cover or header pad.
 - 6. Vertical closing edges shall be equipped with flexible material to protect children's fingers.
 - 7. The door opening shall be equipped with padding at the top of each door. Padding shall be at least three inches wide and one inch thick and extend the full width of the door opening.
 - 8. For power-operated service doors, an emergency release valve, switch or device to release the service door shall be placed above, or to the immediate left or right

of the door, and shall be clearly labeled in a color to contrast with the background of the label. The emergency release valve, switch or device shall work in the absence of power.

- B. Rear Emergency Door Types C and D Public School Buses.
1. Emergency door shall be located in center of rear end of bus.
 2. Rear emergency door shall have minimum horizontal opening of 24 inches and minimum vertical opening of 45 inches measured from floor level.
 3. Rear emergency door shall be hinged on right side and shall open outward and be equipped with an adequate strap or stop to prevent door from striking lamps or right rear of body. Such strap or stop shall allow door to open at least at a 90-degree angle from closed position.
 4. Exception: Type D (RE) public school buses - Emergency door shall be located on the left side, shall be hinged on the front side and open outward. Door shall meet all requirements of FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*), 49 CFR § 571.217.
 5. The upper portion of the emergency door shall be equipped with approved safety glazing, the exposed area of which shall be at least 400 square inches. The lower portion of the rear emergency door shall be equipped with a minimum of 350 square inches of approved safety glazing. This glass shall be protected by a metal guard on the inside. This guard shall be free of any sharp edges that may cause injury to passengers.
 6. There shall be no steps leading to emergency door.
 7. When not fully latched, emergency door shall actuate signal audible to driver by means of mechanism actuated by latch.
 8. Words "EMERGENCY DOOR," both inside and outside in black letters two inches high, painted or vinyl, shall be in compliance with FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*).
 9. The emergency door shall be designed to open from inside and outside bus. It shall be equipped with a slide bar and cam-operated lock located on left side of door and fastened to the door framing. The slide bar shall be approximately 1.25 inches wide and three-eighth inch thick and shall have a minimum stroke of 1.25 inches. The slide bar shall have a bearing surface of a minimum of three-quarter inch with the door lock in a closed position. Control from driver's seat shall not be permitted. Provision for opening from outside shall consist of non-detachable device so designed as to prevent hitching to, but to permit opening when necessary. Door lock shall be equipped with interior handle and guard that extend approximately to center of door. It shall lift up to release lock.

10. All doors shall be equipped with padding at the top edge of each door opening. Pad shall be at least three inches wide and one inch thick and extend the full width of the door opening.
11. There shall be no obstruction higher than one quarter-inch across the bottom of any emergency door opening. Fasteners used within the emergency exit opening shall be free of sharp edges or burrs.

C. Rear Emergency Door, Type A Public School Buses.

1. Emergency door shall be located in center of rear end of bus and shall be equipped with fastening device for opening from inside and outside body, which may be quickly released but is designed to offer protection against accidental release. Control from driver's seat shall not be permitted. Provision for opening from outside shall consist of device designed to prevent hitching to but to permit opening when necessary.
2. No seat or other object shall be placed in the bus which restricts passageway to emergency door to less than 12 inches.
3. The lower portion of the rear emergency door shall be equipped with a minimum of 350 square inches of approved safety glazing.

D. Security Locking System.

1. A locking system to lock the emergency door(s) or roof hatch exits and the entrance door may be installed.
2. The system shall meet requirements of FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*) and be equipped with an interlock in the chassis starting circuit and an audible alarm to indicate when an emergency exit is locked while the ignition switch is in the "ON" position.
3. A cutoff switch on the interlock circuit or any exit equipped with a lock and hasp shall not be allowed.
4. The service door lock system shall not permit hooking or snagging during passenger egress/ingress.

45. Emergency Equipment

A. Fire Extinguisher.

1. Each public school bus shall be equipped with one dry-chemical fire extinguisher of at least five-pound capacity with pressure indicator, mounted in extinguisher manufacturer's bracket of automotive type, and located in full view and in an accessible place in the front of the bus.

2. The fire extinguisher shall bear label of Underwriters Laboratories, Inc. (UL), showing a rating of 2-A:10-BC, or greater.
3. The fire extinguisher shall have aluminum, brass, or steel: valves; heads; check stems; siphon tubes; levers; safety pins; chain; handles; and metal hanging bracket (plastic shall not be used for these parts).

B. First Aid Kit.

1. Each public school bus shall have a removable, Grade A metal, first aid kit, unit-type, mounted in full view and in an accessible place in the front of the bus and identified as a first aid kit.

2. The first aid kit shall contain the following items:

	<u>Unit</u>
a. Bandage compress (sterile gauze pads) 4-inch	3
b. Bandage compress (sterile gauze pads) 2-inch	2
c. Adhesive absorbent bandage (non-adhering pad) 1 x 3-inch	2
d. Triangular bandage, 40-inch	2
e. Gauze bandage, 4-inch	2
f. Absorbent-gauze compress	1
g. Antiseptic applicator (swab type) 10 per unit (Zephiran Chloride/Green Soap type)	2
h. Bee sting applicator (swab type) 10 per unit	1
i. Pair medical non-latex examination gloves	1
j. Mouth-to-mouth airway	1

C. Body Fluid Clean-up Kit.

1. Each public school bus shall have a removable, Grade A metal or rigid plastic kit, mounted in an accessible place and identified as a body fluid clean-up kit with a directions for use sheet attached to the inside cover.

2. The body fluid clean-up kit shall be moisture proof and properly mounted or secured in a storage compartment. Contents shall include, but not be limited to, the following items:

	<u>Unit</u>
a. Non-latex gloves	1 pair
b. Pick-up spatula or scoop	1
c. Face mask	1
d. Infectious liquid spill control powder	1 bag
e. Anti-microbial hand wipes – individually wrapped	2
f. Germicidal disinfectant wipe – tuberculocidal	1
g. Plastic disposal bag with tie	1

D. Seat Belt Cutter.

1. Each public school bus shall be equipped with a durable webbing cutter having a full width handgrip and a protected, replaceable or non-corrodible blade. The required belt cutter shall be mounted in a location accessible to the seated driver in an easily detachable manner.

E. Warning Devices.

1. Each public school bus shall be equipped with a kit containing three reflectorized triangular warning devices meeting requirements of FMVSS 125 (*Warning Devices*), 49 CFR § 571.125.
2. The warning devices kit shall be securely mounted.

46. Emergency Exits

- A. Each emergency exit shall comply with FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*), 49 CFR § 571.217, regarding the number of exits, types of exits and location of exits based on the capacity of the vehicle.

1. Side Emergency Exit Doors.

- a. A dedicated aisle of at least 12 inches in width, referenced to the rear of the emergency exit door is required.
- b. Side emergency exit doors shall be hinged on the forward edge.
- c. When not fully latched, side emergency exit door shall actuate a signal audible to the driver by means of a mechanism actuated by the latch when the ignition switch is on.

- d. A security locking system designed to prevent vandalism may be installed (see item 44.D.).

2. Roof Exits/Vents.

- a. All public school buses shall be equipped with a minimum of one emergency roof exit/vent.
- b. When not fully latched, this exit shall actuate a signal audible to the driver by means of a mechanism actuated by the latch when the ignition switch is on.
- c. A roof exit/vent security locking system designed to prevent vandalism may be installed (see item 44.D.).
- d. Roof exits/vents shall have rustproof hardware.
- e. Roof exits/vents shall be hinged in the front and be equipped with an outside release handle.

3. Emergency Exit Windows.

- a. Push-out emergency windows are permissible, if required by FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*), 49 CFR § 571.217.
- b. When not fully latched, the emergency exit window shall actuate a signal audible to the driver by means of a mechanism actuated by the latch.
- c. No emergency exit window shall be located directly in front of a side emergency exit door.
- d. Type D (RE) public school bus emergency window shall have a lifting assistance device that will aid in lifting and holding the rear emergency window open.

47. Floor Covering

- A. Floor in under seat area, including tops of wheel housings, driver's compartment and toe board shall be covered with fire-resistant rubber floor covering or an approved equivalent, having minimum overall thickness of .125 inch. Driver's compartment and toe board area shall be trimmed with molding strips behind the cowl face line.
- B. Floor covering in aisle shall be of aisle-type fire resistant rubber or an approved equivalent, nonskid, wear-resistant and ribbed. Minimum overall thickness shall be .1875 inch measured from tops of ribs and have a calculated burn rate of 0.1 or less, using the test methods, procedures and formulas listed in FMVSS 302 (*Flammability of Interior Materials*). Rubber floor covering shall meet federal specifications ZZ-M71d.

- C. Floor covering shall be permanently bonded to floor, and shall not crack when subjected to sudden changes in temperature. Bonding or adhesive material shall be waterproof and shall be of the type recommended by manufacturer of floor-covering material. All seams shall be sealed with waterproof sealer.
- D. All floor covering seams shall be covered with trim and fastened with screws.
- E. Types C and D public school buses shall have a flush-mounted, screw-down plate that is secured and sealed to provide access to the fuel supply container sending unit and/or fuel pump. This plate shall not be installed under flooring material.

48. Handrails

- A. A minimum of one handrail shall be installed. The handrail(s) shall assist passengers during entry or exit, and shall be designed to prevent entanglement, as evidenced by the passing of the National Highway Traffic Safety Administration (NHTSA) string and nut test.

49. Heating Systems

- A. Hot water heaters of fresh air or combination fresh air and recirculating type, with power defrosters, are required.
- B. Heaters shall bear nameplate rating affixed by heater manufacturer on top of heater shell.
- C. Heaters shall be capable of maintaining inside temperature of 50° F, with an outside temperature of 20° F when the bus is loaded to one-half capacity (SAE test procedure J2233).
- D. The heater wiring shall be connected to the cold side of the ignition switch through a continuous duty solenoid relay.
- E. The power defroster shall deliver a sufficient amount of heated air distributed through a windshield duct, nozzle or nozzles to defog and de-ice the entire windshield, and to defog the driver's window. The duct, nozzle, or nozzles shall be designed to prevent objects from being placed in any manner that would obstruct the flow of air.
- F. Types C and D public school buses shall have water circulation cut-off valves in the supply and return lines, a minimum of three-quarter inch diameter (except Type A public school buses) and shall be located at or near the engine. A water flow-regulating valve in the pressure line for convenient operation by the driver is also required. All valves shall be one-quarter turn ball type. The driver and passenger heaters may operate independently of each other for maximum comfort.
- G. Heater hoses, including those in engine compartment, shall be supported in such manner that hose chafing against other objects will not occur nor shall suspended water lines interfere with routine vehicle maintenance.
- H. All water hoses in driver or passenger area shall be shielded.

- I. An auxiliary heater of recirculating type, having a minimum capacity of 60,000 BTU output, shall be installed aft of rear wheel housing. There shall be a grille or guard over exposed heater cores to prevent damage by pupils' feet.
- J. Exception: Types A and D public school buses.
 - 1. Front heater with high output and defroster shall be furnished by the chassis manufacturer.
 - 2. The body manufacturer shall provide an additional under seat heater near the rear of the bus.

50. **Passenger Compartment Air Conditioning (Optional)**

- A. The following specifications are applicable to all types of public school and public MFSAB buses that may be equipped with air conditioning.
 - 1. A standard performance air conditioning system should cool the interior of the bus from 100° to 80° F, measured at three points (minimum) located four feet above the floor on the longitudinal centerline of the bus. The three required points shall be: (1) three feet above the center point of the horizontal driver seat surface, (2) at the longitudinal midpoint of the body, and (3) three feet forward of the rear emergency door or, for Type D (RE) public school buses, three feet forward of the end of the aisle. Note for Type A public school buses, placement of the rear thermocouple should be centered in the bus over the rear axle. The independent temperature reading of each temperature probe inside the bus shall be within a range of +/- 3° F of the average temperature at the conclusion of the test.
 - 2. A high performance air conditioning system should cool the interior of the bus from 100° F to 70° F, measured at three points (minimum) located four feet above the floor on the longitudinal centerline of the bus. The three required points shall be: (1) three feet above the center point of the horizontal driver seat surface, (2) at the longitudinal midpoint of the body, and (3) three feet forward of the emergency door or, for Type D (RE) buses, three feet forward of the end of the aisle. The independent temperature reading of each temperature probe inside the bus shall be within a range of +/- 3° F of the average temperature at the conclusion of the test. The test conditions under which the above performance standards must be achieved shall consist of (1) placing the bus in a room (such as a paint booth) where ambient temperature can be maintained at 100° F; (2) heat-soaking the bus at 100° F at a point measured 2 feet horizontally from the top of the windows on both sides of the bus, with windows open for two hours; and (3) closing windows, turning on the air conditioner with the engine running at 1,250 +/- 50 RPM, and cooling the interior of the bus to 80° F (standard performance) or 70° F (high performance), within 30 minutes, while maintaining 100° F outside temperature. The manufacturer shall provide facilities for the user or user's representative to confirm that a pilot model of each bus design meets the above performance requirements.

3. Other Requirements.

- a. Evaporator cases, lines and ducting (as equipped) shall be designed in such a manner that all condensation is effectively drained to the exterior of the bus below the floor level under all conditions of vehicle movement and without leakage on any interior portion of the bus.
- b. Evaporators and ducting systems shall be designed and installed to be free of projections or sharp edges. Ductwork shall be installed so that exposed edges face the front of the bus and do not present sharp edges.
- c. On school buses equipped with Type-2 seatbelts having anchorages above the windows, the ducting (if used) shall be placed at a height sufficient to not obstruct occupant securement anchorages. This clearance shall be provided along the entire length (except at evaporator locations) of the passenger area on both sides of the bus interior.
- d. The body may be equipped with additional insulation, including sidewalls, back walls, roof, firewall, inside body bows, and plywood or composite floor insulation to reduce thermal transfer.
- e. All glass (windshield, service and emergency doors, side and rear windows) may be equipped with maximum integral tinting allowed by the *Code of Virginia* for the respective locations, except that windows rear of the driver's compartment, if tinted, shall have approximately 28 percent light transmission.
- f. Electrical generating capacity shall be provided to accommodate the additional electrical demands imposed by the air conditioning system.
- g. Air intake for any evaporator assembly(ies), except for front evaporator of Type A1 public school buses, shall be equipped with replaceable air filter(s) accessible without disassembly of evaporator case.
- h. In all public school buses (except Type D (RE) buses) equipped with a rear evaporator assembly, the evaporator shall not encroach upon head impact zone, but may occupy an area of less than 26.5 inches from the rear wall and 14 inches from the ceiling.
- i. For Type D (RE) public school buses equipped with a rear evaporator over the davenport, the evaporator assembly shall not interfere with rear exit window and may not extend above the rear seating row.

51. Hinges

- A. All exterior metal door hinges shall be designed to allow lubrication to be channeled to the center 75 percent of each hinge loop without disassembly, unless they are constructed of stainless steel, brass or non-metallic hinge pins or other designs that prevent corrosion.

52. Identification of Public School Buses

- A. All lettering shall be of black paint or vinyl decal and conform to “Series B” for Standard Alphabets for Highway Signs. The words “SCHOOL BUS” shall be on reflective yellow background (see Diagrams 1 and 2, pages 62-63). For purposes of identification, public school buses shall be lettered as follows:
1. Both the front and rear of the body shall bear the words, “SCHOOL BUS” in black letters eight inches in height.
 2. The bus number shall be placed just back of the front warning sign on the left side, just behind the entrance door on the right side and be four inches high. The number is required on the left side of the front bumper (driver’s side). The number shall be placed on the rear body of the bus and shall be four inches high.
 3. (Name of) County Public Schools or (Name of) City Public Schools shall be placed on each side of the public school bus body at the beltline and be four inches high.
 4. Type of Fuel: Identification of fuel type shall be in two inch lettering adjacent to the fuel filler opening.
 5. A sign with black letters on clear or NSBY background, indicating the type of alternative fuel being used, may be placed on the side of the bus near the entrance door. No sign shall be more than 4.75 inches long or more than 3.25 inches high.
 6. Options: The following lettering and signs are options, but if equipped, they shall conform to these specifications:
 - a. The bus number shall be placed in the center of the public school bus roof with black (twelve inches minimum) numbers.
 - b. The bus number (four inches minimum) shall be placed on the inside rear header with black paint or vinyl decals. It shall not interfere with the Emergency Door letterings.
 - c. Battery: The location of the battery identified by the word “Battery” or “Batteries” on the battery compartment door in two inch lettering.
 - d. Traffic Warning Lights Sign: Shall be placed in between the top and bottom glass on the rear emergency door, and lettered “STOP WHEN RED LIGHTS FLASH.” The sign shall be marked with retro-reflective NSBY material comprising background for black letters, four inches in height. On Type D (RE) buses, the sign shall be placed in the center of the engine door. Exception: The sign shall not be mounted on any public MFSAB bus.
 - e. Stop for Railroad Crossing Sign: The sign shall be placed on the rear of the public school bus.

- f. Identification Sign for Students: A sign with symbols and/or numbers displaying identification information for the students of the bus or route served shall be mounted on the right side of the bus near the entrance door. The sign shall be no larger than 121 square inches.
 - g. American Flag Decals: Non-reflective, American Flag decals, no larger than six inches by ten inches shall be placed on the exterior of the bus, on both sides and/or at the rear of Types C and D public school buses. The decals shall be centered between the top two rub rails and mounted so that the right edge of the decal is no closer than three inches from the bus number or so that the left edge of the decal is no further than twelve inches from the bus number. A rear decal shall be centered in the rear of the bus. Type A public school buses shall mount the American Flag decals below the second rub rail and centered below the bus number on both sides.
 - h. Bus Safety Hotline Sign: A sign with yellow lettering on black background may be mounted in the center of the rear bumper with the letters "School Bus Safety Hotline Call (area) xxx-xxxx." The sign is not to exceed 3.25 inches high x ten inches wide.
7. Only manufacturer or dealer's identification, logos, signs or other items approved by the VDOE may be displayed.

53. Inside Height

- A. Inside body height shall be 72 inches or more, measured metal to metal, at any point on longitudinal center line from front vertical bow to rear vertical bow.
- B. Type A1 public school buses inside body height shall be 62 inches minimum. Does not apply to air conditioning equipment.

54. Insulation

- A. Ceilings and walls shall be coated with proper materials to deaden sounds and to reduce vibrations to a minimum. Thermal insulation (minimum R-value of 5.5) shall be used to insulate walls and roof between inner and outer panels.

55. Interior

- A. Interior of public school bus shall be free of all unnecessary projections likely to cause injury. This standard requires inner lining on ceilings and walls. Ceiling panels shall be constructed so as to contain lapped joints with all exposed edges hemmed to minimize sharpness. If lateral panels are used, forward panels shall be lapped by rear panels.

56. License Plates

- A. All public school buses shall be constructed so that mounting and securing of license plates will be compliant with FMVSS and the *Code of Virginia* § 46.2-716.

57. Lights and Signals

- A. No lights or signals other than specified here shall be installed on public school buses, except those required by federal regulations. All lights and reflectors shall be approved by the Superintendent of the VSP.
1. Clearance Lights: Body shall be equipped with two red clearance lamps at rear, two amber clearance lamps at front, and intermediate side marker lamps on buses 30 feet or more in length controlled by headlight switch. They may be of armour type.
 2. Identification Lamps: Three amber lamps shall be mounted on front and three red lamps on rear of body controlled by the headlight switch.
 3. Stop and Tail Lamps: Public school buses shall be equipped with two matched stop and tail lamps of heavy duty type, which shall be in combination, emitting red light plainly visible from a distance of at least 500 feet to rear, and mounted on rear end with their centers not less than 12 nor more than 24 inches from plane side of body, and not less than six or more than 18 inches below D-glass in rear of body. They shall be approximately seven inches in diameter or, if a shape other than round, a minimum 38 square inches of illuminated area and shall meet SAE specifications. These lights shall be on the same horizontal line with the turn signal units and shall not flash.
 4. Back-up Lamps: The public school bus body shall be equipped with two white rear back-up lamps that are at least four inches in diameter or, if a shape other than round, a minimum of twelve square inches of illuminated area and shall meet FMVSS 108 (*Lamps, Reflective Devices, and Associated Equipment*). If back-up lamps are placed on the same horizontal line as the brake lamps and turn signal lamps, they shall be to the inside.
 5. Interior Lamps: Interior lamps shall be provided which adequately illuminate aisles and step well.
 6. Turn Signal Units: Public school buses shall be equipped with Class A, flashing turn signal units of heavy-duty type. These signals shall be independent units equipped with amber lenses on all faces. The turn signals/directional signal units shall activate only when ignition is in "ON" position. A pilot light(s) shall indicate when these lights are activated. The front lights shall be mounted near the front corners of chassis on each side. The rear lights shall be seven inches in diameter, or if a shape other than round, the lights must be 38 square inches in area and mounted not less than six nor more than 18 inches from plane of the side of the body and not less than six nor more than 18 inches below D-glass in rear of body. They shall be on the same horizontal line with the stop and tail lights required item 3 above.
 - a. In addition to the turn signals described above, two amber lenses metal turn signal lamps of armour-type with a minimum of four candlepower each shall be mounted on the body side at approximate seat level height

and located just to the rear of the entrance door on the right side of the body and approximately the same location on the left side. They are to be connected to and function with the regular turn signal lamps. Such lamps shall provide 180 degrees angle vision and if painted, they shall be black.

- b. Type A public school bus: Turn signals shall be chassis manufacturer's standard.
7. Hazard Warning Signal: The turn signal units shall also function as the hazard warning system. The system shall operate independently of the ignition switch and, when energized, shall cause all turn signal lamps to flash simultaneously.
 8. Reflex Reflectors: (Class A) Two amber lights and two amber reflectors (they may be combined) shall be mounted, one on each side, near the front of the chassis. Two 3-inch red reflectors shall be mounted; one on each side near the rear of the body and two 3-inch red reflectors shall be mounted on the rear above the bumper. Two intermediate amber three-inch reflectors, one on each side near the middle of the bus, shall be mounted on buses 30 feet or more in length. They shall be mounted in accordance with FMVSS 108 (*Lamps, Reflective Devices, and Associated Equipment*).
 9. School Bus Traffic Warning Lights: Public school buses shall be equipped with four red lights and four amber lights. One amber light shall be located near each red light, at the same level, but closer to the vertical centerline of the bus. All lights shall comply with SAE standards for school bus warning lamps.
 - a. A non-sequential system for the traffic warning lights shall be installed that allow the red traffic warning lights to activate when the door opens. When doors close all lights shall immediately deactivate.
 - b. The traffic warning light system shall be wired so that the amber lights are activated manually by a hand operated switch. There shall be a momentary Amber Light Cancel Switch to deactivate the amber warning lights if the driver has determined a stop is not needed and the door does not need to be opened. When the door is opened, amber lights will automatically deactivate and red traffic warning lights, warning sign with flashing lights and crossing control arm shall be activated. When the door is closed, red traffic warning lights, warning sign with flashing lights and traffic crossing control arm shall be deactivated.
 - c. Warning Light Cancel Switch for Railroads: There shall be a momentary warning light cancel switch labeled "R/R Cancel" that when depressed and released deactivates the red traffic warning lights, crossing arm and stop arm for one entrance door cycle. The Warning Light Cancel Switch for Railroads shall be mounted on the accessory console, orange in color, clearly distinguishable, visible and accessible to the driver. The driver need not depress or reactivate any switch in any way for the continued operation of the non-sequential system.

- d. There shall also be a separate Master Warning Light Control Switch that would allow for deactivation of this feature during maintenance operation. The master light control circuit shall be connected to the cold side or switched side of the ignition switch and mounted on the accessory console, clearly labeled, distinguishable, red in color, or be black in color with a red bezel ring. This switch shall be located on the switch panel at the furthest point away from other light controls and door operations switches.
- e. The flasher and the relay shall be fastened in a compartment in the driver area and be easily accessible for servicing. The location of the flasher shall be approved by the VDOE.
- f. System shall contain an amber pilot light for amber lamps and a red pilot light for red lamps, clearly visible to the driver, to indicate when system is activated.
- g. A black border 1.25 to 3 inches wide shall be painted around the warning lights and must be equipped with a black painted hooded housing.
- h. All electrical connections shall be soldered or connected by an acceptable SAE method.
- i. All switches and pilot lights shall be properly identified by labels.
- j. There shall be an interrupt feature in the system to interrupt the traffic warning sign and the crossing control arm when their use is not desired. This feature shall consist of a double throw relay and a momentary switch.
- k. Amber Start Switch, Amber Cancel Switch, Warning Light Cancel Switch for Railroads "R/R Cancel," Traffic Warning Sign/Crossing Control arm, Master Warning Light Control Switch and Interrupt Switch shall be momentary switches.
- l. There shall be no controls and/or switches located in the steering wheel for operation of any system except controls and/or switches of the horn or optional cruise control. All controls and/or switches shall be labeled according to their function and shall meet the standards of FMVSS 101 (*Controls and Displays*).
- m. Additional front, rear, and side-mounting warning lights for school divisions approved for participation in the BOE approved pilot program. Additional warning lights may be mounted on the front hood, bottom rear of the school bus above the bumper, and front sides of the school bus above the entrance door and the driver's window. Lights shall work in conjunction with the standard warning light system and shall meet FMVSS and SAE standards or must be of a type approved by the VSP. Contact the VDOE for approved mounting locations and lighting systems.

- n. Fog lights (optional) shall be mounted by the manufacturer, meet FMVSS requirements and comply with the *Code of Virginia*.
10. School Bus Traffic Warning Sign: Public school buses shall be equipped with a traffic warning sign conforming to FMVSS 131 (*School Bus Pedestrian Safety Devices*).
 - a. Warning sign shall be mounted on the left side near the front of the bus immediately below the window line.
 - b. Sign shall be of the octagon series, 18 inches in diameter, and be equipped with wind guard. The sign shall have a red background with a one-half inch white border, and the word “STOP” on both sides in white letters, six inches high and one inch wide. The sign shall be reflective.
 - c. Sign shall have double-faced alternately flashing red lights, four inches in diameter, located at the top and bottom most portions of the sign, one above the other.
 - d. The sign shall be connected and energized through the red traffic warning lamps.
 - e. Air operated signs require air pressure regulator in addition to control valve. Source of supply shall be the main air tank with a pressure protection valve at the tank.
 - f. Sign and components shall comply with all provisions of SAEJ 1133.
 - g. A second school bus traffic warning sign on the left side near the rear of the bus, may be mounted on all 65, or larger sized passenger Types C and D public school buses.
 11. School Bus Crossing Control Arm: Public school buses shall be equipped with a crossing control arm mounted on the right side of the front bumper.
 - a. When opened, the arm shall extend in a line parallel to the body side and aligned with the right front wheel.
 - b. Appropriate grommets or a loom shall be used where wires or tubes go through holes in bumper and firewall.
 - c. All components of the crossing control arm and all connections shall be weatherproofed.
 - d. The crossing control arm shall incorporate system connectors (electrical, vacuum or air) at the gate and shall be easily removable to allow for towing of the bus. Source of supply for air-operated arms shall be the main air supply tank with pressure protection valve at tank.

- e. The crossing control arm shall be constructed of nonferrous material.
- f. There shall be no sharp edges or projections that could cause injury or be a hazard to students. The end of the arm shall be rounded.
- g. The crossing control arm shall extend a minimum of 70 inches (measured from the bumper at the arm assembly attachment point) when in the extended position. The crossing control arm shall not extend past the end of the bumper when in the stowed position.
- h. The crossing control arm shall extend simultaneously with the traffic warning sign(s) and shall be connected and energized through the traffic warning lamps.
- i. The assembly shall include a device attached to the bumper near the end of the arm to automatically retain the arm while in the stowed position. That device shall not interfere with normal operations of the crossing control arm.

12. Strobe Warning Light.

- a. Each public school bus shall be equipped with a white flashing strobe light.
- b. The strobe light shall have self-contained power supply.
- c. The strobe light base shall be Lexan™ (or approved equal) or other polycarbonate or corrosion resistant metallic material. The lamp shall have a single clear lens emitting light 360 ° around its vertical axis, meeting the requirements of SAE J845. Unit shall be sealed to protect against intrusion of dust and moisture. All external fasteners including mounting screws shall be stainless steel. Unit shall have mounting gasket to isolate the light assembly from vibration.
- d. The overall height of the unit shall be approximately four inches to six inches, with lens diameter approximately four inches to six inches. Mounting location is to be centered (laterally) on roof of bus, approximately 48 inches (longitudinally) from rear edge of rear roof cap and shall meet SAE J845 specifications.
- e. The body circuitry shall include a separate, clearly labeled driver's panel mounted switch, with a clearly labeled pilot light.

58. Metal Treatment

- A. All metal parts that will be painted shall be chemically cleaned, etched, zinc-phosphate-coated, and zinc-chromate or epoxy-primed or conditioned by equivalent process.

59. Mirrors

- A. Types C and D public school bus interior rear-view mirrors shall be at least 6 x 30 inches, metal encased safety glass with a minimum thickness of .125 inch, which will afford good view of pupils and roadway to rear and shall be installed in such a way that vibration will be reduced to a minimum. It shall have rounded corners and protected edges.
- B. Type A public school bus interior rear-view mirror shall be 6 x 16 inches.
- C. All public school buses shall have a mirror system that conforms to FMVSS 111 (*Rearview Mirrors*), 49 CFR § 271.111 as amended.
- D. Thermostatically controlled heated exterior mirrors are permissible.
- E. Motorized exterior mirrors may be used.

60. Mounting

- A. Chassis frame shall extend to rear edge of rear body cross member. Bus body shall be attached to chassis frame in such manner as to prevent shifting or separation of body from chassis under severe operating conditions.
- B. Body front shall be attached and sealed to chassis cowl in such manner as to prevent entry of water, dust, and fumes through joint between chassis cowl and body.
- C. Insulating material shall be placed at all contact points between body and chassis frame on Types A, C, and D public school buses. Insulating material shall be approximately .125 inch thick and shall be so attached to chassis frame or body member that it will not move under severe operating conditions.

61. Openings

- A. Any openings in body or front fenders of chassis resulting from change necessary to furnish required components shall be sealed (see items 23., 41.I., and 42.J.).

62. Overall Length

- A. Overall length of public school bus shall not exceed 40 feet when measured from bumper to bumper.

63. Overall Width

- A. Overall width of public school bus shall not exceed 100 inches, including traffic-warning sign in closed position. Outside rearview mirrors are excluded.

64. Rub Rails

- A. There shall be one rub rail located on each side of the public school bus at seat cushion level which extends from the rear side of the entrance door completely around the bus body (except the emergency door or any maintenance access door) to the point of curvature near the outside cowl on the left side, or to the front corner of the bus body.
- B. There shall be one additional rub rail located on each side at, or no more than ten inches above, the floor line. The rub rail shall cover the same longitudinal area as the upper rub rail, except at the wheel housings, and it shall extend only to the radii of the right and left rear corners.
- C. Both rub rails shall be attached at each body post and at all other upright structural members.
- D. Each rub rail shall be four inches or more in width in their finished form, shall be constructed of 16-gauge steel or suitable material of equivalent strength and shall be constructed in corrugated or ribbed fashion.
- E. Both rub rails shall be applied outside the body or outside body posts. (Pressed-in or snap-on rub rails do not satisfy this requirement.) For Type A1 public school buses using the body provided by the chassis manufacturer or for types A2, C, and D public school buses using the rear engine compartment, rub rails need not extend around the rear corners.
- F. There shall be a rub rail or equivalent bracing located horizontally at the bottom edge of the body side skirts.

65. Seat Belt for Driver

- A. A locking retractor Type 2-lap belt/shoulder harness seat belt shall be provided for the driver. Each belt section shall be booted so as to keep the buckle and button-type latch off the floor and within easy reach of the driver. Belt shall be anchored in such a manner or guided at the seat frame so as to prevent the driver from sliding sideways from under the belt. The driver's seat belt shall be high visible orange in color on all public school buses.

66. Seating

- A. Passenger Seating.
 - 1. Public school bus design capacities shall be in accordance with *49 CFR, Part 571.3, Definitions*, and FMVSS 222 (*School Bus Passenger Seating and Crash Protection*).
 - 2. All seats shall have a minimum cushion depth of 15 inches, a seat back height of 24 inches above the seating reference point, and must comply with all other requirements of FMVSS 222.

3. All restraining barriers and passenger seats shall be constructed with materials that enable them to meet the criteria of the School Bus Seat Upholstery Fire Block Test and comply with FMVSS 302 (*Flammability of Interior Materials*), 49 CFR Part 571.302.
4. Each seat leg shall be secured to the floor by bolts, washers and nuts in order to meet the performance requirements of FMVSS 222. Flange-head nuts may be used in lieu of nuts and washers. All seat frames attached to the seat rail shall be fastened with two or more bolts, washers and nuts, or with flange-head nuts. Seats may be track-mounted in conformance with FMVSS 222.
5. If track seating is installed, the manufacturer shall supply minimum and maximum seat spacing dimensions (applicable to the bus) which conform to FMVSS 222. This information shall be on a label permanently affixed to the bus.
6. Seating plans for public schools buses with wheelchair positions: (see item 92.A.). All public school bus seating shall be of a three-to-three arrangement with the exception of the last row seat to the left of any rear emergency door. This seat shall meet the standards set forth in FMVSS 222 for last row seating and ingress and egress of standards of FMVSS 217 for emergency door and aisle clearance at that position. There shall be provided a full width barrier in front of each seating position. Type D (RE) public school buses shall be exempt from the last row requirements. Type A public school buses with a capacity of 16 passengers or less may have two-to-two seating arrangement with 30 inch seats.
7. All public school buses shall be equipped with restraining barriers which conform to FMVSS 222.
8. A flip-up seat may be installed at any side emergency door. If provided, the flip-up seat shall conform to FMVSS 222 and aisle clearance requirements of FMVSS 217 (*Bus Emergency Exits and Window Retention and Release*). The flip-up seat shall be free of sharp projections on the underside of the seat bottom. The underside of the flip-up seat bottoms shall be padded or contoured to reduce the possibility of clothing being snagged. Flip-up seats shall be constructed to prevent passenger limbs from becoming entrapped between the seat back and the seat cushion when the seat is in the upright position. The seat cushion shall be designed to rise to a vertical position automatically when it is not occupied.
9. Lap belts shall not be installed on passenger seats in large school buses (over 10,000 pounds GVWR) except in conjunction with child safety restraint systems that comply with the requirements of FMVSS 213 (*Child Restraint Systems*).

B. Pre-School Age Seating.

1. Passenger seats designed to accommodate a child or infant carrier seat shall comply with FMVSS 225 (*Child Restraint Anchorage Systems*). These seats shall be in compliance with NHTSA's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses" (see item 66.A.9.).

C. Driver Seat.

1. The driver's seat supplied by the body manufacturer shall be a high back seat. The seat back shall be adjustable to 15 degrees minimum, without requiring the use of tools. The seat shall be equipped with a head restraint to accommodate a 5th percentile female to a 95th percentile adult male, as defined in FMVSS 208 (*Occupant Crash Protection*).
2. Minimum distance between steering wheel and backrest of driver's seat shall be 11 inches.
3. Type A public school buses may utilize the standard driver's seat provided by the chassis manufacturer.

67. Barrier

- A. A padded barrier shall be installed at rear of driver's seat in such a position as not to interfere with adjustment of driver's seat.
- B. A padded barrier shall be installed at rear of entrance step well. Barrier to coincide with length of the right front seat cushion with minimum width of 26 inches and shall have a modesty panel to extend from bottom of barrier to floor.
- C. All restraining barriers and passenger seats shall be constructed with materials that enable them to meet the criteria of the School Bus Seat Upholstery Fire Block Test. Padding and veering shall comply with provisions of FMVSS 302 (*Flammability of Interior Materials*), 49 CFR Part 571.302.

68. Steps

- A. First step at the entrance door shall be not less than 10 inches and not more than 16 inches from the ground, based on standard chassis specifications.
- B. Entrance door may be equipped with a two- or three-step step well. Risers in each case shall be approximately equal.
- C. Steps shall be enclosed to prevent accumulation of ice and snow.
- D. Steps shall not protrude beyond side bodyline.
- E. Grab handle not less than 20 inches in length shall be provided in unobstructed location inside doorway, but shall not be attached so that it will interfere with the opening of the glove compartment door. This handle shall be designed to eliminate exposed ends that would catch passenger clothing and shall be so placed in a position to aid small children entering the bus.
- F. Step covering: All steps, including the floor line platform area, shall be covered with an elastomer floor covering having a minimum overall thickness of 0.187 inch.

1. The step covering shall be permanently bonded to a durable backing material that is resistant to corrosion.
 2. Steps, including the floor line platform area, shall have a 1.5 inch nosing that contrasts in color by at least 70 percent measured in accordance with the contrasting color specification in *36 CFR, Part 1192, ADA, (Accessibility Guidelines for Transportation Vehicles)*.
 3. Step treads shall have the following characteristics:
 - a. Abrasion resistance: Step tread material weight loss shall not exceed 0.40 percent, as tested under ASTM D-4060, *Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser*, (CS-17 Wheel, 1,000 gram, 1,000 cycle).
 - b. Weathering resistance: Step treads shall not break, crack, or check after ozone exposure (7 days at 50 phm at 40° C) and Weatherometer exposure (ASTEM D-750, Standard Test method for Rubber Deterioration in Carbon-Arc Weathering Apparatus, 7 days).
 - c. Flame resistance: Step treads shall have a calculated burn rate of .01 or less using the test methods, procedures and formulas listed in FMVSS No. 302 (*Flammability of Interior Materials*).
- G. There shall be a “No Smoking” sign placed on the top step riser of the entrance step well. The letters shall be red in color with a white background and a length of 9.5 inches and lettering height of 1.125 inches.

69. Stirrup Steps

- A. If the windshield and lamps are not easily accessible from the ground, there may be at least one folding stirrup step or recessed foothold installed on each side of the front of the body for easy accessibility for cleaning. There also may be a grab handle installed in conjunction with the step. Steps are permitted in or on the front bumper in lieu of the stirrup steps if the windshield and lamps are easily accessible for cleaning from that position.

70. Storage and Luggage Compartments

- A. Public school buses may be equipped with luggage compartments or tool compartments in the body skirt provided they do not reduce ground clearance to less than 14.5 inches from bottom of compartment and that the addition of the compartments does not exceed the vehicles’ GVWR.
- B. Optional: A driver’s storage compartment may be above the driver’s area and must not impede ingress and egress. It shall not violate any FMVSS standard or the *Code of Virginia*.

71. Sun Shield

- A. Interior adjustable transparent sun shield, darkest shade available, not less than 6 x 30 inches shall be installed in position convenient for use by driver.
- B. Exception: Type A public school buses – Manufacturer’s standard is acceptable.

72. Trash Container and Hold Device (Optional)

- A. The trash container shall be secured by a holding device that is designed to prevent movement and to allow easy removal and replacement. It shall be soft, pliable, and installed in an accessible location in the driver’s compartment, not obstructing passenger access to the entrance door.

73. Undercoating

- A. Entire underside of public school bus body, including floor sections, cross members, and below floor line side panels, shall be coated with rust-proofing compound for which compound manufacturer has issued notarized certification of compliance to bus body building that compounds meet or exceed all performance requirements of SAE J1959.
- B. Undercoating compound shall be applied with suitable airless or conventional spray equipment to the undercoating manufacturer recommended film thickness and shall show no evidence of voids in cured film. Undercoating is expected to prevent rust under all bus service conditions for minimum of five years.
- C. The undercoating material shall not cover any exhaust components of the chassis.

74. Ventilation

- A. Body shall be equipped with suitable, controlled ventilating system of sufficient capacity to maintain proper quantity of air under operating conditions without opening of windows except in extremely warm weather.
- B. Static-type, non-closable, exhaust roof ventilators shall be installed in low-pressure area of roof panel.
- C. Auxiliary fans shall meet the following requirements:
 - 1. Types C and D public school buses shall be equipped with two fans. Type A public school buses may be equipped with auxiliary fans but is not required. Fans for left and right sides of the windshield shall be placed in a location where they can be adjusted for maximum effectiveness and where they do not obstruct vision to any mirror.
 - 2. Fans shall have a six-inch (nominal) diameter and be enclosed in a protective cage.
 - 3. Each fan shall be controlled by a separate switch.

75. Water Test

- A. Each and every public school bus body, after it is mounted on chassis ready for delivery, shall be subjected to a thorough water test in which water under pressure equal to a driving rain is forced against the entire bus body from various directions. Any leaks detected are to be repaired before the bus is declared ready for delivery.

76. Wheel Housings

- A. Wheel housings shall be of full open type.
- B. Wheel housings shall be designed to support seat and passenger loads and shall be attached to floor sheets in such manner as to prevent any dust or water from entering the body. Wheel housings shall be constructed of 16-gauge (or thicker) steel.
- C. Inside height of wheel housings above floor line shall not exceed 12 inches.
- D. No part of a raised wheel housing shall extend into the emergency door opening.
- E. Wheel housings shall provide clearance for dual wheels as established by National Association of Chain Manufacturers. Mounting of housings in the wheel area must be free of protruding screws and bolts.

77. Windshield and Windows

- A. All glass in windshield, windows, and doors shall be of approved safety glass, mounted so that permanent mark is visible, and of sufficient quality to prevent distortion of view in any direction. Windshield shall be AS1 and all other glass shall be AS2.
- B. Plastic glazing material of a thickness comparable to AS2 glass, meeting ANSI Standard Z 26.1 and FMVSS 205 (*Glazing Materials*), 49 CFR § 571.205, may be used in side windows behind the driver's compartment.
- C. Windshield shall have horizontal shade band consistent with SAE J-100 and *Code of Virginia*.
- D. Each full side window shall provide unobstructed emergency opening at least nine inches high and 22 inches wide, obtained either by lowering of window or by use of knock-out type split-sash windows.
- E. Approved tinted glass or plastic glazing material may be used consistent with the *Code of Virginia*.
- F. Windshield shall comply with all federal and state regulations.

78. Windshield Washers

- A. Windshield washers meeting federal requirements shall be provided and shall be controlled by a switch accessible to the driver. Reservoir shall be mounted outside passenger compartment.

79. Windshield Wipers

- A. Bus shall be equipped with variable-speed windshield wipers of air or electric-type powered by a motor or motors of sufficient power to operate wipers.
- B. Blades and arms shall be of such size that minimum blade length will be 12 inches with longer blades being used whenever possible.
- C. The wipers shall meet the requirements of FMVSS 104 (*Windshield Wiping and Washing Systems*).

80. Wiring

- A. All wiring shall conform to current standards of SAE.
- B. Circuits
 - 1. Wiring shall be arranged in at least 12 regular circuits as follows:
 - a. Head, tail, stop (brake) and instrument panel lamps.
 - b. Clearance lamps.
 - c. Dome and step well lamps.
 - d. Starter motor.
 - e. Ignition.
 - f. Turn-signal units.
 - g. Alternately flashing red signal lamps.
 - h. Horns.
 - i. Heater and defroster.
 - j. Emergency door buzzer.
 - k. Auxiliary fans.
 - l. Booster pump (Type A bus exempt).

2. Any of the above combination circuits may be subdivided into additional independent circuits.
 3. Whenever possible, all other electrical functions (such as electric-type windshield wipers) shall be provided with independent and properly protected circuits.
 4. Each body circuit shall be color coded or numbered and a diagram of the circuits shall be attached to the body in a readily accessible location.
- C. A circuit breaker shall be provided for each circuit except starter motor and ignition circuits.
 - D. A continuous duty solenoid relay operated by the ignition switch, for Circuits i, j, k, and l.
 - E. All wires within the public school bus body shall be insulated and protected by covering of fibrous loom (or equivalent) that will protect them from external damage and minimize dangers from short circuits. Whenever wires pass through a body member, additional protection in a form of appropriate type of insert shall be provided.
 - F. All light circuits shall be such as to provide, as nearly as possible, bulb design voltage at light bulb terminals.
 - G. Buses using multiplexed electrical systems may meet the intent of the Specifications without the use of specified equipment, subject to the approval of the VDOE.
 - H. There shall be a manual noise suppression switch installed in the control panel. The switch shall be labeled and alternately colored. This switch shall be an on/off type that deactivates body equipment that produces noise, including, at least, the AM/FM radio, CD player, heaters, air conditioners, fans, and defrosters. This switch shall not deactivate safety systems, such as windshield wipers or lighting systems.

SPECIFICATIONS FOR THE PUBLIC SCHOOL MFSAB

81. Public School MFSAB Bus

- A. Public school MFSAB buses shall meet all FMVSS requirements for public school buses except as noted in this section (see items 81.B. through 81.G.).
- B. Variations from the Specifications, in the form of additional equipment or changes in style of equipment, without prior approval from the VDOE, are prohibited.
- C. Identification.
 1. The public school MFSAB bus body shall be identified “Activity Bus”, lettered eight inches in height in the front and rear of the vehicle.

2. The name of the school division or individual school shall be lettered in at least four inches height in the beltline area.
3. All lettering and numbering shall be painted or be vinyl decals of a contrasting color of the body and conform to FMVSS, the Specifications, and all reflectivity standards.
4. No manufacturer or vendor logos, signs or other items not approved in the Specifications shall be displayed.

D. Color.

1. The public school MFSAB bus shall not be painted NSBY. The local school division may determine the color of the body of the bus and the color scheme may utilize up to two colors. This combination may be in addition to a white painted roof. It is recommended that light colors be used for the body color to enhance visibility by other vehicles. Markings shall be contrasted against selected colors for ease of identification during periods of reduced visibility other than darkness. NOTE: The NSBY color shall not be used as a part of any color scheme.

E. Lights and Warning Devices.

1. All public school MFSAB buses shall meet all state and FMVSS public school bus lighting and warning device requirements with the following exceptions:
 - a. Public school MFSAB buses shall not be equipped with the eight lamp, traffic warning light system.
 - b. Public school MFSAB buses shall not be equipped with any flashing lighted stop arm or crossing control arm.

F. Seats.

1. Other types of seats and increased spacing, which meet all regulations of FMVSS 222 (*School Bus Passenger Seating and Crash Protection*) and 302 (*Flammability of Interior Materials*) may be used in lieu of regular public school bus seats.

G. Cruise Control.

1. May only be installed on public school MFSAB buses and operated in accordance with regulation speeds.
2. Shall not be installed on yellow school buses.

SPECIFICATIONS FOR THE PUBLIC SCHOOL
WHEELCHAIR LIFT BUS

82. General Requirements

- A. Public school buses or school vehicles designed for transporting children with special transportation needs shall comply with Virginia standards applicable to school buses and FMVSS as applicable to their GVWR category.
- B. Any public school bus used for the transportation of children who are confined to a wheelchair or other restraining devices that prohibit use of the regular entrance, shall be equipped with a power lift, unless a ramp is needed for unusual circumstances.
- C. Lift shall be located on the right side of the body, in no way attached to the exterior sides of the bus but confined within the perimeter of the school bus body when not extended.

83. Aisles

- A. All aisles leading to the emergency door from wheelchair area shall be a minimum of 30 inches in width. A wheelchair securement position shall never be located directly in front of (blocking) a power lift door location.

84. Communications

- A. Special education public school buses shall be equipped with a two-way communication system (see item 40.A.).

85. Fastening Devices

- A. Unless otherwise specified below, fastening devices shall conform to FMVSS 222 (*School Bus Passenger Seating and Crash Protection*), 49 CFR § 571.222, as amended.
 - 1. Wheelchair fastening devices shall be provided and attached to the floor or walls or both to enable securement of wheelchairs in the public school bus. The devices shall be of the type that requires human intervention to unlatch or disengage. The fastening devices shall be designed to withstand forces up to 3,000 lbs per tie-down leg or clamping mechanism or 12,000 lbs total for each wheelchair.
 - 2. Additional fastening devices may be needed to assist the student due to the many different configurations of chairs and exceptionalities.

86. Heaters

- A. An additional heater shall be installed in the rear portion of the bus behind wheel wells as required in Item 48 I, except a 50,000 minimum BTU heater may be used in bodies originally designed for 31-66 passenger capacity and 30,000 minimum BTU heaters may be used in bodies of 30 passengers or less. Hose to rear heater, when under body shall be encased in metal tube.

87. Identification

- A. Public school buses with wheelchair lifts used for transporting children with physical disabilities shall display universal handicapped symbols located on the front and rear of the bus below the window line. Such emblems shall be white on blue, shall be a minimum of nine inches and a maximum of 12 inches in size, and shall be of a high-intensity retro reflective material meeting the requirements of Federal Highway Administration (FHWA) FP-85, *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects*. They shall be placed so as not to cover lettering, lamps or glass.

88. Passenger Capacity Rating

- A. In determining the passenger capacity of a public school bus for purposes other than actual passenger load (e.g., school bus classification or various billing/reimbursement models), any location in a school bus intended for securement of a wheelchair during bus operation shall be regarded as four designated seating positions, and each lift area shall count as four designated seating positions.

89. Wheelchair Lift

- A. The wheelchair lift shall be located on the right side of the bus body. Exception: The lift may be located on the left side of the bus if the bus is only used to deliver students to the left side of one-way streets.
1. All specially equipped public school buses shall provide a level-change mechanism or boarding device (e.g., lift), complying with paragraph B or C of this section, with sufficient clearances to permit a wheelchair user to reach a securement location.
- B. Vehicle Lift and Installation.
1. General: School bus lifts and installations shall comply with the requirements set forth in FMVSS 403 (*Platform Lift Systems for Motor Vehicles*), and FMVSS 404 (*Platform Lift Installations in Motor Vehicles*).
 2. Design Loads: The design load of the lift shall be at least 800 pounds. Working parts, such as cables, pulleys and shafts, which can be expected to wear, and upon which the lift depends for support of the load, shall have a safety factor of at least six, based on the ultimate strength of the material. Non-working parts, such as platform, frame and attachment hardware that would not be expected to wear, shall have a safety factor of at least three, based on the ultimate strength of the material.
 3. Lift Capacity: The lifting mechanism and platform shall be capable of operating effectively with a wheelchair and occupant mass of at least 800 pounds.
 4. Controls: (see *49 CFR 571.403, S6.7, Control systems*).

5. Emergency Operations: (see *49 CFR 571.403, S6.9, Backup operation*).
6. Power or Equipment Failures: (see *49 CFR 571.403, S6.2.2, Maximum platform velocity*).
7. Platform Barriers: (see *49 CFR 571.403, S6.4.7, Wheelchair retention*).
8. Platform Surface: (see *49 CFR 571.403, S6.4.2, S6.4.3, Platform requirements*).
9. Platform Gaps and Entrance Ramps: (see *49 CFR 571.403, S6.4.4, Gaps, transitions and openings*).
10. Platform Deflection: (see *49 CFR 571.403, S6.4.5, Platform deflection*).
11. Platform Movement: (see *49 CFR 571.403, S6.2.3, Maximum platform acceleration*).
12. Boarding Direction: The lift shall permit both inboard and outboard facing of wheelchair and mobility aid users.
13. Use by Standees: Lifts shall accommodate students who are using walkers, crutches, canes or braces, or who otherwise have difficulty using steps. The platform may be marked to indicate a preferred standing position.
14. Handrails: (see *49 CFR 571.403, S6.4.9, Handrails*).
15. Circuit Breaker: A resettable circuit breaker shall be installed between the power source and the lift motor if electrical power is used. It shall be located as close to the power source as possible, but not within the passenger/driver compartment.
16. Excessive Pressure: (see *49 CFR 571.403, S6.8, Jacking prevention*).
17. Documentation: The following information shall be provided with each school bus equipped with a lift:
 - a. A phone number where information can be obtained about installation, repair and parts (detailed written instructions and parts list shall be available upon request).
 - b. Detailed instructions regarding use of the lift shall be readily visible when the lift door is open, including a diagram showing the proper placement and positions of wheelchair/mobility aids on the lift.
18. Training Materials: The lift manufacturer shall make training materials available to ensure the proper use and maintenance of the lift. These may include instructional videos, classroom curriculum, system test results or other related materials.

19. Identification and Certification: Each lift shall be permanently and legibly marked or shall incorporate a non-removable label or tag that states it conforms to all applicable requirements of the current National Specifications. In addition and upon request of the original titled purchaser, the lift manufacturer or an authorized representative shall provide a notarized Certificate of Conformance, either original or photocopied, which states that the lift system meets all the applicable requirements of the current National Specifications.

90. Regular Service Entrance

- A. Type D public school buses shall have three step risers of equal height in the stepwell.
- B. An additional foldout step may be provided which will provide for the step level to be no more than six inches from the ground level.
- C. Three step risers in Type C public school buses are optional.

91. Restraining Devices

- A. Seat frames may be equipped with attachments or devices to which restraining harnesses or other devices may be attached. Attachment framework or anchorage devices, if installed, shall conform to FMVSS 210 (*Seat Belt Assembly Anchorages*), 49 CFR § 571.210, and FMVSS No. 213 (*Child Restraint Systems*).

92. Seating Arrangements

- A. Flexibility in seat arrangements to accommodate special devices shall be permitted due to the constant changing of passenger requirements. All seating shall meet the requirements of FMVSS 222 (*School Bus Passenger Seating and Crash Protection*).
- B. There shall be a padded barrier forward of any standard seating position and between lift-gate and first seat to rear of lift-gate. A wheelchair position immediately forward of lift-gate shall have a barrier between lift and wheelchair (see item 67.).

93. Special Light

- A. Lights shall be placed inside the bus to sufficiently illuminate lift area and shall be activated from door area. An outside light to be activated when lift door is open and deactivated when lift door is closed is permissible.

94. Special Service Entrance

- A. Bus bodies may have a special service entrance constructed in the body to accommodate a wheelchair lift for the loading and unloading of passengers.
- B. The opening to accommodate the special service entrance shall be at any convenient point on the right (curb side) of the bus and far enough to the rear to prevent the doors, when open, from obstructing the right front regular service door (excluding a regular front service door lift).

- C. The opening shall not extend below the floor level. Outboard type lifts shall be used.
- D. The opening, with doors open, shall be of sufficient width to allow the passage of wheelchairs. The minimum clear opening through the door and the lift mechanism shall be 30 inches in width.
- E. A drip molding shall be installed above the opening to effectively divert water from entrance.
- F. Entrance shall be of sufficient width and depth to accommodate various mechanical lifts and related accessories as well as the lifting platform.
- G. Doorposts and headers from entrance shall be reinforced sufficiently to provide support and strength equivalent to the areas of the side of the bus not used for service doors.
- H. Special service entrance doors shall be equipped with padding at the top edge of the door opening. Pad shall be at least three inches wide and one inch thick and extend the full width of the door opening.

95. Special Service Entrance Doors

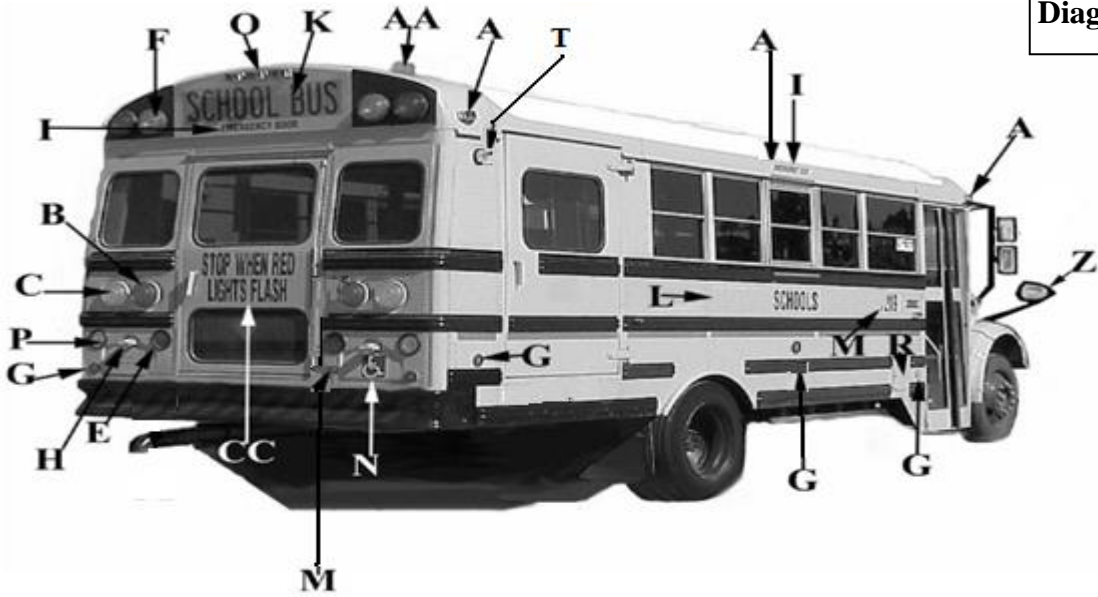
- A. A single door of a minimum 43 inches may be used.
- B. All doors shall open outwardly.
- C. All doors shall have positive fastening devices to hold doors in the open position.
- D. All doors shall be weather sealed and on buses with double doors, they shall be so constructed that a flange on the forward door overlaps the edge of the rear door when closed.
- E. When dual doors are provided, the rear door shall have at least a one-point fastening device to the header. The forward mounted door shall have at least three-point fastening devices. One shall be to the header, one to the floor line of the body, and the other shall be into the rear door. These locking devices shall afford maximum safety when the doors are in the closed position. The door and hinge mechanism shall be of a strength that will provide for the same type of use as that of a standard entrance door.
- F. Door materials, panels, and structural strength shall be equivalent to the conventional entrance and emergency doors. Color, rub rail extensions, lettering and other exterior features shall match adjacent sections of the body.
- G. Each door shall have windows set in a waterproof manner compatible within one inch of the lower line of adjacent sash.
- H. Doors shall be equipped with a device that will actuate a flashing visible signal located in the driver's compartment when doors are not securely closed and ignition is in "ON" position. A cluster light "LIFT" is allowed.

- I. A switch shall be installed so that the lifting mechanism will not operate when the lift platform doors are closed.

96. Special Optional Equipment

- A. Special seats for attendants may be installed on an optional basis. The seating location and seating restraints shall be assessed and approved by VDOE. All equipment shall be secured properly.

Diagram 2



MINIMUM LETTERING AND LIGHTING REQUIREMENTS

A	Clearance Lights (see item 57.A.1.)	M	Bus Numbers (see item 51.A.2.)
B	Seven inch Tail Lights	N	Universal Handicapped Symbol, Wheelchair Lift Equipped Buses (see item 86. <i>for exact size and location</i>)
C	Seven Inch Turn Signals (amber lenses)	O	Identification Lamps
E	4 inch Stop / Tail Lights	P	Back-up Lights
F	Pupil Warning Lights, Side By Side Amber and Red, Flat Back Design	R	Fuel Door (see item 51.A.4.)
G	Reflectors (see item 56.A.8.)	T	Wheelchair Lift Landing Light (see item 93.A.)
H	License Plate Lamp	Z	Cross/Side View Mirror System
I	Emergency Exit Signs	A A	Roof-mounted White Flashing Strobe Light
K	SCHOOL BUS, Front And Rear, 8 inch letters on retroreflective yellow background	C C	Rear Door Lettering (optional see item 51.A.5.e.)
L	Name of Division (see item 51.A.3.)		

Addendum

MINIMUM SPECIFICATIONS FOR PUBLIC SCHOOL AND MFSAB BUS CHASSIS TO MEET REQUIREMENTS OF THE VIRGINIA BOARD OF EDUCATION

<u>Minimum</u> Chassis Specification Chart		
Type A Bus		
Passenger Capacity	11 through 24 (see Notes)	
GVWR	10,000 lbs.	
Engine Size	Diesel Engines	3.2 Liter
	Gasoline Engines	3.7 Liter
Wheelbase	138"	
	Tires	195/65R16, DRW (see item 29.)
	Rims	Disc 6.0" X 16" (see item 29.)
Transmission	4 Speed Automatic	
Alternator	130 amps	
Frame	Per Standards for Severe Duty	
Steering	Power (see item 28.D.)	
Front Bumper	Heavy Duty, Painted Black	(MFSAB, see item 81.D.1.)
Brakes	Power, with ABS	
Suspension	Per Standards for Severe Duty	
Drive Shaft	Grease Fittings and Guards on All Shafts	
Fuel Supply Container	25 gals (see item 17.)	
Air Cleaner	Per Engine Manufacturer Specifications w/Restrictor Indicator	
Oil Filter	Replaceable, 1 Quart	
Battery	600 CCA	
Horn	Dual Electric	
Lights	Per FMVSS and DRL	(MFSAB, see item 81.D.1.)
Gauges	Speedometer, Oil Pressure, Fuel, Coolant Temp. & Voltmeter.	
Color	Frame, Wheels, Bumpers, Rails and Letterings-Black. Back of Mirrors-Non-gloss Black. The balance, NSBY.	(MFSAB, see item 81.D.1.)

Notes:

1. Alternative Fuel Engines shall be engine manufacturers' standard for vehicle type, which meets or exceeds the equivalent power rating for diesel or gasoline engines.
2. The Maximum Passenger Capacity of a Type A bus shall be 24 passengers.
3. Drivers of Type A public school and activity buses with a capacity of less than 16 passengers shall:
 - a. Comply with the BOE Regulation 8VAC20-70-280. *Requirements for School Bus Drivers Both for Employment and Continued Employment.* Exception: Drivers are not subject to Section 6 of 8VAC20-70-280. School division alcohol and drug testing policies will apply to drivers operating Type A buses that have a capacity of less than 16 passengers.
 - b. Comply with BOE Regulation 8VAC20-70-350. *Training.*

Minimum Chassis Specification Chart

TYPE C Bus

Maximum Design (Passenger) Capacity	Type C1 Bus 30	35	53	65	71	77
GVWR	17,500 lbs	21,000 lbs	25,000 lbs	27,500 lbs	29,000 lbs	31,000 lbs
Wheels	8-Stud Disc 19.5" X 6.5"	8-Stud Disc 22.5" X 6.5"	8-Stud Disc 22.5" X 76.5"	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 8.25"	10-Stud Disc 22.5" X 8.25"
Tires	9R22.5 (see item 29)	9R22.5 (see item 29)	9R22.5 (see item 29)	10R22.5 (see item 29)	10R22.5 (see item 29)	11R22.5 (see item 29)
Frame	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook
Steering	Power (see item 28.D)	Power (see item 28.D)	Power (see item 28.D)	Power (see item 28.D)	Power (see item 28.D)	Power (see item 28.D)
Front Bumper	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel
Front Axle	7,000 lbs	6,000 lbs	8,000 lbs	10,000 lbs	10,000 lbs	10,000 lbs
Rear Axle	10,500 lbs	15,000 lbs	17,000 lbs	17,500 lbs	19,000 lbs	21,000 lbs
Service Brakes:						
Hydraulic	Hydraulic Disc w/ABS	Hydraulic Disc w/ABS	Hydraulic Disc w/ABS			
Air		13.2 CFM, Air Compressor & Dryer (see item 5)	13.2 CFM, Air Compressor & Dryer (see item 5)	13.2 CFM, Air Compressor & Dryer	13.2 CFM, Air Compressor & Dryer	13.2 CFM, Air Compressor & Dryer
Suspension	Front Springs, ea. 3,500 lbs @ grd. Rear Springs, ea. 5,250 lbs @ grd. Front and Rear Shock Absorbers	Front Springs, ea. 5,000 lbs @ grd. Rear Springs, ea. 7,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 4,000 lbs @ grd. Rear Springs, ea. 8,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 5,000 lbs @ grd. Rear Springs, ea. 8,750 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 5,000 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 5,000 lbs @ grd. Rear Springs, ea. 10,500 lbs @ grd. Front and Rear Shock Absorbers.
Engine	175 HP (see item 11)	175 HP (see item 11)	175 HP (See item 11)	175 HP (see item 11)	190 HP (see item 11)	210 HP (see item 11)
Transmission (Allison or approved equal)	5-Speed Direct or 1,000 PTS	5-Speed Direct, 2,100 or 2,200 PTS (see item 5)	5-Speed Direct, 2,100 or 2,200 PTS (see item 5)	5-Speed Direct or 2,500 PTS	2,500 PTS	2,500 PTS
Drive Shaft	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts
Fuel Supply Container	30 gals	30 gals	30 gals	30 gals	30 gals	30 gals
Air cleaner	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge

Minimum Chassis Specification Chart

TYPE C Bus						
Maximum Design (Passenger) Capacity	Type C1 Bus					
	<u>30</u>	<u>35</u>	<u>53</u>	<u>65</u>	<u>71</u>	<u>77</u>
Alternator	200 amps, 4-gauge Charging and Ground Circuits	200 amps, 4-gauge Charging and Ground Circuits	200 amps, 4-gauge Charging and Ground Circuits	200 amps, 4-gauge Charging and Ground Circuits	200 amps, 4-gauge Charging and Ground Circuits	200 amps, 4-gauge Charging and Ground Circuits
Horn	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS
Lights	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL
Gauges	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. & Voltmeter.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. & Voltmeter. Air Pressure as required.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. & Voltmeter. Air Pressure as required.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp., Voltmeter, & Air Pressure	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp., Voltmeter & Air Pressure.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp., Voltmeter & Air Pressure.
Color	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering - Black. Back of Mirrors – Non-gloss Black. The balance NSBY.
Oil Filter	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer
Battery	750 CCA	750 CCA	750 CCA	750 CCA	750 CCA	750 CCA

Minimum Chassis Specification Chart**TYPE D Front Engine (FE) Transit Bus**

Maximum Design (Passenger) Capacity	42 & 53	65	71	77	83
GVWR	27,800 lbs	29,000 lbs	29,000 lbs	32,000 lbs	32,000 lbs
Wheels	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 8.25"	10-Stud Disc 22.5" X 8.25"
Tires	11R22.5 (See item 29.)	11R22.5 (See item 29.)	11R22.5 (See item 29.)	11R22.5 (See item 29.)	11R22.5 (See item 29.)
Frame	One Piece Side Member – Front Tow Hooks	One Piece Side Member – Front Tow Hooks	One Piece Side Member – Front Tow Hooks	One Piece Side Member – Front Tow Hooks	One Piece Side Member – Front Tow Hooks
Steering	Power (see item 28.D.)	Power (See item 28.D.)	Power (See item 28.D.)	Power (See item 28.D.)	Power (See item 28.D.)
Front Bumper	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel
Front Axle	10,800 lbs	12,000 lbs	12,000 lbs	13,000 lbs	13,000 lbs
Rear Axle	17,000 lbs	17,00 lbs 0	17,000 lbs	19,000 lbs	19,000 lbs
Service Brakes:					
Air	13.2 CFM Air Compressor/Dryer 16.5"x5" Front 16.5"x7" Rear	13.2 CFM Air Compressor/Dryer 16.5"x5" Front 16.5"x7" Rear	13.2 CFM Air Compressor/Dryer 16.5"x5" Front 16.5"x7" Rear	13.2 CFM Air Compressor/Dryer 16.5"x5" Front 16.5"x7" Rear	13.2 CFM Air Compressor/Dryer 16.5"x5" Front 16.5"x7" Rear
Suspension	Front Springs, ea. 5,400 lbs @ grd. Rear Springs, ea. 8,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 6,500 lbs @ grd. Rear Springs, ea. 8,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 6,500 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers.	Front Springs, ea. 6,500 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers	Front Springs, ea. 6,500 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers
Engine	190 HP (see item 11.)	190 HP (see item 11.)	190 HP (see item 11.)	210 HP (see item 11.)	210 HP (see item 11.)
Transmission (Allison or approved equal)	2,500 PTS	2,500 PTS	2,500 PTS	2,500 PTS	3,000 PTS
Drive Shaft	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts
Fuel Supply Container	30 gals	30 gals	30 gals	30 gals	30 gals
Air Cleaner	Dry Element Type w/ Restriction Gauge	Dry Element Type w/ Restriction Gauge	Dry Element Type w/ Restriction Gauge	Dry Element Type w/ Restriction Gauge	Dry Element Type w/ Restriction Gauge
Alternator	200 amps 4-gauge Charging and Ground Circuits	200 amps 4-gauge Charging and Ground Circuits	200 amps 4-gauge Charging and Ground Circuits	200 amps 4-gauge Charging and Ground Circuits	200 amps 4-gauge Charging and Ground Circuits
Horn	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS
Lights	Per FMVSS and DRL.	Per FMVSS and DRL.	Per FMVSS and DRL.	Per FMVSS and DRL.	Per FMVSS and DRL.
Gauges	Speedometer, tachometer, fuel, oil pressure, coolant temp & voltmeter, air pressure	Speedometer, tachometer, fuel, oil pressure, coolant temp & voltmeter, air pressure	Speedometer, tachometer, fuel, oil pressure, coolant temp & voltmeter, air pressure	Speedometer, tachometer, fuel, oil pressure, coolant temp & voltmeter, air pressure	Speedometer, tachometer, fuel, oil pressure, coolant temp & voltmeter, air pressure

Minimum Chassis Specification Chart

Minimum Chassis Specification Chart

TYPE D Front Engine (FE) Transit Bus

TYPE D Front Engine (FE) Transit Bus

Maximum Design (Passenger) Capacity	<u>42 & 53</u>	<u>65</u>	<u>71</u>	<u>77</u>	<u>83</u>
Color	Frame, Wheels, Bumpers, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumpers, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.
Oil Filter	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer
Battery	750 CCA	750 CCA	750 CCA	750 CCA	750 CCA

Minimum Chassis Specification Chart

TYPE D Rear Engine (RE) Transit Bus

Maximum Design (Passenger) Capacity	66	72	78	84
GVWR	29,800 lbs	29,800 lbs	33,000 lbs	33,000 lbs
Wheels	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 7.5"	10-Stud Disc 22.5" X 7.5"
Tires	11R22.5 (see item 29.)	11R22.5 (see item 29.)	11R22.5 (see item 29.)	11R22.5 (see item 29.)
Frame	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook	One Piece Side Member – Front Tow Hook
Steering	Power (see item 28.D.)	Power (see item 28.D.)	Power (see item 28.D.)	Power (see item 28.D.)
Front Bumper	3/16" Steel	3/16" Steel	3/16" Steel	3/16" Steel
Front Axle	10,800 lbs	10,800 lbs	12,000 lbs	12,000 lbs
Rear Axle	19,000 lbs	19,000 lbs	21,000 lbs	21,000 lbs
Service Brakes:				
Air	13.2 CFM, Air Compressor & Dryer. 16.5" x 5" Front 16.5" x 7" Rear	13.2 CFM, Air Compressor & Dryer. 16.5" x 5" Front 16.5" x 7" Rear	13.2 CFM, Air Compressor & Dryer. 16.5" x 5" Front 16.5" x 7" Rear	13.2 CFM, Air Compressor & Dryer. 16.5" x 5" Front 16.5" x 7" Rear
Suspension	Front Springs, ea. 5,400 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers	Front Springs, ea. 5,400 lbs @ grd. Rear Springs, ea. 9,500 lbs @ grd. Front and Rear Shock Absorbers	Front Springs, ea. 6000 lbs @ grd. Rear Springs, ea. 10,500 lbs @ grd. Front and Rear Shock Absorbers	Front Springs, ea 6,000 lbs @ grd. Rear Springs, ea. 10,500 lbs @ grd. Front and Rear Shock Absorbers
Engine	190 HP (see item 11)	190 HP (see item 11)	210 HP (see item 11)	210 HP (see item 11)
Transmission (Allison or Approved Equal)	2,500 PTS	2,500 PTS	3,000 PTS	3,000 PTS
Drive Shaft	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts	Guards on All Shafts
Fuel Supply Container	30 gals	30 gals	30 gals	30 gals
Air Cleaner	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge	Dry Element Type w/Restriction Gauge
Alternator	200 amp, 4-gauge Charging and Ground Circuits	200 amp, 4-gauge Charging and Ground Circuits	200 amp, 4-gauge Charging and Ground Circuits	200 amp, 4-gauge Charging and Ground Circuits
Horn	Per FMVSS	Per FMVSS	Per FMVSS	Per FMVSS
Lights	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL	Per FMVSS and DRL
Gauges	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. Voltmeter & Air Pressure.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. Voltmeter & Air Pressure.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. Voltmeter & Air Pressure.	Speedometer, Tachometer, Oil Pressure, Fuel, Coolant Temp. Voltmeter & Air Pressure.

Minimum Chassis Specification Chart

TYPE D Rear Engine (RE) Transit Bus

Maximum Design (Passenger) Capacity	<u>66</u>	<u>72</u>	<u>78</u>	<u>84</u>
Color	Frame, Wheels, Bumper, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY	Frame, Wheels, Bumper, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY	Frame, Wheels, Bumper, Rails and Lettering- Black. Black of Mirrors- Non-gloss Black. The balance NSBY.	Frame, Wheels, Bumper, Rails and Lettering-Black. Back of Mirrors – Non-gloss Black. The balance NSBY.
Oil Filter	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer	1 Quart per Manufacturer
Battery	750 CCA	750 CCA	750 CCA	750 CCA

**ATTACHMENT H
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:

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 shall provide a justification or reasoning as to why the Code does not apply to the bid 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 bid being declared non-responsive.

Signature: _____ **Date:** _____

Name: _____

Print

Title: _____

Name of Firm: _____

**Executive Directive Number Eighteen (2021)
Ensuring a Safe Work Place**

On August 5, 2021, to ensure a safe work place in light of COVID-19, Governor Northam issued Executive Directive 18 (ED 18), concerning disclosure of vaccination status, testing, and masking. A copy of ED 18 is available at <https://www.governor.virginia.gov/media/governorvirginiagov/executive-actions/ED-18-Ensuring-a-Safe-Work-Place.pdf>

On August 14, 2021, as directed in ED 18, the Department of Human Resource Management (DHRM) issued implementing policies, procedures, and guidance, which are available on the DHRM website at <https://www.dhrm.virginia.gov/docs/default-source/covid-19/interim-guidance-on-ed-18-contract-workers-8-13-21-final.pdf>.

If you have a current contract with a state agency, and that contract involves workers who work on-site in facilities owned or leased by a state public body or who perform public-facing services on behalf of state agencies, then you must comply with the foregoing. As stated in the guidance, the individual or entity who holds the relevant state contract must provide a certification to the contracting public body of compliance with these requirements.

ED18 is not applicable when a construction contractor's responsibility includes the care, custody and control of a Commonwealth owned or leased facility.

I certify compliance with these requirements.

Signed: _____ Title: _____

Date: _____

- **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 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) 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, 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. 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.