



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

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Procurement Folder: 776756

Procurement Type: Central Master Agreement

Vendor ID: 000000197591

Legal Name: SONNY MERRYMAN INC

Alias/DBA:

Total Bid: \$6,743,365.00

Response Date: 11/04/2020

Response Time: 13:20

SO Doc Code: CRFQ

SO Dept: 0805

SO Doc ID: PTR2100000005

Published Date: 10/29/20

Close Date: 11/4/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 1 - 156" WB DRW Narrow Body Cutaway



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 776756
Solicitation Description: Addendum 1 - 156" WB DRW Narrow Body Cutaway
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2020-11-04 13:30	SR 0805 ESR11042000000003378	1

VENDOR
000000197591
SONNY MERRYMAN INC

Solicitation Number: CRFQ 0805 PTR2100000005
Total Bid: 6743365
Response Date: 2020-11-04
Response Time: 13:20:26
Comments:

FOR INFORMATION CONTACT THE BUYER
Linda B Harper
(304) 558-0468
linda.b.harper@wv.gov

Vendor
Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	156" WB DRW Narrow Body Cutaway	1.00000	EA	6743365.000000	6743365.00

Comm Code	Manufacturer	Specification	Model #
25101502			

Commodity Line Comments:

Extended Description:

156" WB DRW Narrow Body Cutaway - Vendors submitting bids online should enter the Total Bid Amount from the Exhibit A Pricing Page in the commodity line of wvOasis and attach a copy of the Exhibit A Pricing Page with their bid.

November 04 , 2020

State of West Virginia
Attn; Linda B Harper
2019 Washington ST E
Charleston, WV. 25305

Ms. Harper:

Sonny Merryman, Inc. is pleased to offer the following proposal in response to CRFQ 0805 PTR2100000005 156" WB DRW Narrow Body Cutaway Buses. We are offering the Startrans Candidate II built on a Ford Transit chassis. The vehicle offered meets the specifications outlined except for the following:

- 1) We are providing an upgrade to the chassis GVWR to 11,000 GVWR
- 2) On Classes C,F,I & L a double fold-a-way seat is not available due to space limitations in the securement area.

Sonny Merryman Inc. agrees to be bound by the proposal without modifications, unless mutually agreed to upon further negotiations between State of West Virginia. This proposal is valid for (150) calendar days. We acknowledge and meet all warranty requirements outlined in this bid.

At time of this bid submittal Startrans is awaiting a determination from the FTA in regard to the required Altoona testing (Partial or Full) that will be required for the new engine in the Ford Transit Cutaways. Regardless of the testing required it will be completed prior to delivery.

Startrans is a well-established supplier in the industry manufacturing quality American made products. Sonny Merryman, Inc. a Virginia incorporated business and has provided quality sales and service to institutions and Governmental agencies since 1967. We look forward to a successful partnership on this procurement.

Principal point of contact:
C. Chad Seals
Commercial Sales
P.O. Box 495
Rustburg, VA. 24588
1-800-533-1006 Ext. 8606
(F) 1-434-821-4456
chad@sonnymerryman.com

Thank you for this opportunity and please call if you have questions.

Sincerely,



C. Chad Seals
Sonny Merryman, Inc.

ADA Certification

Certification of Compliance with the Americans with Disabilities Act of 1990

Startrans Bus hereby certifies that it shall comply with all requirements relating to vehicle design or special equipment design as required by the Americans with Disabilities Act of 1990 and any other federal accessibility regulations and subsequent amendments thereto that may be applicable to this procurement.

Date: 8/29/16

Company Name: Startrans

Name of Authorized Company Representative: Mark LeRoy

Title: Government Bid Administrator

Signature: 



To: Whom it May Concern

From: Larry Hall, Director of Engineering

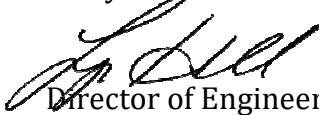
All StarTrans Models are fully compliant with any FMVSS, ADA and any other industry regulating standards in effect at the time of manufacture of a product.

StarTrans models are all added on to fully assembled chassis by Ford, General Motors, Freightliner or International. The chassis manufacturers each certify their products fully comply with all FMVSS, EPA and all other regulating agencies as applicable independently of body conversion applicable standards.

Please contact this office should any questions arise.

Sincerely,

Larry Hall



Director of Engineering

July 23, 2020

State of West Virginia
2019 Washington Street East
Charleston, WV. 25305

EXECUTIVE SUMMARY
REQUEST FOR Quotation (RFQ) PTR2000000003

ISSUED: June 30, 2020

RESPONSE SUBMITTED BY:
SONNY MERRYMAN, INC

Mailing Address:
PO Box 495
Rustburg, VA 24588

Physical Address:
5120 Wards Road
Evington, VA 24550

Persons Authorized to act on behalf of Sonny Merryman, Inc.

C. Chad Seals – Commercial Sales

800-533-1006 x8606

PO Box 495

Rustburg, VA 24588

chad@sonnymerrymn.com

www.sonnymerrymn.com

NORTHERN VIRGINIA

10149 Piper Lane
Bristow, VA 20136

📞 866.470.0305

📠 703.331.5518

CENTRAL VIRGINIA

5120 Wards Road
Evington, VA 24550

📞 800.533.1006

📠 434.821.8203

HAMPTON ROADS

1221 Fleetway Drive
Chesapeake, VA 23323

📞 866.481.7211

📠 757.485.3795

GREATER RICHMOND

11228 Hopson Road
Ashland, VA 2305

📞 804.297.3111

📠 804.297.3112

Persons authorized to submit mandatory reports as required in section IX:

A. Small Business Utilization – C. Chad Seals – Contact Info Above

B. Quarterly Sales Reports – C. Chad Seals – Contact Info Above

C. Surcharge Adjustment Fee –

Cindy Cutler – Secretary / Treasurer

800-533-1006 X8612

PO Box 495

Rustburg, VA 24588

cindy@sonnymerryman.com

If successful, this account will be managed by C. Chad Seals, Commercial Sales representative. Mr. Seals has been successfully managing contracts with the Virginia Department of Rail and Public Transportation for more than 20 years. He has also successfully managed contracts with the Commonwealth of Virginia Division of Purchases and Supply, the Virginia Department of Transportation, The Metropolitan Washington Council of Governments, The Virginia Department of Corrections and multiple local governments.

Sonny Merryman, Inc. has had long and successful partnerships with many agencies similar to the anticipated recipients for this contract. We know the customer base well and know their equipment preferences. We also have extensive knowledge of paint schemes, options preferences, seat coverings, etc. If we receive an award we will be able to seamlessly transition the purchasers to this new and exciting mass transportation option.

As will be mentioned throughout our proposal we invest heavily and take great pride in our after the sale service capabilities and performance. We feel strongly that the best investment we can make to encourage sales growth is to take care of the customers we have.

We will be bidding on the Ford Transit chassis only. The body manufacturer we represent is Forest River/ Startrans. They are an industry leader in mobility vehicles and have had a long partnership with Ford in this class of vehicles.

We comply with all proposal requirements.

NORTHERN VIRGINIA

10149 Piper Lane
Bristow, VA 20136

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📠 804.297.3112

**FMVSS/CMVSS Compliance Summary 2019-20****Commercial and MFSAB**

This vehicle conforms to all applicable U.S Federal Motor Vehicle Safety Standards and Canadian Motor Vehicle Safety Standards in effect on the date of manufacture		
C/FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	Startrans does not alter the OEM controls or displays. Any aftermarket seats and/or controls or displays subject to the standard meet this standard.
102	Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking Effect	Compliance is deferred to the chassis manufacturer.
103	Windshield Defrosting & Defogging Systems	Compliance is deferred to the chassis manufacturer.
104	Windshield Wiping & Washing Systems	Compliance is deferred to the chassis manufacturer.
105	Hydraulic Brake Systems	Test data kept on file for vehicles that have had the wheelbase extended, or have had other system modifications. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
106	Brake Hoses	Vehicles with wheelbase modifications have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
108	Lamps, Reflective Devices & Associated Equipment	Startrans does not alter OEM lighting. Additional lighting to include brake, turn, clearance, auxiliary and reverse lamps meet standard. Data on file.
108.1	Alternative Requirements for Headlamps	Startrans does not alter OEM lighting. Compliance is deferred to the chassis manufacturer.
110	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
111	Rear View Mirrors	All aftermarket mirrors installed by Startrans meet this standard and DOT regulations.
112	Headlamp Concealment Devices	Startrans does not manufacture vehicles with headlamp concealment devices.
113	Hood latch systems	Compliance is deferred to the chassis manufacturer.
114	Theft Protection	Compliance is deferred to the chassis manufacturer.
115	Vehicle Identification Number	Compliance is deferred to the chassis manufacturer.
116	Hydraulic Brake Fluids	Startrans does not alter brake systems. Vehicles with modified wheelbases have additional fluid added by chassis modifiers using OEM instruction and materials. All other system modifications utilize only OEM-approved fluid. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
118	Power Operated Window, Partition, and Roof Panel Systems	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or More	Compliance is deferred to the chassis manufacturer.
121	Air Brake Systems	Vehicles with wheelbase modifications have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
124	Accelerator Control Systems	Startrans does not alter the OEM accelerator system, with the exception of the addition of aftermarket fast idle systems on some vehicles. These systems meet this standard when installed in accordance with instructions.
125	Warning Devices	All vehicles manufactured by Startrans that are equipped with aftermarket (3) triangle kit meet this standard.
131	School Bus Pedestrian Safety Devices	All vehicles manufactured by Startrans are not completed to be used as school buses.
135	Light Vehicle Brake System with a GVWR of 3,500kg (7,716lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 3,500kg (7,716 lbs.) or Less.
201	Occupant Protection in Interior Impact	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
202	Head Restraints	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.

**FMVSS/CMVSS Compliance Summary 2019-20****Commercial and MFSAB**

This vehicle conforms to all applicable U.S Federal Motor Vehicle Safety Standards and Canadian Motor Vehicle Safety Standards in effect on the date of manufacture		
203	Impact Protection for the Driver from the Steering Control System	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
204	Steering Control Rearward Displacement	Compliance is deferred to the chassis manufacturer.
205	Glazing Materials	No modifications are made to the OEM Glazing materials. Additional glazing materials meet the standard. Data on file.
206	Door Locks and Door Retention Devices	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
207	Seating System	All seating installed by Startrans meets this standard. Test data on file.
208	Occupant Crash Protection	No alterations are made to the OEM seat belts, air bag systems or associated hardware. Any seat belt systems added meet the standard. Test data on file.
209	Seat Belt Assemblies	No alterations are made to the OEM seat belts or associated hardware. Any seat belt systems added meet the standard. Test data on file.
210	Seat Belt Assembly Anchorage	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Test data on file.
210.1	User-ready Tether Anchorages for Restraint System	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
210.2	Lower Universal Anchorage Systems for Restraint Systems and Booster Cushions	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
212	Windshield Mounting	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
213	Child Restraint Systems	Vehicles manufactured by Startrans, that are subject to this standard, have seating installed that meets this standard. Test data on file.
213.4	Built-in Child Restraint Systems and Built-in Booster Cushions	Vehicles manufactured by Startrans, that are subject to this standard, have seating installed that meets this standard. Test data on file.
214	Side Impact Protection with a GVWR of 4,536kg (10,000 lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
216	Roof Crush Resistance	Startrans does not manufacture vehicles with a GVWR of 2,722kg (6,000 lbs.) or Less.
217	Bus Window Retention and Release	No modifications are made to the OEM windows. Additional windows meet the standard. Test data on file.
219	Windshield Zone Intrusion	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
220	School Bus Rollover Testing	All vehicles manufactured by Startrans meet this standard. Test data on file
221	School Bus Body Joint Strength	All vehicles manufactured by StarTrans are not completed to be used as school buses, however, StarTrans does test vehicles to meet standard.
222	School Bus Passenger Seating and Crash Protection	All MFSAB vehicles manufactured by Startrans meet this standard. Test data on file
225	Child Restraint Anchorage Systems	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
301	Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.1	LPG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.2	CNG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.

**FMVSS/CMVSS Compliance Summary 2019-20****Commercial and MFSAB**

This vehicle conforms to all applicable U.S Federal Motor Vehicle Safety Standards and Canadian Motor Vehicle Safety Standards in effect on the date of manufacture

302	Flammability of Interior Materials	Materials installed in the interior of Startrans products meet the standard. Test data on file.
303	Fuel System Integrity of Compressed Natural Gas Systems	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
304	Compressed Natural Gas Fuel Container Integrity	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
305	Electrolyte Spillage and Electrical Shock Protection	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
403	Platform Lift System for Motor Vehicles	Startrans does not alter the platform lift system. Startrans install lift system in strict compliance with the manufacturers installation instructions. Startrans meets strength requirements. Test data on file.
404	Platform Lift Installation on Motor Vehicles	Compliance is deferred to the lift manufacturer.
1106	Noise Emissions	Startrans does not alter the OEM Chassis in the area which is stated in the incomplete vehicle documents. Data on file.

Signed: Date: 1/02/2019Title: Compliance Manger



Ford Motor Company

Is proud to recognize

Starcraft Commercial Bus (Forest River)

as a participant in the

Transit Bus

Qualified Vehicle Modifier Program

A handwritten signature in blue ink, reading "Richard D. Cupka", written over a horizontal line.

Richard D. Cupka -- SVE Quality Programs Mgr.



June, 2016



Forest River, Inc.

55470 County Road 1, P.O. Box 3030, Elkhart, Indiana 46515-3030 ■ 574-389-4600 ■ Fax 574-296-7558

February 14, 2019

To Whom It May Concern,

Forest River, Inc. is a final stage manufacturer of recreational vehicles, both towable and motorized. We also manufacture cargo trailers, shuttle buses, transit buses, school buses and cargo vans. The motorized version of our products are built on incomplete chassis, manufactured by various automotive manufacturers.

Forest River is an assembler, purchasing incomplete chassis, frames, tires & Wheels, axles, refrigerators, HVAC systems, ranges, ovens, microwaves, TV's, generators, exterior material, plumbing, electrical material, plastic components just to name a few that are manufactured by and supplied to us by other companies. These components are listed as required by the various agencies by those companies that manufacture and distribute them. These components are installed according to the manufacturer's recommendations. We also require, as part of our in line inspection, a periodic auditing and sign off of the installation of their products.

Forest River builds the products to the specifications required by the Federal Motor Vehicle Safety Act. We maintain a FMVSS/CMVSS booklet on our products with test data and illustrations of all 49 CFR 571 requirements, testing or approval data on components pertaining to the standards as required.

We are familiar with the Bureau of Motor Carrier Safety as it pertains specifically to our inter-company trucks and or trailers. These are not commercial for hire outside of Forest River, Inc. However drivers of these vehicles have a log book requirement, CDL licensing requirement and they are monitored on a regular basis.

The trailers and motorhomes for recreational use are built according to NFPA 1192 and the park trailers are built to NFPA 1195. These are also built to Z240 and Z241 for Canada.

Forest River, Inc. works closely with the National Highway Traffic Safety Administration in reporting any safety issues and recalls according to 49 CFR 573. Forest River provides quarterly reports to NHTSA under the TREAD Act by fulfilling our obligations to the Early Warning Reporting system.

Forest River requires copies of test data as it is stipulated by FMVSS/ CMVSS or NFPA on the material or subassemblies we purchase indicating they meet the requirements and are listed with various agencies such as ASTM, ANSI, ASHRAE, SPI, SAE, CSA, UL, ULC, IATMO, AGA just to name a few.

Forest River has safety committees established in various plants or group of plants to insure that the requirements of OSHA are met for the safety of the employee. All chemical documentation are available to all employees as well as a central bulletin board concerning their rights to know and safety.

"The Two Forests of Forest River... Forming Relationships with Nature"

If there are any questions please do not hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read "W. Conway Jr.", with a stylized, cursive script.

William G. Conway Jr.
Chief Corporate Engineer
Forest River, Inc.
574-534-6913
Fax: 574-343-5967
Email: bconway@forestriverinc.com

Certificate of Registration

This is to certify the Quality Management System of:

FOREST RIVER MANUFACTURING, LLC
Division 5

Location Addresses:

Starcraft Bus: Commercial
2367 Century Drive
Goshen, IN 46528

Starcraft Bus: School Bus
2408 Century Drive
Goshen, IN 46528

StarTrans Bus
2367 Century Drive
Goshen, IN 46528

has been assessed and found to be in compliance with the requirements of

ISO 9001:2008

for the following scope:

Design, Manufacturing, Sales, and Administration of Commercial, Government and School Busses

Certificate Number: **SARA-2006-CA-0031-B**

Originally Registered:
February 28, 2006

Latest Issue:
October 14, 2016

Expiry Date:
January 25, 2018



President, SARA Registrar





Certificate of Registration

This is to certify the Quality Management System of:

Forest River Manufacturing, LLC
Division 5

Location Addresses:

Starcraft Bus: Commercial
2367 Century Drive
Goshen, IN 46528

Starcraft Bus: School Bus
2408 Century Drive
Goshen, IN 46528

StarTrans Bus
2367 Century Drive
Goshen, IN 46528

has been assessed and found to be in compliance with the requirements of

ISO 9001:2008

for the following scope:

Design, Manufacturing, Sales, and Administration of Commercial, Government and School Busses.

Certificate Number: **SARA-2006-CA-0031-A**

Originally Registered:
February 28, 2006

Latest Issue:
January 26, 2015

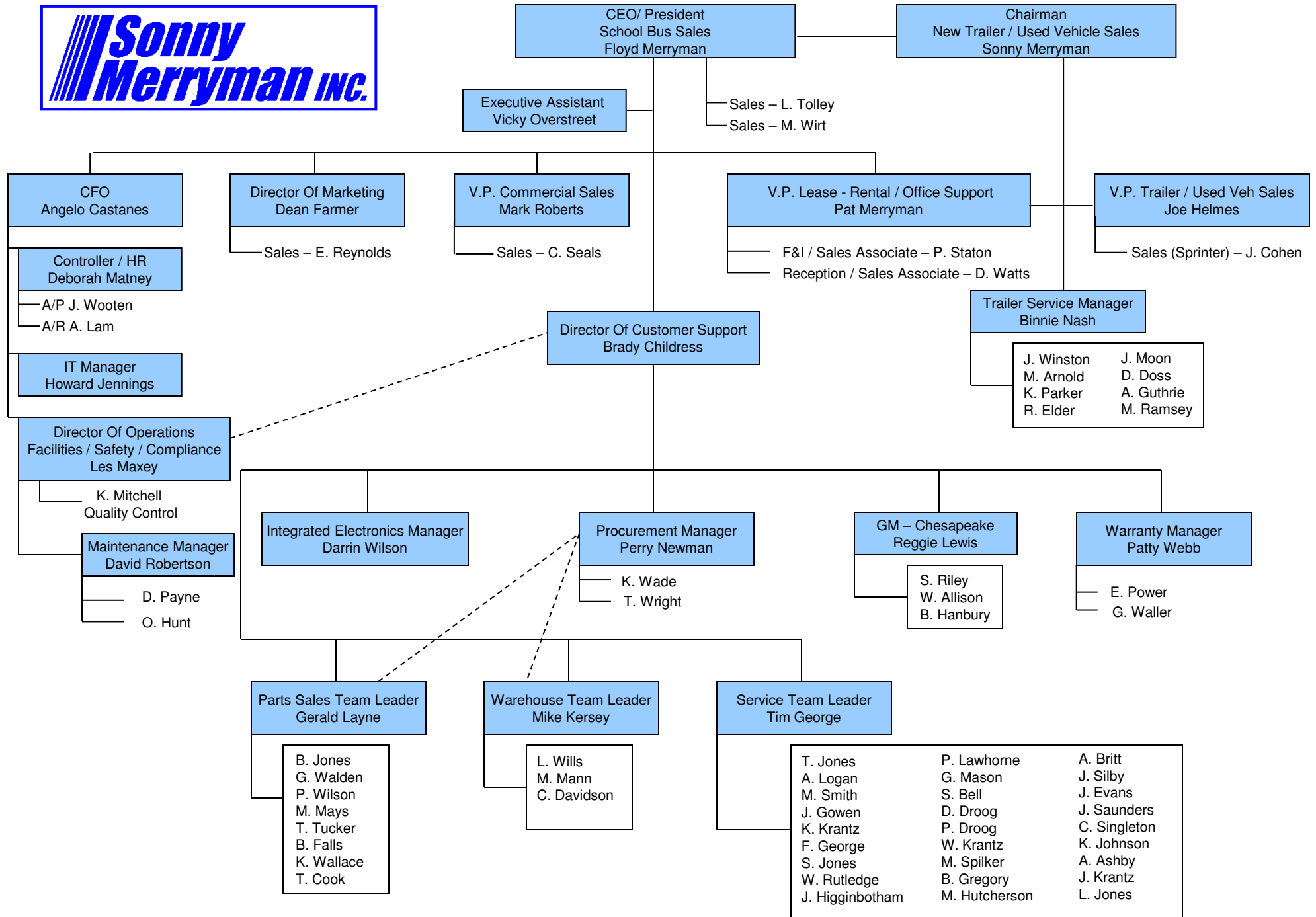
Expiry Date:
January 25, 2018

President, SARA Registrar



This registration is subject to the company maintaining its system to the required standard which will be monitored by SARA Registrar. This certificate remains the property of Standards American Registrations Authority (SARA Registrar) and shall be returned immediately upon request. An electronic certificate can be authenticated online www.sararegistrar.com – verify certificates.

SARA Registrar Headquarters: 1807D Santa Rita Road, #175, Pleasanton, CA 94566



REFERENCES

Washington Metropolitan Area Transit Authority

Don Scruggs, Assistant Director MetroAccess (301) 562-5371

Washington Metropolitan Area Transit Authority

Department of Access Services

6505 Belcrest Road, Room 413

Hyattsville, MD 20782

DScruggs@WMATA.com

Business to date: Over \$40,000,000/ Over 1000 units

Virginia Department of Rail and Public Transportation

Neil Sherman, Specialized Transportation Program Manager (804) 786-1154

Virginia Department of Rail and Public Transportation

600 East Main Street, Suite 2102

Richmond, VA 23219

Neil.sherman@drpt.virginia.gov

Business to date: Over \$70,000,000/ Over 1,500 units

Greater Richmond Transit Authority

Gerald Brink, Director of Maintenance (804) 358-3871

Greater Richmond Transit

301 East Belt Boulevard

Richmond, VA 23224

gbrink@ridegrtc.com

Business to date: Over \$5,000,000/ Over 100 units



■ Corporate Overview

Headquartered in Evington, Virginia, Sonny Merryman Inc. is celebrating 50 years of providing quality transportation equipment. The company also operates two additional sales and service centers in Chesapeake and Bristow, Virginia.

■ History

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

■ Mission Statement

Sonny Merryman Inc. strives to provide our customers with quality transportation equipment products and support at fair prices. We value the contributions of our employees and industry partners to our continuing success. We endeavor to maintain high standards of integrity and honesty and to grow our company in a sound financial environment while proudly serving our nation, our Commonwealth, and the communities where we live and work.

■ Ownership & Corporate Structure

From 1967 until 2001 Sonny Merryman Inc. was a family owned and operated business. In 2001, Sonny Merryman Inc. became an employee owned company (ESOP). The Merryman family remains active in the day-to-day operations of the company. Our founder, Sonny Merryman, Jr., passed away in 2013. His son, Floyd Merryman, III, serves as our President and CEO and daughter, Pat, is the Administrative Vice President. The company's Board of Directors is comprised of the Merryman family, along with Chief Financial Officer, Angelo Castanes, Vice President for Sales, Mark Roberts, Vice President for Trailer Operations, Joe Helms and company Comptroller, Deborah Matney who also serves as the board's Secretary/Treasurer.

■ Product Lines

The company is separated into two primary divisions – buses and trailers. On the "bus side," the company is the Virginia dealer for Thomas Built Buses of High Point, NC. Thomas is recognized worldwide as a leading manufacturer of school buses. Thomas is a subsidiary of the Freightliner Corporation and its parent company, Daimler Trucks North America. Sonny Merryman Inc. is also the exclusive statewide dealer for the Freightliner school bus chassis and the new SAF-T-LINER C2 new generation school bus distributor.

The company is a perennial member of Thomas' prestigious Gold Level President's Club - awarded annually for outstanding sales and customer support performance. Sonny Merryman Inc. has been named Thomas' Dealer of the Year five times, the only Thomas dealer to be recognized more than three times as Dealer of the Year.

The company also represents several national shuttle bus and specialty vehicle manufacturers and including ARBOC, AbiliTrax, Berkshire Coach, Braun Ability, Diamond, El Dorado National, Elkhart Coach, Hometown Trolley, MV-1, Starcraft, Startrans, and Transit Works. Many of these units are equipped with wheelchair lifts (paratransit units) to assist the physically disadvantaged with transportation services. Sonny Merryman Inc. is recognized nationally as one of the country's premiere dealers for shuttle and paratransit vehicles. The company annually delivers hundreds of vehicles to public transit operations, human service providers, state and local agencies, churches, senior living and healthcare facilities, colleges and universities, and many other organizations and companies who provide transportation services.

Sonny Merryman Inc. has been awarded numerous state contracts for purchase and delivery of shuttle buses and specialty vehicles. The company also maintains federal bus contracts with the General Services Administration. Many of these buses are delivered to Veterans Administration and other federal agencies all across the country. An offshoot of the bus side is the mobility equipment business. The company is an authorized dealer for many of the nation's leading mobility equipment manufacturers including Braun, Ricon, Sure/Lok and Q-straint.

On the company's "trailer side," Sonny Merryman Inc. is a distributor for Fontaine (flat beds), Winston (low boys), and Big John (log trailers). The "trailer side" customer base consists largely of local small independent truckers, loggers, and companies who operate their own truck fleets. In addition to new equipment, the company also maintains a large inventory of used trailers and storage containers. The storage trailer/container business is an important component on the "trailer side". Customers include mass merchandisers (Wal-Mart, K-Mart), contractors, and any business or individual with a need for temporary on-site storage.



■ Facilities

Conveniently located on sixty acres along U.S. Route 29 near Lynchburg in central Virginia, Sonny Merryman Inc.'s corporate headquarters proudly boasts one of the country's largest and most modern transportation equipment dealership facilities. The company's primary location currently has more than 60,000 square feet of under roof office space, service facilities, and warehousing. The company's extensive inventory of buses, trailers, and containers is maintained at the Central Virginia location. In 2004 Sonny Merryman opened a new Sales and Service Center in Virginia's Hampton Roads region. As of May 2016, we have moved our Hampton Roads location into a brand new, state-of-the-art \$6 million facility. In 2006 the company seized another expansion opportunity into the populous and lucrative Northern Virginia market just outside the nation's capital.

■ Workforce

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

The **PARTS DEPARTMENT** currently has 19 full time employees including a parts/purchasing manager along with seven parts analysts, a buyer, an administrative assistant, four outside sales representatives, three shipping and receiving clerks, and two warehouseman. Thousands of bus and trailer parts are stocked and distributed from the company's three locations. The parts department also operates multiple delivery and field parts sales vehicles. The parts support fleet services the entire Commonwealth delivering special order and critical parts as well as receiving parts orders.

The **CUSTOMER SUPPORT DEPARTMENT** has approximately sixty full time employees who work in two daily shifts. The staff includes a Director of Operations, Director of Customer Support, Trailer Service Manager, Service Team Leader, General

managers in both Hampton Roads and Northern Virginia, customer support administrators both for buses and trailers, and an array of technical service specialists, service writers, field service technicians, a quality assurance specialist, a lettering/graphics specialist, a warranty administrator and two warranty processors. A team of highly trained mechanics and technicians round out the staff. Many of the technicians are certified by Thomas, Freightliner, Caterpillar, Cummins, Allison and numerous other equipment and component manufacturers.

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

In addition to its full time work force, the company employs about a dozen individuals on a part-time as needed basis – primarily drivers and delivery persons. All in all, the company employs more than 120 full time workers and 15 part time associates.

■ Corporate Revenues

For calendar year 2015 the company's gross revenues exceeded \$90M dollars.

New Bus Order to Production Process Mapping

Bus purchase order received.

Salesperson reviews and confirms order with Customer.

Upon order confirmation, sales management team creates valid configuration.

Sales management team submits order to Manufacturer.

Once unit is scheduled for production, sales management team advises salesperson of production time frame.

Salesperson advises customer of an estimated delivery date based on manufacturer's estimated ready date, add on lead times, add on equipment labor requirements, and current backlog.

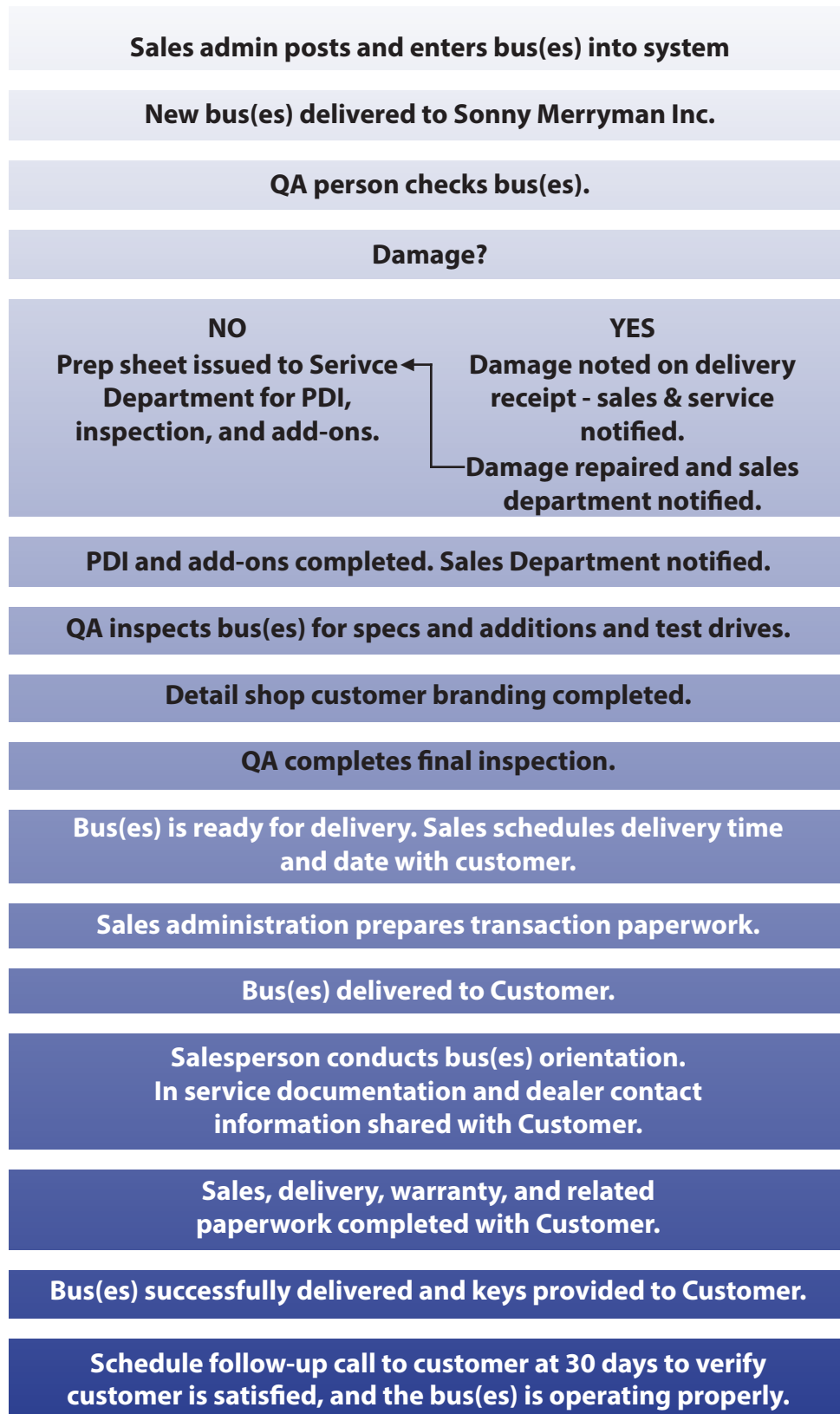
Sales management team keeps salesperson advised of any potential changes in the estimated delivery time frame. Any changes will be communicated to customer immediately.

Bus completed at Manufacturer and unit pick-up scheduled.

Bus picked up from Manufacturer and delivered to Sonny Merryman Inc.

Bus follows "New Bus Delivery Process Mapping".

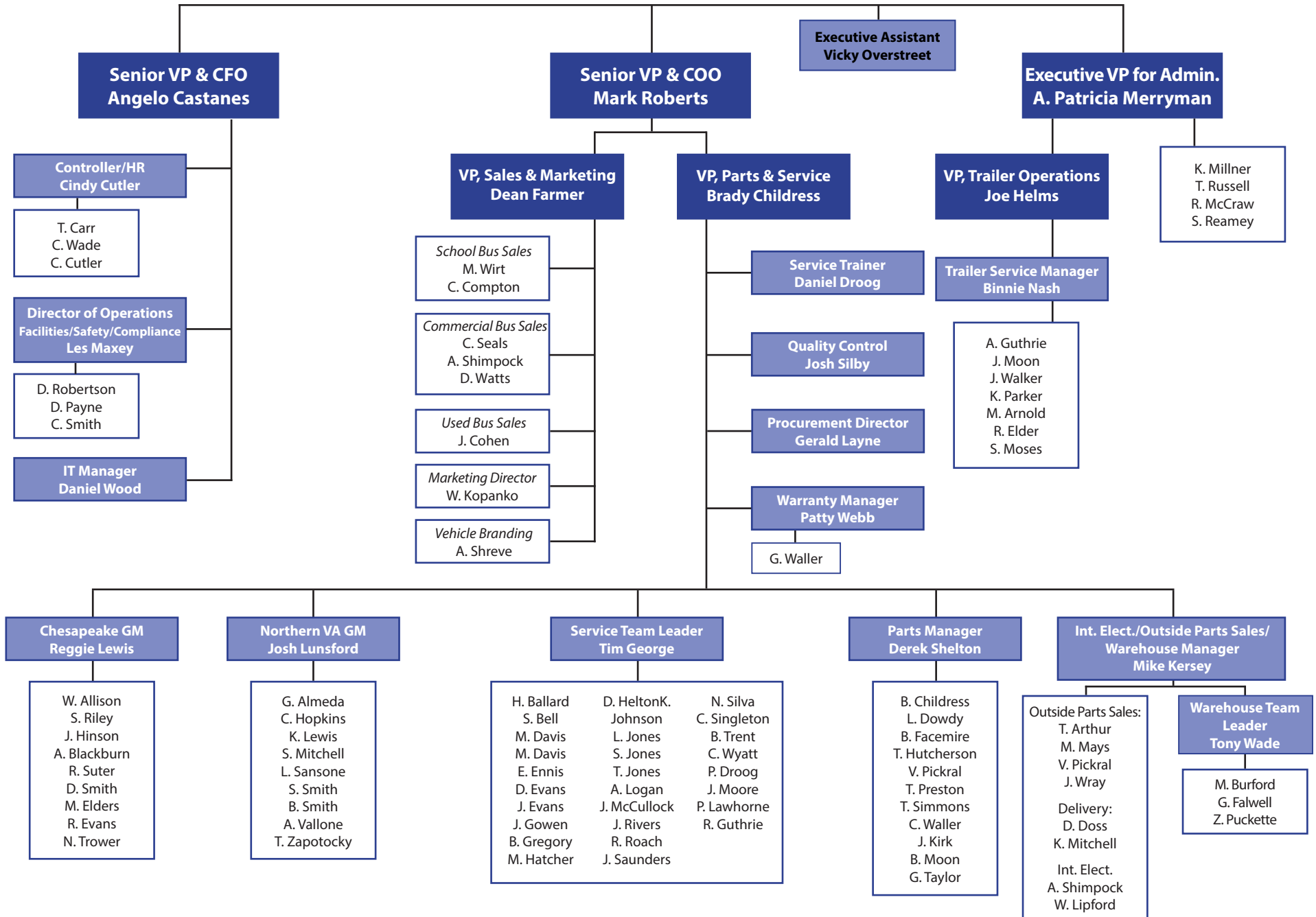
New Bus Delivery Process Mapping





Organizational Chart

President & CEO
Floyd W. Merryman, III





VIRGINIA'S BUS COMPANY

Key Staff Information

Sales and Administration

Name	Title	Years of Experience
Floyd Merryman	President & CEO	35
Mark Roberts	Senior VP of Sales Manager	29
C. Chad Seals	Commercial Sales	19

Service and Parts Support

Name	Title	Years of Experience
Brady Childress	VP of Parts and Service	16
Tim George	Service Manager	19
Pam Lawhorn	Service Administrator	30
Rebekah Guthrie	Service Administrator	10
Daniel Droog	Service Trainer	15
Josh Silby	Quality Assurance Coordinator	19
Patty Webb	Warranty Manager	26
Gerald Layne	Procurement Director	33
Derek Shelton	Parts Manager	35
Victor Pickral	Western Region Parts Representative	20

Sonny Merryman Inc. At A Glance

- Founded in 1967, More than 50 Years in Business
- Virginia's Largest and Most Experienced Bus Dealer
- Ownership: Employee Stock Owned Program (ESOP)
- Four Locations: Central Virginia, Northern Virginia, Hampton Roads, and Greater Richmond
- Workforce: 148+ Employees with more than 1,200 years of combined experience

**FMVSS/CMVSS Compliance Summary 2015****Commercial and MFSAB**

The following information summarizes the C/FMVSS standards and the Compliance Action taken by Startrans Bus

C/FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	Startrans does not alter the OEM controls or displays. Any aftermarket seats and/or controls or displays subject to the standard meet this standard.
102	Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking Effect	Compliance is deferred to the chassis manufacturer.
103	Windshield Defrosting & Defogging Systems	Compliance is deferred to the chassis manufacturer.
104	Windshield Wiping & Washing Systems	Compliance is deferred to the chassis manufacturer.
105	Hydraulic Brake Systems	Test data kept on file for vehicles that have had the wheelbase extended, or have had other system modifications. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
106	Brake Hoses	Vehicles with wheelbase modifications have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
108	Lamps, Reflective Devices & Associated Equipment	Startrans does not alter OEM lighting. Additional lighting to include brake, turn, clearance, auxiliary and reverse lamps meet standard. Data on file.
108.1	Alternative Requirements for Headlamps	Startrans does not alter OEM lighting. Compliance is deferred to the chassis manufacturer.
110	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
111	Rear View Mirrors	All aftermarket mirrors installed by Startrans meet this standard and DOT regulations.
112	Headlamp Concealment Devices	Startrans does not manufacture vehicles with headlamp concealment devices.
113	Hood latch systems	Compliance is deferred to the chassis manufacturer.
114	Theft Protection	Compliance is deferred to the chassis manufacturer.
115	Vehicle Identification Number	Compliance is deferred to the chassis manufacturer.
116	Hydraulic Brake Fluids	Startrans does not alter brake systems. Vehicles with modified wheelbases have additional fluid added by chassis modifiers using OEM instruction and materials. All other system modifications utilize only OEM-approved fluid. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
118	Power Operated Window, Partition, and Roof Panel Systems	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or More	Compliance is deferred to the chassis manufacturer.
121	Air Brake Systems	Vehicles with wheelbase modifications have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
124	Accelerator Control Systems	Startrans does not alter the OEM accelerator system, with the exception of the addition of aftermarket fast idle systems on some vehicles. These systems meet this standard when installed in accordance with instructions.
125	Warning Devices	All vehicles manufactured by Startrans that are equipped with aftermarket (3) triangle kit meet this standard.
131	School Bus Pedestrian Safety Devices	All vehicles manufactured by Startrans are not completed to be used as school buses.
135	Light Vehicle Brake System with a GVWR of 3,500kg (7,716lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 3,500kg (7,716 lbs.) or Less.
201	Occupant Protection in Interior Impact	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
202	Head Restraints	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.

**FMVSS/CMVSS Compliance Summary 2015****Commercial and MFSAB**

The following information summarizes the C/FMVSS standards and the Compliance Action taken by Startrans Bus

203	Impact Protection for the Driver from the Steering Control System	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
204	Steering Control Rearward Displacement	Compliance is deferred to the chassis manufacturer.
205	Glazing Materials	No modifications are made to the OEM Glazing materials. Additional glazing materials meet the standard. Data on file.
206	Door Locks and Door Retention Devices	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
207	Seating System	All seating installed by Startrans meets this standard. Test data on file.
208	Occupant Crash Protection	No alterations are made to the OEM seat belts, air bag systems or associated hardware. Any seat belt systems added meet the standard. Test data on file.
209	Seat Belt Assemblies	No alterations are made to the OEM seat belts or associated hardware. Any seat belt systems added meet the standard. Test data on file.
210	Seat Belt Assembly Anchorage	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Test data on file.
210.1	User-ready Tether Anchorages for Restraint System	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
210.2	Lower Universal Anchorage Systems for Restraint Systems and Booster Cushions	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
212	Windshield Mounting	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
213	Child Restraint Systems	Vehicles manufactured by Startrans, that are subject to this standard, have seating installed that meets this standard. Test data on file.
213.4	Built-in Child Restraint Systems and Built-in Booster Cushions	Vehicles manufactured by Startrans, that are subject to this standard, have seating installed that meets this standard. Test data on file.
214	Side Impact Protection with a GVWR of 4,536kg (10,000 lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
216	Roof Crush Resistance	Startrans does not manufacture vehicles with a GVWR of 2,722kg (6,000 lbs.) or Less.
217	Bus Window Retention and Release	No modifications are made to the OEM windows. Additional windows meet the standard. Test data on file.
219	Windshield Zone Intrusion	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
220	School Bus Rollover Testing	All vehicles manufactured by Startrans meet this standard. Test data on file
221	School Bus Body Joint Strength	All MFSAB vehicles manufactured by Startrans meet this standard. Test data on file
222	School Bus Passenger Seating and Crash Protection	All MFSAB vehicles manufactured by Startrans meet this standard. Test data on file
225	Child Restraint Anchorage Systems	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
301	Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.1	LPG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.2	CNG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.

**FMVSS/CMVSS Compliance Summary 2015****Commercial and MFSAB**

The following information summarizes the C/FMVSS standards and the Compliance Action taken by Startrans Bus

302	Flammability of Interior Materials	Materials installed in the interior of Startrans products meet the standard. Test data on file.
303	Fuel System Integrity of Compressed Natural Gas Systems	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
304	Compressed Natural Gas Fuel Container Integrity	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
305	Electrolyte Spillage and Electrical Shock Protection	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
403	Platform Lift System for Motor Vehicles	Startrans does not alter the platform lift system. Startrans install lift system in strict compliance with the manufacturers installation instructions. Startrans meets strength requirements. Test data on file.
404	Platform Lift Installation on Motor Vehicles	Compliance is deferred to the lift manufacturer.
1106	Noise Emissions	Startrans does not alter the OEM Chassis in the area which is stated in the incomplete vehicle documents. Data on file.

Signed: 

Date: 1/1/2015

Title: Compliance Manger



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

Headquarters

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

November 9, 2016

Donall Hasty
Starcraft Bus/StarTrans Bus
DBE Liaison Officer
2367 Century Drive
Goshen, IN 46525

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2017

Dear Mr. Hasty:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Starcraft/StarTrans Bus' Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2017 for the period of October 1, 2016–September 30, 2017. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your FY 2017 DBE goal and determined that it is compliant with DOT's DBE regulations. You are eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2017 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by December 1, 2016. This report should reflect all FTA-funded contracting activity for the second period of FY 2016 (i.e., from April 1 to September 30).

Please also be mindful that your FY 2018 DBE goal methodology must be submitted to FTA by August 1, 2017. Any updates to the program plan must be submitted to FTA as they occur. Thank you for your cooperation. If you have any questions regarding this approval, please contact the FTA DBE Team via e-mail at FTATVMSubmissions@dot.gov.

Sincerely,

John Day
Program Manager for Policy and Technical Assistance
Office of Civil Rights



June 22, 2020

To Whom It May Concern:

Re: StarTrans Electrical Practices

From: Larry Hall, Director of Engineering

StarTrans Bus hereby certifies that all electrical circuits provided by StarTrans Bus are of adequate size to withstand stated loads without difficulty. Wire and fuse protection sizing and type follow NEC and SAE guidelines, and adequate strain relief is provided through the use of insulated "P" clamps and routing avoids excessive temperature. Wiring routed through holes includes the insertion of appropriate grommets to protect from abrasion.

Certain add-on components from vendors may include their supplied electrical items and fuse protection.

StarTrans Bus incurs an annual audit by Ford for QVM certification. A part of that audit relates to electrical and our QVM audits never reference issues with our electrical practices.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Hall', is positioned above the printed name of the signatory.

Larry Hall, Director of Engineering

LH:jc



REFERENCES

U.S. General Services Administration (GSA)

Federal Acquisition Services, Office of Acquisition Services
Medium & Heavy Automotive Acquisition Support Division
Craig Yokum
1800 F St. NW HUB 3200
Washington, DC 20405
703-605-9291
craig.yokum@gsa.gov

RTD – Regional Transportation District

Robbie Hunter
Senior Equipment Engineer
1900 31st Street
Denver, CO 80216
303-299-6930

Colorado Department of Transportation – Transit Unit

Jeff Sanders
Transit Infrastructure Specialist
4201 East Arkansas Avenue
Shumate Building
Denver, Colorado 80222
303-757-9771

Minnesota Department of Transportation

Office of Transit

Kathy Fuller
Program Coordinator
395 John Ireland Boulevard
Saint Paul, MN 55155
651-366-4190



Tennessee Department of Transportation

Jerry Roache
Transportation Specialist
505 Deaderick Street, STE 1800
James K. Polk Building
Nashville, TN 37243-0325
615-253-1038
Jerry.Roache@tn.gov

Kentucky Public Transit Association

James Phillips
Rural Transit Enterprises Coordinated, I
100 E Main ST
Mount Vernon, KY 40456
(606) 256-9835
james@4rttec.com

Missouri Department of Transportation

Tom Veasman
Senior General Services Specialist
830 MoDOT Drive
Jefferson City, MO 65102
(573) 522-4404



Eligible Transit Vehicle Manufacturers

DBE regulations require FTA recipients to report transit vehicle procurement awards (49 CFR 26.49). Since November 2014, FTA grantees have been required to submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract. Only eligible TVMs may bid on FTA-assisted transit vehicle procurements. Transit vehicle manufacturers that have submitted a goal methodology to FTA that has been approved, or has not been disapproved, at the time of solicitation are eligible to bid (49 CFR 26.49(a)(1)). The following is a list of eligible TVMs:

Transit Vehicle Manufacturer	Address	DBE Goal %	DBE Liaison Officer/ Email
Alexander Dennis	31566 Railroad Canyon Road Suite 342 Canyon Lake, CA	3.00%	Judy Lovitt
Alstom Transport	1 Transit Drive Hornell, NY	7.55%	Michelle Studer
AMASA Transportation Corporation	1070 Commerce Drive Madison, GA	1.07%	Chris Neumann
American CRRC Tangshan Rolling Stock, LLC	1889 Preston White Drive, Suite 202 Reston, VA 20191	7.45%	Zhao Liyan
ARBOC	51165 Greenfield Parkway Middlebury, IN	1.00%	Debbie Baker
Blue Bird	402 Blue Bird Blvd., P.O. Box 937 Fort Valley, GA	1.00%	Linda Belflower
Bombardier	1101 Parent Street Saint-Bruno, Quebec, Canada	8.50%	Sophie Moore

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Braun	631 W. 11th Street Winamac, IN	5.00%	Ken Morge
Brookville Equipment Corp.	175 Evans Street Brookville, PA	4.40%	Ron Rodgers
Brown Industries, LLC	807 East 29th Street Lawrence, KS	2.06%	Dane Johnson
BYD	1800 South Figueroa Street Los Angeles, CA	7.00%	Greg Davis
CAF USA	1401 K Street, NW Washington, DC	3.51%	Tonia Crosby
Champion Bus/General Coach America	331 Graham Road Imley City, MI	1.00%	Brad Lupo
Coach & Equipment Manufacturing	130 Horizon Park Drive Penn Yan, NY	1.26%	Gina Zito
Collins Bus	415 W. 6th Avenue South Hutchington, KS	0.48%	Jeff Eriksen
Complete Coach Works	1863 Service Court Riverside, CA	1.00%	Michael Perez
CRRC MA Corporation	100 Summer Street, Suite 1603 Boston, MA	7.25%	Tina Andrews
CRRC Sifang America	300 North LaSalle Street, Suite 2240 Chicago, IL	1.90%	James Kozicki
Diamond Acquisition d/b/a Diamond Coach	2300 W. 4th Street Oswego, KS	1.10%	Kate Strickland
EIDorado National	9670 Galena Street Riverside, CA 1655 Wall Street Salina, KS	3.43%	Jake Calvo

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Fenton Mobility	1209 E. Second Street Jamestown, NY	0.105%	Mary Gabalski
Forest River: Elkhart Coach, Glaval Bus, Starcraft/StarTrans Bus	914 County Road 1 Elkhart, IN	Elkhart: 0.75%; Glaval: 0.71%; Starcraft: 0.82%	Donall Hasty
FR Conversions	1231 Tech Court Westminster, MD	0.20%	Paul Kluth
Gillig	25800 Clawiter Road Hayward, CA	2.70%	Chris Turner
Gomaco	P.O. Box 151 Ida Grove, IA	1.27%	Troy Kruse
Grand West Transportation International Ltd.	3168 262nd Street Aldergrove BC, Canada	1.16%	Ryan Lindgren
Green Power	31-7000 Merrill Avenue Chino, CA	6.27%	Fraser Atkinson
Higher Power	11 Sunny Slope Terrace Yonkers, NY	3.06%	Michael Liebler
Hitachi Rail Italy	Via Cilliegiole 110/B 51100 Pistoria, Italy	8.00%	William E. Doyle Jr.
Hometown Trolley/Double K	701 North Rail Road Avenue Crandon, WI	4.00%	Talia Walerko
Inekon	350 SE 2nd Street, Suite 730 Fort Lauderdale, FL	2.03%	Milo Srkal
Kawasaki	29 Wells Avenue Building #4 Yonkers, NY	6.92%	Tadashi Doi
Kiepe Electric Inc.	395 Curie Drive Alpharetta, GA	2.14%	Noel Dsa
Kinkisharyo	300 North	2.30%	Melissa

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International	Continental Blvd., Suite 300 El Segundo, CA		Rath
Lone Star	12953 Highway 63 West Tyler, TX	3.00%	Norma Niderhofer
Metro Worldwide, LLC	3101 Willow Creek Court, P.O. Box 147 Clear Lake, IA	1.28%	Scott Loges
Midway Specialty Vehicles	2940 Dexter Drive Elkhart, IN	6.73%	Mike R. Violi
Midwest Bus Corporation	1940 W. Stewart Street Owosso, MI	0.70%	Julita A. Velasco
Mitsubishi Heavy Industries America, Inc.	630 Fifth Avenue, Suite 2650 New York, NY	2.00%	Michael Ang
Mobility TRANS	42000 Koppernick Road, #A3 Canton, MI	2.00%	Dave Brown
MotivePower, Inc.	4600 Apple Street Boise, ID	2.00%	Zach Maulik
Motor Coach Industries	200 E. Oakton Street Des Plaines, IL	4.90%	Pablo Batista
National Van Builders	80 Pine Street Attleboro, MA	5.00%	Glen Perlman
New England Wheels	33 Manning Road Billerica, MA	4.00%	Gerald Dann
New Flyer	711 Kernaghan Avenue Winnipeg, Manitoba	4.20%	Darrin Smith
Nor-Cal Vans	1300 Nord Avenue, Suite 125 Chico, CA	3.00%	Amanda McTavish
Nova Bus/Prevost Car	260 Banker Road Plattsburgh, NY	3.00%	Karen Honeysett
Prime-Time Specialty Vehicles, Inc	56616 Elk Park Drive Elkhart, IN	2.00%	Steve Rand

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Progress Rail Locomotive	1600 Progress Drive Albertville, AL	1.50%	Susan Lash
Proterra	1 Whitlee Court Greenville, SC	3.10%	Eric McCarthy
RELCO Locomotive Inc.*	P.O. Box 218 Albia, IA	3.80%	Douglas Bachman
Revability Inc.	401 Capacity Dr Longview, TX	0.12%	Chuck Fortinberry
Siemens Mobility Inc. f/k/a Siemens Industry, Inc.	7464 French Road Sacramento, CA	5.69%	Michelle Picard
Stadler US	231 North Avenue W. #112 Westfield, NJ	3.10%	Aaron Wilcoxon
Sumitomo	9500 W. Bryn Mawr Ave, Suite 400 Arlington Heights, IL	5.17%	Shunsuke Takaya
Sunset Vans, Inc.*	8851 Lakewood Blvd. Downey, CA 90240	1.00%	Chris Perez
Talgo	3533 North 27th Street Milwaukee, WI	2.61%	Ferran Canals
Thomas Built Buses	1408 Courtesy Road High Point, NC	2.59%	Kenneth Hedgecock
TransitWorks, LLC	1090 W. Wilbeth Road Akron, OH	1.20%	Cindy Poinar
Turtle Top	67819 State Road 15 New Paris, IN	0.85%	Matthew Gaff
Waldock Crafts Inc.	13821 Lake Drive NE Forest Lake, MN	2.30%	Scot Maki

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*Goal methodology has been submitted and is pending review by FTA. The TVM is eligible to bid on FTA-assisted procurements.

Updated: Thursday, June 21, 2018

Related Links

- [Transit Vehicle Manufacturers \(TVMs\)](#)
- [Transit Vehicle Award Reporting Form](#)

Contact Us

Office of Civil Rights

Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
United States

Phone: 888-446-4511

Business Hours:

8:30am-5:00pm ET, M-F

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STARCRAFT BUS VEHICLE ENGINEERING EXPERIENCE
SUMMARY

150.9

Combined Years
Experience

Name	Degree	Employer Name	From	To	Years	Industry Type
Vince Cline		Goshen Coach	Mar-00	Sep-01	1.5	Commercial Bus
Vince Cline		Startrans Bus	Oct-01	Jul-02	0.7	Commercial Bus
Vince Cline		Four Winds International	Jul-02	Nov-05	3.3	Automotive/RV
Vince Cline	A.A.S	Glaval Bus	Nov-05	Nov-09	4.0	Commercial Bus
Vince Cline		Starcraft Bus	Nov-09	Jan-15	5.2	Commercial Bus
Tim Smart	Associate	Goshen Coach	Aug-93	Aug-06	13.0	Commercial Bus
Tim Smart		Starcraft Bus	Aug-06	Jan-15	8.5	Commercial Bus
Mike Kline		Starcraft Bus	Jun-99	Jan-15	15.7	Commercial Bus
Larry Hall		Goshen Coach	May-86	Aug-90	4.3	Commercial Bus
Larry Hall		Holiday Rambler Corporation	Aug-90	Jan-91	0.4	Towable/RV
Larry Hall		Goshen Coach	Jan-91	Jun-95	4.4	Commercial Bus
Larry Hall		National Mobility Corporation/Starcraft Automotive (Purchased)	Jun-95	Feb-99	3.7	Mobility Van/ADA - Commercial Bus
Larry Hall		Goshen Coach	Feb-99	Oct-99	0.7	Commercial Bus
Larry Hall		Monaco Coach Corporation	Oct-99	May-02	2.6	Towable/RV
Larry Hall		Starcraft Bus.	May-02	Aug-03	1.3	Commercial Bus
Larry Hall		Starcraft Bus.	Aug-05	Jan-15	9.5	Commercial Bus
Brad Gould		Euro-Liner	Jan-97	Jan-02	5.0	Class A RV
Brad Gould		Jayco	Jan-02	Jan-04	2.0	Class A RV
Brad Gould		Starcraft Bus	Jan-04	Jan-15	11.1	Commercial Bus
Mark Barczak	Associate	Goshen Coach	Mar-92	Dec-99	7.8	Commercial Bus
Mark Barczak		Glaval Bus	Jan-00	Jan-01	1.0	Commercial Bus
Mark Barczak		Supreme Corporation	Jan-01	Aug-11	10.6	Commercial Bus
Mark Barczak		Starcraft Bus	Jan-12	Jan-15	3.1	Commercial Bus
Jamie Garcia		Supreme Corporation	Mar-95	Aug-95	0.4	Supreme truck
Jamie Garcia		Startrans bus	Apr-97	Jan-15	17.8	Commercial Bus
Donall Hasty		Product Action	Aug-00	Feb-03	2.5	Automotive/Teir 1
Donall Hasty		Goshen Coach	Feb-04	Apr-14	10.1	Commercial Bus
Donall Hasty		Starcraft Bus	Apr-14	Jan-15	0.8	Commercial Bus

RAIN BOOTH INFORMATION

Constructed as part of a corporate-wide pre-delivery inspection facility, the Forest River 20' x 50' motorized vehicle rain booth utilized by Starcraft and Startrans Bus offers exceptional performance in the area of water leak detection.



The motorized vehicle rain booth adds front wall nozzles to the design of the towable rain booth, simulating the pelting of oncoming rain at highway speeds. Both booths include two 1200 gallon recycling tanks and utilize a 12Horsepower pump with multi-bank filters capable of delivering 40 – 60 p.s.i. That equates to 300 gallons per minute pushed through the spray heads, or the equivalent of a 24 inch-per-hour downpour!

With nozzles directed at the roof, sidewalls, front and undercarriage, nothing goes untouched in our quest for leak elimination. Using both velocity and volume in our test procedure ensures our valuable customers that we are doing the utmost to deliver a leak-free product to them.



Visitors are always welcome to witness the test booths whenever they are in operation.

Exhibit A - Pricing Page				
156" Wheelbase Transit Van Dual Rear Wheel (DRW) narrow Body Cutaway Vehicle				
CLASS	ITEM DESCRIPTION	UNIT PRICE PER VEHICLE	ESTIMATED QUANTITY	EXTENDED PRICE
A	Vehicle Non-Accessible / Paratransit Package	\$ 71,454.00	5	\$ 357,270.00
B	Vehicle with One Wheelchair (WC) Positions/ Paratransit Package	\$ 79,300.00	5	\$ 396,500.00
C	Vehicle with Two Wheelchair (WC) Position / Paratransit Package	\$ 78,879.00	5	\$ 394,395.00
D	Vehicle/ Front Lift / 3 WC Positions	\$ 80,099.00	5	\$ 400,495.00
E	Vehicle/ One Wheelchair (WC)/ Fixed Route Packag	\$ 83,801.00	5	\$ 419,005.00
F	Vehicle/Two WC / Fixed Route Package	\$ 83,541.00	5	\$ 417,705.00
G	Vehicle/ Front Lift / Three Wheelchair Positions/ Fixed Route Package	\$ 84,719.00	5	\$ 423,595.00
H	Vehicle/ One WC Position / Fixed Route Package / Full Bus Paint	\$ 87,626.00	5	\$ 438,130.00
I	Vehicle / 2 WC Positions / Fixed Route Package / Full Bus Paint	\$ 87,366.00	5	\$ 436,830.00
J	Vehicle /Front Lift / Three WC Positions/ Full Bus Paint	\$ 89,360.00	5	\$ 446,800.00
K	Vehicle/One WC/Fixed Route Package/ Three Quarter Body Paint with Expanded Graphics Vehicle Skirt PaintinG	\$ 89,168.00	5	\$ 445,840.00
L	Vehicle/Two WC/Fixed Route Package/ Three Quarter Body Paint with Expanded Graphics Vehicle Skirt Painting	\$ 88,216.00	5	\$ 441,080.00
M	Vehicle/Front Lift / Three WC/Fixed Route Package/ Three Quarter Body Paint with Expanded Graphics	\$ 89,394.00	5	\$ 446,970.00
N	Vehicle/One WC/Fixed Route Package/ Vehicle Skirt Painting	\$ 84,438.00	5	\$ 422,190.00
O	Vehicle / Two WC Position/ Fixed Route Package / Vehicle Skirt PaintinG	\$ 84,872.00	5	\$ 424,360.00
P	Vehicle /Front Lift / Fixed Route Package / Vehicle Skirt PaintinG	\$ 85,356.00	5	\$ 426,780.00
				\$ -
A1	Option to add Bus Driver Safety Barrie	\$ 1,084.00	5	\$ 5,420.00
TOTAL BID AMOUNT				\$ 6,743,365.00
	*Please note these are only estimated quantities and do not reflect any guarantee of purchase.			
	*The DPT may purchase more or less as needed.			
	*Please do not alter pricing page.			

Limited Warranty

IVS, Inc. dba AngelTrax, warrants its product to be free from manufacturer's defects in material and workmanship under normal use and service for the designated warranty period, as listed below, from the date of purchase. "Normal use" means the product was used for intended purposes, maintained properly and protected from deliberate damage. The following products are covered by the limited warranty for the following periods of time:

- **Five (5) years from date of purchase parts and labor on the Vulcan Series V5SD™, V5™, V5X3™, V6X3™, VX7A1™, V12™ and V24™ MDVRs**
- **Five (5) years from date of purchase parts and labor on the Vulcan Series Hybrid Component V8HCNVR™, V12HCNVR™ and V16HCNVR™**
- **Five (5) years from date of purchase parts and labor on the Vulcan Series V32™ Commercial NVR**
- **Five (5) years from date of purchase parts and labor on the Hybrid Component Series Hybrid Quest™, Hybrid Quest Edge™, Hybrid Quest Edge Plus™ and Hybrid Vault™ MDVRs**
- **Five (5) years from date of purchase parts and labor on the HDX Hybrid™ MDVR**
- **Three (3) years from date of purchase parts and labor on the HDX™ and SDX™ MDVRs**
- **Three (3) years from date of purchase parts and labor on the CoPilot™, CoPilot-WA™ and CoPilot-RFID™ MDVRs**
- **Five (5) years from date of purchase full replacement on all solid-state hard drives**
- **Five (5) years from date of purchase parts and labor on all SD cards**
- **Three (3) years from date of purchase parts and labor on all SATA hard drives**
- **Three (3) years from date of purchase parts and labor on the Vulcan Series IP and HD Cameras**
- **Three (3) years from date of purchase parts and labor on the HD Quality Lens Cameras**
- **Three (3) years from date of purchase parts and labor on the WM Series and Student Transit PeriOptic Lens Cameras**
- **Three (3) years from date of purchase parts and labor on the CoPilot™ Camera**
- **Three (3) years from date of purchase parts and labor on the Virtual Synchronized Mapping™ internal and external units**
- **Three (3) years from date of purchase parts and labor on the GDA-7012 Kit and GDA-7012 Monitor**
- **Three (3) years from date of purchase parts and labor on the WLAN and AP Router**
- **One (1) year from date of purchase parts and labor on the MON7AT installation monitor, the Meraki MR74 Wi-Fi system and all accessories not listed above**

This warranty gives the user specific rights, and those rights may vary from state to state. The terms and conditions of said warranty are as follows:

1. When the product is installed by, or purchased from an authorized AngelTrax dealer, IVS, Inc. will either repair, or replace at no charge to the original purchaser, any product that IVS, Inc. determines to be defective and under the warranty provided. The defect(s) must be reported within five (5) years from the date of purchase. This warranty is valid only with the original purchaser, and is non-transferable. The warranty does not cover removal or reinstallation of the product(s).
2. The date of purchase and proof of an authorized AngelTrax dealer installation must be established by the original sales receipt, which should accompany the product(s) that are returned for warranty services.
3. The warranty shall not apply to any product that has been altered in any way, or used for any unintended purpose.
4. IVS, Inc. does not authorize any other person to assume liability in connection with its products. This warranty is the only expressed warranty made by IVS, Inc. to its products. Any implied warranty of merchantability or fitness for a particular purpose applicable to IVS, Inc. products, is limited to the duration of this limited warranty. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, or limitation on how long an implied warranty lasts. Therefore, the above limitations may not apply.
5. If in the unlikely event warranty service becomes necessary, contact us directly and request a Return Merchandise Authorization (RMA) from the technical service department. Please call 1-800-673-1788 and ask for the technical service department to obtain a return merchandise authorization (RMA) number. Be sure to have the model number, serial number and the nature of the problem available for the technical service representative. Upon verification of a defect, IVS, Inc. will send a new or refurbished replacement unit via express shipping at no cost to the customer. The customer will receive a copy of the RMA and a Call Tag with their replacement unit. Once the customer has received the replacement unit, they have 30 days to ship the defective product back to IVS, Inc. or the customer will be charged for the replacement product. Once the unit is exchanged, the returned product shall become the property of IVS, Inc. The Call Tag included with the replacement unit allows the customer to ship the defective product back to IVS, Inc. at no cost.
6. Products must be returned to the factory in their original carton, or equivalent, and in original packaging conditions. Items shipped to IVS, Inc. without a clearly identified RMA number on the exterior of the packaging may be refused. If the product is received with the serial number removed or defaced, the warranty is void. The product will not be repaired under warranty and returned to the owner freight collect.

Send product to:
IVS, Inc. (AngelTrax)
Warranty Service Department
119 South Woodburn Drive
Dothan, Alabama 36305

Braun® Limited Warranty For Dual Parallel Arm Public Use Lifts

WARRANTY COVERAGE AND WARRANTY COVERAGE TIME PERIODS

The Braun Corporation ("Braun") warranty covers certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. If The Braun Corporation receives the warranty registration card within 20 days after the lift is put into service, the warranty labor coverage will increase from one (1) year or 3,000 cycles to three (3) years or 10,000 cycles. In addition, providing the warranty registration card is returned as noted above, the following lift's power train parts are warranted for five (5) years or 15,000 cycles: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings. This limited warranty covers substantial defects in materials and workmanship of the lift, provided that the lift is operated and maintained properly and in conformity with the owner's manual. The warranty period begins on the date that the product is delivered to the first retail purchaser by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service. This limited warranty applies only to the first purchaser. It may not be transferred.

WHAT BRAUN WILL DO TO CORRECT PROBLEMS

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the first year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge for parts or labor to the owner, in accordance with the terms, conditions and limitations of this limited warranty. If the substantial defect in material or workmanship, attributable to Braun, is found to exist during the second or third year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. Providing the warranty card is returned within 20 days as outlined above, the labor warranty period will be extended by two years of coverage in accordance with the terms, conditions, and limitations of this limited warranty. In addition, if a substantial defect in material or workmanship, attributable to Braun, is found to exist during the fourth or fifth year of warranty coverage to the following lift's power train parts: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. The cost of labor for repair or replacement at any time after the warranty coverage detailed above is the sole responsibility of the owner.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY. Braun disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.

Braun® Limited Warranty For Dual Parallel Arm Public Use Lifts

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and in no event shall Braun be liable for towing charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect
3. Promptly schedule an appointment with and take the product to an authorized service center for service.
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; 1-800-THE-LIFT, (843-5438).

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to mis-operation, misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts.

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit. These items are usually detected and corrected at the factory or by

Braun® Limited Warranty For Dual Parallel Arm Public Use Lifts

a dealer prior to delivery to the purchaser. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, Acts of Nature, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend the warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period; this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

WARRANTY REGISTRATION and MISCELLANEOUS

Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

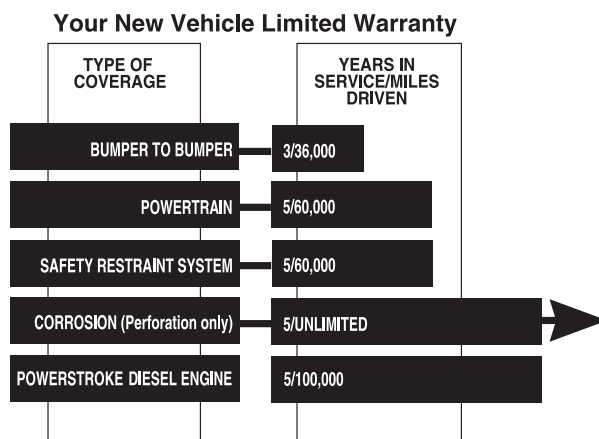
THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

QUICK REFERENCE: WARRANTY COVERAGE

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

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

- years in service
- miles driven



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

For more details on coverage, see:

- ➔ **What is Covered?** (pages 8-12)
- ➔ **What is Not Covered?** (pages 12-15)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

WARRANTY:

Freedman Seating Company warrants to the original buyer that its Passenger Seats are free from defects in material and workmanship for the following components:

- Metal Components – Five (5) years
- Plastic Components – Three (3) years
- Moving Components – Three (3) years
- Gas Shock Components – One (1) year
- Upholstered Components (foam) – Two (2) years

Cover Warranty is for defects in the material or sewing and is limited to replacement covers. It does not include labor:

- One (1) year for Level #1 in-stock FSC material and perforated vinyl
- Two (2) year for Level #3 in-stock FSC material and higher
- No warranty for COM (Customer Own/ supplied Material)

The warranty period begins at time of sales to customer or 180 days after shipment from the Freedman Seating Company's factory to the customer, whichever occurs first.

NON-PRORATED REPLACEMENT:

In the event that a warranty-covered failure should occur within the warranty period, Freedman Seating Company will repair or replace the seat without charge and without prorating, at Freedman Seating Company's option. This is the sole and exclusive remedy for breach of any warranty. Any replacement seat or part is only covered by this warranty for the remainder of warranty period applicable to the original seat.

EXCLUSIONS:

This warranty specifically excludes foam, upholstery material, belts, and items exposed to normal wear and tear such as metal finish and paint and does not apply to any seat that is damaged as result of accident, derailment, improper installation, structural defects, intentional damage, abuse, vandalism, negligence, misuse, improper operating conditions, lack of maintenance, or extreme natural phenomena. Seats exposed to toxic or corrosive materials are excluded from this warranty. Seats exposed to cleaning solutions that are not listed on the Freedman Seating Company Cleaning Guide are excluded from this warranty. This warranty is provided directly to the purchaser only and does not extend to any subsequent party and is solely for the Freedman Seating Company product as it is originally manufactured.

INCIDENTAL, CONSEQUENTIAL DAMAGES, & LIMITATIONS:

This warranty shall be in lieu of any other warranty or terms, expressed warranty or terms, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. The purchaser's sole and exclusive remedy against Freedman Seating Company shall be for the repair and replacement of the defective product as provided herein. No other remedy; including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, shipping, freight, installation, removal, or any other incidental or consequential loss shall be available to the purchaser.

NOTIFICATION:

All reports, claims, or notices required by the warranty to be provided to Freedman Seating Company must be in writing and delivered to: Attention – Freedman Seating Company, Warranty Claim Department, 4545 W. Augusta Blvd., Chicago, IL 60630. Repairs being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made. Parts are being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made.

INSPECTION AND VERIFICATION:

The owner must provide access to the failed seat so that Freedman Seating Company's authorized representative can perform an onsite inspection. Alternatively, Freedman Seating Company may ask the owner to ship the failed seat to Freedman Seating Company's laboratory for inspection. Within 30 days of the inspection, either on-site or in the laboratory, Freedman Seating Company will render an opinion as to whether or not the claimed failure is covered by the warranty.

GENERAL MAINTENANCE:

Freedman Seating Company provides the proper maintenance instructions, as well as recommended service intervals with each seat. Warranty is contingent upon documented performance of recommended maintenance and service. All replacement parts should be recommended or authorized Freedman Seating Company components. Failure to purchase proper components will null and void the warranty.

DESIGN:

Freedman Seating Company reserves the right to modify parts and design specifications without notice as long as the seats meet general specifications, unless otherwise committed per contract. In case further non-conforming changes have to be incorporated, Freedman Seating Company will submit such changes to customer for prior approval.

OTHER:

The terms and warranty are contingent upon customers meeting agreed upon payment terms as specified in Freedman Seating Company proposals. Terms and warranty supersede any other terms including but not limited to customer terms printed on the back of Purchase Orders, listed on websites, or other sources from customers.



Warranty Registration

TO REGISTER YOUR PRODUCT WARRANTY under the terms of Gerflor's North America Limited Product Warranty, please complete the form below and mail to:

Gerflor USA Inc
595 Supreme Dr
Bensenville 60106 IL USA.

I acknowledge having received and read GERFLOR's technical documents and specifications concerning the product warranty:

Product Type: _____

Roll numbers & Quantity (sq.yds/m²): _____

Installation Date: _____

Transit Authority: _____

Address: _____

State/Prov: _____ Zip/Postal Code: _____

OEM: _____

Address: _____

State/Prov: _____ Zip/Postal Code: _____

Represented by: _____

Signature: _____

TARABUS PRODUCT WARRANTY



TARABUS
TREND BOOK



TARABUS FLOORCOVERINGS LIMITED WARRANTY AGREEMENT

Warranty Terms and Conditions

GERFLOR, as a manufacturer, expressly warrants that TARABUS floorcoverings for buses and coaches are conform to the technical data sheet in force at the time of delivery.

GERFLOR further expressly warrants that the wear layer of TARABUS floorcoverings shall be free from defects in material for **12 years (twelve years)** from the date of sale, provided such floorcoverings are exclusively subject to normal use and service, and are installed and maintained in accordance exactly with GERFLOR's recommendations that the buyer declares to be aware of.

The wear layer consists of the material above the glass fiber web in the floorcovering. GERFLOR expressly warrants that the glass fiber web will not appear in the floorcovering for **12 years (twelve years)** from the date of sale.

This entire warranty will become null and void if conditions of the subflooring and method of installation do not conform exactly to GERFLOR's specifications.

This entire warranty does not cover damage caused, in whole or in part, by conditions beyond the control of GERFLOR, including but not limited to:

- Use for which material is not designated.
- Fire, explosion, or natural disasters.
- Faulty installation
- Casualties
- Ordinary wear and tear
- Abuse
- Faulty design or construction of the vehicles.
- Failure of the adhesive to adhere to the subfloor because of presence of moisture.
- Fault in the subfloor.
- Failure of the welding



- Uneven wear of sections of the floorcovering.
- Alteration of the initial appearance of the floorcovering, particularly in high traffic areas exposed to extreme heavy wear.
- Damage caused by negligent or improper maintenance procedures and other causes not specified but beyond the control of GERFLOR.
- Fading or discoloration from sunlight or heat.
- Mechanical damages, burns, chemical soiling or damage due to clamp or inadequate cleaning, not recommended by GERFLOR.

The presence of moisture between the TARABUS and the subfloor shall be considered proof of subfloor failure or faulty design or construction.

This warranty will be applied only if the product is admitted to be the only cause of disorder.

The sole and exclusive remedy against GERFLOR arising from the purchase or use of TARABUS is limited to supply of material in replacement of the sole defective part of material (after examination, verification and approval by GERFLOR) with material of equivalent quality –(colour shade between brand new material and existing one will be accepted by the owner)-. All other compensation of whatever nature will be excluded.

If the claim is accepted by GERFLOR, with respect to the warranty of the wear layer, for the first 2 (two) years from the date of sale, GERFLOR will supply the material, in replacement of defective one, free of charge. More than 2 (two) years from the date of sale, until the expiration of this express warranty of the wear layer, a depreciation of 7% (seven per cent) per year of the cost of supplied material will apply.

WARRANTY AND LIABILITY LIMITS

THE ABOVE EXPRESSED MANUFACTURER'S WARRANTY SHALL BE THE EXCLUSIVE WARRANTY AND LIMITED TO THE QUALITY OF THE PRODUCT, AND GERFLOR MAKES NO OTHER WARRANTIES. GERFLOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

IT IS AGREED THAT GERFLOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to, loss of income, loss of use, damage to other property, the cost of removing and reinstalling TARABUS floorcoverings, attorney's fees, and any liability you may have with respect to any other person.



TIME LIMIT FOR PLACING A CLAIM

To be admissible, all claims by means of this warranty contract must be carried out by **registered letter with return receipt** addressed to GERFLOR, at the address indicated at the top of this warranty contract, **accompanied by the purchase invoice** for the Product, within THIRTY DAYS following finding of irregularities and within the aforementioned warranty contract time limit. If any clauses of this Warranty Agreement conflicted with the law or a given jurisdiction, only said clause would be considered inapplicable, the remaining text of the Agreement remaining unaffected.

This Limited Warranty shall be governed and construed in accordance with the laws of the State of Illinois without regard to any choice of law principles: All disputes that may arise between You and GERFLOR relating in any way to this Limited Warranty Agreement, to the extent such disputes cannot be resolved by negotiation between You and GERFLOR, shall be decided by arbitration carried out in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. In the event of such a dispute, arbitration may be initiated by a request for arbitration by either party hereto addressed to the other party, and shall be completed within sixty (60) days of such request unless extended because of unavailability of an arbitrator or other events beyond the control either party. The arbitrator shall be chosen by mutual agreement of the parties and, in the event the parties cannot so agree, either party may file a written application to have the arbitrator designated by the American Arbitration Association. The arbitration proceeding shall take place in Chicago, Illinois or such other location as the parties shall agree and shall be conducted in accordance with the Commercial Arbitration "Expedited" Rules of the American Arbitration Association. The arbitrator shall have all powers necessary to determine the issues presented, including without limitation, but subject to the terms of this Limited Warranty, any damages. The decision of the arbitrator shall be final and conclusive, both as to costs and the merits, and the parties agree that they shall be bound by this decision.



IMPORTANT CONTACT INFORMATION

Mailing Address: P.O. Box 495, Rustburg, VA 24588

Shipping: 5120 Wards Road, Evington, VA 24550

• MAIN OFFICE:

TOLL FREE: (800) 533-1006

(434) 821-1000

FAX: (434) 821-8203

WEB: www.sonnymerryman.com

• SERVICE DEPARTMENT:

TOLL FREE (800) 533-1006

FAX: (434) 821-2131

Brady Childress, Director Customer Support

Ext. 8620, brady@sonnymerryman.com

Pam Lawhorn, Service Administrator

Ext. 8626, pam@sonnymerryman.com

Tim George, Service Team Leader

Ext. 8625, tim@sonnymerryman.com

•WARRANTY:

Patty Webb, Warranty Administrator

Ext. 8614, patty@sonnymerryman.com

• PARTS:

TOLL FREE: (800) 386-7278

FAX: (434) 821-2621

Derek Shelton, Parts Team Leader

Ext. 8633, Derek@sonnymerryman.com

• BUSINESS:

Tami Carr, Accounts Payable

Ext. 8606, tami@sonnymerryman.com

Hampton Roads Sales & Service Center

610 Woodlake Drive

Chesapeake, VA 23320

TOLL FREE: (866) 481-7211

(757) 361-9070, FAX (757) 361-9072

Reggie Lewis, Customer Support Manager

reggie@sonnymerryman.com

Northern Virginia Sales & Service Center

10149 Piper Lane

Bristow, VA 20136

TOLL FREE: (866) 470-0305

(703) 331-5516 –(703) 331-5517

FAX (703) 331-5518

Ken Lewis, Customer Support Manager

Kenlewis@sonnymerryman.com

Problem Escalation Procedure (PEP)

Dedicated Service Representative – Brady Childress, Service Manager

- First point of contact for all service concerns
- 20 years of experience in the service department
- Has completed multiple training and educational programs specific to the bus industry

Service administration is overseen by the Service Manager, Brady Childress, who will work with the service team and in direct contact with Mr. Seals and Ms. Webb to resolve any warranty issues that arise with the appropriate manufacturer. Mr. Childress may be reached directly at 1-800-533-1006 X8620 and via e-mail at brady@sonnymerryman.com

Dedicated Warranty Representative – Patty Webb, Warranty Manager

- First point of contact for all warranty concerns
- 25 years of experience in the warranty department
- Has completed multiple training and educational programs specific to the bus industry

Warranty administration is overseen by the Warranty Manager, Patty Webb, who will work with the warranty team and in direct contact with Mr. Childress and Mr. Seals to resolve any warranty issues that arise with the appropriate manufacturer. Ms. Webb may be reached directly at 1-800-533-1006 X8614 and via e-mail at patty@sonnymerryman.com

TP 222

www.sonnymerryman.com

NORTHERN VIRGINIA

10149 Piper Lane
Bristow, VA 20136
☎ 866.470.0305
📠 703.331.5518

CENTRAL VIRGINIA

5120 Wards Road
Evington, VA 24550
☎ 800.533.1006
📠 434.821.8203

HAMPTON ROADS

1221 Fleetway Drive
Chesapeake, VA 23323
☎ 866.481.7211
📠 757.485.3795

GREATER RICHMOND

11228 Hopson Road
Ashland, VA 2305
☎ 804.297.3111
📠 804.297.3112

Dedicated Parts Representative – Derek Shelton, Parts Manager

- First Point of contact for parts department
- 30 years of experience in the parts industry
- 7 years of experience with the Sonny Merryman, Inc.

The Parts Department is managed by Derek Shelton who will work with the parts team and in direct contact with Mr. Childress, Ms. Webb and Mr. Seals to resolve any parts issues that arise with the appropriate manufacturers. Mr. Shelton may be reached directly at 1-800-533-1006 X8633 and via e-mail at Derek@sonnymerryman.com

TP 223

www.sonnymerryman.com

NORTHERN VIRGINIA

10149 Piper Lane
Bristow, VA 20136
☎ 866.470.0305
📠 703.331.5518

CENTRAL VIRGINIA

5120 Wards Road
Evington, VA 24550
☎ 800.533.1006
📠 434.821.8203

HAMPTON ROADS

1221 Fleetway Drive
Chesapeake, VA 23323
☎ 866.481.7211
📠 757.485.3795

GREATER RICHMOND

11228 Hopson Road
Ashland, VA 2305
☎ 804.297.3111
📠 804.297.3112

STARCRAFT COMMERCIAL BUS OPTIONAL EXTENDED WARRANTY

NOTICE

Please return the warranty registration card to register the warranty with STARCRAFT BUS so that Starcraft Bus may record your rights under this limited warranty and to assure prompt assistance. Your dealer will provide the warranty card for you to sign. If you do not remember signing a STARCRAFT BUS warranty card at the time of delivery, please contact your dealer.

1. Who Warrants the product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: STARCRAFT BUS, Division of Forest River, Inc., hereinafter referred to as STARCRAFT BUS, 2367 Century Drive, Goshen, IN; an Indiana Corporation; and is administered by the STARCRAFT BUS Customer Service Dept., Goshen, Indiana 46528.

2. Who Is Covered

STARCRAFT BUS, the warrantor, extends this limited warranty to the original owner of the vehicle during the WARRANTY PERIOD.

3. What Is Covered

STARCRAFT BUS, your warrantor, extends the following limited warranty to you, which limited warranty covers your conversion only as to material defects in all materials and workmanship supplied by or performed by STARCRAFT BUS.

4. Warranty Period

The STARCRAFT BUS limited warranty is for a period of three (3) years from the date of first delivery or 36,000 miles (optional extended warranty) for the Xpress; Starquest; Starlite; Allstar; Allstar XL; MVP; Ultrastar, and the XLT, whichever occurs first, except for other coverages listed under "Other Warranties that may Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Extended Warranty on Structural Items

Warrantor warrants to the original purchaser for a period of five (5) years from the date of first delivery or 100,000 miles, whichever comes first, that this produce shall be free of SUBSTANTIAL DEFECTS arising out of or relating to the structural portion of the product. THIS STRUCTURAL WARRANTY IS INTENDED TO COVER ONLY THE PERFORMANCE OF THE STEEL CAGE STRUCTURE OF THE BUS BODY for the Xpress; Starquest; Starlite; Allstar; Allstar XL; MVP; Ultrastar, and the XLT.

Custom paint and/or tape application, if performed by STARCRAFT BUS, is warranted to be free of substantial defects in workmanship and materials provided by STARCRAFT BUS for one (1) year (12 months) from date of original purchase.

6. Other Warranties That May Apply

STARCRAFT BUS does not warrant the base vehicle itself. The vehicle engine, chassis, drive train, suspension system, battery, and other chassis components are covered by a separate warranty offered by the manufacturer of the vehicle and administered by the manufacturer's authorized dealers. The tire manufacturer separately warrants tires. Examples of other manufacturer warranties, which may include the following, but not limited to:

- Electrical Components
- Air Conditioning and Heater(s)
- Wheelchair Restraints and Wheelchair Lifts

For a complete list of items and their respective warrantor, please contact Starcraft Bus Customer Service Department.

7. Owner's Responsibility

Proper maintenance and cleaning of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by the warranty.

8. Exclusions and Limitations

Damage caused by abuse, misuse, neglect, failure to observe reasonable and required maintenance practices, acid rain, accidents, natural disasters, acts of war and normal wear and tear and facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage or deterioration to the physical appearance of the unit if such damage is the result of normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the STARCRAFT BUS warranty.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

STARCRAFT BUS does not cover accessories covered by their own manufacturer's warranties. Those items listed in paragraph 6 above are not covered or warranted by STARCRAFT BUS.

Replacement parts provided under terms of the warranty will whenever possible, match original equipment. When necessary, STARCRAFT BUS will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the STARCRAFT BUS warranty. In addition, USING THIS VEHICLE TO TOW ANOTHER VEHICLE IS PROHIBITED AND MAY VOID WARRANTY. Contact STARCRAFT BUS Customer Service before you make any changes.

9. Recovery Limitations

NO PERSON SHALL BE ENTITLED TO RECOVER FROM WARRANTOR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT IN THE PRODUCT. These limitations include, but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

10. How to get warranty service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by STARCRAFT BUS. Have the dealership contact Starcraft bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact STARCRAFT BUS Customer Service Department (see address and telephone numbers below) for the name of a STARCRAFT BUS dealer nearest you. Your claim must be made within 30 days of the discovery of the defect. Based on the determination of STARCRAFT BUS, and subject to the terms of the warranty, the warranty repair work will be authorized by STARCRAFT BUS.

All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

11. Who Performs Warranty Service

The best place to obtain warranty service is at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call STARCRAFT BUS Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact STARCRAFT BUS Customer Service Department (address below) for the name and location of a STARCRAFT BUS dealer near you.

12. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the STARCRAFT BUS Customer Service Department (see address below). If a dispute about warranty service arises between STARCRAFT BUS and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by STARCRAFT BUS, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against STARCRAFT BUS and STARCRAFT BUS fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

13. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by STARCRAFT BUS. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of STARCRAFT BUS.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSON MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

STARCRAFT BUS
Division of Forest River, Inc.
CUSTOMER SERVICE DEPT.
2367 Century Drive
Goshen, IN 46528
Phone: 800.348.7440
Fax: 574.642.4853



STARTRANS BUS WARRANTY

NOTICE

Please return the warranty registration card to register the warranty with STARTRANS BUS so that Startrans Bus may record your rights under this limited warranty and to assure prompt assistance. Your dealer will provide the warranty card for you to sign. If you do not remember signing a STARTRANS BUS warranty card at the time of delivery, please contact your dealer.

1. Who Warrants the product

The product, as described and limited here, is warranted by the manufacturer and installer of the body: STARTRANS BUS, Division of Forest River, Inc., hereinafter referred to as STARTRANS BUS, 2408 Century Drive, Goshen, IN; an Indiana Corporation; and is administered by the STARTRANS BUS Customer Service Dept., Goshen, Indiana 46528.

2. Who Is Covered

STARTRANS BUS, the warrantor, extends this limited warranty to the original owner of the vehicle during the WARRANTY PERIOD.

3. What Is Covered

STARTRANS BUS, your warrantor, extends the following limited warranty to you, which limited warranty covers your conversion only as to material defects in all materials and workmanship supplied by or performed by STARTRANS BUS.

4. Warranty Period

The STARTRANS BUS limited warranty is for a period of one (1) year from the date of first delivery or 12,000 miles, whichever occurs first, except for other coverages listed under "Other Warranties that may Apply" and items listed under "Exclusions and Limitations" and "Limits of the Warranty."

5. Extended Warranty on Structural Items

Warrantor warrants to the original purchaser for a period of five (5) years from the date of first delivery or 75,000 miles, whichever comes first, that this produce shall be free of SUBSTANTIAL DEFECTS arising out of or relating to the structural portion of the product. THIS STRUCTURAL WARRANTY IS INTENDED TO COVER ONLY THE PERFORMANCE OF THE STEEL CAGE STRUCTURE OF THE BUS BODY.

Custom paint and/or tape application, if performed by STARTRANS BUS, is warranted to be free of substantial defects in workmanship and materials provided by STARTRANS BUS for one (1) year (12 months) from date of original purchase.

6. Other Warranties That May Apply

STARTRANS BUS does not warrant the base vehicle itself. The vehicle engine, chassis, drive train, suspension system, battery, and other chassis components are covered by a separate warranty offered by the manufacturer of the vehicle and administered by the manufacturer's authorized dealers. The tire manufacturer separately warrants tires. Examples of other manufacturer warranties, which may include the following, but not limited to:

- Electrical Components
- Air Conditioning and Heater(s)
- Wheelchair Restraints and Wheelchair Lifts

For a complete list of items and their respective warrantor, please contact Startrans Bus Customer Service Department.

7. Owner's Responsibility

Proper maintenance and cleaning of the exterior and interior of the vehicle is the responsibility of the owner. See the owner's manual for proper care instructions. Defects or damage as a result of improper care or maintenance are not covered by the warranty.

8. Exclusions and Limitations

Damage caused by abuse, misuse, neglect, failure to observe reasonable and required maintenance practices, acid rain, accidents, natural disasters, acts of war and normal wear and tear and facing of fabrics, carpeting and/or fiberglass are not covered. Light bulbs and fuses are not covered.

Damage or deterioration to the physical appearance of the unit if such damage is the result of normal use, wear and tear, or exposure to the elements.

Damages that may occur to the chassis, frame, other parts or components that occur due to overloading will not be covered and may invalidate portions of the STARTRANS BUS warranty.

Cosmetic or surface corrosion resulting from stone chips or scratches in paint are not covered.

STARTRANS BUS does not cover accessories covered by their own manufacturer's warranties. Those items listed in paragraph 6 above are not covered or warranted by STARTRANS BUS.

Replacement parts provided under terms of the warranty will whenever possible, match original equipment. When necessary, STARTRANS BUS will substitute parts of comparable function and value. Defective items may be replaced with new, remanufactured, reconditioned or repaired components.

Modifications, alterations or repairs performed by unauthorized personnel may invalidate portions of the STARTRANS BUS warranty. In addition, USING THIS VEHICLE TO TOW ANOTHER VEHICLE IS PROHIBITED AND MAY VOID WARRANTY. Contact STARTRANS BUS Customer Service before you make any changes.

9. Recovery Limitations

NO PERSON SHALL BE ENTITLED TO RECOVER FROM WARRANTOR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO ANY DEFECT IN THE PRODUCT. These limitations include, but are not limited to, loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expenses; telephone charges; inconvenience or other incidental damages.

10. How to get warranty service

To obtain warranty service, contact or visit the dealership where you originally purchased your vehicle or another warranty service facility designated by STARTRANS BUS. Have the dealership contact Startrans bus Customer Service Department for authorization to have a warranty claim submitted. If you or your dealer has moved, or if your dealer is no longer in business, contact STARTRANS BUS Customer Service Department (see address and telephone numbers below) for the name of a STARTRANS BUS dealer nearest you. Your claim must be made within 30 days of the discovery of the defect. Based on the determination of STARTRANS BUS, and subject to the terms of the warranty, the warranty repair work will be authorized by STARTRANS BUS.

All warranty claims must be reported within the warranty period. Warranty personnel must authorize all warranty service prior to performance. Warranty service may be reported directly to the warrantor or to one of their authorized dealers. If warranty personnel approve warranty service, you must leave the unit at the appropriate warranty service location for a sufficient time to perform service.

11. Who Performs Warranty Service

The best place to obtain warranty service is at the dealership where you originally purchased your bus. If the dealership cannot perform the service work, they should call STARTRANS BUS Customer Service Department for assistance (see number below). If you are unable to visit your original dealer, contact STARTRANS BUS Customer Service Department (address below) for the name and location of a STARTRANS BUS dealer near you.

12. Dispute Resolution

Should you be unable to resolve a disagreement with your dealer regarding your right to pursue warranty coverage for a needed repair, contact the STARTRANS BUS Customer Service Department (see address below). If a dispute about warranty service arises between STARTRANS BUS and you, the owner, the disagreement will be resolved in accordance with the customary procedures of the American Arbitration Association relating to commercial transactions, or the dispute will be submitted to a panel of three (3) arbitrators for decision. The panel will be made up of one member appointed by STARTRANS BUS, one member appointed by the complainant/owner, and one member from the arbitrators group mentioned above. Any and all legal remedies shall be available to the owner after pursuing this informal dispute resolution if a ruling is entered against STARTRANS BUS and STARTRANS BUS fails to abide by the ruling. The expenses of arbitration will be paid by the party against whom the arbitrator(s) rule.

13. Limits Of Warranty

This written statement of limited warranty represents the entire warranty authorized and offered by STARTRANS BUS. There are no warranties or representations beyond those expressed in this written document. Any dealership, salesperson or agent cannot amend it. It expressly limits all warranties, including, but not limited to, by way of specification, both express and implied warranties, including warranties or merchantability and fitness for a particular purpose along with all other liabilities or obligations of STARTRANS BUS.

FEDERAL COMPLIANCE

THE TERMS OF THE WARRANTOR'S UNDERTAKING EXPRESSED IN THIS LIMITED WARRANTY ARE DRAFTED TO COMPLY WITH THE MAGNUSEN MOSS WARRANTY LEGISLATION, P.L. 93-637 OF 1974, AND OTHER APPLICABLE LAW. ANY WARRANTY PROVISIONS PROMULGATED BY THE FEDERAL TRADE COMMISSION PURSUANT TO RULES OR ANY OTHER LAW RELATIVE THERETO ARE EXPRESSLY INCORPORATED HEREIN. TO THE EXTENT ANY PROVISIONS OF THIS LIMITED WARRANTY ARE INCONSISTENT WITH STATE LAWS, ONLY THOSE PARTS INCONSISTENT ARE VOID.

STARTRANS BUS
Division of Forest River, Inc.
CUSTOMER SERVICE DEPT.
2408 Century Drive
Goshen, IN 46528
Phone: 800.348.7440

General Pricing Information

- 1 **FREIGHT POLICY:** All prices are F.O.B. Ft. Lauderdale, FL
- 2 **PAYMENT TERMS:** Net thirty (30) days from the date on invoice, on approved credit.
- 3 **MINIMUM INVOICE CHARGE:** \$150.00
- 4 **PRICES:** Prices are in U.S.A. dollars and are subject to change without notice. Possession of pricing information does not guarantee purchaser the prices indicated therein. Prices for cataloged items not shown in this pricing information should be reconfirmed by customer prior to ordering. Prices do not include applicable state or local taxes.
- 5 **RETURNS:** No material may be returned without the written consent of Sure-Lok. A twenty (20) percent restocking charge and full outgoing and incoming freight charges will apply to material accepted for return.

Limited Warranty

AL800 TITAN Series Systems are warranted for a period of five (5) years from date of shipment to be free from defects in material or workmanship.

AL700 Titan Series Systems and the GO2 are warranted for a period of three (3) years from date of shipment to be free from defects in material or workmanship. All other Sure-Lok products are warranted for a period of one (1) year from date of shipment to be free from defects in material or workmanship. Any products found to be defective in material or workmanship within the warranty period will be repaired or replaced.

This warranty does not extend to any product which has been subjected to misuse, abuse, accident, negligence, exposure to the elements or chemicals, alteration or unauthorized repair.

Upon notification that a product has been found to be defective, Sure-Lok will advise to which location the product should be returned via freight prepaid.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSS OF VEHICLE, CARGO OR PROFITS.

Customer Orders

Phone Toll Free: 866-SURE-LOK (866-787-3565)

Fax Toll Free: 866-TIE-DOWN (866-843-3696)

E-Mail: orders@sure-lok.com



Trans/Air Manufacturing Corporation

5 Year 100,000 Mile Limited Warranty

Subject to the conditions and limitations set forth below, for a period of 5 years, or 100,000 miles, (whichever comes first) starting at the date of delivery to the End User and with proper registration documentation. Trans/Air Manufacturing Corporation (Trans/Air) warrants to the original owner, if still the user, that each manufactured system/component will be free from defects in factory workmanship and materials when used and maintained in accordance with the recommended procedures. Trans/Air will furnish new or remanufactured replacement parts and cover the cost of repair labor for 5 years, or 100,000 miles following delivery, in accordance with the current Trans/Air flat rate labor schedule when performed at an authorized Trans/Air Service Center. This is the End User's sole and exclusive remedy.

THIS IS TRANS/AIR'S SOLE WARRANTY AND IT IS FURNISHED IN LIEU OF ANY AND ALL OTHER WARRANTIES. TRANS/AIR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR PARTICULAR PURPOSE IS MADE BY TRANS/AIR.

Conditions and Limitations

- 1) In order for a 5 year, 100,000 mile, system warranty to apply, the customer must purchase the evaporator(s), condenser(s), compressor(s), piping kits, electrical kits, mount kits and refrigeration hose from Trans/Air. If the full system is not purchased from Trans/Air, the 5 year, 100,000 mile warranty applies to Trans/Air supplied evaporators and condensers only. All compressors, piping kits, and electrical kits purchased outside of a full system, will be considered a service part and will carry a 180 day warranty. All mount kits purchased outside of a full system, and used on a Trans/Air system, will be considered a service part and will carry a 180 day warranty. All mount kits purchased outside of a full system, and used on a system other than Trans/Air, will carry no warranty. All other components supplied by Trans/Air are covered by standard parts warranty (see #4 below). Extended warranty coverage may be purchased from Trans/Air at the time of purchase of the unit or system. Correction of a failure under this warranty does not extend the warranty beyond the 5 year, 100,000 mile warranty period.
- 2) Service parts are warranted for a 180 day period from the date of sale or until the expiration of the original equipment warranty, whichever is later. (Compressors are warranted for 1 year) If required, parts covered by warranty must be returned to Trans/Air's factory in Dallastown, PA, by specified carrier freight prepaid, within standard Return Goods Authorization procedures, for evaluation, in order for Trans/Air to authorize any warranty claim.
- 3) Trans/Air will be responsible for the costs of repairs or replacement covered by warranty only if performed at an authorized Trans/Air Service Center. The Service Center is responsible for effecting repairs or replacement during the warranty period in accordance with current Trans/Air warranty procedures. A customer requesting service at a location other than an approved Service Center, or one requesting overtime, shall be responsible for all additional warranty repair expenses in excess of the flat rate allowed. Trans/Air is not responsible for towing charges.
- 4) If the customer has not properly registered the Trans/Air system, the Service Center is not authorized to render warranty services without charge. All information on the warranty registration form must be completed in its entirety and returned to Trans/Air to activate the warranty.
- 5) Trans/Air does not warrant the installation of Trans/Air products unless installed by Trans/Air or an authorized Trans/Air Turnkey installation facility. In the cases of installation related failures, which are not covered by warranty Trans/Air specifically is not responsible for failures attributable to inadequate provision by the installer of structural support or inadequate provision of electrical requirements.
- 6) This warranty does not apply in cases of a failure of Trans/Air product which is attributable to improper evacuation procedures, or the introduction of non-approved refrigerant oil, additives, or other contaminants into the system.

- 7) This warranty does not apply in cases of failure of Trans/Air product, which is attributable to failure of the end user to perform or provide preventative maintenance in accordance with Trans/Air's guidelines. Examples include, but are not limited to, failure to properly maintain belt tension, clean condenser coils, replace evaporator filters, maintain electrical systems to provide proper voltage to components, or check and tighten hardware or fittings, which may have loosened due to vibration. (See Trans/Air Preventive Maintenance Schedule)
- 8) This warranty does not apply to loss of refrigerant or any damage caused by loss of refrigerant unless directly attributable to the failure of a Trans/Air product which, at the time of the failure, was under warranty.
- 9) Trans/Air reserves the right to make changes in design or improvements to its products or parts thereof, without obligation to make or install of such changes or improvements on existing units or upon products covered by this warranty.
- 10) If Trans/Air makes a product improvement program available to the End User, Trans/Air reserves the right to limit the duration of the programs unless it is safety related. Expenses incurred in completing said product improvements after the closing date of the program are the responsibility of the End User.
- 11) Trans/Air's warranty shall not apply in the case of damage incurred during shipment, accidental damage, abuse, misuse, act of nature, or if the serial number is missing, or to any product which, in the sole opinion of Trans/Air, has been installed, altered or repaired in a manner affecting the efficiency or performance of the unit or inconsistent with Trans/Air's written procedures.
- 12) This warranty applies only within the boundaries of the whole United States, its territories, and Canada. For other available coverage that may be purchased, contact Trans/Air.

TRANS/AIR'S LIABILITY TO THE PURCHASER FOR DAMAGES FROM ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM (S) OF ACTION, WHETHER IN CONTACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO THE VALUE OF REPAIRS TO OR REPLACEMENT OF THE DEFECTIVE COMPONENTS DURING THE WARRANTY PERIOD, AS THE EXCLUSIVE REMEDY, AND STRAIGHT TIME LABOR CHARGES AS OUTLINED IN ITS CURRENT WARRANTY PROCEDURE MANUAL AND FLATE RATE LABOR SCHEDULE. IN NO EVENT SHALL TRANS/AIR BE LIABLE WHATSOEVER FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS OR OTHER COMMERCIAL LOSSES FROM ANY CAUSE WHATSOEVER, WHETHER OR NOT TRANS/AIR HAS RECEIVED NOTICE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES. TRANS/AIR WILL NOT BE LIABLE FOR ANY LOSS OCCURRING BECAUSE THE EQUIPMENT IS OUT OF SERVICE. NO ACTION OR PROCEEDING ARISING OUT OF, FOR BREACH OF, OR IN ANY MANNER RELATING TO THIS WARRANTY MAY BE BROUGHT BY ANYONE AFTER SIX (6) MONTHS FROM NOTIFICATION TO TRANS/AIR OF AN IN-WARRANTY FAILURE.

July 23 , 2020

Warranty Locations:

TransAir:

1. Worldwide Equipment 408 New Goff Mountain Rd Charleston WV 25313.
2. Worldwide Equipment 685 Industrial Park Rd Jane Lew WV 26378.
3. Fleet Authority 3170 Draper Dr #10 Fairfax Va 22031.
4. Piedmont Fleet Services 201 Mill Ridge RD Lynchburg Va 24502

Braun:

Matheny Motors Locations:

- **Mineral Wells, WV**
Phone: 304-485-4418 ext. 532
Toll Free: 800-284-4418 ext. 532
Fax: 304-489-0061
50 Matheny Lane
Mineral Wells, WV 26150
- **Nitro, WV**
Phone: 304-769-5860
Toll Free: 877-986-4876
Fax: 304-769-5866
4125 1st Ave.
Nitro, WV 25143
- **Huntington, WV**
Phone: 304-453-6154
Toll Free: 800-604-6226
Fax: 304-453-3320
1375 Route 52
Kenova, WV 25530
- **Martinsburg, WV**
Phone: 304 267-8810
123 Reliance Rd
Martinsburg, WV, 25403
- **Beckley**
Phone: 304-699-3611
322 Dry Hill Road
Beckley, WV 25801

Starcraft:

Sonny Merryman Inc Locations:

- **5120 Wards Road
Evington, VA. 24550**

- **10149 Piper Lane
Bristow, VA. 20136**

Ford:

1. **Astorg Ford
2028 7th Street
Parkersburg, WV. 26101**

2. **Midway Ford
201 Orchard Park Rd.
Hurricane WV. 25526**

3. **Ramey Ford
498 Courthouse Rd.
Princeton, WV. 24740**

4. **Chenoweth Ford
1564 East Pike St.
Clarksburg, WV. 26301**



SONNMER-01

FAMOS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Campbell Insurance 801 Main Street, Suite 400 Lynchburg, VA 24504	CONTACT NAME: Frieda K. Amos PHONE (A/C, No, Ext): (434) 847-5541 509 FAX (A/C, No): (434) 846-5648 E-MAIL ADDRESS: FAmos@campbellins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Sonny Merryman, Inc. P. O. Box 495 Rustburg, VA 24588-0495	INSURER A: Travelers Property Casualty Company of America	
	INSURER B: Travelers Ind Co of Connecticut	
	INSURER C: Virginia Commerce GSIA	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 25674 25682

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		Y6303632B940TIL19	9/10/2019	9/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Garage Liability	X		GA927K189A19CAG	9/10/2019	9/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP1L0731781914	9/10/2019	9/10/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	630083400	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The State of West Virginia is an Additional Insured on General Liability and Garage Liability.

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia Attn: Linda B. Harper Purchasing Division 2019 Washington Street, East Charleston, WV 25305-2214	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Vehicles

Proc Folder: 776756

Doc Description: Addendum 1 - 156" WB DRW Narrow Body Cutaway

Reason for Modification:

Addendum 1 issued to publish a copy of the Vendor Questions with Responses and to attach the Exhibit A Pricing Page.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-10-29	2020-11-04 13:30	CRFQ 0805 PTR2100000005	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Sonny Merryman Inc

Address : 5120 Wards Road

Street :

City : Evington

State : Virginia

Country : USA

Zip : 24550

Principal Contact : C. Chad Seals

Vendor Contact Phone: 1-800-533-1006

Extension: 8606

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
(304) 558-0468
linda.b.harper@wv.gov

**Vendor
Signature X**

FEIN# 540806-176

DATE 11/04/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum 1 issued for the following reasons:

1. To publish a copy of vendor questions with responses.
2. To publish an excel version of the Exhibit A Pricing Page. Vendors submitting bids online should enter the Total Bid Amount from the Exhibit A Pricing Page in the commodity line of wvOasis and attach a copy of the Exhibit A Pricing Page with their bid.

No other changes

INVOICE TO	SHIP TO
PUBLIC TRANSIT DIVISION OF BLDG 5 RM 650 1900 KANAWHA BLVD E CHARLESTON WV 25305-0432 US	PUBLIC TRANSIT DIVISION OF KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY 1550 FOURTH AVE CHARLESTON WV 25324 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	156" WB DRW Narrow Body Cutaway	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator

Extended Description:

156" WB DRW Narrow Body Cutaway - Vendors submitting bids online should enter the Total Bid Amount from the Exhibit A Pricing Page in the commodity line of wvOasis and attach a copy of the Exhibit A Pricing Page with their bid.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Question Deadline 3 :00 pm	2020-10-27

SOLICITATION NUMBER: PTR2100000005
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

Addendum 1 issued for the following reasons:

1. To publish a copy of vendor questions with responses.
2. To publish an excel version of the Exhibit A Pricing Page. Vendors submitting bids online should enter the Total Bid Amount from the Exhibit A Pricing Page in the commodity line of wvOasis and attach a copy of the Exhibit A Pricing Page with their bid.

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ PTR2100000005
Vendor Questions with Responses

Question 1: 3.4.1 Please accept that the Ford Transit Cutaway Chassis utilizes an OEM Street side Fuel Fill that comes from Ford and is not installed by the body manufacturer.

Answer 1: The Division will accept the OEM Street Side Fuel Fill.

Question 2: 3.23.2 Please accepted that the Rear Bumper will be supplied by the Body Manufacturer and not the OEM Chassis Manufacturer.

Answer 2: The Division will accept the OEM Chassis Manufacturer rear bumper.

Question 3: 3.25.5 Please accept that we will not be able to supply windows on both sides of the rear door due to the narrow body nature of the bus.

Answer 3: The is acceptable.

Question 4: 3.28.2 Would the Division accept Optronics LED lights in place of Truck Lite Brand LED lights? Brochure on Optronics is attached.

Answer 4: the Division will accept Optronics LED Lights.

Question 5: 3.32.10 Please accept at this time the only Driver's seat we are able to provide and satisfy all safety and QVM requirements from Ford is the Ford OEM Driver's Seat.

Answer 5: The Division accepts the OEM Driver's seat.

Question 6: 3.33.5 Wheel Chair Securement- Does the Division require L-Track to be run the full Width of the Wheel Chair positions?

Answer 6: The Division would like the L-Track to run the full width of the wheel chair position to allow for adjustments to the various size wheelchairs.

Question 7: 3.35.4 The Angel Trax Hybrid Vault DVR system is now obsolete and has been replaced with the Angel Trax Vulcan V12 MDVR. This system is already in wide use in Transit Agencies within the state. Attached are the technical specifications of the system. This system can accommodate the required 6 dome cameras and has a 1 TB hard drive to satisfy the dual 500GB hard drive requirement. Will the Division accept the Angel Trax Vulcan V12 in place of the Angel Trax Vault?

Answer 7: The Division accepts the Angel Trax Vulcan V12 MDVR.

Question 8: 3.38.1 Mirrors Exterior- Specifications currently allow for manual exterior mirrors. Would the Division consider requiring of all vendors to provided Heated Remote Mirrors for all classes on this contract?

Answer 8: The Division would like all exterior mirrors to be heated and remote.

Question 9: Section 3.19, page 12, of the specifications related to "Body Structure". Please accept the Startrans Bus body structure per the attached specs.

Answer 9: The Division will accept the Startrans bus body structure.

Question 10: Documentation list, page 86, "Engine shall be 3. 7 Liter V-6 gasoline engine", please accept "Engine shall be a minimum 3.5 Liter V-6 gasoline engine".

Answer 10: If the manufacturer only has the 3.5 litter V-6 engine available, this is acceptable.

Question 11: Section 3.15.4, page 9, "Rubber mud flaps shall be provided at all wheels ... ". Mud flaps are not available on the front wheels of a Ford Transit chassis. Please accept mud flaps on the rear wheels only.

Answer 11: The Division will remove mud flap requirements on the front of the vehicle.

Question 12: Section 3.19.13, page 13, "An aluminum or galvanized steel underfloor shall be provided for the whole of the passenger compartment, and it shall be fully undercoated." Forest River Bus is a Ford quality vehicle modifier, and applies all aftermarket undercoating per Ford QVM guidelines, is this acceptable?

Answer 12: The aftermarket undercoating from Ford is acceptable.

Question 13: Section 3.16.3, please accept; our electrical box utilizes standard ATC fuses that plug into a fuse panel not mini fuses that plug into a distribution block. Functionally this achieves the same result but utilizes standard fuses.

Answer 13: This request is acceptable.

Question 14: Section 3.4.1, please accept that the Ford Transit Cutaway Chassis utilizes an OEM Street side Fuel Fill that comes from Ford and is not installed by the body manufacturer.

Answer 14: This request is acceptable.

Question 15: Section 3.23.2, please accept that the Rear Bumper will be supplied by the Body Manufacturer and not the OEM Chassis Manufacturer.

Answer 15: This request is acceptable.

Question 16: Section 3.25.5, please accept that we will not be able to supply windows on both sides of the rear door due to the narrow body nature of the bus.

Answer 16: This request is acceptable.

Question 17: Section 3.28.2 Would the Division accept Optronics LED lights in place of Truck Lite Brand LED lights? Brochure on Optronics is attached.

Answer 17: This request is acceptable.

Question 18: Section 3.32.10, please accept; at this time the only Driver's seat we are able to provide and satisfy all safety and QVM requirements from Ford is the Ford OEM Driver's Seat.

Answer 18: This request is acceptable.

Question 19: Q.11. Section 3.33.5 Wheel Chair Securement-Does the Division require L-Track to be run the full Width of the Wheel Chair positions?

Answer 19: The Division would like the L-Track to run the full width of the wheel chair position to allow for adjustments to the various size wheelchairs.

Question 20: Section 3.38.1 Mirrors Exterior-Specifications currently allow for manual exterior mirrors. Would the Division consider requiring of all vendors to provide Heated Remote Mirrors for all classes on this contract?

Answer 20: The Division would like all exterior mirrors to be heated and remote.

Question 21: Section 3.35.4 The Angel Trax Hybrid Vault DVR system is now obsolete and has been replaced with the Angel Trax Vulcan V12 MDVR. This system is already in wide use in Transit Agencies within the state. Attached are the technical specifications of the system. This system can accommodate the required 6 dome cameras and has a 1 TB hard drive to satisfy the dual 500GB hard drive requirement. Will the Division accept the Angel Trax Vulcan V12 in place of the Angel Trax Vault?

Answer 21: The Division accepts the Angel Trax Vulcan V12 MDVR

Question 22: Page 25, Section 1, Will the State provide valid individualized Ford Government Fin Codes for each agency purchasing off this contract at the time of ordering?

Answer 22: The Division will provide the Ford FIN Codes for each agency.

Question 23: Page 29, Section 3.1.1.10, Will the State specify to all buyers for this contract will have a valid individualized For Government FIN cod in order to qualify for it's pricing?

Answer 23: The Division will provide Ford FIN codes for each agency receiving the vehicle.

Question 24: Page 30, Section 3.4.1, The Ford Transit cutaway chassis has an OEM street side fuel fill location. Please accept this location in lieu of the location listed within the specifications.

Answer 24: the Division will accept this request.

Question 25: Page 33, Section 3.15.5, The specifications require mud flaps on all wheels. Mud flaps are not available on the Ford Transit cutaway chassis. Please accept mud flaps on the rear wheels only.

Answer 25: The Division will remove mud flap requirements on the front of the vehicle.

Question 26: Page 34, Section 3.16.7, The specifications required both batteries to be placed in a stainless-steel battery box. Ford does not allow for the relocation of the batteries from their position under the driver seat. Please omit this requirement.

Answer 26: The Division will omit this requirement.

Question 27: Page 37, Section 3.19.13, The specifications state "an aluminum or galvanized steel underfloor shall be provided for the whole passenger compartment". As Certified Ford Quality Vehicle Modifier, Forest River bus provides all aftermarket undercoating per Ford QVM guidelines. Will the State approve this as equal?

Answer 27: The Division will approve this as equal.

Question 28: Page 41 – 42, Section 3.24, The specifications call out a Millennium lift and 1000-pound capacity. The Millennium is not available in 1000 pound. Does the State want a Millennium lift or he a Century lift with 1000-pound rating?

Answer 28: The Division would like the Century 1000 lb lift.

Question 29: Page 41, Section 3.23.2, Please accept that the rear bumper will not be OEM, rather provided by the body manufacturer.

Answer 29: The Division will accept the OEM rear bumper.

Question 30: Page 58, Section 3.35.4, The specified camera system is no longer available. Please consider accepting the Angel Trax Vulcan V12 system as equal.

Answer 30: The Division accepts the Angel Trax Vulcan V12 MDVR

Question 31: Page 110, Section 3.3, States "Engine shall be 3.7 Liter V-6 gasoline engine". Please accept a minimum of a 3.5 Liter V-6 engine.

Answer 31: The Division will accept the 3.5 liter v-6 engine as minimum.

Exhibit A - Pricing Page

156" Wheelbase Transit Van Dual Rear Wheel (DRW) narrow Body Cutaway Vehicle

CLASS	ITEM DESCRIPTION	UNIT PRICE PER VEHICLE	ESTIMATED QUANTITY	EXTENDED PRICE
A	Vehicle Non-Accessible / Paratransit Package		5	\$ -
B	Vehicle with One Wheelchair (WC) Positions/ Paratransit Package		5	\$ -
C	Vehicle with Two Wheelchair (WC) Position / Paratransit Package		5	\$ -
D	Vehicle/ Front Lift / 3 WC Positions		5	\$ -
E	Vehicle/ One Wheelchair (WC)/ Fixed Route Packag		5	\$ -
F	Vehicle/Two WC / Fixed Route Package		5	\$ -
G	Vehicle/ Front Lift / Three Wheelchair Positions/ Fixed Route Package		5	\$ -
H	Vehicle/ One WC Position / Fixed Route Package / Full Bus Paint		5	\$ -
I	Vehicle / 2 WC Positions / Fixed Route Package / Full Bus Paint		5	\$ -
J	Vehicle /Front Lift / Three WC Positions/ Full Bus Paint		5	\$ -
K	Vehicle/One WC/Fixed Route Package/ Three Quarter Body Paint with Expanded Graphics Vehicle Skirt PaintinG		5	\$ -
L	Vehicle/Two WC/Fixed Route Package/ Three Quarter Body Paint with Expanded Graphics Vehicle Skirt Painting		5	\$ -
M	Vehicle/Front Lift / Three WC/Fixed Route Package/ Three Quarter Body Paint with Expanded Graphics		5	\$ -
N	Vehicle/One WC/Fixed Route Package/ Vehicle Skirt Painting		5	\$ -
O	Vehicle / Two WC Position/ Fixed Route Package / Vehicle Skirt PaintinG		5	\$ -
P	Vehicle /Front Lift / Fixed Route Package / Vehicle Skirt PaintinG		5	\$ -
				\$ -
A1	Option to add Bus Driver Safety Barrie		5	\$ -
TOTAL BID AMOUNT				\$ -
	*Please note these are only estimated quantities and do not reflect any guarantee of purchase.			
	*The DPT may purchase more or less as needed.			
	*Please do not alter pricing page.			

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PTR2100000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Sonny Merryman Inc.
Company

Authorized Signature

11/04/2020
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Vehicles

Proc Folder: 776756

Doc Description: Addendum 1 - 156" WB DRW Narrow Body Cutaway

Reason for Modification:

Addendum 1 issued to publish a copy of the Vendor Questions with Responses and to attach the Exhibit A Pricing Page.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-10-29	2020-11-04 13:30	CRFQ 0805 PTR2100000005	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Sonny Merryman Inc

Address : 5120 Wards Road

Street :

City : Evington

State : Virginia

Country : USA

Zip : 24550

Principal Contact : C. Chad Seals

Vendor Contact Phone: 1-800-533-1006

Extension: 8606

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
(304) 558-0468
linda.b.harper@wv.gov

Vendor
Signature X

FEIN# 540806-176

DATE 11/04/2020

All offers subject to all terms and conditions contained in this solicitation

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PTR2100000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

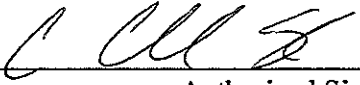
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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Sonny Merryman Inc.
Company


Authorized Signature

11/04/2020

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.


Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Sonny Merryman Inc.
Company


Authorized Signature

11/04/20
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Vehicles

Proc Folder: 776756

Doc Description: 156" WB DRW Narrow Body Cutaway

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-10-19	2020-11-04 13:30	CRFQ 0805 PTR2100000005	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Sonny Merryman Inc

Address : 5120 Wards Road

Street :

City : Evington

State : Virginia

Country : USA

Zip : 24550

Principal Contact : C. Chad Seals

Vendor Contact Phone: 1-800-533-1006

Extension: 8606

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
(304) 558-0468
linda.b.harper@wv.gov

Vendor
Signature X

FEIN# 540806-176

DATE 11/04/20

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The West Virginia Division of Public Transit is soliciting bids from qualified vendors to establish an "Open-End" contract for the purchase of 156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway vehicles per the Specifications, Terms & Conditions and bid requirements as attached

INVOICE TO

PUBLIC TRANSIT DIVISION OF
BLDG 5 RM 650
1900 KANAWHA BLVD E
CHARLESTON WV 25305-0432
US

SHIP TO

PUBLIC TRANSIT DIVISION OF
KANAWHA VALLEY REGIONAL TRANSPORTATION
AUTHORITY
1550 FOURTH AVE
CHARLESTON WV 25324
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	156" WB DRW Narrow Body Cutaway	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Senator

Extended Description:

156" WB DRW Narrow Body Cutaway

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Question Deadline 3 :00 pm	2020-10-27

	Document Phase	Document Description	Page 3
PTR2100000005	Draft	156" WB DRW Narrow Body Cutaway	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

C. Chad Seals - Commercial Sales

(Name, Title)

C. Chad Seals - Commercial Sales

(Printed Name and Title)

5120 Wards Road Evington, VA. 24550

(Address)

(800) 533-1006 Ext. 8606 (F) (434) 821-4456

(Phone Number) / (Fax Number)

chad@sonnymerryman.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Sonny Merryman Inc.

(Company)

C. Chad Seals - Commercial Sales

(Authorized Signature) (Representative Name, Title)

C. Chad Seals - Commercial Sales

(Printed Name and Title of Authorized Representative)

11/04/20

(Date)

(800) 533-1006 Ext. 8606 (F) (434) 821-4456

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

BID FORM #1

MANDATORY BID FORM – MUST BE SUBMITTED WITH BID

Location(s) of the Technical Service Representative(s) and parts distribution center(s) closest or in the State of West Virginia.

Location(s) of the technical service representative(s).

Name: Brady Childress

Address: 5120 Wards Road

Evington, Va. 24550

Telephone: 1-800-533-1006 Ext. 8620

Name: _____

Address: _____

Telephone: _____

Location(s) of parts distribution center(s).

Name: Derek Shelton

Address: 5120 Wards Road

Evington, VA. 24550

Telephone: 1-800-533-1006 Ext. 8633

Name: _____

Address: _____

Telephone: _____

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

BID FORM #2

DISADVANTAGED VEHICLEINESS ENTERPRISE
VENDORS/ MANUFACTURERS CERTIFICATION


MANDATORY BID FORM – MUST BE SUBMITTED WITH BID

(Check appropriate statement)

_____ The Vendor, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.

X_____ The Vendor, if a non-manufacturing supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR Section 26.49.

11/04/2020
Date


Authorized Signature

Commercial Sales
Title

Sonny Merryman Inc.
Company Name

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

BID FORM #3

**BUY AMERICA CERTIFICATION
ROLLING STOCK
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

Certificate of Compliance

The bidder or offeror hereby certifies that it will comply with the requirements of section 165(b) (3), of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR 661.11:

11/04/2020
Date


Authorized Signature

Sonny Merryman Inc.
Company Name

C. Chad Seals
Name

Commercial Sales
Title

Certificate for Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of section 165(b) (3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with section 165(b) (2) or (b) (4) of the Surface Transportation Assistance Act, as amended, and the applicable regulations in 49 CFR 661.7.

Date

Authorized Signature

Company Name

Name

Title

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

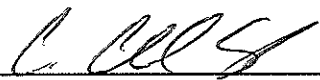
BID FORM #4

**FEDERAL MOTOR VEHICLE
SAFETY STANDARDS CERTIFICATION**

MANDATORY BID FORM – MUST BE SUBMITTED WITH BID

The vendor hereby certifies that it shall submit, as required by Title 49 of the CFR, Part 663 - Subpart D, its self-certification information stating that the vehicle(s) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

11/04/2020
Date


Authorized Signature

Commercial Sales
Title

Sonny Merryman Inc.
Company Name

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

BID FORM #5

MANDATORY BID FORM – MUST BE SUBMITTED WITH BID

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

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third-party contract),

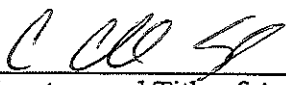
Sonny Merryman Inc. (COMPANY NAME) certifies
to the best of its knowledge and belief, that it and its principals:

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

If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT),

Sonny Merryman Inc., CERTIFIES OR AFFIRMS THE
TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE
PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.



- Commercial Sales
Signature and Title of Authorized Official


REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

BID FORM #6
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID

***VENDOR'S CERTIFICATION OF
UNDERSTANDING AND ACCEPTANCE***

The Vendor hereby certifies that all Technical Specifications and Contract Terms and Conditions have been carefully reviewed, are fully understood and shall be adhered to in performance and completion of any contract resulting from this bid.

11/04/2020
Date


Authorized Signature

Commercial Sales
Title

Sonny Merryman Inc.
Company Name

SPECIFICATION COMPLIANCE

NOTE: Please check if what is offered is in exact compliance with specifications. **Any discrepancies must be listed as an attachment to the bid proposal. Exact dimensions and/or descriptions must be provided as a part of the Vendor's bid proposal when submitted.**

 X Bid proposal submitted meets and/or exceeds all specification requirements.

 Bid proposal submitted contains deviations from specification requirements.
Detailed descriptions of these deviations have been provided with this bid proposal.

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

BID FORM #7
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, sub agreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

11/04/2020
Date


Authorized Signature

Commercial Sales
Title

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

BID FORM #8


CERTIFICATION OF COMPLIANCE WITH FTA'S
BUS TESTING REQUIREMENTS

The undersigned (Vendor/Manufacturer) certifies that the vehicle offered in this procurement complies with 49 U.S.C. 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 49 CFR Part 665.

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

11/04/2020

Date



Authorized Signature

Commercial Sales

Title

Sonny Merryman Inc.

Company Name

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

REQUIRED BID DOCUMENTATION CHECKLIST

Model Year: 2021 Model: Startrans Senator

Mandatory Bid Forms – must be submitted with bid:

- ☒ Bid Form #1: Locations of Technical Service Representatives and Parts Distribution Centers
- ☒ Bid Form #2: Disadvantaged Business Enterprise Vendors/Manufacturers Certification
The vendor shall also supply with bid FTA TVM DBE Goal Concurrence for the Current Fiscal Year Approval Letter.
- ☒ Bid Form #3: Buy America Certification Rolling Stock
Should the Vendor be declared responsive and low bid, pursuant to Pre-Award and Post Delivery Audit Requirements, the Division will require the Vendor to submit documentation (with the bid or prior to any award) that lists:
- 1) Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and cost; and
 - 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- ☒ Bid Form #4: Federal Motor Vehicle Safety Standards Certification
Vendor shall also supply with bid a breakdown of FMVSS standards to be met with proposed vehicle.
- ☒ Bid Form #5: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- ☒ Bid Form #6: Vendor's Certification of Understanding and Acceptance
- ☒ Bid Form #7: Certification of Restrictions on Lobbying
- ☒ Bid Form #8: Certification of Compliance with FTA's Vehicle Testing Requirements
A copy of the vehicle testing report (if available) shall be included with the bid.
- ☒ Exhibit A Pricing Page (8)

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

DOCUMENTATION TO BE SUBMITTED WITH BID:

Section
Referenced

- x 3.2 Chassis: product description, warranty information and product literature.
- x 3.3 Engine shall be 3.7 Liter V-6 gasoline engine: provide product description, warranty information and product literature.
- x 3.17.1 Radio: AM/FM/BT/SYNC Radio With 4" Display provide product description, Warranty information and product literature.
- x 3.8 Transmission: provide product description, warranty information and product literature.
- x 3.5 Radiator and Cooling System: provide product description, warranty information and product literature.
- x 3.6 High Idle System, provide product description, warranty information and product literature.
- x 3.13 Brakes: provide product description, warranty information and product literature.
- x 3.11.4 Tilt Wheel, Cruise Control and Power Steering: provide details of water testing procedures.
- x 3.21 Wheelbase: provide length of proposed wheelbase.
- x 3.9.4 Rear View Back-Up Camera: provide product description, warranty information and literature.
- x 3.14 Wheels: provide product description, warranty information and product literature.
- x 3.15 Tires: provide product description, warranty information and product literature
- x 3.16.6 Battery: provide product description, warranty information and product literature
- x 3.16.5 Alternator: provide product description, warranty information and product literature
- x 3.26 Front and Rear Heating and Air Conditioning: provide product description, warranty information, product literature.
- x 3.19 Body Specifications: provide a description of how conversion will take place and meet the specification requirements. Provide Actual Interior height and Body length of proposed vehicle.
- x 3.21 Sealant, Rustproofing and Undercoating: provide product description, warranty information and product literature.

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

- ☒ 3.19 Passenger Doors and Stepwells: Provide product description, dimensions, description of interlock system of all doors and locks to be provided.
- ☒ 3.29 Flooring: provide a description of product to be used, samples of floor covering, colors to be used and assembly process.
- ☒ 3.22 Seats, Grab Handles, Passenger restraints: provide product description, warranty information and product literature.
- ☒ 3.34 Mobility Aid/ Occupant Restraint Systems: provide product description, warranty information and product literature.
- ☒ 3.44 Training: submit letter of understanding to the terms in this Section.
- ☒ 3.35.4 Security Cameras System provide product description, warranty information and product literature.
- ☒ 4.12.2 Warranty on Complete Vehicle.
- ☒ 4.12.3 Warranty on Basic Vehicle Structure.
- ☒ 4.12.5 Warranty: warranties to be provide on subsystems and components.
- ☒ 7.3 Complete two (2) bids in binder form –one (1) marked for DPT.
- ☒ 9.2 A Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and / or number.
- ☒ 9.2 B Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system.
- ☒ 9.2 C Curb weight (empty weight) and gross vehicle weight rating (GVWR of vehicle.
- ☒ 9.2 D Exterior Vinyl Colors: provide samples/chart of available colors.
- ☒ 9.2 H Identification of the conversion location of the van and listing of activities to take place at the location.
- ☒ 9.2 I A list of five (5) users names, addresses, emails and telephone numbers who have been provided similar equipment.
- ☒ No Debt Affidavit
- ☒ Addendum Acknowledgement

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

17.2.3 Any other remedies available in law or equity.

18. MISCELLANEOUS:

- 18.1 No Substitutions:** Vendor shall supply only Vehicles as submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 18.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 18.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: C. Chad Seals

Telephone Number: 1-800-533-1006 Ext. 8606

Fax Number: (434) 821-4456

Email Address: chad@sonnymerryman.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Sonny Merryman Inc.

Authorized Signature: [Signature] Date: 07/22/2020

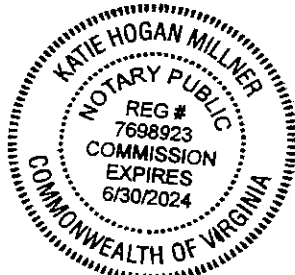
State of Virginia

County of Campbell, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of July, 2020.

My Commission expires June 30, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Sonny Merryman Inc. Address: 5120 Wards Road

Evington, VA 24550

Name of Authorized Agent: C. Chad Seals Address: Same as above

Contract Number: PTR2000000003 Contract Description: 156" WB DRW Narrow Body

Governmental agency awarding contract: Cutaway

☒ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract


☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

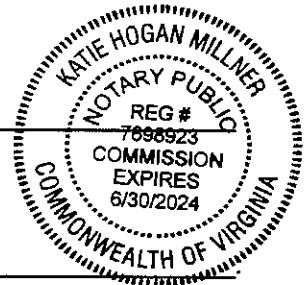
☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: 07/23/2020




Notary Verification

State of Virginia, County of Campbell

I, , the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 22nd day of July, 2020



Notary Public's Signature

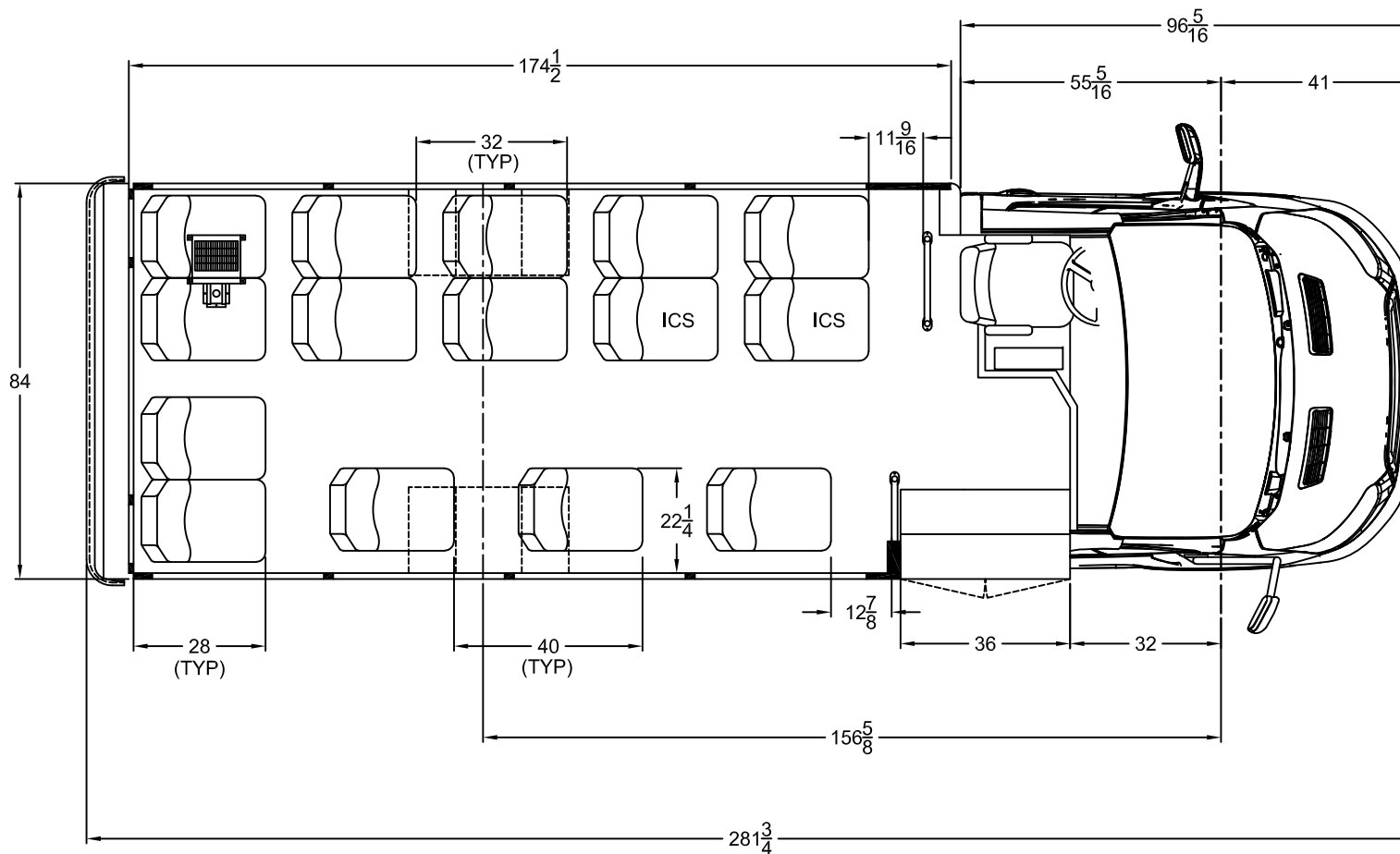
To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

FIRM'S NAME AND ADDRESS		PAYMENT ADDRESS		REMITTANCE	
Name: Sonny Merryman Inc.		Name: Sonny Merryman Inc.			
Address: 5120 Wards Road		Address: 5120 Wards Road			
P.O. Box or Suite No.		P.O. Box or Suite No.			
City Evington		City Evington			
State Virginia		Zip 24550		State Virginia Zip 24550	
Contact Person: C. Chad Seals					
Telephone No.		Fax No.		E-Mail Address:	
1-800-533-1006		1-434-821-4456		chad@sonnymerryman.com	
FEDERAL EMPLOYER I.D. NUMBER:		SOCIAL SECURITY NUMBER:			
54-0806176		(If Federal I.D. is not applicable)			
Payment Terms: Net/30		Age of Firm: 52 Years			
Disadvantaged Business Enterprise:					
() Yes (X) No					
If yes, certified by which agency?					
() Female () Male					
() Black () Hispanic () Asian American					
() Indian/Alaskan Native () Other					
() Not Applicable					
Annual Gross Receipts: () less than \$500,000 () \$500,000 to \$1 million					
() \$1 million to \$5 million (X) greater than \$5 million					
Contractor's License Type: West Virginia Business Registration					
Contractor's License Number: 234-1838					
License Expiration Date:					
		C. Chad Seals - Commercial Sales			
Signature of Contractor's Authorized Official		Name and Title of Contractor's Authorized Official			



Floor Plan for
Class A

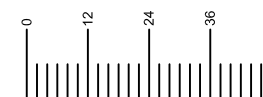
NOTE: SHOWN WITH MID HI FREEDMAN SEATS
 CANDIDATE TRANSIT 10,360 GVWR
 THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
 A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
 FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
 COMPLETED ORDER WITH ALL OPTIONS SHOWN.
 OPTIONAL EQUIPMENT MAY BE SHOWN.
 THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

☐ APPROVED

CUSTOMER SIGNATURE

SCALE
IN INCHES



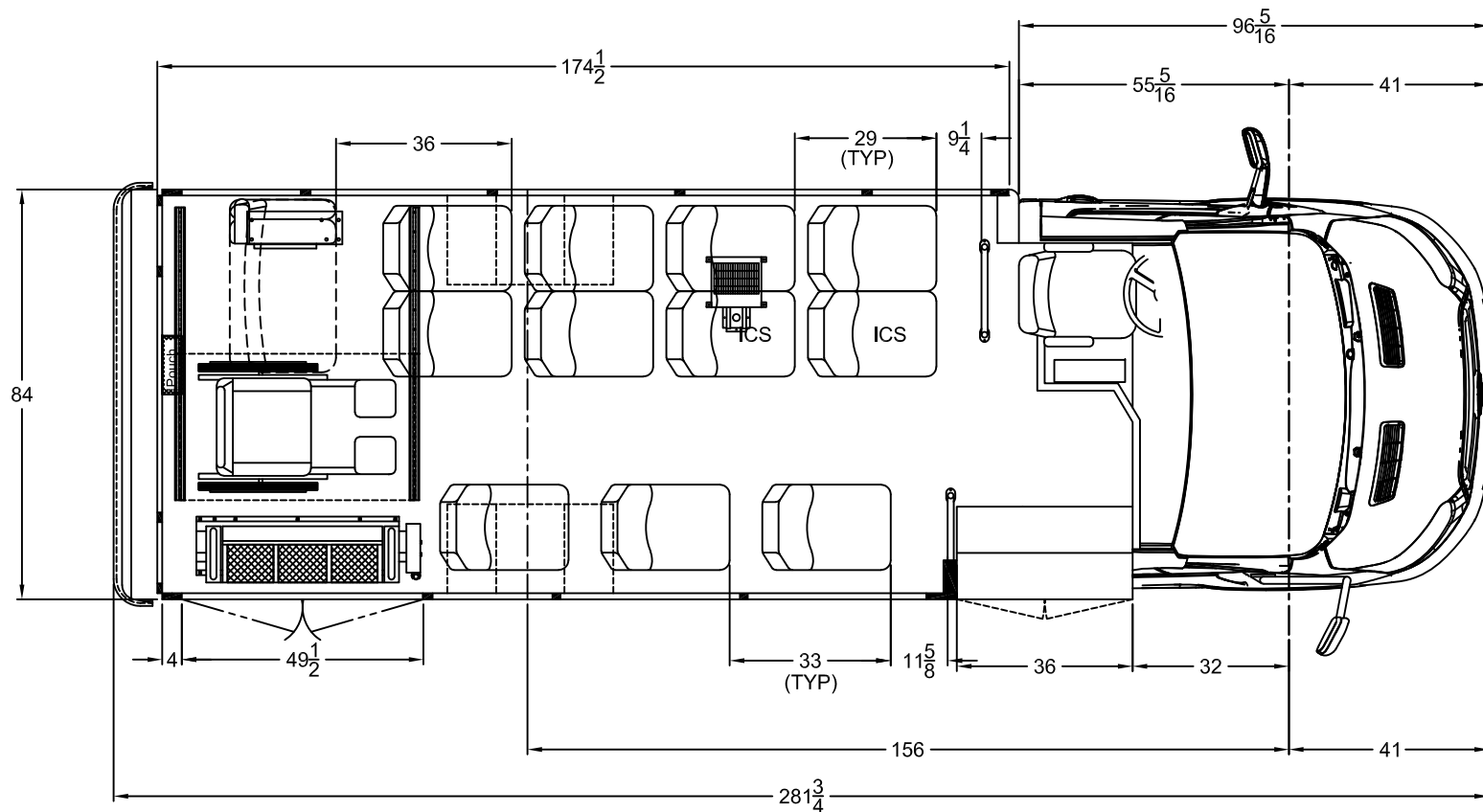
THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARTRANS BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARTRANS BUS, A DIVISION OF FOREST RIVER.

REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
LET.					

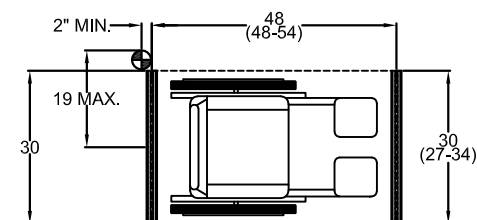
TOLERANCE UNLESS
OTHERWISE SPECIFIED

WOOD	OTHER
$\pm 1/8"$	$\pm 1/16"$
$\pm 1^\circ$	$\pm 1/2^\circ$

STARTRANS a division of Forest River, Inc.	
DATE: 06/07/16	TITLE: 15 PASS 156 WB MODEL 22 CANDIDATE TRANSIT
NAME: TAS	
DWG. No.	15 PASS 156 174-3 USA



Floor Plan for
Classes
B,E,H,K,N



NOTE: SHOWN WITH MID HI FREEDMAN SEATS
CANDIDATE TRANSIT 10,360 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
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OPTIONAL EQUIPMENT MAY BE SHOWN.
THE SALES ORDER PLACED DICTATES ACTUAL OPTION CONTENT.

DEALER APPROVAL

☐ APPROVED

CUSTOMER SIGNATURE

SCALE
IN INCHES



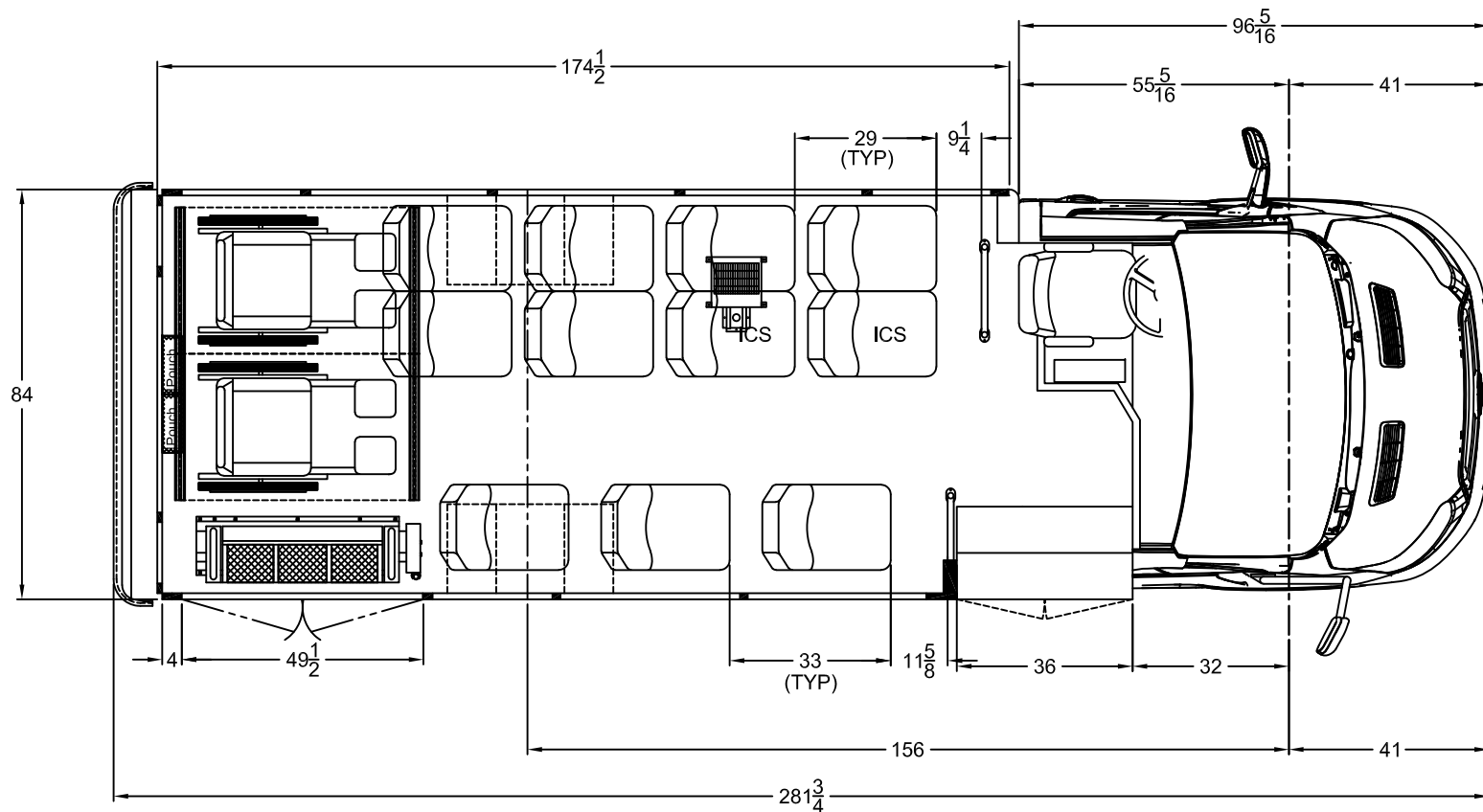
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REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
LET.					

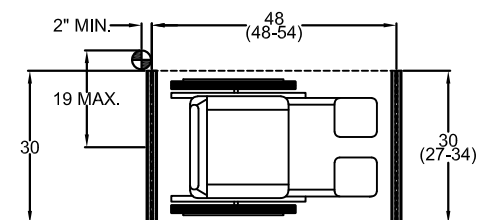
TOLERANCE UNLESS
OTHERWISE SPECIFIED

WOOD	OTHER
$\pm 1/8"$	$\pm 1/16"$
$\pm 1^\circ$	$\pm 1/2^\circ$

STARTRANS a division of Forest River, Inc.
DATE: 11/12/18 TITLE: 11 2 WC 156 WB MODEL 22 TRANSIT
NAME: TAS
DWG. No. 11 2 WC 1 DBL FOLD 156 WB 174 BDY-2 USA



Floor Plan for
Classes
C,F,I,L,O



NOTE: SHOWN WITH MID HI FREEDMAN SEATS
CANDIDATE TRANSIT 10,360 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
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FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
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DEALER APPROVAL

☐ APPROVED

CUSTOMER SIGNATURE

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REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

TOLERANCE UNLESS
OTHERWISE SPECIFIED

WOOD	OTHER
$\pm 1/8"$	$\pm 1/16"$
$\pm 1^\circ$	$\pm 1/2^\circ$

**SCALE
IN INCHES**

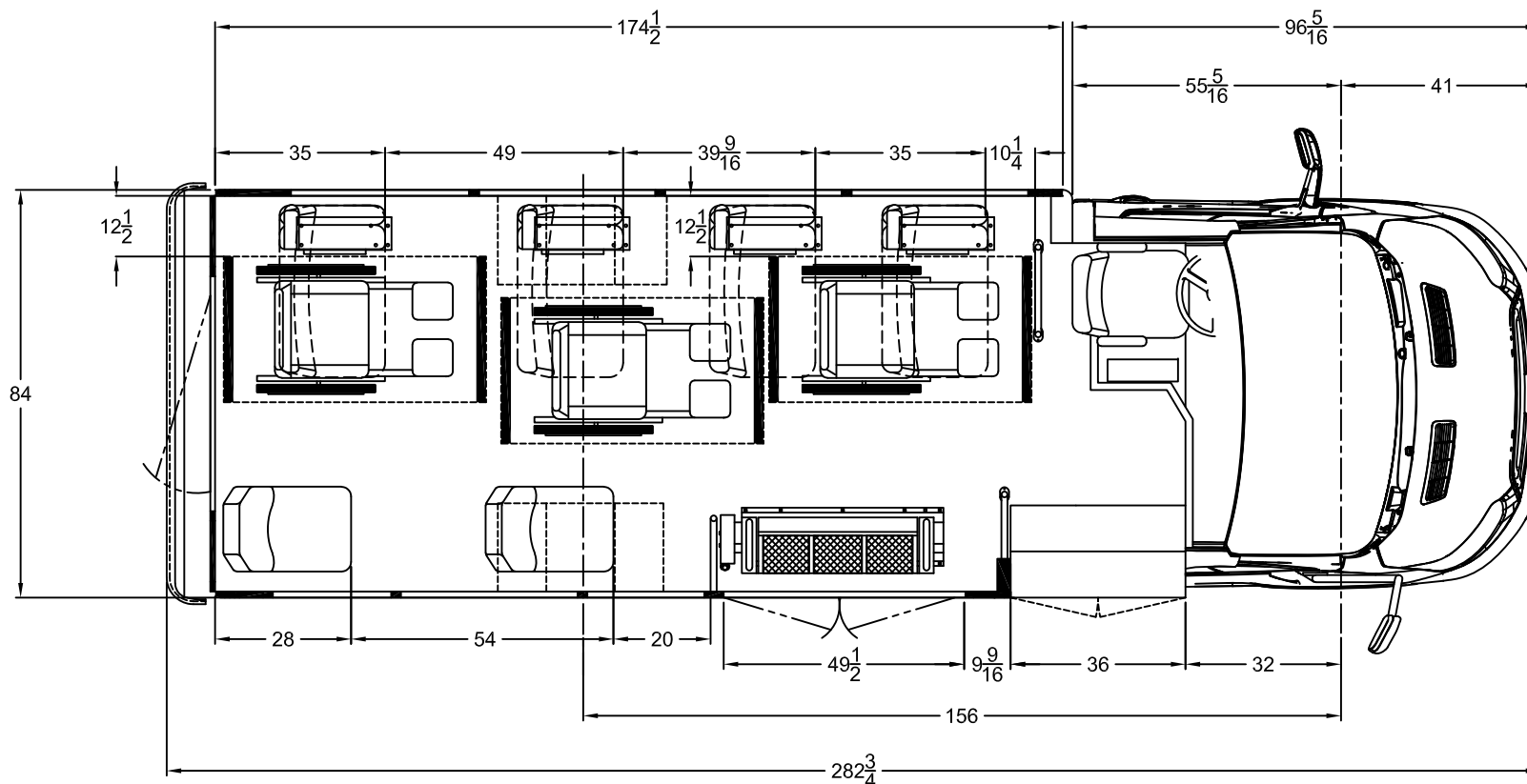
0 12 24 36 48

STARTRANS a division of Forest River, Inc.

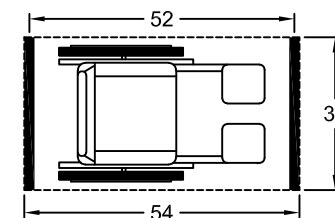
DATE: 11/12/18 TITLE: 11 2 WC 156 WB MODEL 22 TRANSIT

NAME: TAS

DWG. No. 11 2 WC 156 WB 174 BDY USA



Floor Plan for
Classes
D,G,J,M & P



NOTE: SHOWN WITH MID HI FREEDMAN SEATS
CANDIDATE TRANSIT 10,360 GVWR
THIS FLOOR PLAN IS FOR ILLUSTRATION PURPOSES ONLY.
A WEIGHT ANALYSIS HAS NOT YET BEEN PERFORMED.
FINAL APPROVAL WITH A WEIGHT ANALYSIS IS REQUIRED UPON RECEIPT OF A
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OPTIONAL EQUIPMENT MAY BE SHOWN.
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DEALER APPROVAL

☐ APPROVED

CUSTOMER SIGNATURE

SCALE
IN INCHES



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REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
LET.					

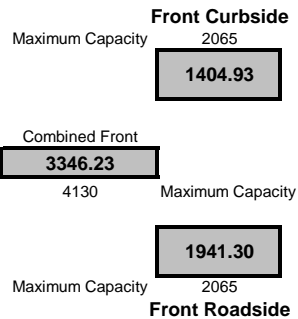
TOLERANCE UNLESS
OTHERWISE SPECIFIED

WOOD	OTHER
$\pm 1/8"$	$\pm 1/16"$
$\pm 1^\circ$	$\pm 1/2^\circ$

STARTRANS a division of Forest River, Inc.	
DATE: 07/21/20	TITLE: 2 3 WC 156 WB TRANSIT
NAME: TAS	CANDIDATE TRANSIT
DWG. No.	2 3 WC 4 DB FOLDS 156 174 USA

7/21/2020 15 PASS 156 174-3 EST USA

94376B
MID HI, BIKE RACK



7/21/2020 11 1 WC 1 DBL FOLD 156 WB 174 BDY EST USA

47685B	
MID HIGH SEATS	



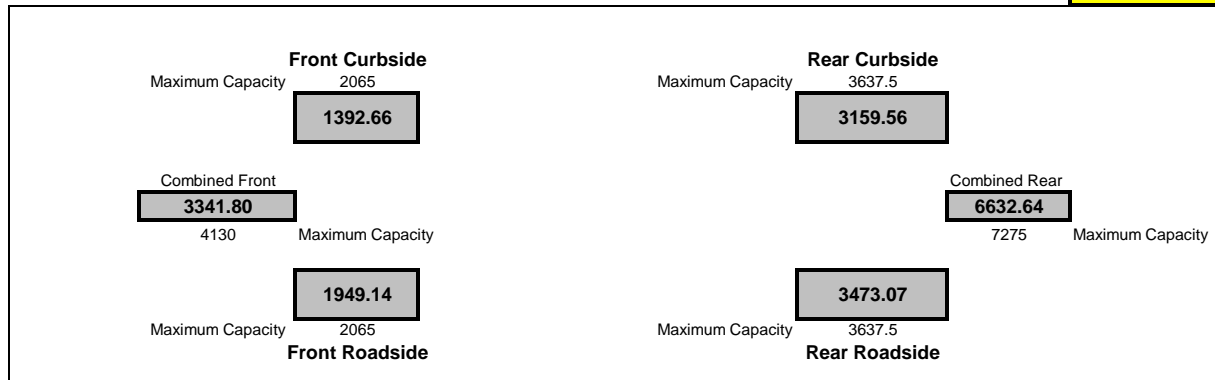
WEIGHT ANALYSIS

7/21/2020 11 2 WC 156 WB 174 BDY EST USA

[illegible]

47685B

MID HIGH SEATS



7/21/2020 2 3 WC 4 DB FOLDS 156 174 EST USA

AS BUILT 3647CT	
MID HI DBL MORRYDE 5/8 MARINE	





Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
36 — Vehicles

Proc Folder: 735735

Doc Description: 156" WB DRW Narrow Body Cutaway

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-30	2020-07-17 13:30:00	CRFQ 0805 PTR2000000003	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Sonny Merryman Inc.
5120 Wards Road
Evington, VA. 24550
1-800-533-1006

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
(304) 558-0468
linda.b.harper@wv.gov

Signature X

FEIN # 540806-176

DATE 07/22/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division for the Agency, The West Virginia Division of Public Transit is soliciting bids from qualified vendors to establish an "Open-End" contract for the purchase of 156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway vehicles per the Specifications, Terms & Conditions and bid requirements as attached

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE PUBLIC TRANSIT DIVISION OF BLDG 5 RM 650 1900 KANAWHA BLVD E CHARLESTON WV25305-0432 US	GENERAL MANAGER PUBLIC TRANSIT DIVISION OF KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY 1550 FOURTH AVE CHARLESTON WV 25324 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	156" WB DRW Narrow Body Cutaway	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
25101502	Startrans		Candidate II

Extended Description :

156" WB DRW Narrow Body Cutaway

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question deadline 4:00 p.m.	2020-07-07

PTR2000000003	Document Phase Draft	Document Description 156" WB DRW Narrow Body Cutaway	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **Tuesday, July 7, 2020, 4:00 p.m.**

Submit Questions to: **Linda Harper**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Linda.B.Harper@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: 156" WB DRW Narrow Body Cutaway

BUYER: Linda Harper

SOLICITATION NO.: CRFQ PTR2000000003

BID OPENING DATE: Friday, July 17, 2020

BID OPENING TIME: 1:30 p.m.

FAX NUMBER: 304-558-3970

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: Friday, July 17, 2020, 1:30 p.m.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____
Upon Award _____ and extends for a period of ONE (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☒ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

C. Chad Seals - Commercial sales
(Printed Name and Title)

5120 Wards Road Evington, VA. 24550
(Address)

(P)(800) 533-1006 (F)(434) 821-4456
(Phone Number) / (Fax Number)

chad@sonnymerryman.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Sonny Merryman Inc.
(Company)

(Authorized Signature) (Representative Name, Title)

C. Chad Seals - Commercial Sales
(Printed Name and Title of Authorized Representative)

07/22/2020
(Date)

(P)(800) 533-1006 (F)(434) 821-4456
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Sonny Merryman Inc.
Company

Authorized Signature

07/22/2020
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other agency that desires to utilize this contract to establish an open-ended contract for 156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway vehicles fixed seats with air conditioning and wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-star duty cycles.

Vehicles supplied shall conform in all respects to the applicable Motor Vehicle Laws of the State of West Virginia, Federal Motor Vehicle Safety Standards, Environmental Protection Agency, Federal and State Regulations in effect at the time of manufacture and all must be in compliance with Americans with Disabilities Act (ADA) regulations at the time production of the vehicle commences.

The Vendor is to deliver a complete new 2020 or current year vehicle in one of proposed floor plans as defined in these specifications with different configurations identified as Class on the Exhibit A Pricing Pages, ready for operation. **All required Federal Transit Administration's certification forms must be included in the bid proposal.**

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "ADA" means Americans with Disabilities Act of 1990 including applicable federal regulations issued pursuant to the Act in effect at the time production of the vehicle commences.
- 2.2 "ASTM" means American Society for Testing and Materials.
- 2.3 "Contract Item" or "Contract Items" means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.4 "Curb Weight" means Weight of the vehicle including maximum fuel, oil, and coolant and all equipment required for the operation as required by this specification without passengers or driver.
- 2.5 "DBA" means the decibel scale A weight to measure upper middle frequencies over time that can impact hearing loss.
- 2.6 "Division" means the West Virginia Division of Public Transit, DPT.
- 2.7 "DMV" means Division of Motor Vehicles State of West Virginia.
- 2.8 "EPA" means Environmental Protection Agency.

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- 2.9 **"EPA"** means Environmental Protection Agency.
- 2.10 **"Fire Resistant"** means Materials that have a flame-spread index less than 150 as measured in a radiant panel flame test per ASTM 162-75.
- 2.11 **"Fireproof"** means materials that will not burn or melt at temperatures less than 2,000 degrees Fahrenheit.
- 2.12 **"FMVSS"** means Federal Motor Vehicle Safety Standards.
- 2.13 **"FTA"** means Federal Transit Administration.
- 2.14 **"GAWR FR"** is the maximum distributed weight that may be supported by the front axle.
- 2.15 **"GAWR RR"** is the maximum distributed weight that may be supported by the rear axle.
- 2.16 **"Gross Load"** means one hundred and seventy-five (175) pounds for every design passenger seating position and for the driver and three hundred (300) pounds for every wheelchair station. Vehicles will be operated without standees.
- 2.17 **"Gross Vehicle Weight Rating (GVWR)"** means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.
- 2.18 **"HP"** means the power of an engine measured in terms of a unit of power equal to 550-foot pounds per second.
- 2.19 **"Manufacturer/Brand"** means the name of the maker of the contract item which will be supplied by the vendor.
- 2.20 **"Model & Number"** means the model name and model number associated with the contract item as defined by the manufacturer.
- 2.21 **"OEM"** means Original Equipment Manufacturer.
- 2.22 **"Powertrain"** means the group of components used to transmit engine power to the wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.
- 2.23 **"Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
- 2.24 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

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- 2.25 “QVM” means Qualified Vehicle Manufacturer.
- 2.26 “RPM” means Revolutions per minute.
- 2.27 “SAE” means Society of Automotive Engineers.
- 2.28 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.29 “Vendor Name” means the company name of the vendor who will be supplying the contract item(s) to the Division.
- 2.30 “Warranty” means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer’s responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.
- 2.31 “Wheelbase” means the distance from the centerline of the front axle to the centerline of the rear axle. Minimum of 156”.

3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.1.1 In all cases, materials shall be furnished as specified Where brand names or specific items or processes are used in the specification, consider the term or equal to follow.
- 3.1.1.1 **Legal Requirements.** The vehicle shall meet all applicable FMVSS, DMV and ADA, federal and state regulations in effect at the date of manufacture. Vendor shall supply certification that vehicle meets all FMVSS Regulations and that vehicle complies with all relevant federal and State of West Virginia Standards at the time of delivery.
- 3.1.1.2 **Components, Materials, Workmanship and Completeness.** These specifications reflect the Division of Public Transit’s preference as to dimensions, materials, and major components. However, the vendor shall not omit any part of detail which goes to make the vehicle

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

complete and ready for service, even though such part or detail is not mentioned in these specifications.

- 3.1.1.3 All units or parts shall be manufacturer's best quality and shall conform in material, design and workmanship to the best practice known in the automotive industry. All parts shall be new and in no case will used, reconditioned, or obsolete parts be accepted. The parts on all vehicles provided by the same manufacturer shall be interchangeable.
- 3.1.1.4 The price quoted in any proposal submitted shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications.
- 3.1.1.5 It is the intent of these specifications to provide and require a complete vehicle of the type prescribed ready for operation. The vendor shall assume sole responsibility for the entire vehicle as to warranty and after-sale parts and service.
- 3.1.1.6 Warranty to become effective on the first day, after the date of final acceptance, of each vehicle by the Division of Public Transit.
- 3.1.1.7 **Exhaust Emission Control Requirements.** The vehicle shall comply with all federal and state requirements applicable to the year of manufacture.
- 3.1.1.8 **Noise Control.** The exterior noise from the vehicle shall not exceed eighty-six (86) dba using the procedures set forth in the SAE Standard SAE J366. Vendor shall supply report showing testing results of noise control. The interior noise at a location (2) feet from the rear window and four (4) feet from the floor shall not exceed eighty-six (86) dba with the vehicle standing with the transmission in neutral and the engine operating at a maximum rated RPM.
- 3.1.1.9 **Inspection Facilities.** In order to comply the manufacturer shall provide on its premises a suitable hoist for a complete inspection of the underside of the vehicle. **A pit is not acceptable.** This includes, but not limited to, wiring and hosing runs, structural integrity,

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through floor securements, OEM defects and completeness, and coverage of the undercoating.

- 3.1.1.10** Body shall be thoroughly water tested and made tight to prevent leakage. All vehicles purchased under this contract shall, during the course of the manufacture and prior to acceptance, shall be subjected to a water test to determine body leaks. This test shall consist of a series of nozzles, which are strategically located around the perimeter of the vehicle as to spray water over the entire surface of the vehicle. The nozzles shall eject a volume of water no less than twenty-two (22) pounds per square inch measured at the nozzle tip. Body shall be thoroughly water teste and made tight to prevent leakage. The bidder shall provide the procuring agency with details of its water testing procedures with the bid.

THE PRICING AND TERMS AND CONDITIONS OF THE BID MAY BE EXTENDED TO WEST VIRGINIA TRANSIT AUTHORITES AND PRIVATE NON-PROFIT ORGANIZATIONS. IF VENDOR DOES NOT AGREE, VENDOR MUST CLEARLY INDICATE A REFUSAL IN HIS/HER BID.

3.2 CHASSIS

- 3.2.1** Chassis shall be OEM's original wheelbase. Cutting between the axles to extend the wheelbase is not allowed. Chassis extensions behind the rear axles to support the body shall be in accordance with OEM's recommended practices and painted to match the original chassis. All welds and cuts shall be properly dressed and deburred to present a professional finish.

3.3 ENGINE / EXHAUST SYSTEM

- 3.3.1** Engine shall be V-6 gasoline engine or equivalent, having a minimum of 310 horsepower.
- 3.3.2** The engine shall be furnished with a large capacity full flow oil filter easily reached and replaced without removal of any major component. Engine shall be equipped with oil fill access in top of rear valve pan cover. Front oil filler tube shall be extended to rear of front access door. All service tubes should be extended in a similar manner. Care should be taken to ensure that the battery and alternator supply wire is insulated to prevent grounding during oil filter removal/replacement. Transmission

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cooler lines should not interfere with the oil filter removal or replacement. A low voltage light shall be under the hood in order for service personnel to service vehicle.

3.3.3 The engine shall be installed so as to produce a minimum of vibration. A firewall of sandwich construction shall separate the engine and passenger compartments, providing both thermal and acoustic insulation and sealing against intrusion of exhaust fumes into the vehicle. Non-combustible insulation shall be used.

3.3.4 The OEM exhaust system shall be stainless steel exhaust pipes and muffler properly installed with heat shields and baffles. The rear exhaust and tip shall be aluminized steel. The tailpipe shall be designed to direct exhaust towards the curbside of the bus.

3.4 FUEL SYSTEM

3.4.1 A single fuel tank shall have a capacity of at least 25 gallons and be located between the chassis rails between the front and rear wheels. Fueling should be possible from the curbside.

3.5 COOLING SYSTEM

3.5.1 The cooling system shall have sufficient capacity to provide satisfactory cooling at 115 degrees Fahrenheit at sea level and shall be equipped with an overflow tank such that coolant expelled is saved and restored to the cooling system. The cooling system shall be the OEM chassis supplier's heaviest duty system,

3.6 HIGH IDLE SYSTEM

3.6.1 A high-idle system intended to maintain battery charging under heavy demand when the vehicle is stationary, and the emergency brake is applied shall be provided on all vehicles. The fast-idle switch will automatically disengage when the vehicle is placed in forward or reverse gears.

3.7 ENGINE OIL COOLER

3.7.1 An OEM oil cooler shall be provided.

3.8 TRANSMISSION

All fill tubes must be extended to an accessible position for easy service access.

3.8.1 Transmission shall be a heavy-duty, six-speed automatic minimum, with increased cooling capacity to match GVWR of vehicle.

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- 3.8.2** The transmission and drive shall be heavy duty. Each section of the drive shaft shall be equipped with a guard to prevent the shaft from striking the passenger compartment floor or the ground in the event it should break.
- 3.8.3** The transmission shall have a separate cooling system appropriate for the intended use of the vehicle. The cooling system shall be protected with permanent type antifreeze to twenty-five (25) below zero Fahrenheit.

3.9 SUSPENSION

- 3.9.1** The suspension shall be the highest rating available. Suspension system shall provide the low, un-sprung weight characteristics necessary for passenger comfort without sacrificing vehicle stability and shall provide heavy-duty shock absorbers. A front axle with independent suspension is preferred. Vendor must perform a front-end alignment after each vehicle is completely built. The vendor shall supply a camber and caster kit for each vehicle. Vendor shall supply a statement of completion verifying that alignment was completed with warranty information.

3.10 HORN / AUDIBLE ALARM /BACKUP CAMERA

- 3.10.1** A 12-volt dual horn shall be situated beneath the front end of the vehicle, protected from wheel wash.
- 3.10.2** A rear alarm shall be provided that is clearly audible outside of the vehicle when the transmission is in reverse.
- 3.10.3** An audible door ajar alarm shall be provided for any rear emergency door.
- 3.10.4** An OEM backup camera will be provided on all vehicles.

3.11 FRONT AXLE AND STEERING

- 3.11.1** GAWR FR compatible with chassis OEM.
- 3.11.2** The steering mechanism shall be constructed so that the vehicle can be easily Steered by its operator and shall be such as to make the wheel free from road shock and vibration. The steering mechanism shall be self-centering, requiring little or no effort for the operator to bring the vehicle back to a straight-ahead position from a turning position Steering wheel rim shall be 25 inches maximum in diameter and the wheel rim shall be of plastic or synthetic resin construction molded over metal. The steering gear box should be placed in an easily accessible location for service. Steering shall be power assisted.

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3.11.3 With the vehicle stationary on dry, level pavement and the engine idling, steering effort shall be as low as possible at the steering wheel. This effort shall remain approximately constant from just off straight-ahead to approaching full lock.

3.11.4 OEM tilt-wheel or adjustable steering column, with cruise control is required.

3.12 REAR AXLE

3.12.1 GAWR RR compatible with chassis OEM.

3.13 BRAKES

3.13.1 Service Brakes: The Anti-Lock Brake System (ABS) foundation brakes shall be a power-actuated hydraulic split system of four-wheel disc-type, with four channel anti-lock braking control. Braking system shall include a red brake warning lamp in the instrument cluster that lights when the parking brake is on, when a front or rear hydraulic failure occurs, or when brake fluid is low in the reservoir.

3.13.2 Emergency parking brakes shall be provided on the driveline or rear brakes.

3.13.3 The brake system shall meet all federal and state requirements for vehicles over 10,000 GVWR for stopping distance, stability while braking, fade resistance, water recovery and warning devices. The warning devices. The warning devices must meet FMVSS standards.

3.14 WHEELS

3.14.1 16.0 diameter X 6.0" width or sized compatible with the suspension and GVWR will be furnished. Each inner dual rear wheel shall come with an air valve extender.

3.14.2 Manufacturer shall provide a spare tire as standard equipment. The spare wheel and tire shall be sized per 3.15 and shall be shipped secured in the body of the vehicle appropriately secured so as not to damage the vehicle interior during shipment. Spare is to be the exact same tire and provided on the vehicle. Spare tire shall be painted white and it shall be as inflated to the proper pressure with air, not nitrogen.

3.14.3 Both inner and outer wheels shall be painted to match the basic body color, which is white.

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3.15 TIRES

- 3.15.1** Vehicles shall be equipped with seven (six regular and one regular sized spare) steel belted radial tires.
- 3.15.2** Tires shall be supplied with the vehicle from the factory.
- 3.15.3** Tire Rating and Type shall conform to the GVWR of the vehicle and be all Season tires.
- 3.15.4** Rubber mud flaps shall be provided at all wheels. No hard plastic shall be permitted.

3.16 ELECTRICAL SYSTEM / WIRING

- 3.16.1** The vehicles are to be supplied with a twelve (12) volt electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws, due to lights, flashers, air conditioning or heaters, and other accessories in constant operation. As Built Schematics must be supplied and current with all vehicles in Word or Adobe reader format. **Two (2) 11" x 17" clearly readable laminated print copies of the as built schematics are to be provided for each vehicle at the time of delivery.** All wiring shall be loomed and held in place by insulated clamps spaced every 12 inches on center. Wiring shall be system coded, numbered and function coded. All wiring must be at least 20 gauge. All wiring shall have adequate electrical insulation and provide flexibility and resistance against solvents or abrasives in accordance with SAE standards. All exposed underbody connectors shall be weather proofed for protection against the elements.
SAE Standard <http://standards.sae.org/ams3625/>
- 3.16.2** Wiring shall be correctly grouped and coded and installed such that systems checks, maintenance, and replacement can be affected with minimum effort.
- 3.16.3** Wiring shall be adequately supported. Where penetration of structural members occurs, grommets or similar devices shall be used to prevent chafing.
- 3.16.4** Where applicable, all circuits shall be suppressed with capacitors to eliminate interference with radio and TV transmission and reception.
- 3.16.5** **Alternator:** OEM 250-amp alternator with a rectifier is required. Rectifier may either integral or externally connected. Bidder shall specify the nature of the rectifier and method of installation. The voltage

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regulator shall be solid state. The alternator shall be sized to provide a minimum of 90 percent of the continuous system draw at the engine manufacturer's recommended idle or 100 percent at automatic fast idle as specified (3.6 High Idle System). The alternator speed shall not exceed its recommended maximum or recommended high engine speed. The continuous system draw shall include all accessories in their "high" position, which could operate as the vehicle is in motion, i.e., excluding intermittently operating devices, such as turn signals, brake lights, or wheelchair lifts.

3.16.6 Batteries: Two (2) heavy-duty 12-volt batteries shall be provided with a minimum total capacity of 1520 CCA.

3.16.7 Both batteries are to be installed in a stainless-steel battery box on a stainless-steel slide-out tray located on the curbside of the vehicle. An access door will be provided in the skirt to access the battery box. The access door will be secured with two (2) quarter-turn latches.

3.17 INSTRUMENTS AND CONTROLS:

The following instruments shall be provided. All controls shall be within the driver's arm reach when his seat belt is fastened. All instruments are to be grouped on a single panel in full view of the driver with no instruments obstructed by controls, trim panels, or other appurtenances and arranged in a consistent and uniform manner.

3.17.1 AM/FM/BT/SYNC Radio With 4" Display

3.17.2 Speedometer with recording odometer

3.17.3 Ammeter or voltammeter gauge

3.17.4 Low-charge warning light

3.17.5 Oil pressure gauge

3.17.6 Fuel tank level gauge(s)

3.17.7 Engine temperature gauge

3.17.8 Headlight on indication and headlight high beam indicator

3.17.9 Directional signal and flasher action light

3.17.10 Parking Brake Indicator

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The following controls, in addition to the normal steering, braking, and transmission functions, shall be provided:

- 3.17.11** Separate switches and temperature controls for rear passenger compartment heater and air conditioner.
- 3.17.12** Separate switch and temperature controls for driver's heater, defroster and air conditioner.
- 3.17.13** Three speed electric windshield wipers with high, low and intermittent speeds and may be panel or column mounted.
- 3.17.14** Passenger compartment lights
- 3.17.15** Back Up Camera
- 3.17.16** Tilt Steering Wheel
- 3.17.17** Cruise Control
- 3.17.18** OEM Cigarette lighter and/or USB port for charging cell phone
- 3.17.19** Emergency flasher control facing driver and clearly visible
- 3.17.20** Master exterior light switch and auxiliary switches, if necessary, for any clearance or marker lights.
- 3.17.21** A two-speed heavy duty commercial vehicle circulation fan shall provided in the driver's area for increased circulation. The fan shall be a minimum of six (6) inches in diameter with at least a three-position control switch. Location will be approved by the West Virginia Division of Public Transit. The Division of Public transit must approve location of all controls.

3.18 ELECTRICAL FUSES/CIRCUIT BREAKERS

- 3.18.1** The fuse panel box shall be large enough in order that the wires are not cramped and easily accessible for service. The panel door shall have enough space between door and panel in order that the door and wires do not touch when closed.
- 3.18.2** All fuses and/or circuit breakers other than the OEM's chassis shall be placed in a waterproof electrical distribution panel located above the driver's door, accessible from inside the vehicle. Fuses will be automotive mini blade type fuses that plug into a modular distribution block, such as Cooper Bussman Series 3000 BEC, TCT, or equal.
- 3.18.3** The distribution panel access door shall be side or bottom hinged and

contain a readily visible circuit diagram of the electrical services.

3.19 BODY STRUCTURE / ROOF HATCH

3.19.1 Body shall be steel framed with a minimum 14-gauge steel and be built as an integral welded unit mounted on a chassis and adequately reinforced at all joints where stress concentration may occur. Side walls, rear wall, roof, and floor must be welded together; joining by other means is not acceptable. Details of body construction including materials, methods of joining and assembling components or sub-assemblies and method of attachment of the body to the chassis shall be submitted in bid. Honeycomb construction is not acceptable. Roof structure to include two roll bars fabricated from steel tubing incorporated into roof structure to provide additional strength.

3.19.2 Federal and state requirements including FMVSS #220 Rollover Protection are required to be met. The side and end forming shall be so designed and constructed that they will carry their proportion of the stresses imposed and absorb excessive impacts with as little damage as is practical. Adequate reinforcement shall be installed around all doors in order to transfer the stresses around these openings. All posts in body, side, and roof sections shall be of square section tubing or equal construction securely fastened to the under-frame structure so that the entire frame shall act as one unit without any movement at the joining. The end posts shall be designed to standards as required for federal and state standards for shear, static load on roof, and side panel impact protection.

FMVSS Standard #220

<https://www.law.cornell.edu/cfr/text/49/571.220>

3.19.3 All steel components are to be treated with an anti-corrosive, petroleum based primer that meets ASTM B117 (3500 hours) and ASTM D870 (1000 hours).

ASTM B117 <https://www.astm.org/Standards/B117.htm>

ASTM D870 <https://www.astm.org/Standards/D870.htm>

3.19.4 All nuts, bolts, clips, washers, clamps, and like-parts shall be galvanized, zinc-coated, or given a coat of primer as additional protection against corrosion. All exterior screws and bolts shall be stainless steel.

3.19.5 Interior surfaces of any exterior painted body panels and posts which are covered by trim material shall be given a coat of primer as additional protection against deterioration.

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- 3.19.6** All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type or acceptable substitute.
- 3.19.7** All interior panels shall be riveted, welded or fastened to the body frame. All fasteners shall be installed to resist vibratory loosening. Exterior seams shall be constructed in such a manner that they shed water; the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type tape, Tectyl rubber type, or equal.
- 3.19.8** All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.
- 3.19.9** Lower skirts to be of thick molded fiberglass or galvanized steel, or aluminum. Skirt seams MUST be placed above the wheel wells or adjacent to one of the A/C skirt condensers only.
- 3.19.10** The passenger entrance frame and wheelchair door shall be aluminum or stainless steel construction only.
- 3.19.11** The front cap shall have an extra framed support from the side of the passenger entrance door to the floor.
- 3.19.12** Roof shall be one-piece metal, fiberglass, or equal panel with one and one half (1 1/2") minimum thickness rigid foam insulation or equivalent. Side panels above the floor line shall be one-piece fiberglass reinforced plastic (FRP), steel, aluminum, or equals on the exterior, of one-piece construction, firmly attached to prevent flexing of the panels to the frame structure to present a smooth pleasant appearance and to be free from drumming or oil canning. Vacuum lamination is the preferred method.
- 3.19.13** Side panels (skirt) below the floor line shall be detachable aluminum and separate from the above panels for ease of the maintenance and repair. An aluminum or galvanized steel underfloor shall be provided for the whole of the passenger compartment, and it shall be fully undercoated.
- 3.19.14** Stepwells shall be of one-piece stainless steel, galvanized steel, or aluminum construction welded into the floor and side-structures. The bottom of the steps and risers will be coated with undercoating, such as Z Tech Z guard 20060 B-2 or an equal. Stepwells shall be of one-piece construction of corrosion resistant steel with covered corners and adequate reinforcement to prevent deflection. Stepwell shall be the full width of the door opening, and designed like the Talon Tread-type step or approved equal, which eliminates separation and exposure of metal to moisture on the treads and risers. The preferred method of manufacturing is a

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process where the contrasting step nosing and flooring are heated with the metal stepwell so that the metal and flooring material are fused with fewer seams and less caulking. The entire underside of the vehicle should be fully undercoated. The nosing of each step shall be marked with bright yellow marking with abrasive strip insert not less than two (2) inches wide. Floor covering shall be laid without gaps or openings. Joints shall be filled with color matching material so as to be tight against any influx or seepage of water and all edges to be sealed. Stepwells and walkways to be contrasting color for higher visibility.

3.19.15 Wheel housing shall be steel and should provide clearance for wheels equipped with chains to move freely and to allow a wheel to be removed with the vehicle jacked on the rear axle. Application of exterior sidewalls with two-sided tape is not acceptable.

3.19.16 One piece Fiberglass Rear Cap.

3.20 EXTERIOR:

Vehicle exterior paint shall be OEM standard "white" finish.

3.20.1 5310 Paratransit Vehicle Vinyl Scheme: Vinyl Logo/Striping Schemes on Vehicle Classes Paratransit Vehicles. The Agency's name, phone number and Logo /Striping applied to both sides of the vehicle by the Vendor at the factory. This scheme uses two colors Pantone 485 Red and Pantone Process Blue Exterior.

3.20.2 The artwork for the logo and stripes will be provided by the Division upon award as well as, a list of agency names and phone numbers.

3.20.3 Signs and numbers shall be fade, chip, and peel-resistant: NO painted signs, decals or pressure sensitive appliques.

3.20.4 All decals shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.

3.20.5 The exact location and size will be agreed upon between the Division of Public Transit and the successful bidder.

3.20.6 License plate mounts: located on the rear bumper or rear cap. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require rear license plate. Any vehicle delivered without such plate mounts will be rejected.

3.20.7 Paint schemes and paint colors of the agencies receiving the vehicles will be furnished to the successful Vendor. Matching touch up paint must be provided. Each agency will have a logo and striping scheme. Each

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agency's logo and striping scheme will have at least **3 colors, with the possibility of up to 5 colors. Where the logo covers the windows, perforated vinyl shall be used. Skirt painting must be included in the price. For those classes with full vehicle paint requirement, a ¾ paint expanded graphics package may be substituted.**

3.21 UNDERCOATING AND RUSTPROOFING:

- 3.21.1** All exposed floor seams shall be sealed with an industrial grade Tectyl sealant or equivalent which conforms to ASTM C920. The entire surface of exterior lowered floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current Federal and State flammability standards.

ASTM C920 Standards: <https://www.astm.org/Standards/C920.htm>

- 3.21.2** The vehicles shall be fully undercoated at the point of manufacture prior to delivery.

3.22 DOORS –ACCESS AND ENTRANCE / EXIT

- 3.22.1 Access Doors:** Access doors shall be provided where necessary to service transmission, engine, radiator, batteries, air conditioning, and radio system components.

- 3.22.2 Ambulatory Passenger Doorway:** A driver operated 2 leaf, outward opening passenger access door shall be located towards the front of the right of the vehicle.

- 3.22.3** Dimensions shall be:

Overall Clear Height	Approximately 80"
Overall Clear Width	Not Less Than 29"
Tread Depth	Minimum of 10"
Riser Height	Maximum of 8.5"
Distance Step to Ground	Maximum of 10.5"

- 3.22.4** The door shall be fully glazed or provided with upper and lower windows allowing the driver an adequate view of the curbside area outside of the door. **Tempered safety glass shall be used.**

- 3.22.5** When the door is closed, the lower step shall not protrude beyond the door line more than two (2) inches.

- 3.22.6** Brushes or other appropriate seals shall be fitted to the bottom of the door

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panels to assist in sealing and snow clearance.

- 3.22.7** Electrically Operated door to be provided. Door control shall be within twenty-eight (28) inches from the right side of the driver's shoulder. The door frame shall be welded at all seams to ensure that the door frame will not separate. An additional post shall run from the side of the passenger entrance door to the cap to provide an extra support for the front cap.
- 3.22.8** The passenger entrance door frames shall be aluminum or stainless-steel construction only.
- 3.22.9** Passenger door shall be key operated from the outside and by a rocker or toggle switch from the driver's console. Door pivot pins shall incorporate permanently lubricated bearings. Door must have an emergency release in case electric is not properly working.
- 3.22.10** Driver's door shall have an aluminum running board for easy access for the driver. The Division of Public Transit requests no less than 8.5" wide and within 8" of the ground.
- 3.22.11 Non-Ambulatory Passenger Entrance/Exit:** A driver operated two-piece wheelchair entrance door with large upper viewing window, capable of being locked, shall be located at the rear of the curbside and behind the rear wheels. Doors shall be fitted with heavy-duty, full-length piano hinges. These doors shall not sag when open, and if there is a possibility of sagging, additional preventative gussets need to be inserted.
- 3.22.12** A minimum clear vertical distance of 59 inches required through the doorway and lift installation.
- 3.22.13** Overall door width of approximately 48" inches is required. The door width must provide operating clearance for a lift meeting the requirements of the lift section.
- 3.22.14** A warning light shall be provided at the driver's station to indicate when the door is open for wheelchair operation.
- 3.22.15** Door ajar signal is to be activated by a magnetic proximity switch or a plunger type switch. The striker for the signal must not have contact with flexible section of the door. It must either make contact with the top mullion or have a two (2) inch by two (2) striker plate to prevent false alarms.
- 3.22.16** Air springs shall be heavy, riveted to body and door or double nut and lock nut. Air springs will firmly secure the door in the open position.

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- 3.22.17 Emergency Exit Door: A full height rear emergency exit door with a minimum clear opening of thirty-three and a half (33.5) inches by fifty-seven (57) inches minimum that fully complies with ADA standards shall be provided on all floor plans.
- 3.22.18 Large upper and lower windows shall be provided in the door to maximize rearward visibility.
- 3.22.19 Emergency exits with standard stainless-steel hinges will be required on all floor plans. A cam-over or spring style holdback to be used to secure door in open position. Pneumatic shock is unacceptable for rear door.

3.23 BUMPERS / FENDERS AND MOLDING

- 3.23.1 **Bumpers:** The front bumper shall be the OEM chassis suppliers.
- 3.23.2 The rear bumper shall be OEM chassis supplied and painted black.
- 3.23.3 **Fenders:** Flexible fenders shall be provided for the rear wheels, the Division of Public Transit shall approve materials and configuration. Rubber molding shall run the length of the passenger compartment at floor level. The molding shall be secured in a manner other than snapped onto a metal rail. The ends of the molding shall be finished and caulked if necessary, to prevent sharp edges at the angle cuts.

3.24 WHEELCHAIR LIFT

The lift shall meet or exceed all the U.S. Department of Transportation's minimum and Americans with Disabilities Act requirements.

- 3.24.1 Vehicle shall be equipped with one (1) fully automatic wheelchair lift, Braun Millennium 2 Series or equal. The lift shall have been tested to a minimum static load of 2,400 lbs. The lift shall have a 1000 lbs. rated lifting capacity and shall be installed in the rear of vehicle.
- 3.24.2 The lift shall have a self-cleaning, see-through, non-skid platform which can be folded and unfolded by one person.
- 3.24.3 Lift control switch shall be completely weatherproof with illuminated functions and labeled as to function. The controls shall be placed adjacent to the lift in such a position to enable the attendant or the disabled person, once the person is on the platform, to operate the lift. In the fully lowered position, the platform shall measure at least thirty-seven (37) inches wide and have an effective length of at least fifty-one (51) inches. A safety

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barrier shall be the full length of the curb side edge of the platform and shall be a moveable hinged surface to provide a barrier to prevent the wheelchair from rolling off the lift during operation. Barrier to have a durable rubber nose guard and be powder coated yellow for safety and high visibility. A two (2) inch high barrier shall also be provided on each side of the platform to prevent wheelchairs from rolling over the edge. Two (2) automatic fold handrails shall be provided one on each side of the platform. A safety belt shall be installed on the lift to secure the occupant during the use of the lift.

- 3.24.4** Power unit shall be twelve (12) volt electro-hydraulic system. Power unit shall be readily accessible for service. A manual hand crank shall be installed for lift operation in the event of power failure.
- 3.24.5** Lift shall be capable of being used from curb level or ground. The lift should be capable of safely lifting a one thousand (1000) pound rated lifting capacity. The lift platform should be capable of being raised or lowered with a load in no more than twelve (12) seconds. All power units, operating joints, linkage, and mounting points to the body shall be certified by the manufacturer as being adequate for the loading. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions.
- 3.24.6** All sliding surfaces and load bearing pivot points shall be free of exposed grease and constructed with ball and roller bearings. All electrical and hydraulic lines and units, all control mechanisms and cables shall be securely fastened and placed so as not to interfere with passenger ingress and egress, or with any moving parts. All moving parts shall be shielded from contact with passengers and operator.
- 3.24.7** Platform shall fold into door area for storing while not in use. Platform in stored position shall not intrude into vehicle body more than 14 inches. Lift shall be adequately restrained in stored position to prevent lift from coming adrift while vehicle is in motion. The lift in its stored position shall not rattle.
- 3.24.8** It is the vendor's responsibility to provide instructions on the use of lift to meet the specified performance standards, and on the safe operation, maintenance and service of the lift, as well as, warranty information. An instructional video explaining the lift operations and lift maintenance shall be provided with each vehicle.

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- 3.24.9** Lift controls shall be interlocked with the vehicle brakes and transmission and door, or other approved means, to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlock mechanism(s) are engaged. The lift must not be able to be deployed without engaging the interlock system and the interlock must prevent the vehicle from being moved until the lift is stowed. Any interlock which can be disengaged prior to lift stowage will cause the vehicle not to be accepted. Intelligent Lift Interlock System Model #ILIS501 or equal.
- 3.24.10** A wheelchair lift light shall be located inside the vehicle to illuminate the lift. Two (2) additional lights will be mounted in the area to illuminate the surrounding area of the street. The lights shall function automatically when the lift door is opened, even with the running lights switch is in the off position to provide illumination in accordance with FTA/ADA requirements. Installation of the lights shall not intrude upon the headroom or effective width of the wheelchair access are.

Lift Installation:

- 3.24.11** The lift shall be installed by bolting through the floor into structural steel that is an integral part of the body underfloor structure.
- 3.24.12** The power unit shall be placed at the forward side of the lift for rear mounted lifts and on the rear side for forward mounted lifts and be readily accessible for service. In the event of power failure, the deployed lift platform shall be able to be lowered manually with passenger and raised without passengers.
- 3.24.13** System control valve shall be solenoid controlled and shall be accessibly mounted for easy maintenance. All lift components shall either be inside the vehicle or enclosed and protected for water wash.
- 3.24.14** Electrical control switches shall be completely weatherproof and labeled as to function. All switches shall be of the momentary type.
- 3.24.15** The lift installation shall provide a hand-held switch for remote operation of the lift in addition to or in place of the regular door-mounted electrical lift controls. The lift control cable shall have a protective steel wire cover from control to base for lift, if available.
- 3.24.16** A caution sign shall be prominently displayed in full view of persons standing at curbside of the vehicle as a warning to stand clear for lift operations.

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- 3.24.17** An interlocking system with fast idle, such as Intermotive Gateway, ILIS, or equal, shall be provided which renders the lift inoperative unless the transmission shift lever is in the "park" position and the emergency brake is applied.
- 3.24.18** Activating the lift circuitry through a lift master switch will cause the rear hazard lights to flash.
- 3.24.19** Wheelchair lift shall have a grounding strap from the chassis frame to the lift frame.
- 3.24.20** The lift shall meet the NHTSA FMVSS platform lift systems for accessible motor vehicles in all areas, but not limited to minimum platform dimensions, maximum size limits on protrusions and other hardware, handrails, retaining barriers, and performance standards. A safety strap from handrail to handrail is required.

Federal Motor Vehicle Safety Standards; Platform Lift systems for Accessible Motor Vehicles Platform Lift Installations on Motor Vehicles:
<https://www.federalregister.gov/articles/2000/07/27/00-18773/federal-motor-vehicle-safety-standards-platform-lift-systems-for-accessible-motor-vehicles-platform>

3.25 WINDOWS / GLAZING

- 3.25.1** **Windshield** shall be OEM tinted. Windshield shall be one (1) piece and laced in, but "not glued," unless OEM is a two-piece windshield.
- 3.25.2** **Passenger Windows** shall be T slider top mounted with at least one curbside and two street side hinged to provide emergency egress. Emergency exits are to be denoted with fade and peel resistant decals. Size shall be approximately forty-one (41) inches wide by twenty-nine (29) inches high with 1/8-inch AS-2 tempered glass tinted for 26 percent transmittance. Heavy-duty latches are to be used on all window.
- 3.25.3** **Passenger Door** panels shall have full height AS-3 tempered glass windows for maximum visibility of the curb.
- 3.25.4** **Lift Door Windows** shall incorporate a single large window in each door panel consistent with the other passenger windows. Doors shall be two-piece as is specified in section 5.1.11.

- 3.25.5 Rear Windows** In addition to the windows in the rear emergency door, windows shall be provided on both sides of the door to increase rearward visibility, unless the rear cap is a molded piece and cannot be modified.
- 3.25.6 Driver's Window** shall be sliding two-piece or have an opening section large enough for easy access to mirrors or payment of tolls, etc.
- 3.25.7 Transition Window** The transition panel between the passenger door and the front fender shall have a window of approximately thirty-four (34) inches by ten (10) inches dimensions to enhance the view of the curb area. **Vendor shall submit dimensioned diagram with bid.**

3.26 HEATING AND AIR CONDITIONING

3.26.1 Heating System:

- 3.26.1.1** The heating system shall provide heat for both the driver and passengers as well as defrost air for the windshield. The system shall provide for a comfortable temperature for passengers throughout the vehicle by providing heat from both a dash and passenger compartment heater.
- 3.26.1.2** An electrical stepwell system heater, to be approved by the Division of Public Transit, shall be provided to eliminate ice and snow build-up. Heater using the coolant system shall be stainless steel.
- 3.26.1.3** A passenger compartment heater shall be provided towards the back of the vehicle to ensure consistent heat distribution throughout the vehicle. Gate vales shall be provided to allow the rear heater system to be shut off. Heater fans shall have high and low speeds. (Heater Capacity 1 x 35,000 BTU minimum).

3.26.2 Air Conditioning System:

- 3.26.2.1** The OEM chassis supplier's heaviest duty air-conditioning system shall be supplied plus such other components as necessary to ensure effective, uniform cooling throughout the vehicle. Trans Air, ACC, Burgess, or ACT or approved equals recommended. At a minimum, the system should consist of:
- 3.26.2.2** The OEM's engine driven compressor with a minimum displacement of 9 cubic inches. Provided a secondary engine-driven compressor of sufficient size to circulate the rear A/C per specifications.
- 3.26.2.3** The OEM's front mounted condenser shall not be removed.

3.26.2.4 A two fan oversized (minimum fan size- 14"; rated at 62,000 BTU's per hour), skirt-mounted condenser shall be shielded from road spray.

3.26.2.5 A ceiling mounted evaporator at the rear of the passenger compartment with a minimum capacity of 53,000 BTU's and separate fan speed control.

The A/C system shall utilize environmentally friendly R-134a refrigerant. Refrigerant hoses shall be double braided (type C, class II) and the refrigerant Hoses and fittings must be SAE specification J2064 compliant.

All A/C hoses, heater hoses and wiring shall be properly protected. The A/C systems will include, as standard, ATCO, Quick Click, or approved equal connectors and hoses. Bead lock fittings and rubber barrier hoses are not acceptable.

3.27 INTERIOR LIGHTING

3.27.1 The interior shall be illuminated by LED fixtures. Interior shall be illuminated to provide a minimum of twelve (12) foot candles of illumination measured at thirty-six (36) inches above the floor over each two-passenger cross seat. Provide detailed information on the installed interior lights with bid submittal.

3.27.2 The stepwell area shall be illuminated to FTA/ADA standards by door activated LED stepwell lights including the immediate area outside. These lights shall be shielded to protect passengers' eyes from glare. Light fixture shall be totally enclosed, splash-proof, designed to provide ease of cleaning as well as lamp housing removal and shall not be easily removed by passenger. Stepwell lights shall be protected from damage caused by passengers kicking the lenses or fixtures and shall not be a hazard to passenger. Stepwell lights shall be activated by operating the passenger door even with the running lights switch in the OFF position.

3.27.3 Red LED location indicator lights shall be provided above all emergency exits.

3.27.4 Fire Retardancy must meet or exceed FMVSS 302, ASTM-E 162 Surface mobility, and Flame Spread Index F - 5<150.

FMVSS 302:

<https://www.law.cornell.edu/cfr/text/49/571.302>

3.27.5 Light fixtures shall be designed to prevent accumulation of dust, insects

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and other materials. Light fixture shall have an aluminum base and polycarbonate lens designed for easy maintenance and cleaning. Lens shall be effectively sealed such that incursion of dust and insects is prevented.

- 3.27.6 Light fixtures shall mount to the interior surface of the vehicle without requirement for perforation of that surface for other than threaded fasteners and wire. Light fixtures shall have formed endcaps that are shaped without sharp corners (rounded) and provide a finished appearance.

3.28 EXTERIOR LIGHTING:

- 3.28.1 Exterior lighting shall be in accordance with Federal Motor Vehicle Safety Regulations (393.12) See link below.

<http://icsw.nhtsa.gov/cars/rules/standards/conspicuity/TBMpstr.html>

- 3.28.2 All exterior lights to be single contact. Double contact may be used for tail, stop and rear turn signals. **Light Emitting Diode (LED) lights shall be used for taillights, brake lights, turn signal, collision avoidance lights, and clearance marker lights.** Truck-Lite or Equal is recommended.
- 3.28.3 Headlights of sealed beam type are required with high and low beams controlled by column-mounted lever switch or by a foot switch mounted on the floor, which will be sealed from moisture. Sealed beam units shall be of the latest type and low beam rating of 600-hour life. **Headlights shall be wired for daytime running.**
- 3.28.4 Directional signals independent of the brake lights shall be provided and shall have sealed amber lens in front and rear. Rear stoplights are to be independent of directional and hazard warning signals.
- 3.28.5 LED Rear stop and taillights shall be provided. Rear stoplights are to be independent of directional and hazard warning signals.
- 3.28.6 In addition to the normal stop lights provided on the base vehicle, an extra LED stoplight shall be provided. This light shall be mounted on the centerline of the vehicle above the rear door and shall be wired to operate in conjunction with the normal stoplights. If vehicle does not have a rear door, the light shall be mounted above the rear window.
- 3.28.7 Red rear reflectors shall be provided. Additional four reflectors, two on each side of the vehicle, amber front and red rear, shall be provided.
- 3.28.8 LED mid-ship side directional signals wired to operate with front directional signals shall be provided.

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- 3.28.9 A circuit shall be provided for the directional signal which, when on, will cause them to function as traffic hazard warning signals.
 - 3.28.10 A rear LED license plate light shall be provided to meet Federal and State of West Virginia regulations.
 - 3.28.11 Two (2) LED back-up lights shall be provided which are adequate to meet Federal and State of West Virginia regulations.
 - 3.28.12 An LED wheelchair lift light shall be located inside the vehicle to illuminate the lift. One (1) additional LED light will be mounted on the skirt below the lift to illuminate the surrounding area of the street. The light shall function automatically when the lift door is opened, even when the running light switch is in the off position and provide illumination in accordance with FTA/ADA requirements. Installation of the lights shall not intrude upon the headroom of effective width of the wheelchair access area.
 - 3.28.13 LED Marker, Cluster, and all other lights as required by State and Federal regulations shall be provided. Lights shall operate with or **without engine running**.
 - 3.28.14 The rear hazard flashers shall be activated when the lift operating circuits are energized.
 - 3.28.15 All lights are to be LED lights with the exception of the dome lights and headlights.
- 3.29 FLOOR AND FLOOR COVERING**
- 3.29.1 Flooring shall be constructed of a minimum of 11-16 gauge steel. without visible cracks or holes firmly secured to the floor structure by the use of adhesive and mechanical fasters with no intrusions into the vehicle body compartment.
 - 3.29.2 Floor shall be laid in such a matter as to be free from squeaking. Floor covering shall be slip resistant vinyl flooring, constructed with aluminum oxide, silicon carbide, quartz and optional PVC chip blended throughout a high quality vinyl wear surface (top coating is not acceptable). Backing to be polyester/cellulose material with fiberglass fiber reinforced center scrim for additional durability. Bacteriostats will be incorporated providing all exposed surface with excellent anti-bacterial properties. Minimum floor thickness of 2.2 millimeters (combination of flooring and backing not acceptable). Color to be selected by the Division of Public Transit.
 - 3.29.3 The whole floor will be a uniform thickness throughout the vehicle, eliminating the need for ribbed surfaces, while exceeding the ADA minimum slip resistance standard rating of .06 static coefficient of friction

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under dry or wet conditions. Covering material is to be installed to support floor when rolling floor covering up the sidewall of vehicle to the seat track.

- 3.29.4 Seams are to be heat welded to provide a permanent waterproof seal against water penetration leading to premature sub-floor failure or curing leading to possible tripping hazards.
- 3.29.5 Entrance area shall be covered with 2.2 MM floor covering. All step edges to be marked in accordance with FTA/ADA requirements. (Grid Style Yellow is the preferred color). Vendor must provide sample within 48 hours of request.
- 3.29.6 Aisle front entrance and securement areas shall be covered with 2.2 MM floor covering.
- 3.29.7 A Standee Line is required. Color to be same as step nosing. (**Yellow is the preferred color**).
- 3.29.8 Insulation of rigid closed cell polystyrene, polyurethane foam, or bagged fiberglass shall be provided for the full depth of the structure between all interior and exterior panels and any cavities between the subfloor and floor construction. Vendor shall specify the type of insulation with their bid, with documentation that it is flame retardant and non-toxic, but vendor must provide this information within 48 hours of request.
- 3.29.9 **Roof Gutters:** Water deflecting roof gutters shall be provided over ambulatory and wheelchair accessible doors and windows.

3.30 INTERIOR DECALS:

3.30.1 Interior Decals:

- 1) **"No Smoking"** sign shall be installed on the area above the driver, facing the passengers.
- 2) **"All Passengers Are Required to Wear Seat Belts When Vehicle Is In Motion"** sign shall be installed on the driver modesty panel.
- 3) **"Clearance ___ feet _____ inches"** above driver's visor. (These specific figures on clearance will be determined by exact dimensions of vehicle.)
- 4) **"Emergency Dial 911"** sign shall be installed on the driver modesty panel.
- 5) **"Emergency Equipment"** sign shall be applied above emergency equipment.

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- 6) **"Priority Seating"** Decals shall be supplied for the first two fixed, Forward facing seats on both sides.
- 7) Any **"Emergency Exits"** or **"Emergency Windows"** are to be noted with a decal.

3.30.2 Interior Panels and Ceiling:

Ceiling and side panels shall match the interior color scheme and provide a hard, vandal resistant, flame-retardant surface.

- 3.30.3** Black lettering on yellow background **"Watch Your Step"** decals are to be affixed to entrance step risers.

3.31 PAINTING, FINISHING, AND SIGNAGE

3.31.1 Exterior Paint:

Surfaces shall be properly cleaned and primed, as appropriate for the paint used. All exterior surfaces shall be impervious to gasoline and commercial cleaning agents. The exterior of each vehicle shall be painted in a basic white or light cream color as furnished by the chassis manufacturer. One or more horizontal reflective decal stripes shall encircle the vehicle immediately below the window line. Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals. Matching touch up paint must be provided.

3.31.2 Exterior Paint Scheme:

Vehicle exterior paint shall be OEM standard "white" finish.

- 3.31.3 5310 Paratransit Vehicles Vinyl Scheme:** Vinyl Logo/Striping Schemes on Vehicle Classes A-C Paratransit Vehicles and Classes J through O.

This will include the Agency Name, Phone Number and Logo/stripping applied to both sides of the vehicle by the Vendor at the factory. This scheme uses two colors Pantone 485 (red) and Pantone Process Blue. See attached photo 5310 Logo and stripes for example.

- 3.31.4** The artwork for the log and stripes will be provided by the Division to Vendor who is awarded the contract as well as, a list of agency names and phone numbers.

- 3.31.5** Signs and numbers shall be fade, chip, and peel-resistant: NO painted signs, decals or pressure sensitive appliques.

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- 3.31.6 All decals shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.
- 3.31.7 The exact location and size and will be agreed upon between the Division of Public Transit and the successful bidder.
- 3.31.8 License plate mounts: located on the rear bumpers. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specification that require rear license plate. Any vehicle delivered without such plate mounts will be rejected.

3.31.9 Exterior Signage:

The following internal and external signage is required. Lettering to be Helvetica Medium. Numbers to be 4 inches unless otherwise specified for external signage. **Full details of size and location will be agreed upon between the Division of Public Transit and the successful bidder.**

3.31.10 Exterior Reflective Vinyl Tape:

- 3.31.10.1 The vehicle shall be stripped from front to back with exterior white reflective vinyl tape around the egress passenger windows, meeting DOT-C2 standards. (See the following link regarding DOT-C2 standards.)

<https://www.fmcsa.dot.gov/regulations/title49/part/393>

- 3.31.10.2 When the existing logos are not on the rear of the vehicle, the White reflective vinyl must circle the rear emergency door window, if present, even when the color vinyl is used in the logo.
- 3.31.10.3 When reflective tape and paint are used for the same color on one vehicle, they must match (Example: painting the vehicle skirt and using tape stripes for the side of the vehicle must match.)
- 3.31.10.4 Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals.
- 3.31.10.5 **"This Vehicle Stops at all Railroad Crossings"** on the back of the vehicle.
- 3.31.10.6 The International Wheelchair Accessibility Symbol on the back of the vehicle.
- 3.31.10.7 **"CAUTION: LOADING AND UNLOADING PASSENGERS"** on the back of the vehicle.

3.31.10.8 "CAUTION: STAND CLEAR FOR LIFT OPERATIONS" on lift door.

3.31.10.9 The exterior decals shall have four (4) inch lettering and shall be white letters on red background.

3.31.11 License plate mounts: located on the rear bumpers. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that require rear license plate. Any vehicle delivered without such plate mounts will be rejected.

3.32 SEATING

3.32.1 Seats shall be Freedman or equal, being a Mid-high back double with semi-bucket and contoured configuration. Seats shall be spring base with five (5) inches of foam padding. Upholstery shall be grade 4 or higher with ABS Knee-Saver back. **Description of offered product to be provided with bid submittal. Four (4) seat belt extenders shall be provided per vehicle ordered.**

3.32.2 A padded grab rail shall be provided on top of each forward-facing seatback and all fold-away. Grab rail is not required on the rearmost seats.

3.32.3 The seats shall be equipped with the Freedman USR (under seat retractor) system or equal complying with FMVSS 210. (see link below) Or equal would meet FMVSS 210 and the belts shall be fully retractable into housings and shall not touch the floor at any time. Retractable seatbelts shall be attached to the seat frames. All belts shall be permanently kept in the correct position for securement applications.

FMVSS 210

http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_1210&rgn=div8

3.32.4 Seats shall use a single T pedestal leg with black painted finish and side rail for mounting.

3.32.5 Priority Seating: Appropriately positioned signs shall indicate that the first two (2) rows on each side are designated as priority seating for the elderly and persons with disability.

3.32.6 Seats shall conform to the following dimensions:

Width per Passenger	13 inches
Height of Seat Cushion	18 inches
Depth of Seat	17 inches

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Height of Seat Back	23 inches max. (except rear row)
Hip-to-Knee Room	27 inches minimum
Aisle Width	11 inches minimum

3.32.7 Seats and Seating shall comply with the following FMVSS Standards:

FMVSS Standard 207 Seating Systems:

<https://www.law.cornell.edu/cfr/text/49/571.207>

FMVSS Standard 208 Occupant Crash Protection:

<https://www.law.cornell.edu/cfr/text/49/571.208>

FMVSS Standard 209 Seat Belt Assemblies and Anchorage:

<https://www.law.cornell.edu/cfr/text/49/571.209>

FMVSS Standard 210 Seat Belt Assemblies and Anchorage:

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3.32.8 A fold up armrest will be provided on all passenger seats. Seat shall have FMVSS certified seatbelts with retractor. Seats in back row should be high back for safety.

3.32.9 Two (2) double mid-high seats will be two (2) child restraint seats. Integrated child restraint seat which is capable of securing a child between the height of thirty-three (33) inches and forty-nine (49) inches with a weight between twenty (20) to sixty (60) pounds. Instructions for the securement shall be printed on the seat and shall be easy to understand.

3.32.10 Driver's Seat: The driver's seat shall be power high-back bucket seat with commercial grade cloth material that matches the color of the passenger seats (Grade 4 cloth minimum). Driver's seat shall have a folding armrest, a headrest, and a lumbar support as a minimum. 9100 ALX 3 (9110) operator seat is equal. Seat shall have a minimum of four (4) inches fore and aft adjustment. Seat installation shall allow for unimpeded movement over the whole seat range. A shoulder belt is required.

Seats and seating shall comply with the following FMVSS Standards:

Standard Number 207 Seating Systems

http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_1207&rgn=div8

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Standard Number 208 Occupant Crash Protection

http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_1208&rgn=div8

Standard Numbers 209 Seat Belt

Assemblies http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_1209&rgn=div8

Standard Number 210 Seat Belt Anchorage

http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_1210_&rgn=div8

3.33 WHEELCHAIR SECUREMENT SYSTEM:

Wheelchair securement areas and systems shall fully comply with all applicable U.S. Department of Transportation's Americans with Disabilities Requirements.

Vendor is required to supply the description, warranty and literature information of this product upon delivery of each vehicle.

3.33.1 Vehicle shall be equipped with one (1) or two (2) wheelchair positions.

3.33.2 At each required wheelchair position a wheelchair securement system shall be provided to securely hold the wheelchair in the wheelchair position.

3.33.2 Provisions shall be made, in the wheelchair position area, to stow the straps and buckles off the floor when they are not in use. The stored straps shall not interfere with passenger movement or sitting space.

3.33.3 A Freedman Seating 3 Step Forward Facing Fold Down Double Seat, or equal, being high back seats with headrest that does not block passenger viewing, knee saver back for more hip to knee room, jig welded heavy duty tubular frames and seat blest are designed not to fall on the floor. shall be used in every wheelchair position for use by non-disabled persons when the securement system is not needed. When folded up, the seat shall not interfere with the use of the wheelchair positions by passengers in wheelchairs. An under-seat retractable seat belt shall be provided for each seated position.

- 3.33.4** The vendor shall provide with each vehicle upon delivery a pamphlet, brochure or similar literature describing and instructing the use of the wheelchair securement system and shall demonstrate to the recipient the proper method of using the system. Demonstration of the securement system must be performed to insure correct use of the system.
- 3.33.5** Each wheelchair station shall have a securement system fully complying with ADA requirements and capable of securing most common wheelchairs and other mobility aid devices. Each wheelchair space shall have at least six (6") inches in between each space for easy access of driver.

3.34 MOBILITY AID / OCCUPANT RESTRAINT SYSTEM

- 3.34.1** A restraint system shall be provided for the occupant of the wheelchair at each wheelchair position. The restraint system shall be a seat belt assembly permanently attached to the floor or side of the vehicle or to the wheelchair lock supports. The restraint system shall be capable of securing a passenger in all types of wheelchairs or Scooters, while the chairs are locked in position. The seat belt shall be at least eighty (80) inches long and shall be easily fastened and unfastened by the wheelchair occupant. Each seat belt shall be equipped with a retractor or other device, which keeps the seat belt webbing or strap off the floor when the seat belt is not in use. A complete retractable wheelchair and occupant restraint system with S- Hooks shall be installed at each wheelchair location. The system will have automatic belt retractors; tensioning knobs; and easy to use tension release mechanisms. The system shall be a Sure-Lok Titan AL712S-4C; Q-Straint QRT Deluxe; Secura brand, or equal with the brand appropriate L-Track System to be used.
- 3.34.2** Wheelchair retractors shall be fully automatic, auto locking and self-tensioning.
- 3.34.3** **Retractors** shall automatically remove any slack in the webbing after they are secured to the wheelchair.
- 3.34.4** Retractors are self-retracting; therefore, no belts are left on the floor, keeping them cleaner and longer lasting.
- 3.34.5** Retractor shall have a "LOCKED" indicator tag and shall only be visible when the retractor is in the LOCKED mode assuring the retractor is not in the release condition when properly secured to the wheelchair.

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- 3.34.6 Retractors shall be heavy duty with heat treated structural components and plated for superior corrosion resistance.
- 3.34.7 Retractors shall have a chrome plated metal cover for long lasting protection.
- 3.34.8 Retractors shall have BLUE webbing and the occupant restraints shall be of a contrasting color for easy identification in the field. Retractors shall be designed to be low profile to fit under most wheelchair foot rests.
- 3.34.9 Retractors shall be equipped with anchoring points for the attachment of the occupant restraint lap belts.
- 3.34.10 Retractors shall be able to be used with a variety of shoulder/lap belt combinations.
- 3.34.11 Retractors shall have manual knobs for additional tightening if needed.
- 3.34.12 Retractor shall be able to secure a wheelchair with one hand in as little as 10 seconds.
- 3.34.13 Retractors shall have a warranty period of 3 years and shall have a manufacturing label to identify the part number and date of manufacture for easy traceability.
- 3.34.14 Retractors, occupant restraints and anchoring equipment shall be installed in accordance with the manufacturer's installation instructions and recommendations.
- 3.34.15 Medium-Duty Series L-Track with flanges, mounting holes and clear anodized finish to be used, like FE-748-100-PD4C track with end caps, or Equal, floor anchoring product for wheelchair Tie-Downs and Occupant restraint systems.
- 3.34.16 The seams between the flooring and the track need to be treated to ensure that no moisture can get to the track to cause track deterioration.
- 3.34.17 Track and securement system need to comply with manufacturer's recommendations regarding using the same manufacturer's track and securement systems.
- 3.34.18 Vendor shall provide **four (4) each of sixteen inch (16") quick straps** for each securement location.

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3.34.19 The retractors shall be designed to be low profile to fit under most wheelchair footrests.

3.34.20 Retractors and occupant restraints shall meet or exceed but not limited to the following specifications:

30mpg/20g Impact Test Criteria per SAE J2249

http://standards.sae.org/j2249_199901/

ISO 10542

http://www.iso.org/iso/catalogue_detail.htm?csnumber=60372

Canadian Z605

<http://www.scc.ca/en/standardsdb/standards/6595>

National Standards for School Buses

<http://www.nasdpts.org/ncstonline/>

ADA (49 CFR Part 38)

<https://www.law.cornell.edu/cfr/text/49/part-38>

FMVSS 209

<https://www.law.cornell.edu/cfr/text/49/571.209>

FMVSS 222

<https://www.law.cornell.edu/cfr/text/49/571.222>

FMVSS 302

<https://label.averydennison.com/content/dam/averydennison/lpm-responsive/europe/english/documents/product-overviews/product/automotive-electronics-industrial/automotive/quick-facts-fmvss-302-en.pdf>

3.35 MISCELLANEOUS ADDITIONS

3.35.1 Each vehicle shall be equipped with driver air bag,

3.35.2 Each vehicle shall be equipped with a sun visor for driver to pivot to cover their doors.

3.35.3 Fresnel Lens: Each vehicle shall be equipped with a large Fresnel flat, wide-range lens, approximately 11"x14", ready for installation / placement by the purchaser upon delivery.

3.35.4 Provide and install Angel Trax Hybrid Vault DVR system using 6 dome

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cameras or equal. Equal having dual 500GB solid state hard drives, six audio/video channels, and SD card backup feature. System to be installed in a secure locked box with two (2) keys in an easy accessible area

3.36 DUAL PURPOSE SAFETY VENT

- 3.36.1** Each vehicle shall be equipped with a five (5) way, 23" X 23" minimum vent / escape hatch, Transpec Model 1975 or 1122, or Equal (as defined by FMVSS 327, see link below), dual purpose safety vent capable of being used as a multi-position roof ventilation and as an emergency exit.

http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_1217&rgn=div8

3.37 EMERGENCY/SAFETY EQUIPMENT

- 3.37.1 First Aid Kit** - First-Aid Kit shall comply with United States Department of Labor, Occupational Safety & Health Administration's minimal acceptable number and type of first-aid kits required under paragraph (d)(2) of the logging standards. (See link below) First-aid kits shall be stored in storage compartment or mounted so as to provide for access in the event of an accident, away from foot traffic.

https://www.osha.gov/pls/oshaweb/owadis.show_document?p_table=STANDARDS&p_id=9863

- 3.37.2** Kit shall be housed in a polypropylene or metal box which contains at least the following items:

- 3.37.2.1** Instant Cold Pack (1)
- 3.37.2.2** Certicaine or Burn Spray (1 oz.)
- 3.37.2.3** 1" x 3" Adhesive Bandages, twenty-five (25)
- 3.37.2.4** 3/4" x 3" Adhesive Bandages, ten (10)
- 3.37.2.5** Extra Large Adhesive Bandages, ten (10)
- 3.37.2.6** 3" x 3" Gauze Pads, ten (10)
- 3.37.2.7** Antiseptic Wipes, ten (10)
- 3.37.2.8** Alcohol Prep Pads, twenty (20)
- 3.37.2.9** Ammonia Inhalants, ten (10)
- 3.37.2.10** 2" x 6 yds. Gauze Bandage
- 3.37.2.11** 1/2" x 2.5 yds. Adhesive Tape

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- 3.37.2.12** Burn Ointment (1/8 oz.), four (4)
- 3.37.2.13** Insect Sting Swabs, four (4)
- 3.37.2.14** PVP Iodine Swabs, four (4)
- 3.37.2.15** Tweezers, one (1)
- 3.37.2.16** Scissors, one (1)
- 3.37.2.17** Safety Pins, five (5)
- 3.37.3 Fire Extinguisher**– 5 lb. dry chemical fire extinguisher with a minimum of a 20-A:180-B: C rating shall be provided in vehicle and shall be mounted in an accessible compartment with a hinged door or on a vehicular-type quick access bracket away from foot traffic.
- 3.37.4 Reflectors** – Three (3) bi-directional emergency reflective triangles conforming to requirements of FMVSS No. 125, Section 571.125 shall be secured in the storage compartment of the vehicle.
- 3.37.5 Bloodborne Pathogen Protection Kit** - A 10-unit (minimum) kit housed in a polypropylene or metal box and containing at least the following items:
 - 3.37.5.1** Gown/Cap (1)
 - 3.37.5.2** Goggles (Eye Shield) (1)
 - 3.37.5.3** Mask (1)
 - 3.37.5.4** Three (3) Pairs of Protective, Disposable Gloves
 - 3.37.5.5** Scraper (1) plastic, scoop to pick up biohazard fluids.
 - 3.37.5.6** Crepe Towels two (2)
 - 3.37.5.7** Antiseptic Towelettes, four (4)
 - 3.37.5.8** Disinfectant Towelette, four (4)
 - 3.37.5.9** Mouth to Mouth Barrier, one (1)
 - 3.37.5.10** Scoop Bag, three (3)
 - 3.37.5.11** Infectious Liquid Control Powder (2 oz.)
 - 3.37.5.12** Red Bio-Hazard Bags with Ties, two (2)
- 3.37.6 Web/Seat Belt Cutter:** A 5.5" X 3" Web/Seat Belt Cutter – shall be secured in a location accessible from the driver's seat.

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- 3.37.7 **Two Mylar Blankets:** Two (2) folded, sealed and stored silver 80-85" x 50-70" Mylar disposable rescue blankets.
- 3.37.8 **Wool Blankets:** Two (2) wool blankets (62" X 80" each) shall be provided.
- 3.37.9 **Safety Vest:** A highly visible reflective safety vest to be worn by the driver in case of an emergency that makes the driver visible to evacuating passengers and other motorists.
- 3.37.10 **Wheel Chocks:** Each vehicle will be equipped with one (1) set of wheel chocks with storage.
- 3.37.11 Each vehicle shall be equipped with a 5 way 23"x 23" dual purpose safety vent, capable of being used as a multi-position roof ventilator and as an emergency exit in compliance with FMVSS 217 and 302.

FMVSS 217: <https://www.law.cornell.edu/cfr/text/49/571.217>

FMVSS 302:

<https://label.averydennison.com/content/dam/averydennison/lpm-responsive/europe/english/documents/product-overviews/product/automotive-electronics-industrial/automotive/quick-facts-fmvss-302-en.pdf>

3.38 MIRRORS

3.38.1 Exterior:

Two (2) nine and one half inch (9-1/2") x seven inch (7") rectangular mirrors with a four inch (4") x seven inch (7") convex adjustable diminishing mirror mounted below. Mirror head and rigid adjustable support shall be powder coated finish. Both mirrors shall be reinforced mounted breakaway mirrors. Bolts shall be of the heaviest grade to ensure from breaking or snapping. **Crossover mirrors are not acceptable.**

3.38.2 **Sun Visors:** Driver's sun visors shall be provided, unless a single visor is provided by OEM.

3.38.3 **Rear View Mirror:** The OEM rear view mirror shall be retained.

3.39 PASSENGER ASSISTS

Passenger assists shall be constructed of seamless stainless-steel tubular stock having an outside diameter of between 1.25 inches and 1.50 inches and shall be provided as specified below on all including Class A Non-accessible vehicle. Assists shall be securely installed to prevent passengers from moving or twisting the assists when grasped.

3.39.1 Assists shall be securely installed as inclined handrails 30 inches above the step treads on both sides of the passenger step well.

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- 3.39.2 Passenger assists shall be provided as floor-to-ceiling vertical stanchions at the top of the steps at both sides of the step well and shall be fully padded above seat level operations.
- 3.39.3 Passenger assists shall be provided as over-head assists on both sides of and parallel to the center aisle for the full length of the passenger compartment except where they will substantially interfere with wheelchair operation.
- 3.39.4 Passenger assists shall be provided as vertical stanchions, padded above seat level, elsewhere within the vehicle, including the driver's barrier (see 6.7.1) and behind the rearmost passenger seats.
- 3.39.5 All stanchions shall have rubber fittings at top and bottom where the tube inserts into the anchor to provide more stability and vibratory wear resistance.

3.40 MODESTY PANELS

- 3.40.1 Sturdy modesty panels constructed of padded material complementing the interior trim shall be provided ahead of the forward row of seats on both sides the aisle. A full height 3/8" LEXAN translucent barrier shall be provided behind the driver's seat and above the modesty panel. **Location of modesty panel installation must be approved by the Division of Public Transit.**

3.41 RADIO INSTALLATION / VEHICLE COMMUNICATION

- 3.41.1 The vehicle shall be provided with adequate grounding material at roof level or at side level as directed for a radio antenna. Such material shall provide direct grounding to the main vehicle body frame.
- 3.41.2 A conduit or other path shall be provided for an unexposed antenna cable routing between the antenna mounting area and an area to be provided for installation of a mobile radio receiver within easy reach of the driver, together with the necessary wiring for a power supply.
- 3.41.3 Vendor shall supply a ground wire, loom (conduit) and pull wire. A power wire is not necessary.
- 3.41.4 Vehicle shall be equipped with the OEM's deluxe digital AM/FM/BT SYNC clock radio stereo with a 6-speaker system for the passengers. One (1) speaker shall be installed in the driver's door or driver's side of the dashboard.

3.42 UNSPECIFIED ACCESSORIES & FEATURES

- 3.42.1 All parts, equipment, accessories, material, design and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to confirm to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except

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those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included. Vehicles must have all equipment found on the manufacturer's base model plus other equipment requirements, packages, items, etc. needed to meet the specifications.

3.43 STORAGE COMPARTMENT

- 3.43.1 A storage compartment capable of accommodating jumper cables, seat belt cutter, and other items shall be provided in the front header above the driver. The compartment will be provided with a latching or other mechanism to hold it in the open position.
- 3.43.2 **Bottom** hinged compartment doors will be provided with restraint straps to limit its movement to 90 degrees. **The Division of Public Transit must approve location and size.**
- 3.43.3 A storage box, when no room is available. Floor mounted to curbside of engine cover. **The Division of Public Transit must approve location and size.**

3.44 TRAINING

- 3.44.1 The Vendor shall, at its own expense conduct two (2) one day training sessions at two different locations between the hours of 8:00 a.m. to 5:00 p.m. Dates will be mutually agreed upon, with the option of additional training days, if necessary. The Division will arrange a venue and registration. The vendor will provide one or more qualified instructor(s) and materials. Instructors shall conduct schooling sessions which shall be designated to instruct the Recipient Agency's in-house driver training staff in proper and safe on-road operation of the vehicle, in operating characteristics and limitations of the vehicle, and identification and proper operation of all driver's controls. Instructors shall also conduct training sessions for maintenance instructors and qualified mechanics to give thorough and proper training in the maintenance and repair of all operating systems of the vehicle including: (1) power train, (2) electrical system, (3) heating, ventilation and air conditioning system, (4) braking and air system, and (5) wheelchair lift and securement systems. The Vendor shall also provide visual and other teaching aids for use by each Recipient Agency's own staff.

3.45 VEHICLE CLASSES

- 3.45.1 **Class A:** **Non-Accessible Vehicle** – A vehicle having at least (15) fixed forward facing seats (doubles/singles). High back seating required at rear row and meet all requirements plus Paratransit Package. The Division of Public Transit shall approve the proposed seating configuration.

WHEELBASE	156" Minimum
REAR AXLE	Dual Rear Wheel
GVWR	11,500 Maximum

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GAWR, FRONT	4,360 LBS.
GAWR REAR	7,275 LBS.
TIRE	205/75/R16 All Season Tires
WIDTH (MAXIMUM)	88"
LENGTH (MAXIMUM)	342"
HEIGHT	114"
HEIGHT, INTERIOR (MINIMUM)	79"
TURNING RADIUS (OUTSIDE BODY CORNER)	25' 1"
PASSENGER HEAT	1 x 35,000 BTU
PASSENGER A/C	53,000 BTU, dual compressors Separate from the Dash
ENGINE TYPE	Gas
ENGINE CAPACITY	V-6 Minimum 310 Hp
SPARE TIRE	Loose
BATTERY	Dual
FAST IDLE	Yes
CURBSIDE EMERGENCY WINDOWS	1 Minimum
STREETSIDE EMERGENCY WINDOWS	2 Minimum
ALTOONA 7 YEAR/200,000 MILE DURABILIT TEST	

Paratransit Package:

One set of Tire Traction Chains of the appropriate size shall be provided for each vehicle. Chains will be secured in the vehicle at allocation approved by the Division of Public Transit.

Jumper cables of stranded copper, 4-6 gauge, and seven (7) feet minimum length shall be secured in the storage compartment of the vehicle.

One set of Vehicle Jack and Lug Wrench of the appropriate size to be provided per vehicle in a safe and secure location.

- 3.45.2 Class B** Vehicles identified as Class B must have at least 11 forward facing Seats (double/singles) and one (1) wheelchair positions and meet all mandatory requirements plus Paratransit Package.
- 3.45.3 Class C** Vehicles identified as Class C must have at least 11 forward facing seats (double/singles) and two (2) wheelchair positions and meet all mandatory requirements plus Paratransit Package.
- 3.45.4 Class D** Vehicle identified as Class D must have Front lift option, and have 3 wheelchair Positions with 2 forward facing seats, Singles per attached floor plan and meet all mandatory requirements plus Paratransit Package

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- 3.45.5 Class E** Vehicles identified as Class D must have at least 11 forward facing seats (double/singles) and one (1) wheelchair positions and meet all mandatory requirements plus Fixed Route Package.

Fixed Route Package This package will contain front and side digital destination signs, Passenger Signaling System, PA system, fare box provision and strobe light as described below.

Front and side digital destination signs shall be provided. A lightweight all LED sign that provides a wide viewing angle for visibility at day or night with automatic brightness adjustment. Signs must be compatible with Windows 95/98/200/XP or NT programming platform for easy transit system use. The signs must come with all accessories in order for the transit system to change routes daily if needed, including an operator control unit (OCU) with PC card port for uploading data will be required for each vehicle along with a 12V DC converter. The destination signs must meet all ADA standards and must have a minimum operating life of 100,000 hours. The sign shall be fastened to the body of the vehicle on the top and bottom of each destination sign to secure and eliminate all movement. Brackets should be used in addition to normal installation procedures to secure signs at the top and bottom. The Division of Public Transit shall approve size and location of window.

Dimensions: front-All LED 14"x108" small pitch signs. Side-All LED 14"x72". All programmable software and hardware is to be provided. Customer support shall be provided.

Control panel for the signs shall be located at a position convenient for driver operation and shall be approved by the Division of Public Transit. Vendor shall submit details with bid.

Passenger signaling system with a pull cord stop request system and touch tape with buzzer at wheelchair positions shall be provided. The pull cord system shall be at height that individuals with disabilities can access the cord at seat level front to rear. Mobile PA system with a handheld mic, one external speaker, and two internal speakers shall be provided. PA system may be integrated into the radio system if it can be done without excessive slicing; otherwise, the system should be separate.

Fare box provision require that the forward stanchion at the driver's shoulder shall be prewired for mounting of fare box with enough slack for the positioning of the fare box to be moved.

A protected or guarded clear lens strobe light shall be installed on top of the vehicle. The Division of Public Transit shall approve the type, the installation location, and the process.

- 3.45.6 Class F** Vehicles identified as Class F must have at least 11 forward facing seats (double/singles) and two (2) wheelchair positions and meet all mandatory requirements plus Fixed Route Package as defined in Class E.

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- 3.45.7 Class G** Vehicles identified as Class G must have Front Lift Option, and three (3) wheelchair positions 2 Forward Facing Single Seats, plus Fixed Route Package defined in Class E.
- 3.45.8 Class H** Vehicles identified as Class H must have at least 11 forward facing seats (double/singles) and one (1) wheelchair positions and meet all requirements and Fixed Route package defined in Class E and Full bus paint. The vendor shall supply a full-vehicle body paint for each vehicle ordered. Vendor must supply a sample paint chart prior to award. The West Virginia Division of Public Transit will select the colors for each vehicle to be painted.
- 3.45.9 Class I** Vehicles identified as Class I must have at least 11 forward facing seats (double/singles) and two (2) wheelchair positions and meet all mandatory requirements plus Fixed Route Package defined in Class E and full bus paint defined in Class H.
- 3.45.10 Class J** Vehicles identified as Class J must have Front Lift Option, and three wheelchair positions, 2 Forward Facing Single Seats plus Fixed Route Package defined in Class E with full bus paint defined in Class H.
- 3.45.11 Class K** Vehicles identified as Class K Vehicles identified as Class H must have at least 11 forward facing seats (double/singles) and one (1) wheelchair positions and meet all requirements and Fixed Route package defined in Class E and three quarter body paint with expanded graphics: The vendor shall supply three-quarter vehicle body paint for each vehicle ordered. Vendor must supply a sample paint chart with bid. The West Virginia Division of Public Transit will select the colors for each vehicle to be painted.
- 3.45.12 Class L** Vehicles identified as Class L must have at least 11 forward facing seats (double/singles) and two (2) wheelchair positions and meet all mandatory requirements plus Fixed Route Package defined in Class E and three quarter body paint with expanded graphics.
- 3.45.13 Class M** Vehicles identified as Class M must have Front Lift Option, and three wheelchair positions, 2 forward facing single seats, plus Fixed Route Package defined in Class E and three quarter body paint with expanded graphics.
- 3.45.14 Class N** Vehicles identified as Class N Vehicles identified as Class H must have at least 11 forward facing seats (double/singles) and one (1) wheelchair positions and meet all requirements and Fixed Route package defined in Class E vehicle skirt paint. The body skirt and chassis' low cab of the vehicle shall be painted. The West Virginia Division of Public Transit will select the colors for each vehicle to be painted.

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- 3.45.15 Class O** Vehicles identified as Class O must have at least 11 forward facing seats (double/singles) and one (1) wheelchair positions and meet all requirements and fixed route package defined in Class D and vehicle skirt paint.
- 3.45.16 Class P** Vehicles identified as Class P must have Front Lift Option, and three wheelchair positions, 2 forward facing single seats, plus Fixed Route Package defined in Class E and vehicle skirt paint.
- 3.45.17 OPTION A1** This Option is to add an approved (by the Division) safety barrier to any of the Classes as defined above. This barrier is to be made of a heavy duty, clear, plexi-type material, no less than 1/8" thick, with a solid frame work and fasteners, that can easily be attached to the vehicle at the factory with minimal vehicle modification. This barrier must extend from the floor to as close to the ceiling as possible and be able to open inwards towards the bus for the driver to access the bus if necessary. Also, this barrier must not impede the driver's ability to operate all functions of the bus.

3.46 ADDITIONAL REQUIREMENTS APPLICABLE TO ALL VEHICLES

3.46.1 Summary of Items to Be Provided Upon Delivery

By the time of delivery, the following items shall be furnished by the successful Vendor shall supply for each vehicle:

3.46.2 All warranty verification vouchers, certificates or coupons.

- 3.46.2.1** Each vehicle recipient current model year or per Transit Authority per year.

Parts manuals Chassis and Body
Service manuals
Wiring schematics of auxiliary circuits and all other necessary prints for the maintenance of the vehicle and Operations manual Chassis and Body.

- 3.46.2.2** Completely filled fuel tank or tanks.
- 3.46.2.3** Protection to 20° F below zero with permanent type antifreeze.
- 3.46.2.4** A vehicle(s) free of dealer signs and emblems.
- 3.46.2.5** Assurance of compliance with manufacturer's pre-delivery service, lubed, serviced and ready for immediate service.
- 3.46.2.6** A vehicle(s) which is clean, (If delivery of the vehicle occurs during the winter months of October through March, the vehicle shall be washed directly prior to delivery at Kanawha Valley

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Regional Transportation Authority to ensure that the vehicle is free of dirt and salt deposits)

- 3.46.2.7** Operation, maintenance and warranty information for any add on equipment will be provided upon delivery if available to the Vendor.
- 3.46.2.8** Original vehicle chassis manufacturer's factory sticker itemizing equipment on the vehicle.
- 3.46.2.9** A certified weight slip showing front and drive axle weights for the vehicle at its curb weight.
- 3.46.2.10** Proof of Alignment.
- 3.46.2.11** Vehicle shall comply with and conform to the State of West Virginia Motor Vehicle Inspection Law and shall have the current inspection sticker attached to the windshield.
- 3.46.2.12** Proof of Front-End Alignment

3.47 TITLE

- 3.47.1** Adequate documents for securing the vehicle in the name of the Division of Public Transit or recipient agency shall be provided to the Division of Public Transit at least 10 working days prior to the delivery of each vehicle. The Division of Public Transit will supply with each release order the agency names(s) for titling document. The Vendor warrants that the title shall pass to the Division of Public Transit free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims and demands of any character.
- 3.47.2** According to WV State Code §5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$10 per calendar day for failure to provide the titling documentation at the time of vehicle delivery. This clause shall in no way be considered exclusive and shall not limit the State or agency's right to pursue any other additional remedy to which the State or agency may have legal cause for action including further damages against the vendor.
- 3.47.3** All documentation (Certificate of Origin, Delivery/Odometer Statement, Etc.) in original form must be mailed or hand carried to:
- 3.47.4** WV Division of Public Transit
1900 Kanawha Blvd., East
Building 5, Room 650
Charleston, WV 25305

4 QUALITY ASSURANCE

4.1 QUALITY ASSURANCE ORGANIZATION

The Vendor shall establish and maintain an effective quality assurance organization. It shall be a specifically defined organization and should respond directly to the Vendor's management. The Vendor's complete quality assurance program for purchased components and in-plant inspection procedures shall be available for review by the Division of Public Transit prior to award.

Control

The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

Authority and Responsibility

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the vehicles.

4.2 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

Work Instructions

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

Records Maintenance

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspections and test are completed.

Corrective Actions

The quality assurance organization shall detect and promptly assure correction of any condition that may result in the production of defective vehicles. These conditions may occur in designs, purchases, manufacture, tests, or operations that culminate in defective supplies, facilities, technical data, or standards.

4.3 STANDARDS AND FACILITIES

Configuration Control

The Vendor shall maintain drawings and other documentation that completely describe a quality vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each vehicle is manufactured in accordance with these controlled drawings and documentation.

Measuring and Testing Facilities

The Vendor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

Production Tooling as Media of Inspection

When production jigs, fixtures, tooling master patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

Equipment Use by Division of Public Transit's Inspector(s)

The Vendor's gauges and other measuring and testing devices shall be made available for use by the Division of Public Transit's inspector(s) to verify that the vehicles conform to all specification requirements. If necessary, the Vendor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

4.4 CONTROL OF PURCHASES

The Vendor shall maintain quality control of purchases.

Supplier Control

The Vendor shall require that each supplier maintains a quality control program for the services and supplies that it provides. The Vendor's quality assurance organization shall inspect, and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of non-conforming materials.

Purchasing Data

The Vendor shall verify that all applicable specification requirements are properly included or referenced in purchases of articles to be used on vehicles.

4.5 MANUFACTURING CONTROL

The Vendor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions, establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

Completed Items

A system for final inspection and test of completed vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle.

Non-conforming Materials

The quality assurance organization shall monitor the Vendor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation, and disposition.

Statistical Techniques

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

Inspection Status

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.

4.6 INSPECTION SYSTEM

The quality assurance organization shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in progress and completed articles. At a minimum, it shall include the following controls.

Inspection Stations

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural integrity; electrical; hydraulic; through floor securements; OEM defects; coverage of the undercoating; and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practicable, underbody structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, underbody dress-up and completion, vehicle

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prior to final paint touch up, vehicle prior to road test, and vehicle final road test completion.

The manufacturer shall provide on its premises a suitable hoist for a complete inspection of the underside of the vehicle. **A pit is not acceptable.**

Inspection Personnel

Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.

Inspection Records

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes for other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

Discrepancies noted by the Vendor or Division of Public Transit's inspector during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the non-conforming materials, the Division of Public Transit shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

Quality Assurance Audits

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Division of Public Transit.

Division of Public Transit's Inspector(s)

The Division of Public Transit may be represented at the Vendor's plant by their inspectors, they shall monitor, in the Vendor's plant, the manufacture of vehicles built under this procurement. The Division of Public Transit's inspectors shall be authorized to release the vehicles for delivery. Upon request to the quality assurance supervisor, inspectors shall have access to the Vendor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects. The presence of these inspectors in the plant shall not relieve the Vendor of its responsibility to meet all of the requirements of this procurement.

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The Division of Public Transit's inspectors shall not have the authority to stop the Vendor's production line until any apparent problem area of major significance that arises to warrant such actions is fully discussed with the Vendor's top management.

4.7 SERVICE AND PARTS

The Vendor shall state on **Bid Form #1** the representative(s) responsible for assisting the Recipient Agencies, as well as, the location of the nearest distribution center(s) which shall furnish a complete supply of parts and components for the repairs and maintenance of the vehicles to be supplied.

4.8 Materials and Workmanship

- 4.8.1** Vendor shall incorporate in the proposed vehicle(s) the latest technological achievements consistent to achieving maximum service life and superior attractiveness of appearance.
- 4.8.2** Vehicle(s) shall be delivered in new, first-class condition, complete and ready for operation on the street and the Vendor shall assume all responsibility and liability incident to said delivery.
- 4.8.3** All materials used in the construction of vehicle(s) and in all its parts and accessories shall conform to A.S.T.M., S.A.E., or similar associations published standards, and be of top quality.
- 4.8.4** The vehicle(s) shall be built with suitable and easily accessible compartments provided for all apparatus, sound deadening insulation, wherever needed, and all operating devices so mounted as to reduce and keep all noise and vibration to an absolute minimum.
- 4.8.5** Vendor shall assume responsibility for all material and accessories used in vehicle(s) and their proper installation and their warranty, whether the same is manufactured by the Vendor or purchased ready-made from a source outside the Vendor's company.

4.9 Spare Parts – The Vendor shall guarantee the availability of replacement parts for these vehicles for at least a seven (7) year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provision of this contract.

4.10 Engineers – The Vendor shall, at its own expense, have a competent engineering representative(s) available on request to assist the Recipient Agencies staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period.

4.11 Documents – The Vendor shall keep maintenance manuals available for a period of ten (10) years after the date of acceptance of the vehicles procured under this contract. The Vendor shall also keep parts books up to date for a period of ten (10) years. The supplied maintenance and operators' manuals shall

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incorporate all equipment ordered on the vehicles covered by this procurement.

4.12 WARRANTIES

The Vendor has an obligation to ensure that the entire vehicle is covered by a warranty. The Vendor shall make every effort to assure that all obligations defined under all warranties applicable to the vehicle or any subpart of the vehicle are unfilled.

4.12.1 WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Vendor. Consistent with this requirement the Vendor warrants and guarantees to the Division of Public Transit each complete vehicle, and specific subsystems and components as follows:

4.12.2 Complete Vehicle

The vehicle is warranted and guaranteed to be free from defects and related defects for three (3) years or 36,000 miles, whichever comes first, beginning on the first day after the date of final acceptance of each vehicle. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the Recipient Agencies locales.

4.12.3 Warranty of Basic Vehicle Structure

The Vendor shall warranty the frame and suspension members for three (3) years or 36,000 miles, whichever comes first. This warranty shall not cover air bags, leveling valves, springs or other normal wearing parts. The Vendor is not liable for warranty if the Recipient Agencies voids the warranty as outlined in this Section. If the frame or suspension fails or shows indication of imminent failure, the Recipient Agencies will immediately notify the Vendor of said defect. Within ten (10) calendar days the Vendor will inform the Recipient Agencies on how the Vendor will repair the vehicle. Repair of frame and suspension failures will be the responsibility of the Vendor. Within fifteen (15) calendar days from notification of the defect the Vendor shall begin the repair of the frame and suspension defects. If the vehicle with the reported frame and suspension defect is out of revenue service for more than twenty (20) calendar days because of the reported defect, the Vendor will have to either provide a substitute vehicle of equal seating capacity with wheelchair lift (if applicable) of the same age or newer than the vehicle with the defect or directly reimburse the Recipient Agencies the cost of leasing a substitute vehicle. The maximum daily reimbursement will be \$300. The Vendor will have to continue to provide a substitute vehicle or reimburse the Recipient Agencies until the defect is completely repaired.

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4.12.4 Warranty Locations

A description of how and by whom warranty service is to be provided in four (4) areas of West Virginia is to be included in the bid proposal. The information should cover both mechanical and body work. All bidders shall provide vendors who will do the warranty of both chassis and body, including vehicle body, air conditioning and wheelchair lifts. The four warranty service areas of West Virginia include: The Northern Panhandle, Eastern Panhandle, Central West Virginia and Southern West Virginia.

4.12.5 Subsystems and Components –

The subsystems and components are warranted and guarantees to be free from defects and related defects as follows:

ENGINE: Three (3) years or 36,000 miles, whichever comes first.

TRANSMISSION: Three (3) years or 36,000 miles, whichever comes first.

DRIVE AXLE: Three (3) years or 36,000 miles, whichever comes first.

BRAKE SYSTEM: Excluding friction material, three (3) years or 36,000 miles, whichever comes first.

BASIC BODY STRUCTURE INTEGRITY: Three (3) years or 36,000 miles, whichever comes first.

AIR CONDITINING SYSTEM: Two (2) years or two (2) operating seasons, whichever is greater.

WHEELCHAIR LIFT SYSTEM: Two (2) years.

ALL ADD ON COMPONENTS: Two (2) years, unlimited miles.

4.13 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Vendor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the Recipient Agencies fails to conduct normal inspections and scheduled preventative maintenance procedures as recommended in the Vendor's maintenance manuals.

4.14 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the Recipient Agencies such as radios, fare boxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Vendor is responsible.

4.15 DETECTION OF DEFECTS

If the Recipient Agency detects a defect within the warranty periods defined in Section 7.12.3 of this Part, it shall promptly notify the Vendor's representative five (5) working days after receipt of notification, the Vendor's representative shall either agree that the defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Vendor's representative or is removed and examined at the Recipient Agencies property or at the Vendor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Recipient Agency and the Vendor. Work necessary to affect the repairs defined in Section 5.11 of this Part shall commence within ten (10) working days after receipt of notification by the Vendor.

4.16 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the Recipient Agencies and the Vendor's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the Recipient Agencies reserves the right to commence the repairs in accordance with Section 7.12.

4.17 FLEET DEFECTS

A fleet defect shall be defined as the failure of any identical items covered by the warranty and the specifications herein and occurring in a twenty percent (20%) portion of the vehicles purchased under this contract.

The Vendor shall correct a fleet defect under the warranty provision. After correcting defect, the Vendor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the vehicles purchased under this contract. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date of the repair/ replacement for the corrected item.

4.18 REPAIR PROCEDURES

4.18.1 Repair Performance

At its option, the Division of Public Transit, or its designated representative, may require the Vendor, or its designated representative, to perform warranty covered repairs that are clearly beyond the scope of Recipient Agencies capabilities. All warranty work done by Recipient Agencies personnel will be reimbursed by the Vendor.

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4.18.2 Repairs by Vendor

If the Recipient Agencies requires the Vendor to perform warranty covered repairs, the Vendor's representative must begin the work necessary to make repairs, within ten (10) working days after receiving notification of a defect from the Recipient Agencies. The Recipient Agencies shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor will provide, at its own expense, all spare parts, tools and space required to complete repairs. At the Recipient Agencies option, the Vendor may be required to complete repairs. At the Recipient Agencies option, the Vendor may be required to remove the vehicle from Recipient Agency's property while repairs are being affected. If the vehicle is removed from Recipient Agency's property, repair procedures must be diligently pursued by the Vendor's representative.

4.18.3 Repairs by Recipient Agencies

4.18.3.1 Parts Used

If the Recipient Agency performs the warranty covered repairs, it shall correct or repair the defect and any related defects using Vendor specified spare parts available from its own stock or those supplied by the Vendor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the Recipient Agency to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.

4.18.3.2 Vendor Supplied Parts

The Recipient Agency may request that the Vendor supply new parts for warranty covered repairs being performed by the Recipient Agency. These parts shall be shipped prepaid to the Recipient Agency from any source selected by the Vendor within 10 (ten) working days of receipt of the request for said parts.

4.18.3.3 Defective Components Return

The Vendor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor. Materials should be returned in accordance with Vendor's instructions.

4.18.3.4 Reimbursement for Labor

The Recipient Agencies shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the current per hour, straight wage rate, plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area.

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These wage and fringe benefit rates shall not exceed the rates in effect in the Recipient Agencies service garage at the time the defect correction is made.

4.18.3.5 Reimbursement for Parts

The Recipient Agencies shall be reimbursed by the Vendor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 10 percent handling costs.

4.18.4 WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit, or subsystem is rebuilt or replaced by the Vendor or by the Recipient Agencies personnel, with the concurrence of the Vendor, the subsystem shall have the unexpired warranty period of the original subsystem.\

5. CONTRACT AWARD

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 The Federal Transit Administration's "Third Party Contracting Circular" (4220.1F), requires grantees (the DPT) to conduct procurements in a manner that prohibits the use of statutorily or administratively imposed In-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

Therefore, the In-State vendor preference per West Virginia Code 5A-3-37 shall not apply to this procurement since it is partially or entirely funded with Federal Transit Administration funds.

6. PRICING PAGE

6.1 Vendor should complete Exhibit A Pricing page by listing the unit price for each vehicle Class, multiplying the unit price by the estimated quantity to arrive at a total. All prices quoted are to be in whole dollars and include delivery charges.

6.2 Exhibit A Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

6.3 The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of

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anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

- 6.4 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Melissa.K.Pettrey@wv.gov
- 6.5 Additional agencies, as noted, could purchase from any awarded contract resulting from this bid. Specified deliverables would be as originally advertised, competed, evaluated and awarded.

7. BID REQUIREMENTS

- 7.1 All bids must remain in effect for the life of the contract except if vehicle chassis manufacturer issues a model year chassis price increase. A request for a model year chassis price increase is the only price increase that will be considered.
- 7.2 To request a new model year chassis price increase, the request shall be submitted to the Division of Public Transit. Documentation from the actual chassis manufacturer of the chassis price increase is required to be included in the request or the price increase will not be considered.
- 7.3 **The bid shall be submitted in binder form with each section properly labeled with the required information attached to each section. Two (2) copies of the bid in binder form shall be sent to the Purchasing Division with one (1) clearly marked for the West Virginia Division of Public Transit.**

8. VENDOR QUALIFICATIONS

The Vendor must be a person, firm or corporation that:

- 8.1 Has in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the contract.
- 8.2 Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.
- 8.3 Has similar vehicles in operation in comparable service for a minimum of one (1) year. The Vendor may be required to furnish a customer list indicating the number of units and dates in service during or equal period of during the bid evaluation period in addition to the requirements under Section 9.2 of these specifications.
- 8.4 In lieu of this requirement, certified results of a shaker test may be requested by the Division of Public Transit during the or equal period to prove the proposed vehicles to be capable of operating the service contemplated for these vehicles.

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8.5 Has the necessary facilities and financial resources to complete the contract in a satisfactory manner within a required time. The Division of Public Transit shall have the right to conduct a pre-award survey of each Vendor.

8.6 Has complete and accurate maintenance, parts and operators' manuals.

9. MISCELLANEOUS ITEMS TO BE SUPPLIED WITH BID

9.1 Federal Transit Administration (FTA) Terms and Conditions and

Certifications: Current FTA Terms and Conditions are included in this bid and must be met. Certifications for Vehicle Purchases, Federal Motor Vehicle Safety Standards, Debarred Bidders, Disadvantaged Business Enterprise Manufacturers, and Buy America Rolling Stock, Restrictions on Lobbying and Vehicle Testing certifications are provided on Bid Form Pages #1 - #10. **All bid forms provided shall be properly completed and furnished by the Vendor as part of the bid. Failure to submit any of these forms shall disqualify the bid.**

9.2 Pre-Award Review – The Vendor shall submit the following items and any further items if requested.

9.2.1 Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and/or number. Equipment to be described shall include the wheelchair lift, air conditioner, flip-up seat, and wheelchair securement system, if these items are specified herein.

9.2.2 Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system and stanchions if specified.

9.2.3 Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.

9.2.4 Samples or paint charts of available exterior paint colors and vinyl.

9.2.5 Description of the warranties the Vendor proposes to furnish for the vehicle and for required ancillary equipment, including a listing of sites where warranty work will be performed.

9.2.6 The location of the nearest depot which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied.

9.2.7 Description of the undercoating/rustproofing system, including warranty to be provided.

9.2.8 Identification of the specific location of the place of assembly in the case of a vehicle or the place of a conversion in the case of a converted van. If the location changes, the Vendor must notify the Division of Public Transit, in which case the Division of Public Transit reserves the right to perform an inspection similar to the pre-award inspection identified. If the results of the inspection are unsatisfactory, the Division of Public Transit may begin the contract termination process through the WV State Purchasing Division.

9.2.9 A list of five (5) users names, addresses, and telephone numbers who have been provided similar equipment by the Vendor. If the Vendor has not

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provided similar equipment, the Division of Public Transit reserves the right to determine the acceptability of the equipment proposed by the Vendor.

9.3 Disadvantaged Business Enterprise (DBE)

- 9.3.1** All U.S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts between FTA, the Division of Public Transit, and any Vendor shall include the following language:
- 9.3.2** **Policy** – It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 that DBEs shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement.
- 9.3.3** **DBE Obligation** – The recipient or its Vendor agrees to ensure that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement. In this regard, all recipients or Vendors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their Vendors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation-assisted contracts.
- 9.3.4** The manufacturer of transit vehicles shall certify that it has complied with the requirements of 49 CFR Part 26 (March 4, 1999), Section 26.49, and “Transit Vehicle Manufacturers”. This certification shall be submitted with responses to this solicitation on **Bid Form #3**.
- 9.3.5** The Vendor shall make good faith efforts to replace a DBE subcontractor that is unable to perform, with another DBE subcontractor.
- 9.3.6** Where the Vendor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, the Division of Public Transit may declare the Vendor noncompliant and in breach of contract.
- 9.3.7** The Vendor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the Division of Public Transit DBE Program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the Division of Public Transit and will be submitted to the Division of Public Transit upon request.
- 9.3.8** The awarded Vendor agrees to include the following assurance in every subcontract it signs relevant to this contract: The Vendor and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted sub-agreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26.

The Vendor and each third-party subcontractor must take all necessary and

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reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted sub-agreements, third party contracts and third-party subcontracts, as applicable.

Failure by the Vendor and any of its third-party contracts or third-party subcontractors to carry out the requirements of this subparagraph 13.d (4) (b) is a material breach of this contract, and

The following remedies, or such other remedy as the Division of Public Transit deems appropriate, include, but are not limited to, withholding payments, assessing sanctions, liquidated damages; and/or disqualifying the Vendor from future bidding as non-responsible.

9.5 Civil Rights Requirements –

In connection with the execution of this contract, the following requirements will apply:

9.5.1 Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, *et. seq.*, Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et. seq.*, and Federal transit law at 49 U.S.C. § 5332, as amended, the Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age or disability. In addition, the Vendor agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.

9.5.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

9.5.2.1 Race, Color, Religion, National Origin, Sex, Disability, Age, Sexual Orientation, Gender Identity or Status as a Parent. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order Number 11246, "Equal Employment Opportunity", as amended by Executive Order Number 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, national origin, sex, disability, age, sexual orientation, gender identity or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms or

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compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

- 9.5.3 The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.
- 9.6 **Vehicle Testing** – The Vendor agrees to comply with 49 U.S.C. § 5318(e) and FTA’s implementing regulation at 49 CFR Part 665 and shall perform the following:
- 9.6.2 A manufacturer who releases a report under paragraph A above shall provide notice to the operator of the testing facility that the report is available to the public.
- 9.6.3 If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Division prior to the Division’s final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer’s basis for concluding that it is not a major change requiring additional testing.
- 9.6.4 If the manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.
- 9.6.5 Any bidder must submit to the Division FTA’s Vehicle Testing Requirements Certification on **Bid Form #10**. Bids that are not accompanied by a completed certification must be rejected as non-responsive. **A copy of the vehicle testing report should be included with the bid if available.** This requirement does not apply to lower tier subcontractors.
- 9.7 **Buy America Certification** – Vendor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.
- 9.7.1 A bidder must submit to the Division the appropriate Buy America certification on **Bid Form #4** with all bids on FTA-funded contracts, except those subject to a general waiver. **Per FTA requirements, bids that are not accompanied by a completed Buy America certification must be rejected as non-responsive.** This requirement does not apply to lower tier subcontractors.

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- 9.7.2. Should the Vendor be declared responsive and low bid, pursuant to Pre-Award and Post Delivery Audit Requirements, the Division will require the Vendor to submit documentation (prior to any award) that lists:**
- 9.7.2.1** Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
 - 9.7.2.2** The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
 - 9.7.2.3** The Vendor shall submit one manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification sticker providing information that the vehicle quoted complies with relevant FMVSS, or Manufacturer's certified statement that the contracted vehicles will not be subject to FMVSS regulations.
 - 9.7.2.4** Vendor shall submit evidence that it will be capable of meeting the bid specifications.
- 9.7.3** As required by the Post Delivery Audit Requirement, any successful vendor will be required to furnish the following prior to any completed vehicle being placed into service or before any payment can be made:
- 9.7.3.1** Actual component and sub-component parts of the rolling stock provided, identified by manufacturer of the parts, their country of origin and costs; and
 - 9.7.3.2** Actual location of the final assembly point for the rolling stock provided, including a description of the activities that took place at the final assembly point and the actual cost of final assembly.

9.8 Debarment and Suspension –

This contract will comply with the requirements of 2 CFR Part 180, subpart C as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. Vendor is required to submit **Bid Forms #6 & #7** with bid.

The Division will not enter into any arrangement to participate in the development or implementation of a contract with any Vendor that is debarred or suspended except as authorized by Executive Orders No. 12549, "Uniform Suspension, Debarment or Exclusion of Participant from Procurement or Non-procurement Activity," October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989, 31 U.S.C. § 6101 note, and other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Vendors.

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The Division will review the U.S. GSA "System for Award Management – Lists of parties Excluded from Federal Procurement and Non-procurement Program," <https://www.sam.gov>,

As required by U.S. DOT regulations, 2 CFR Part 1200. If the Vendor's name is on the list, the Division cannot enter into a contract with a Vendor on the debarred list.

Should an approved Vendor have subcontracts, it is required to include similar provisions in each subcontract and review the SAM at <https://www.sam.gov>, to determine that the subcontractor is not on the debarred or suspended list.

9.9 Restrictions on Lobbying –

Every Vendor who applies or bids for an award of \$100,000 or more shall file the certification of **Bid Form #9** required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of the registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the Division.

9.10 Clean Air –

The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7606 and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. The Vendor agrees to report each violation to the Division and understands and agrees that the Division will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

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

9.11 Clean Water –

The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other provisions of the Clean Water Act, as amended, U.S.C. 33 §§ 1251 – 1377. The Vendor agrees to report each violation to the Division and understands and agrees that the Division will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

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

9.12 Contract Work Hours and Safety Standards Act –

The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701 *et seq.*, esp. § 3702) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

9.12.1 Overtime Requirements – No Vendor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweeks.

9.12.2 Violation; Liability for Unpaid Wages; Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

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

9.12.4 Subcontracts – The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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9.12.5 Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of the training programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

9.13 Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Division so that the Division can notify the Federal Government. The Contractor must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R §§ 180.220 and 1200.2200. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government including, but are not limited to, the Federal Government interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

9.14 Accessibility

Vendor agrees that any vehicles provided shall be in accordance with the 42 U.S.C. Sections 12101 *et seq.*, and US DOT regulations, “Transportation Services for Individuals with Disabilities Act (ADA),” 49 CFR Part 37; and Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans with Disabilities (ADA) Accessibility

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Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38.

9.15 Bid Protest Procedures

Vendors have the option of protesting certain decisions made by the Purchasing Division. Please refer to the following link for Vendor Protest Procedures under Section 6.8.

<http://www.state.wv.us/admin/purchase/vrc/vpg/VendorProcurementGuide.pdf>

9.16 Appeals to the Federal Transit Administration (FTA)

Under the Federal Transit Administration’s Circular 4220.1F, the Federal Transit Administration’s (FTA’s) appeals process for reviewing protests of a recipient’s procurement decisions are:

9.16.1 Requirements for the Protester – The protester must:

9.16.1.1 Qualify as an “Interested Party” – Only an “interested party” qualifies for FTA review of its appeal. An “interested party” is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.

- i) Subcontractors – A subcontractor does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
- ii) Consortia//Joint Ventures/Partnerships/Teams – An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
- iii) Associations or Organizations – An association or organization that does not perform contracts does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.

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9.16.2 Exhaust Administrative Remedies – The protester must exhaust its administrative remedies by pursuing the WV Purchasing Division protest procedures to completion before appealing their decision to FTA.

9.16.3 Appeal Within Five (5) Days – The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA, 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Purchasing Division's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the DPT's failure to have or failure to comply with the WV Purchasing Division's protest procedures or failure to review the protest.

9.17 Extent of FTA Review – FTA limits its reviews of protests to:

9.17.1 Failure of DPT to have or adhere to WV Purchasing Division written bid protest procedures, or failure of DPT to review a complaint or protest.

9.17.2 Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.

9.17.3 Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

9.18 FTA Determinations to Decline Protest Reviews –

FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with WV Purchasing Division's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

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10. ORDERING AND PAYMENT TO VENDOR

10.1 ORDERING:

- 10.1.1** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication.

10.2 Payment

When submitting invoices for payment to the Division of Public Transit, the Vendor shall be required to provide an original typed invoice. The following items shall appear on the invoice:

- 1) Vendor's Federal Employee Identification Number (FEIN)
- 2) Order number
- 3) Invoice should reflect the base vehicle cost and any applicable options with unit cost. **NOTE: Two invoices shall be submitted for each vehicle, one for 90% and one for 10%.**
- 4) Submit all invoices to:
Division of Public Transit
Building 5, Room 650
1900 Kanawha Blvd., East
Charleston, West Virginia 25305

- 10.2.1** Payment of 90% of the total cost shall be paid upon conditional acceptance of the vehicle(s).
- 10.2.2** Conditional acceptance of the vehicle(s) by the Division of Public Transit shall be made upon completion of inspection by the Division of Public Transit under Section 18 of this RFQ.
- 10.2.3** Under the conditional acceptance of the vehicle(s) provided, the Division of Public Transit shall retain 10% of the total cost per vehicle until all vehicles provided have been in actual service for thirty (30) days.
- 10.2.4** In the event any vehicle is found to be unacceptable during the thirty (30) day period of conditional acceptance, the Division of Public Transit shall furnish to the Vendor, in writing, a letter of non- acceptance detailing any and all deficiencies.
- 10.2.5** Final acceptance on each vehicle shall be made by the Division of Public Transit in writing upon completion of the period of conditional acceptance and/or after any and all deficiencies have been corrected.
- 10.2.6** Final acceptance shall be made on each individual vehicle provided. (Some vehicles may be accepted, while acceptance of others remains pending.)
- 10.2.7** Final acceptance of each vehicle shall be provided in writing by the Director of the Division of Public Transit or his/her authorized representative.

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10.2.8 All warranties as described in this contract shall begin with the first day after the date of final acceptance of each vehicle. **Vendor shall furnish Notification of Delayed Delivery Date of In-Transit Mileage Accumulation Forms for completion by the Division of Public Transit upon acceptance of the vehicle.**

10.2.9 Prompt Payment – The prime Vendor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each sub-contractor within fifteen (15) days after the sub-contractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Division of Public Transit. This clause applies to both DBE and non-DBE sub-contractors.

11. DELIVERY AND RETURN:

11.1 Delivery Time and Location: Vendors shall specify approximate delivery dates when submitting bids. Delivery of the vehicle shall be completed within 150 days after receipt of executed contract documents. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

11.2 Late Delivery: The Division must be notified in writing if delivery is delayed for any reason. The request for extension must be received by the Division of Public Transit no less than ten (10) days prior to the originally planned vehicle delivery date and must include detailed justification for the length of the time extension. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

11.3 Delivery shall be FOB destination to:

Kanawha Valley Regional Transit Authority (KRT)
1550 4th Avenue,
Charleston, WV 25324

Vendor must contact KRT 24 hours before delivery at 304-343-7594. Delivery will be accepted Monday through Friday, between 9 a.m. and 2 p.m. exclusive of State holidays. Any delay in delivery resulting from the common carriers' operations, accidents, or mechanical failures in route shall be construed as a cause beyond the Vendor's control. However, the Vendor shall have the responsibility of releasing the vehicle to the common carrier in time to reach the delivery site under normal delivery conditions.

11.4 In case the delivery of the complete vehicle shall be necessarily delayed because of strike, Injunction, civil disturbance, government controls, or by reason of any cause or circumstances beyond the control of the Vendor, as detailed in writing by the Vendor, the term of completion of delivery shall be extended by a number of days to be determined in each instance by mutual agreement of the Division of Public Transit and Vendor.

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- 11.5** If the vehicle is delivered over-the-road, a written report shall be submitted by the driver to the Division of Public Transit listing all incidents and unusual vehicle performance during the trip.

Should any service or repair be required during delivery, a comprehensive report shall be submitted to the Executive Director of the Division of Public Transit describing the nature of the service or repair and the cause.

- 11.6** Prior to acceptance, the Vendor shall have total risk of loss of the vehicle, including any damage sustained during the Vendor's driveway operation. Drivers shall keep a maintenance log en-route and it shall be delivered to the Division of Public Transit with the vehicle.

- 11.7 LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \$100 per calendar day per unit for the event that the Vendor fails to give timely, written notice of any delay in the delivery beyond the required delivery date.

12. ACCEPTANCE TESTS

12.1 Responsibility

Fully-documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the Division of Public Transit. These acceptance tests shall include pre-delivery inspections and testing by the Division of Public Transit after the vehicles have been delivered.

12.2 Pre-Delivery Tests

The Vendor shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the Division of Public Transit. These pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be documented. Additional tests may be conducted at the Vendor's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements of Section 3: Specifications. This additional testing shall be recorded on appropriate test forms provided by the Vendor.

The pre-delivery tests will be scheduled and conducted with sufficient notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, will be filed with the assembly inspection records for each vehicle. The under-floor equipment will be made available for inspection by the resident inspectors, using a hoist. A scaffold, or elevated platform will be provided by the Vendors to easily and safely inspect vehicle roofs. Delivery of each vehicle will require written authorization of a resident inspector. Authorization forms for the release of each vehicle for delivery will be provided by the Vendor. An executed copy of the authorization will accompany the delivery of each vehicle.

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12.3 Inspection - Visual and Measured

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in a static condition do function as designed.

13 Total Vehicle Operation

Total vehicle operations shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion.

Each vehicle shall be driven for a minimum of 15 miles during the road tests. Observed defects shall be recorded on the test forms. The vehicle shall be retested when defects are corrected, and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests.

14 Final Pre-Delivery Inspection:

Prior to delivery, all vehicles must be thoroughly inspected and serviced in compliance with the manufacturer's prescribed procedures which includes but is not limited to:

- 14.1** Complete vehicle lubrication;
- 14.2** Confirm oil level, fill crank case as needed, top off all fluids;
- 14.3** Adjust engine to proper operating condition;
- 14.4** Verify tire pressure and correct as necessary;
- 14.5** Check front end alignment or four-wheel alignment, perform alignment, and balance all tires;
- 14.6** Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags, etc.
- 14.7** Upon delivery, the vehicles fuel tanks shall be full of fuel;
- 14.8** Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered.
- 14.9** No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;

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- 14.10** Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

15 Post-Delivery Tests

The Division of Public Transit shall within fifteen (15) calendar days of **notice from Vendor that vehicle is ready to be inspected for conditional acceptance**, proceed with its inspection of vehicle for conditional acceptance. The Division of Public Transit will conduct acceptance tests on each delivered vehicle. The purpose of these tests is to identify defects that have become apparent between the time of vehicle release and delivery to the Division of Public Transit. The post-delivery tests shall include visual inspection and vehicle operations. The road tests for total vehicle operation are similar to those conducted at the Vendor's plant. Operational deficiencies of each vehicle shall be identified and recorded.

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The Division of Public Transit shall record details of all defects and shall notify the Vendor of non-acceptance of each vehicle within 5 days after completion of the tests.

16 Conditional Acceptance of Vehicle's

The vehicle shall undergo the Division of Public Transit's acceptance test. If the vehicle passes these tests, conditional acceptance of the vehicle by the Division of Public Transit occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Division of Public Transit notifies the Vendor of early acceptance. If the vehicle fails these tests, it shall not be accepted until the repairs have been made.

16.1 Repairs After Non-Acceptance

The Division of Public Transit may require the Vendor, or its designated representative, to perform the repairs after non-acceptance or the work may be done by the Transit Authority or Recipient Agency's personnel with reimbursement by the Vendor.

16.1.1 Repairs by Vendor

If the Transit Authority or Recipient Agency requires the Vendor to perform repairs after non-acceptance of the vehicle, Vendor's representative must begin work within five (5) working days after receiving notifications from the Division of Public Transit or Transit Authority of failure of acceptance tests. The Transit Authority or Recipient Agency shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

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The Vendor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At the Transit Authority or Recipient Agency's option, the Vendor may be required to remove the vehicle from their property. The repair procedure must be diligently pursued by the Vendor's representatives and the Vendor shall assume risk of loss while the vehicle is under its control.

16.1.2 Repairs by Transit Authority or Recipient Agency

16.1.2.1 Parts Used. If the Transit Authority or Recipient Agency decides to perform the repairs after non-acceptance of the vehicle, it shall correct or repair the defect and any related defects using Vendor specified parts available from its own stock or those supplied by the Vendor specifically for this repair.

Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the Transit Authority or Recipient Agency to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.

16.1.2.2 Vendor Supplied Parts. If the Vendor supplies parts for repairs being performed by the Transit Authority or Recipient Agency, after non-acceptance of the vehicle, these parts shall be shipped prepaid to the Transit Authority or Recipient Agency from any source selected by the Vendor within ten (10) working days after receipt of the request for said parts, provided said parts are available for shipment.

16.1.2.3 Return of Defective Components. The Vendor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor.

16.1.2.4 Reimbursement for Labor. The Transit Authority or Recipient Agency shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of actual "man-hours" straight wage rate plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary. These wage and fringe benefit rates shall not exceed the rates in effect at the Transit Authority or Recipients Agency's service garage at the time the defect correction is made.

16.1.2.5 Reimbursement for Parts. The Transit Authority or Recipient Agency shall be reimbursed by the Vendor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and ten (10) percent handling cost.

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16.1.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's designated location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

16.1.5 No Government Obligation to Third Parties

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

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

17. VENDOR DEFAULT:

17.1 The Following shall be considered a vendor default under this Contract.

17.1.1 Failure to provide Contract Items in accordance with the requirements c obtained herein.

17.1.2 Failure to comply with other specifications and requirements contained herein.

17.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

17.1.4 Failure to remedy deficient performance upon request.

17.2 The Following remedies shall be available to Agency upon default.

17.2.1 Immediate cancellation of the Contract.

17.2.2 Immediate cancellation of one or more release orders issued under this Contract.

17.2.3 Any other remedies available in law or equity.

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18. MISCELLANEOUS:

- 18.1 No Substitutions:** Vendor shall supply only Vehicles as submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 18.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 18.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: C. Chad Seals

Telephone Number: 1-800-533-1006 Ext. 8606

Fax Number: (434) 821-4456

Email Address: chad@sonnymerryman.com

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4.18.3.2 Vendor Supplied Parts

The Recipient Agency may request that the Vendor supply new parts for warranty covered repairs being performed by the Recipient Agency. These parts shall be shipped prepaid to the Recipient Agency from any source selected by the Vendor within 10 (ten) working days of receipt of the request for said parts.

4.18.3.3 Defective Components Return

The Vendor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor. Materials should be returned in accordance with Vendor's instructions.

4.18.3.4 Reimbursement for Labor

The Recipient Agencies shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the current per hour, straight wage rate, plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area.

These wage and fringe benefit rates shall not exceed the rates in effect in the Recipient Agencies service garage at the time the defect correction is made.

4.18.3.5 Reimbursement for Parts

The Recipient Agencies shall be reimbursed by the Vendor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 10 percent handling costs.

4.18.4 WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit, or subsystem is rebuilt or replaced by the Vendor or by the Recipient Agencies personnel, with the concurrence of the Vendor, the subsystem shall have the unexpired warranty period of the original subsystem.)

5. CONTRACT AWARD

- 5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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- 5.2 The Federal Transit Administration's "Third Party Contracting Circular" (4220.1F), requires grantees (the DPT) to conduct procurements in a manner that prohibits the use of statutorily or administratively imposed In-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

Therefore, the In-State vendor preference per West Virginia Code 5A-3-37 shall not apply to this procurement since it is partially or entirely funded with Federal Transit Administration funds.

6. PRICING PAGE

- 6.1 Vendor should complete Exhibit A Pricing page by listing the unit price for each vehicle Class, multiplying the unit price by the estimated quantity to arrive at a total. All prices quoted are to be in whole dollars and include delivery charges.
- 6.2 Exhibit A Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.
- 6.3 The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.
- 6.4 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Melissa.K.Pettrey@wv.gov
- 6.5 Additional agencies, as noted, could purchase from any awarded contract resulting from this bid. Specified deliverables would be as originally advertised, competed, evaluated and awarded.

7. BID REQUIREMENTS

- 7.1 All bids must remain in effect for the life of the contract except if vehicle chassis manufacturer issues a model year chassis price increase. A request for a model year chassis price increase is the only price increase that will be considered.
- 7.2 To request a new model year chassis price increase, the request shall be submitted to the Division of Public Transit. Documentation from the actual chassis manufacturer of the chassis price increase is required to be included in the request or the price increase will not be considered.
- 7.3 **The bid shall be submitted in binder form with each section properly labeled with the required information attached to each section. Two (2) copies of the bid in binder form shall be sent to the Purchasing Division**

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with one (1) clearly marked for the West Virginia Division of Public Transit.

8. VENDOR QUALIFICATIONS

The Vendor must be a person, firm or corporation that:

- 8.1 Has in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the contract.
- 8.2 Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.
- 8.3 Has similar vehicles in operation in comparable service for a minimum of one (1) year. The Vendor may be required to furnish a customer list indicating the number of units and dates in service during or equal period of during the bid evaluation period in addition to the requirements under Section 9.2 of these specifications.
- 8.4 In lieu of this requirement, certified results of a shaker test may be requested by the Division of Public Transit during the or equal period to prove the proposed vehicles to be capable of operating the service contemplated for these vehicles.
- 8.5 Has the necessary facilities and financial resources to complete the contract in a satisfactory manner within a required time. The Division of Public Transit shall have the right to conduct a pre-award survey of each Vendor.
- 8.6 Has complete and accurate maintenance, parts and operators' manuals.

9. MISCELLANEOUS ITEMS TO BE SUPPLIED WITH BID

9.1 Federal Transit Administration (FTA) Terms and Conditions and

Certifications: Current FTA Terms and Conditions are included in this bid and must be met. Certifications for Vehicle Purchases, Federal Motor Vehicle Safety Standards, Debarred Bidders, Disadvantaged Business Enterprise Manufacturers, and Buy America Rolling Stock, Restrictions on Lobbying and Vehicle Testing certifications are provided on Bid Form Pages #1 - #10. **All bid forms provided shall be properly completed and furnished by the Vendor as part of the bid. Failure to submit any of these forms shall disqualify the bid.**

9.2 Pre-Award Review – The Vendor shall submit the following items and any further items if requested.

- 9.2.1 Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and/or number. Equipment to be described shall include the wheelchair lift, air conditioner, flip-up seat, and wheelchair securement system, if these items are specified herein.
- 9.2.2 Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system and stanchions if specified.

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- 9.2.3 Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.
- 9.2.4 Samples or paint charts of available exterior paint colors and vinyl.
- 9.2.5 Description of the warranties the Vendor proposes to furnish for the vehicle and for required ancillary equipment, including a listing of sites where warranty work will be performed.
- 9.2.6 The location of the nearest depot which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied.
- 9.2.7 Description of the undercoating/rustproofing system, including warranty to be provided.
- 9.2.8 Identification of the specific location of the place of assembly in the case of a vehicle or the place of a conversion in the case of a converted van. If the location changes, the Vendor must notify the Division of Public Transit, in which case the Division of Public Transit reserves the right to perform an inspection similar to the pre-award inspection identified. If the results of the inspection are unsatisfactory, the Division of Public Transit may begin the contract termination process through the WV State Purchasing Division.
- 9.2.9 A list of five (5) users names, addresses, and telephone numbers who have been provided similar equipment by the Vendor. If the Vendor has not provided similar equipment, the Division of Public Transit reserves the right to determine the acceptability of the equipment proposed by the Vendor.

9.3 Disadvantaged Business Enterprise (DBE)

- 9.3.1 All U.S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts between FTA, the Division of Public Transit, and any Vendor shall include the following language:
- 9.3.2 **Policy** – It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 that DBEs shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement.
- 9.3.3 **DBE Obligation** – The recipient or its Vendor agrees to ensure that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement. In this regard, all recipients or Vendors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their Vendors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation-assisted contracts.
- 9.3.4 The manufacturer of transit vehicles shall certify that it has complied with the

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requirements of 49 CFR Part 26 (March 4, 1999), Section 26.49, and "Transit Vehicle Manufacturers". This certification shall be submitted with responses to this solicitation on **Bid Form #3**.

- 9.3.5 The Vendor shall make good faith efforts to replace a DBE subcontractor that is unable to perform, with another DBE subcontractor.
- 9.3.6 Where the Vendor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, the Division of Public Transit may declare the Vendor noncompliant and in breach of contract.
- 9.3.7 The Vendor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the Division of Public Transit DBE Program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the Division of Public Transit and will be submitted to the Division of Public Transit upon request.
- 9.3.8 The awarded Vendor agrees to include the following assurance in every subcontract it signs relevant to this contract: The Vendor and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted sub-agreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26.

The Vendor and each third-party subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted sub-agreements, third party contracts and third-party subcontracts, as applicable.
Failure by the Vendor and any of its third-party contracts or third-party subcontractors to carry out the requirements of this subparagraph 13.d (4) (b) is a material breach of this contract, and

The following remedies, or such other remedy as the Division of Public Transit deems appropriate, include, but are not limited to, withholding payments, assessing sanctions, liquidated damages; and/or disqualifying the Vendor from future bidding as non-responsible.

9.5 Civil Rights Requirements –

In connection with the execution of this contract, the following requirements will apply:

- 9.5.1 Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, *et seq.*, Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, *et. seq.*, Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et. seq.*, and Federal transit law at 49 U.S.C. § 5332, as amended, the Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age or disability. In addition, the Vendor agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.

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9.5.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

9.5.2.1 Race, Color, Religion, National Origin, Sex, Disability, Age, Sexual Orientation, Gender Identity or Status as a Parent. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order Number 11246, "Equal Employment Opportunity", as amended by Executive Order Number 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, national origin, sex, disability, age, sexual orientation, gender identity or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

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

9.6 Vehicle Testing – The Vendor agrees to comply with 49 U.S.C. § 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

9.6.2 A manufacturer who releases a report under paragraph A above shall provide notice to the operator of the testing facility that the report is available to the public.

9.6.3 If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Division prior to the Division's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

9.6.4 If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or

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components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

- 9.6.5** Any bidder must submit to the Division FTA's Vehicle Testing Requirements Certification on **Bid Form #10**. Bids that are not accompanied by a completed certification must be rejected as non-responsive. **A copy of the vehicle testing report should be included with the bid if available.** This requirement does not apply to lower tier subcontractors.

- 9.7** **Buy America Certification** – Vendor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

- 9.7.1.** A bidder must submit to the Division the appropriate Buy America certification on **Bid Form #4** with all bids on FTA-funded contracts, except those subject to a general waiver. **Per FTA requirements, bids that are not accompanied by a completed Buy America certification must be rejected as non-responsive.** This requirement does not apply to lower tier subcontractors.

- 9.7.2. Should the Vendor be declared responsive and low bid, pursuant to Pre-Award and Post Delivery Audit Requirements, the Division will require the Vendor to submit documentation (prior to any award) that lists:**

- 9.7.2.1** Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs;
- 9.7.2.2** The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 9.7.2.3** The Vendor shall submit one manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification sticker providing information that the vehicle quoted complies with relevant FMVSS, or Manufacturer's certified statement that the contracted vehicles will not be subject to FMVSS regulations.
- 9.7.2.4** Vendor shall submit evidence that it will be capable of meeting the bid specifications.

- 9.7.3** As required by the Post Delivery Audit Requirement, any successful vendor will be required to furnish the following prior to any completed vehicle being placed into service or before any payment can be made:

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- 9.7.3.1 Actual component and sub-component parts of the rolling stock provided, identified by manufacturer of the parts, their country of origin and costs; and
- 9.7.3.2 Actual location of the final assembly point for the rolling stock provided, including a description of the activities that took place at the final assembly point and the actual cost of final assembly.

9.8 Debarment and Suspension –

This contract will comply with the requirements of 2 CFR Part 180, subpart C as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. Vendor is required to submit **Bid Forms #6 & #7** with bid.

The Division will not enter into any arrangement to participate in the development or implementation of a contract with any Vendor that is debarred or suspended except as authorized by Executive Orders No. 12549, "Uniform Suspension, Debarment or Exclusion of Participant from Procurement or Non-procurement Activity," October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989, 31 U.S.C. § 6101 note, and other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Vendors.

The Division will review the U.S. GSA "System for Award Management – Lists of parties Excluded from Federal Procurement and Non-procurement Program," <https://www.sam.gov>,

As required by U.S. DOT regulations, 2 CFR Part 1200. If the Vendor's name is on the list, the Division cannot enter into a contract with a Vendor on the debarred list.

Should an approved Vendor have subcontracts, it is required to include similar provisions in each subcontract and review the SAM at <https://www.sam.gov>, to determine that the subcontractor is not on the debarred or suspended list.

9.9 Restrictions on Lobbying –

Every Vendor who applies or bids for an award of \$100,000 or more shall file the certification of **Bid Form #9** required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of the registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the Division.

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9.10 Clean Air –

The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7606 and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. The Vendor agrees to report each violation to the Division and understands and agrees that the Division will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

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

9.11 Clean Water –

The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other provisions of the Clean Water Act, as amended, U.S.C. 33 §§ 1251 – 1377. The Vendor agrees to report each violation to the Division and understands and agrees that the Division will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

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

9.12 Contract Work Hours and Safety Standards Act –

The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701 *et seq.*, esp. § 3702) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

9.12.1 Overtime Requirements – No Vendor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweeks.

9.12.2 Violation; Liability for Unpaid Wages; Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or

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permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.

- 9.12.3** Withholding for Unpaid Wages and Liquidated Damages – The Division shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.
- 9.12.4** Subcontracts – The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- 9.12.5** Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of the training programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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9.13 Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Division so that the Division can notify the Federal Government. The Contractor must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R §§ 180.220 and 1200.2200. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government including, but are not limited to, the Federal Government interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

9.14 Accessibility

Vendor agrees that any vehicles provided shall be in accordance with the 42 U.S.C. Sections 12101 *et seq.*, and US DOT regulations, "Transportation Services for Individuals with Disabilities Act (ADA)," 49 CFR Part 37; and Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

9.15 Bid Protest Procedures

Vendors have the option of protesting certain decisions made by the Purchasing Division. Please refer to the following link for Vendor Protest Procedures under Section 6.8.

<http://www.state.wv.us/admin/purchase/vrc/vpg/VendorProcurementGuide.pdf>

9.16 Appeals to the Federal Transit Administration (FTA)

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

9.16.1 Requirements for the Protester – The protester must:

9.16.1.1 Qualify as an "Interested Party" – Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.

- i) Subcontractors – A subcontractor does not qualify as an "interested party" because it does

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not have a direct economic interest in the results of the procurement.

- ii) Consortia//Joint Ventures/Partnerships/Teams – An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an “interested party” because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.
- iii) Associations or Organizations – An association or organization that does not perform contracts does not qualify as an “interested party” because it does not have a direct economic interest in the results of the procurement.

9.16.2 Exhaust Administrative Remedies – The protester must exhaust its administrative remedies by pursuing the WV Purchasing Division protest procedures to completion before appealing their decision to FTA.

9.16.3 Appeal Within Five (5) Days – The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA, 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Purchasing Division’s final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the DPT’s failure to have or failure to comply with the WV Purchasing Division’s protest procedures or failure to review the protest.

9.17 Extent of FTA Review – FTA limits its reviews of protests to:

- 9.17.1** Failure of DPT to have or adhere to WV Purchasing Division written bid protest procedures, or failure of DPT to review a complaint or protest.
- 9.17.2** Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.
- 9.17.3** Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation.

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See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

9.18 FTA Determinations to Decline Protest Reviews –

FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with WV Purchasing Division's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

10. ORDERING AND PAYMENT TO VENDOR

10.1 ORDERING:

- 10.1.1** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication.

10.2 Payment

When submitting invoices for payment to the Division of Public Transit, the Vendor shall be required to provide an original typed invoice. The following items shall appear on the invoice:

- 1) Vendor's Federal Employee Identification Number (FEIN)
- 2) Order number
- 3) Invoice should reflect the base vehicle cost and any applicable options with unit cost. **NOTE: Two invoices shall be submitted for each vehicle, one for 90% and one for 10%.**
- 4) Submit all invoices to:
Division of Public Transit
Building 5, Room 650
1900 Kanawha Blvd., East
Charleston, West Virginia 25305

- 10.2.1** Payment of 90% of the total cost shall be paid upon conditional acceptance of the vehicle(s).

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- 10.2.2 Conditional acceptance of the vehicle(s) by the Division of Public Transit shall be made upon completion of inspection by the Division of Public Transit under Section 18 of this RFQ.
- 10.2.3 Under the conditional acceptance of the vehicle(s) provided, the Division of Public Transit shall retain 10% of the total cost per vehicle until all vehicles provided have been in actual service for thirty (30) days.
- 10.2.4 In the event any vehicle is found to be unacceptable during the thirty (30) day period of conditional acceptance, the Division of Public Transit shall furnish to the Vendor, in writing, a letter of non- acceptance detailing any and all deficiencies.
- 10.2.5 Final acceptance on each vehicle shall be made by the Division of Public Transit in writing upon completion of the period of conditional acceptance and/or after any and all deficiencies have been corrected.
- 10.2.6 Final acceptance shall be made on each individual vehicle provided. (Some vehicles may be accepted, while acceptance of others remains pending.)
- 10.2.7 Final acceptance of each vehicle shall be provided in writing by the Director of the Division of Public Transit or his/her authorized representative.
- 10.2.8 All warranties as described in this contract shall begin with the first day after the date of final acceptance of each vehicle. **Vendor shall furnish Notification of Delayed Delivery Date of In-Transit Mileage Accumulation Forms for completion by the Division of Public Transit upon acceptance of the vehicle.**
- 10.2.9 Prompt Payment – The prime Vendor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each sub-contractor within fifteen (15) days after the sub-contractor's work is satisfactorily completed. Any delay of postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Division of Public Transit. This clause applies to both DBE and non-DBE sub-contractors.

11. DELIVERY AND RETURN:

- 11.1 **Delivery Time and Location:** Vendors shall specify approximate delivery dates when submitting bids. Delivery of the vehicle shall be completed within 150 days after receipt of executed contract documents. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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- 11.2 Late Delivery:** The Division must be notified in writing if delivery is delayed for any reason. The request for extension must be received by the Division of Public Transit no less than ten (10) days prior to the originally planned vehicle delivery date and must include detailed justification for the length of the time extension. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 11.3** Delivery shall be FOB destination to:

Kanawha Valley Regional Transit Authority (KRT)
1550 4th Avenue,
Charleston, WV 25324

Vendor must contact KRT 24 hours before delivery at 304-343-7594. Delivery will be accepted Monday through Friday, between 9 a.m. and 2 p.m. exclusive of State holidays. Any delay in delivery resulting from the common carriers' operations, accidents, or mechanical failures in route shall be construed as a cause beyond the Vendor's control. However, the Vendor shall have the responsibility of releasing the vehicle to the common carrier in time to reach the delivery site under normal delivery conditions.

- 11.4** In case the delivery of the complete vehicle shall be necessarily delayed because of strike, Injunction, civil disturbance, government controls, or by reason of any cause or circumstances beyond the control of the Vendor, as detailed in writing by the Vendor, the term of completion of delivery shall be extended by a number of days to be determined in each instance by mutual agreement of the Division of Public Transit and Vendor.
- 11.5** If the vehicle is delivered over-the-road, a written report shall be submitted by the driver to the Division of Public Transit listing all incidents and unusual vehicle performance during the trip.
- Should any service or repair be required during delivery, a comprehensive report shall be submitted to the Executive Director of the Division of Public Transit describing the nature of the service or repair and the cause.
- 11.6** Prior to acceptance, the Vendor shall have total risk of loss of the vehicle, including any damage sustained during the Vendor's driveway operation. Drivers shall keep a maintenance log en-route and it shall be delivered to the Division of Public Transit with the vehicle.
- 11.7 LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \$100 per calendar day per unit for the event that the Vendor fails to give timely, written notice of any delay in the delivery beyond the required delivery date.

12. ACCEPTANCE TESTS

12.1 Responsibility

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Fully-documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the Division of Public Transit. These acceptance tests shall include pre-delivery inspections and testing by the Division of Public Transit after the vehicles have been delivered.

12.2 Pre-Delivery Tests

The Vendor shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the Division of Public Transit. These pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be documented. Additional tests may be conducted at the Vendor's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements of Section 3: Specifications. This additional testing shall be recorded on appropriate test forms provided by the Vendor.

The pre-delivery tests will be scheduled and conducted with sufficient notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, will be filed with the assembly inspection records for each vehicle. The under-floor equipment will be made available for inspection by the resident inspectors, using a hoist. A scaffold, or elevated platform will be provided by the Vendors to easily and safely inspect vehicle roofs. Delivery of each vehicle will require written authorization of a resident inspector. Authorization forms for the release of each vehicle for delivery will be provided by the Vendor. An executed copy of the authorization will accompany the delivery of each vehicle.

12.3 Inspection - Visual and Measured

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in a static condition do function as designed.

13 Total Vehicle Operation

Total vehicle operations shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion.

Each vehicle shall be driven for a minimum of 15 miles during the road tests. Observed defects shall be recorded on the test forms. The vehicle shall be retested when defects are corrected, and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests.

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14 Final Pre-Delivery Inspection:

Prior to delivery, all vehicles must be thoroughly inspected and serviced in compliance with the manufacturer's prescribed procedures which includes but is not limited to:

- 14.1 Complete vehicle lubrication;
- 14.2 Confirm oil level, fill crank case as needed, top off all fluids;
- 14.3 Adjust engine to proper operating condition;
- 14.4 Verify tire pressure and correct as necessary;
- 14.5 Check front end alignment or four-wheel alignment, perform alignment, and balance all tires;
- 14.6 Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags, etc.
- 14.7 Upon delivery, the vehicles fuel tanks shall be full of fuel;
- 14.8 Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered.
- 14.9 No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;
- 14.10 Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

15 Post-Delivery Tests

The Division of Public Transit shall within fifteen (15) calendar days of **notice from Vendor that vehicle is ready to be inspected for conditional acceptance**, proceed with its inspection of vehicle for conditional acceptance. The Division of Public Transit will conduct acceptance tests on each delivered vehicle. The purpose of these tests is to identify defects that have become apparent between the time of vehicle release and delivery to the Division of Public Transit. The post-delivery tests shall include visual inspection and vehicle operations. The road tests for total vehicle operation are similar to those conducted at the Vendor's plant. Operational deficiencies of each vehicle shall be identified and recorded.

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The Division of Public Transit shall record details of

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all defects and shall notify the Vendor of non-acceptance of each vehicle within 5 days after completion of the tests.

16 Conditional Acceptance of Vehicle's

The vehicle shall undergo the Division of Public Transit's acceptance test. If the vehicle passes these tests, conditional acceptance of the vehicle by the Division of Public Transit occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Division of Public Transit notifies the Vendor of early acceptance. If the vehicle fails these tests, it shall not be accepted until the repairs have been made.

16.1 Repairs After Non-Acceptance

The Division of Public Transit may require the Vendor, or its designated representative, to perform the repairs after non-acceptance or the work may be done by the Transit Authority or Recipient Agency's personnel with reimbursement by the Vendor.

16.1.1 Repairs by Vendor

If the Transit Authority or Recipient Agency requires the Vendor to perform repairs after non-acceptance of the vehicle, Vendor's representative must begin work within five (5) working days after receiving notifications from the Division of Public Transit or Transit Authority of failure of acceptance tests. The Transit Authority or Recipient Agency shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At the Transit Authority or Recipient Agency's option, the Vendor may be required to remove the vehicle from their property. The repair procedure must be diligently pursued by the Vendor's representatives and the Vendor shall assume risk of loss while the vehicle is under its control.

16.1.2 Repairs by Transit Authority or Recipient Agency

16.1.2.1 Parts Used. If the Transit Authority or Recipient Agency decides to perform the repairs after non-acceptance of the vehicle, it shall correct or repair the defect and any related defects using Vendor specified parts available from its own stock or those supplied by the Vendor specifically for this repair.

Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the Transit Authority or Recipient Agency to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.

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16.1.2.2 Vendor Supplied Parts. If the Vendor supplies parts for repairs being performed by the Transit Authority or Recipient Agency, after non-acceptance of the vehicle, these parts shall be shipped prepaid to the Transit Authority or Recipient Agency from any source selected by the Vendor within ten (10) working days after receipt of the request for said parts, provided said parts are available for shipment.

16.1.2.3 Return of Defective Components. The Vendor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor.

16.1.2.4 Reimbursement for Labor. The Transit Authority or Recipient Agency shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of actual "man-hours" straight wage rate plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary. These wage and fringe benefit rates shall not exceed the rates in effect at the Transit Authority or Recipients Agency's service garage at the time the defect correction is made.

16.1.2.5 Reimbursement for Parts. The Transit Authority or Recipient Agency shall be reimbursed by the Vendor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and ten (10) percent handling cost.

16.1.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's designated location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

16.1.5 No Government Obligation to Third Parties

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

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

17. VENDOR DEFAULT:

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- 17.1 The Following shall be considered a vendor default under this Contract.
- 17.1.1 Failure to provide Contract Items in accordance with the requirements c obtained herein.
 - 17.1.2 Failure to comply with other specifications and requirements contained herein.
 - 17.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 17.1.4 Failure to remedy deficient performance upon request.
- 17.2 The Following remedies shall be available to Agency upon default.
- 17.2.1 Immediate cancellation of the Contract.
 - 17.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 17.2.3 Any other remedies available in law or equity.

18. MISCELLANEOUS:

- 18.1 **No Substitutions:** Vendor shall supply only Vehicles as submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 18.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 18.3 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: C. Chad Seals

Telephone Number: ~~1-800-533-1006 Ext. 8606~~

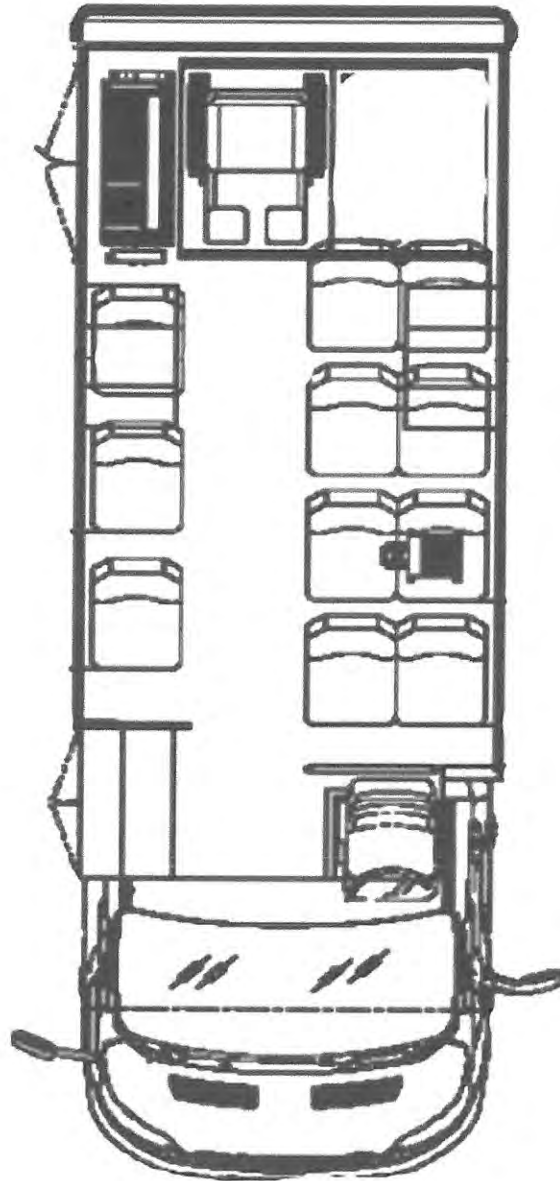
Fax Number: (434) 821-4456

Email Address: chad@sonnymerryman.com

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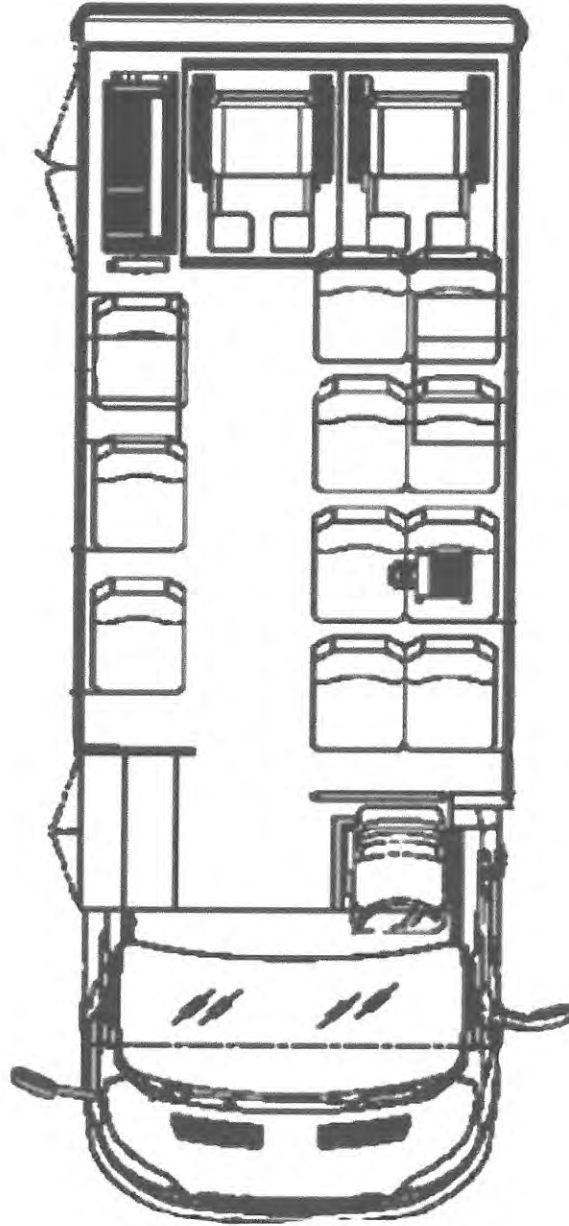
19. PROPOSED FLOOR PLANS

1 wheelchair spaces



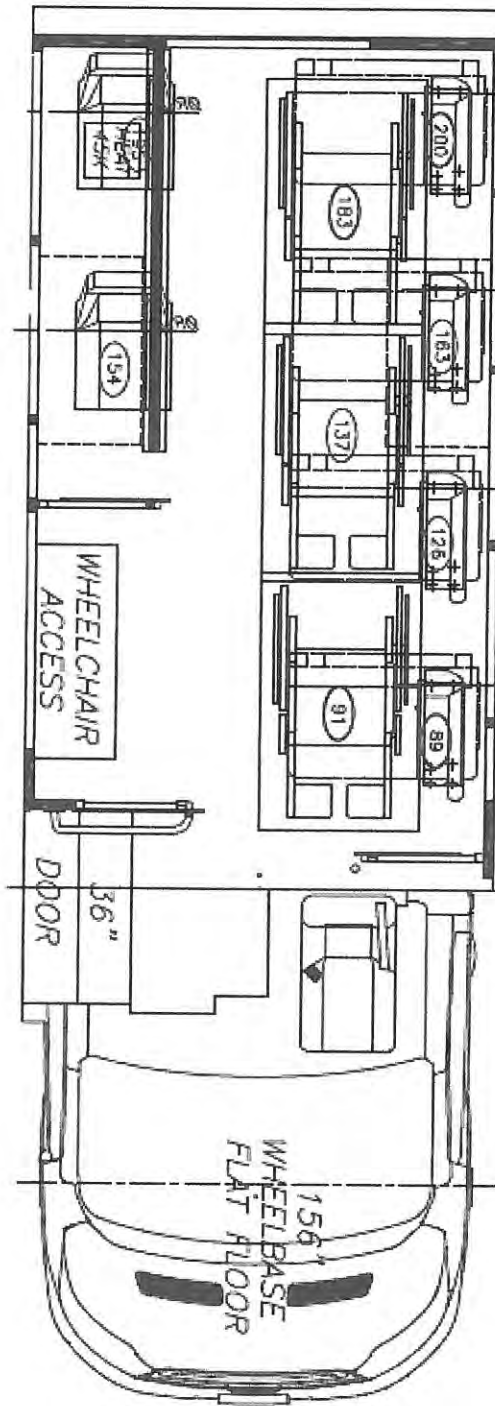
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Proposed 2 Wheelchair Positions



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Proposed 3 Wheelchair Position with Front Lift Options



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20. **REQUIRED BID FORMS**

The following certifications must be properly **completed and furnished by the bidder as part of the bid.** Failure to submit any of these certifications **shall deem the bid non-responsive.**

A required documentation checklist has been provided for bidder's usage.

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BID FORM #1

MANDATORY BID FORM – MUST BE SUBMITTED WITH BID

Location(s) of the Technical Service Representative(s) and parts distribution center(s) closest or in the State of West Virginia.

Location(s) of the technical service representative(s).

Name: Brady Childress

Address: 5120 Wards Road

Evington, VA. 24550

Telephone: 1-800-533-1006 Ext. 8620

Name: _____

Address: _____

Telephone: _____

Location(s) of parts distribution center(s).

Name: Derek Shelton

Address: 5120 Wards Road

Evington, VA. 24550

Telephone: 1-800-533-1006 Ext.8633

Name: _____

Address: _____

Telephone: _____

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

BID FORM #2

**DISADVANTAGED VEHICLEINESS ENTERPRISE
VENDORS/ MANUFACTURERS CERTIFICATION**

MANDATORY BID FORM – MUST BE SUBMITTED WITH BID

(Check appropriate statement)

- ☐ The Vendor, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.
- ☒ The Vendor, if a non-manufacturing supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR Section 26.49.

07/22/2020
Date

Authorized Signature

Commercial Sales
Title

Sonny Merryman Inc.
Company Name

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

BID FORM #3

**BUY AMERICA CERTIFICATION
ROLLING STOCK
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID**

Certificate of Compliance

The bidder or offeror hereby certifies that it will comply with the requirements of section 165(b) (3), of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR 661.11:

07/22/2020
Date

Authorized Signature

Sonny Merryman Inc
Company Name

C. Chad Seals
Name

Commercial Sales
Title

Certificate for Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of section 165(b) (3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with section 165(b) (2) or (b) (4) of the Surface Transportation Assistance Act, as amended, and the applicable regulations in 49 CFR 661.7.

Date

Authorized Signature

Company Name

Name

Title

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

BID FORM #4

**FEDERAL MOTOR VEHICLE
SAFETY STANDARDS CERTIFICATION**

MANDATORY BID FORM – MUST BE SUBMITTED WITH BID

The vendor hereby certifies that it shall submit, as required by Title 49 of the CFR, Part 663 - Subpart D, its self-certification information stating that the vehicle(s) will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571.

07/22/2020
Date

Authorized Signature

Commercial Sales
Title

Sonny Merryman Inc
Company Name

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle

BID FORM #5

MANDATORY BID FORM – MUST BE SUBMITTED WITH BID

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

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third-party contract),

Sonny Merryman Inc. (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

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

If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT),

Sonny Merryman Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

BID FORM #6
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID
VENDOR'S CERTIFICATION OF
UNDERSTANDING AND ACCEPTANCE

The Vendor hereby certifies that all Technical Specifications and Contract Terms and Conditions have been carefully reviewed, are fully understood and shall be adhered to in performance and completion of any contract resulting from this bid.

07/22/2020
Date

Authorized Signature

Commercial Sales
Title

Sonny Merryman Inc.
Company Name

SPECIFICATION COMPLIANCE

NOTE: Please check if what is offered is in exact compliance with specifications. Any discrepancies must be listed as an attachment to the bid proposal. Exact dimensions and/or descriptions must be provided as a part of the Vendor's bid proposal when submitted.

- ☒ Bid proposal submitted meets and/or exceeds all specification requirements.
- ☐ Bid proposal submitted contains deviations from specification requirements. Detailed descriptions of these deviations have been provided with this bid proposal.

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

BID FORM #7
MANDATORY BID FORM – MUST BE SUBMITTED WITH BID
CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
3. The undersigned understands that the language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, sub agreements. and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

07/22/2020
Date

Authorized Signature

Commercial Sales
Title

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

BID FORM #8

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

The undersigned (Vendor/Manufacturer) certifies that the vehicle offered in this procurement complies with 49 U.S.C. 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 49 CFR Part 665.

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

07/22/2020 _____

Date

Authorized Signature

Commercial Sales _____

Title

Sonny Merryman Inc. _____

Company Name

NOTE: Many of the requested products literature are standard OEM components .

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

REQUIRED BID DOCUMENTATION CHECKLIST

Model Year: 2020 Model: Startrans Candidate II

Mandatory Bid Forms – must be submitted with bid:

- ☒ Bid Form #1: Locations of Technical Service Representatives and Parts Distribution Centers
- ☒ Bid Form #2: Disadvantaged Business Enterprise Vendors/Manufacturers Certification
The vendor shall also supply with bid FTA TVM DBE Goal Concurrence for the Current Fiscal Year Approval Letter.
- ☒ Bid Form #3: Buy America Certification Rolling Stock
Should the Vendor be declared responsive and low bid, pursuant to Pre-Award and Post Delivery Audit Requirements, the Division will require the Vendor to submit documentation (with the bid or prior to any award) that lists:
 - 1) Component and sub-component parts of the rolling stock to be purchased identified b manufacturer of the parts, their country of origin and cost: and
 - 2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- ☒ Bid Form #4: Federal Motor Vehicle Safety Standards Certification
Vendor shall also supply with bid a breakdown of FMVSS standards to be met with proposed vehicle.
- ☒ Bid Form #5: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- ☒ Bid Form #6: Vendor's Certification of Understanding and Acceptance
- ☒ Bid Form #7: Certification of Restrictions on Lobbying
- ☒ Bid Form #8: Certification of Compliance with FTA's Vehicle Testing Requirements
A copy of the vehicle testing report should be included with the bid.
- ☒ Exhibit A Pricing Page (8)

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

DOCUMENTATION TO BE SUBMITTED WITH BID:

Section
Referenced

- ☒ 3.2 Chassis: product description, warranty information and product literature.
- ☒ 3.3 Engine shall be 3.7 Liter V-6 gasoline engine: provide product description, warranty information and product literature.
- ☒ 3.17.1 Radio: AM/FM/BT/SYNC Radio With 4" Display provide product description, Warranty information and product literature.
- ☒ 3.8 Transmission: provide product description, warranty information and product literature.
- ☒ 3.5 Radiator and Cooling System: provide product description, warranty information and product literature.
- ☒ 3.6 High Idle System, provide product description, warranty information and product literature.
- ☒ 3.13 Brakes: provide product description, warranty information and product literature.
- ☒ 3.11.4 Tilt Wheel, Cruise Control and Power Steering: provide details of water testing procedures.
- ☒ 3.21 Wheelbase: provide length of proposed wheelbase.
- ☒ 3.9.4 Rear View Back-Up Camera: provide product description, warranty information and literature.
- ☒ 3.14 Wheels: provide product description, warranty information and product literature.
- ☒ 3.15 Tires: provide product description, warranty information and product literature
- ☒ 3.16.6 Battery: provide product description, warranty information and product literature
- ☒ 3.16.5 Alternator: provide product description, warranty information and product literature
- ☒ 3.26 Front and Rear Heating and Air Conditioning: provide product description, warranty information, product literature.
- ☒ 3.19 Body Specifications: provide a description of how conversion will take place and meet the specification requirements. Provide Actual Interior height and Body length of proposed vehicle.

REQUEST FOR QUOTATION
156" Wheelbase Dual Rear Wheel (DRW) Narrow Body Cutaway

- ☒ 3.21 Sealant, Rustproofing and Undercoating: provide product description, warranty information and product literature.
- ☒ 3.19 Passenger Doors and Stepwells: Provide product description, dimensions, description of interlock system of all doors and locks to be provided.
- ☒ 3.29 Flooring: provide a description of product to be used, samples of floor covering, colors to be used and assembly process.
- ☒ 3.22 Seats, Grab Handles, Passenger restraints: provide product description, warranty information and product literature.
- ☒ 3.34 Mobility Aid/ Occupant Restraint Systems: provide product description, warranty information and product literature.
- ☒ 3.44 Training: submit letter of understanding to the terms in this Section.
- ☒ 3.35.4 Security Cameras System provide product description, warranty information and product literature.
- ☒ 4.12.2 Warranty on Complete Vehicle.
- ☒ 4.12.3 Warranty on Basic Vehicle Structure.
- ☒ 4.12.5 Warranty: warranties to be provide on subsystems and components.
- ☒ 7.3 Complete two (2) bids in binder form –one (1) marked for DPT.
- ☒ 9.2 A Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and / or number.
- ☒ 9.2 B Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system.
- ☒ 9.2 C Curb weight (empty weight) and gross vehicle weight rating (GVWR of vehicle.
- ☒ 9.2 D Exterior Vinyl Colors: provide samples/chart of available colors.
- ☒ 9.2 H Identification of the conversion location of the van and listing of activities to take place at the location.
- ☒ 9.2 I A list of five (5) users names, addresses, emails and telephone numbers who have been provided similar equipment.
- ☒ Addendum Acknowledgement

Request for Quotation
156" Wheelbase Transit Van Dual Rear Wheel (DRW) Narrow Body Cutaway Vehicle
Exhibit A - Pricing Page

CLASS	ITEM DESCRIPTION	UNIT PRICE PER VEHICLE	EST QTY	EXTENDED PRICE
A	Vehicle Non-Accessible / Paratransit Package		2	\$
B	Vehicle with One Wheelchair (WC) Positions/ Paratransit Package		2	\$
C	Vehicle with Two Wheelchair (WC) Position / Paratransit Package		2	\$
D	Vehicle/ Front Lift / 3 WC Positions		2	\$
E	Vehicle/ One Wheelchair (WC)/ Fixed Route Package		2	\$
F	Vehicle/Two WC / Fixed Route Package		2	\$
G	Vehicle/ Front Lift / Three Wheelchair Positions/ Fixed Route Package		2	\$
H	Vehicle/ One WC Position / Fixed Route Package / Full Bus Paint		2	\$
I	Vehicle / 2 WC Positions / Fixed Route Package / Full Bus Paint		2	\$
J	Vehicle /Front Lift / Three WC Positions/ Full Bus Paint		2	\$
K	Vehicle/One WC/Fixed Route Package/ Three Quarter Body Paint with Expanded Graphics Vehicle Skirt Painting		2	\$
L	Vehicle/Two WC/Fixed Route Package/ Three Quarter Body Paint with Expanded Graphics Vehicle Skirt Painting		2	\$
M	Vehicle/Front Lift / Three WC/Fixed Route Package/ Three Quarter Body Paint with Expanded Graphics		2	\$
N	Vehicle/One WC/Fixed Route Package/Vehicle Skirt Painting		2	\$
O	Vehicle / Two WC Position/ Fixed Route Package / Vehicle Skirt Painting		2	\$
P	Vehicle /Front Lift / Fixed Route Package / Vehicle Skirt Painting		2	\$
				\$
A1	Option to add Bus Driver Safety Barrier		2	\$
TOTAL BID AMOUNT FOR EVALUATION				\$

****Complete form provided.***

****Please note these are only estimated quantities and do not reflect any guarantee of purchase***

****The DPT may purchase more or less as needed.***

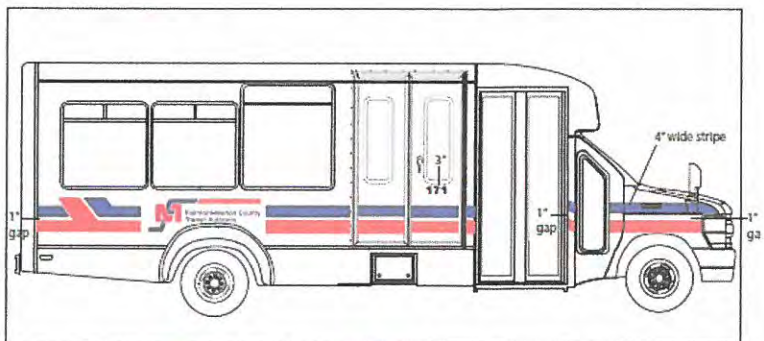
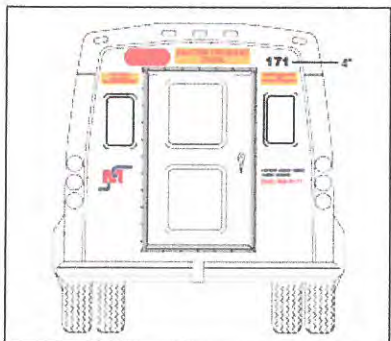
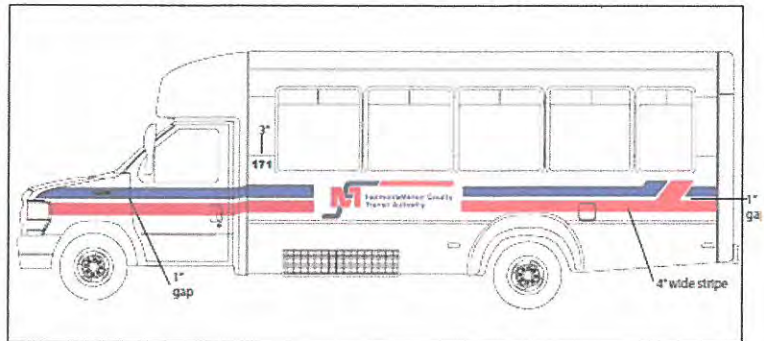
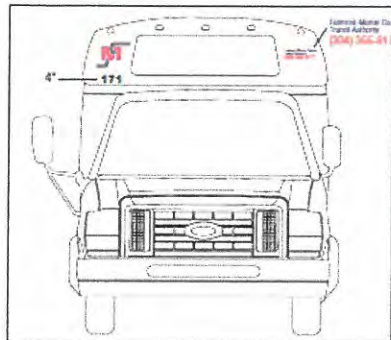
EXHIBIT B, VINYL LOGOS AND STRIPES

CENTRA



EXHIBIT B, VINYL LOGOS AND STRIPES

Fairmont-Marion County Transit Authority



* Graphic colors and placement are representative, the final product may vary. ■ 125 Wild Cardinal Red ■ 266 Patriot Blue ■ 2" White Conspicuity Tape

EXHIBIT B, VINYL LOGOS AND STRIPES

HERE & THERE TRANSIT



EXHIBIT B, VINYL LOGOS AND STRIPES

Ohio Valley Eastern Ohio Regional Transit



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Bluefield Area Transit



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

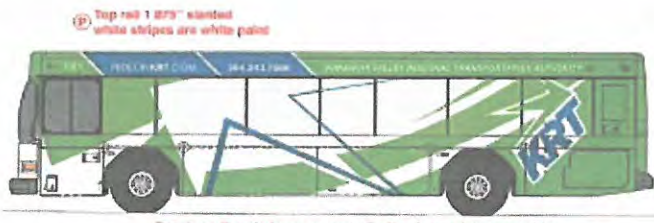
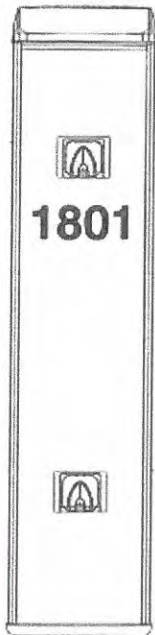
Buckwheat Express



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Kanawha Valley Regional Transit Authority

FRONT
24" Roof Numbers



(P) Top rail 1 1/2" x 1/2" stainless steel
white stripes are white paint

(D) Decals on the windows are non-reflective 1-way vision except for the green/blue/white KRT logo/blue stripe are opaque reflective decals, standard top rail blue is reflective decal

Rear webstophane
(P) white reflective decal is 66.25" x 3.5"



(D) Rear KRT reflective logo is 24.6" x 21.675"
Rear bus number is blue reflective 6.25" height



KANAWHA white reflective decals are 178" x 4.2" (D) Side website white reflective decals are 56.75" x 5" phase is 42" x 4.675" (D) Side bus numbers are white reflective 9" height Helvetica Neue Condensed Bold



(D) Front KRT reflective logo is 23" x 18.25"

CHARLESTON, WV

PAINT (Axalta)

DECALS

Approval & Acceptance

(B) Low Floor, 35 foot by 102 inches
Serial Numbers 188534 - 188541
Bus Numbers: 1801 - 1800

White 735083 EX
Green 832135-EX
Black Gloss N0001-EX
Safety White Aerovac #307 - Hubs
Cameras painted to match scheme

White Reflective-68CCR-10
Light Blue Reflective-68CCR-70

Approved by: Doug Hartley

Excludes: underbody and underneath (1" - 32")
are for model representations of optional storage chassis.
Approved: Plant 2 2 20 18

Paint chip to cust: ☐ Yes ☒ NO
Sales Eng: ☒ Date sent: NA
Approved: ☒ Yes ☐ NO
Paint Stand: ☒ Yes ☐ NO
Hard ☒ Soft ☐

The green in the KRT logos are custom-printed on 68CCR color matching the green paint Green: 832135-EX The blue in the logo is Light Blue Reflective-68CCR-70

Title: Asst General Manager

For: KVRT

Date: 11/15/17

Rev: 3 Date: 11-17-17

PO: _____



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Eastern Panhandle Transit Authority




EXHIBIT C, EXAMPLES OF PAINT SCHEMES

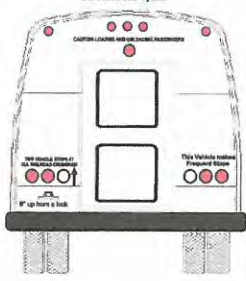
Potomac Valley Transit Authority

Paint Scheme form

Unit #




2" Conspicuity
Tape 1" below window
5" stripes
1" gap




Sales: Jamie Lipka
CC: Rebecca Tyack
CAPTION LOCATED HERE FOR GRAPHIC PRESENTATION
2" Conspicuity Tape 1" below window
5" stripes 1" gap
8" up front's back

2" Conspicuity Tape



2" Conspicuity Tape 1" below window
5" stripes 1" gap



2" Conspicuity Tape 1" below window
5" stripes 1" gap
8" up front's back

Vinyl Colors & Numbers

1.) # 140 Blue

2.)

3.) # Spectra Everglade Green

Customer Signature

Generic form

Robin Miller
(Graphics Dept.)

February 16,06

EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Little Kanawha Transit Authority



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Tri-State Transit Authority



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Mid-Ohio Valley Transit Authority



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Tri-River Transit



EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Mountain Line Transit Authority

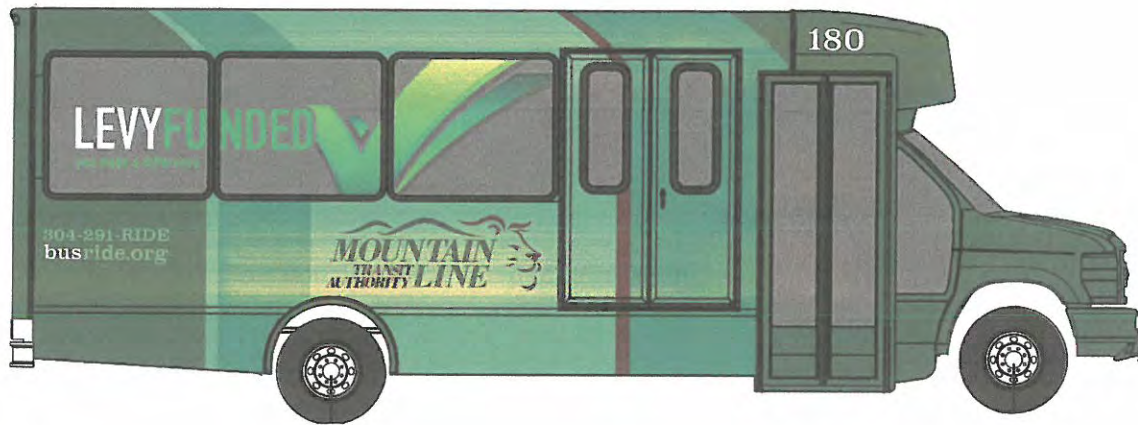


EXHIBIT C, EXAMPLES OF PAINT SCHEMES

New River Transit



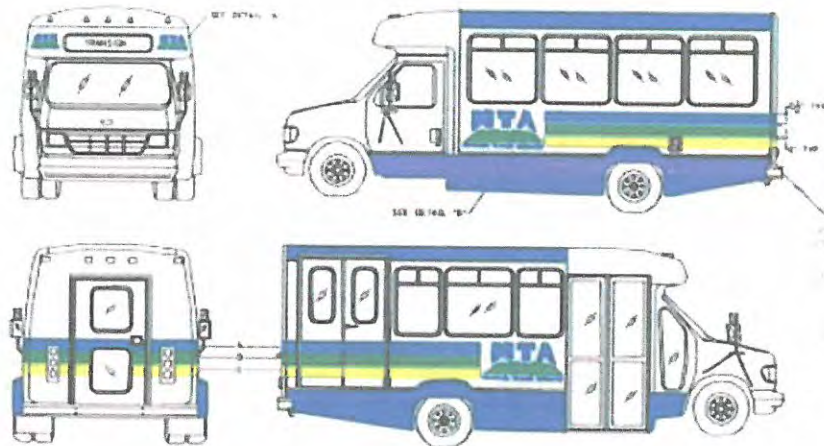
EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Mountain Transit Authority

Paint Scheme Mountain Transit Authority

Week	Deviation Computer	By	Date	Exam / Project
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	10/10/10			
	10/10/10			
	10/10/10			

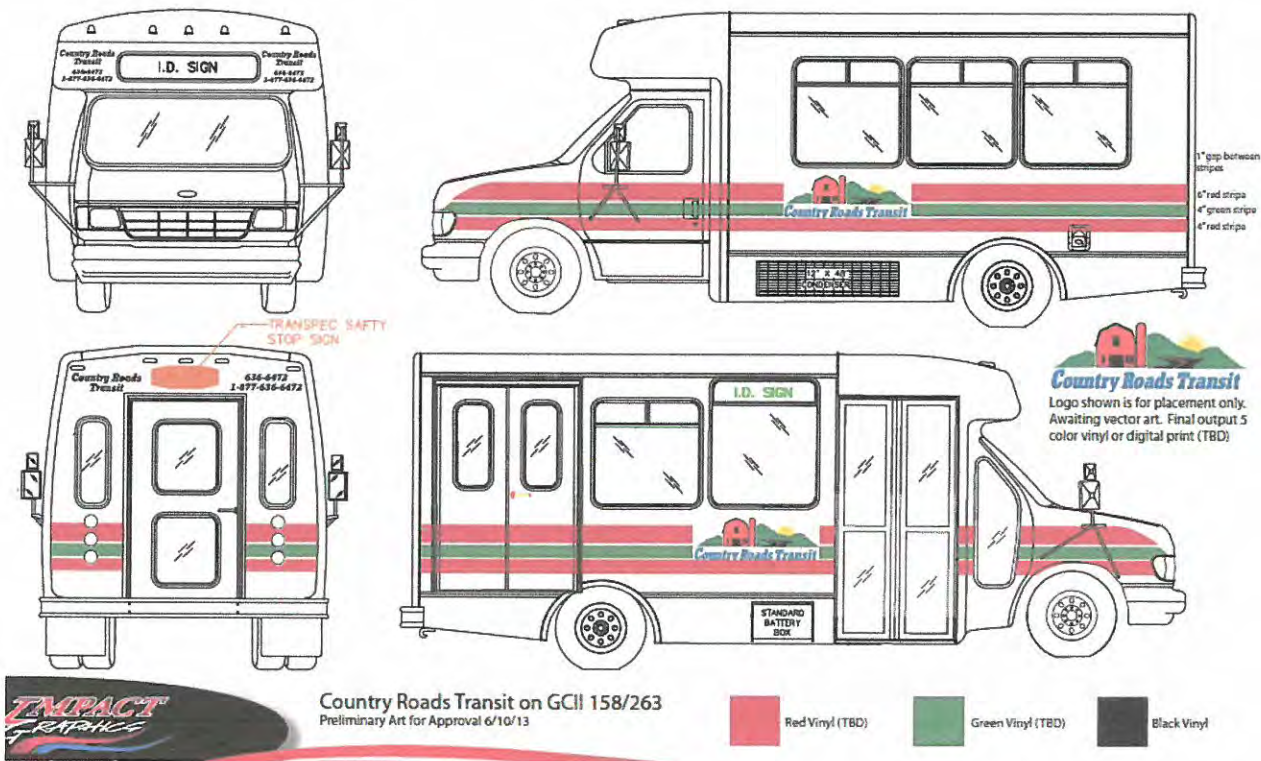
10/10/2014 11:10:10 AM



yellow
dark yellow
yellow
yellow
yellow
Lees
yellow

EXHIBIT C, EXAMPLES OF PAINT SCHEMES

Country Roads Transit



STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Sonny Merryman Inc.

Authorized Signature: _____ Date: 07/22/2020

State of Virginia

County of Campbell, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Sonny Merryman Inc. **Address:** 5120 Wards Road

Evington, VA. 24550

Name of Authorized Agent: C. Chad Seals **Address:** Same as above

Contract Number: PTR2000000003 **Contract Description:** 156" WB DRW Narrow Body

Cutaway

Governmental agency awarding contract: _____

☒ **Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: 07/23/2020

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

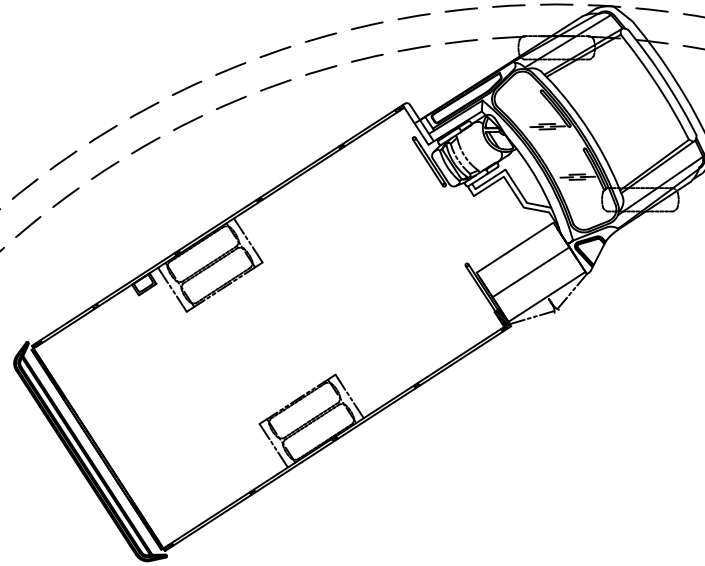
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



Ⓐ CURB TO CURB

Ⓑ WALL TO WALL

FORD	
1. 138" WB 20' SENATOR II	A. 23'-6"
	B. 26'-0"
2. 158" WB 22' SENATOR II	A. 27'-0"
	B. 28'-0"
3. 158" WB 24' SENATOR II	A. 27'-0"
	B. 28'-6"
4. 176" WB 25' SENATOR II	A. 30'-0"
	B. 31'-0"
5. 190" WB 26' SENATOR II	A. 31'-4"
	B. 32'-9"
6. 208" WB 27' SENATOR II	A. 34'-6"
	B. 36'-5"
7. 212" WB 27' SENATOR II	A. 35'
	B. 37' *ESTIMATED*

CHEVY	
1. 139" WB 20' SENATOR II	A. 22'-8"
	B. 24'-5"
2. 159" WB 22' SENATOR II	A. 26'-2"
	B. 28'-0"
3. 159" WB 24' SENATOR II	A. 24'-2"
	B. 25'-3"
4. 177" WB 25' SENATOR II	A. 27'-2"
	B. 28'-3"

FORD TRANSIT	
1. 137" WB 20' CANDIDATE II	A. 22'-8"
	B. 24'-5"
2. 156" WB 22' CANDIDATE II	A. 26'-2"
	B. 28'-0"

NOTE: ACTUAL UNIT MAY VARY.

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REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
LET.					

TOLERANCE UNLESS OTHERWISE SPECIFIED		DATE: 06/07/18		TITLE: TURNING RADIUS KEY STAR TRANS	
WOOD	OTHER	NAME: MK		DWG. No. 31-28-0935-13	
± 1/8"	± 1/16"				
± 1°	± 1/2°				

FSTL Final Test Report		<u>Test Facility:</u> FSTL 4545 W. Augusta Blvd. Chicago, IL 60651
<u>Test Date:</u> 10/17/2013	<u>Test Procedure:</u> FMVSS-207/210	
Description of Item Tested All test items are obtained according to FSTL procedure LAI-011 unless otherwise noted. All items are tested for compliance with applicable standards, previously reviewed and approved by the party requesting this test, unless otherwise specifically noted: Starcraft installed a FSC, forward facing, wall mounted, foldaway seat [32297] in a Starcraft Test Buck. Please see attached drawings.		
Description of Results		
		
Summary of FMVSS 571.207.S4.2a & Section 571.210.S5.1 A force of 5,000 lb shall be applied to each lap belts at $10^{\circ} \pm 5^{\circ}$ above the horizontal plane. In addition, a separated force equal to 20 times the seat system mass was applied simultaneously through the CG of the seat. The required forces must be reached within 30 seconds from the onset of the test then, when reached must be held for 10 seconds. Note: Full compliance with FMVSS and its Regulations, as set forth under 49 USC 301, et. seq., can only be achieved through proper in-vehicle testing. Freedman Seating Company, its agents, employees, affiliates and subsidiaries ("Freedman Seating") is not liable for damages resulting from the installation of any seat in a vehicle that has not been FMVSS tested or any installation of a seat that deviates from a FMVSS tested installation method. Freedman Seating has no responsibility for the design of any vehicle in which the subject seat may be placed, or any resulting damages.		
Test Opinions and Interpretations		
Note: This Test Report is provided solely for the use of the party requesting the same identified below, and for no other person, entity or purpose. Reproduction of this document is strictly prohibited without the prior written permission of FSTL in each instance. see page 2 for results		
Test Report Reviewed by: 	<small>Digitally signed by Miguel Flores DN: cn=Miguel Flores, email=mguel@freedmanseat.com, o=Freedman Seating Co., ou=FSTL, c=US Date: 2013.10.21 09:58:48 -05'00'</small>	Test Requested By: Larry Hall, Forest River / Starcraft 2367 Century Drive, Goshen IN
Test Report Approved by: 	<small>Digitally signed by David I O'Malley DN: cn=David I O'Malley, email=dmalloy@freedmanseat.com, o=FSTL, ou=FSTL, c=US Date: 2013.10.21 11:19:50 -05'00'</small>	Request Received I 10/8/2013

CMVSS/FMVSS 207/210 Data Sheet

FSTL
4545 w. Augusta Blvd.
Chicago, IL.

Work Order No.: 1310C

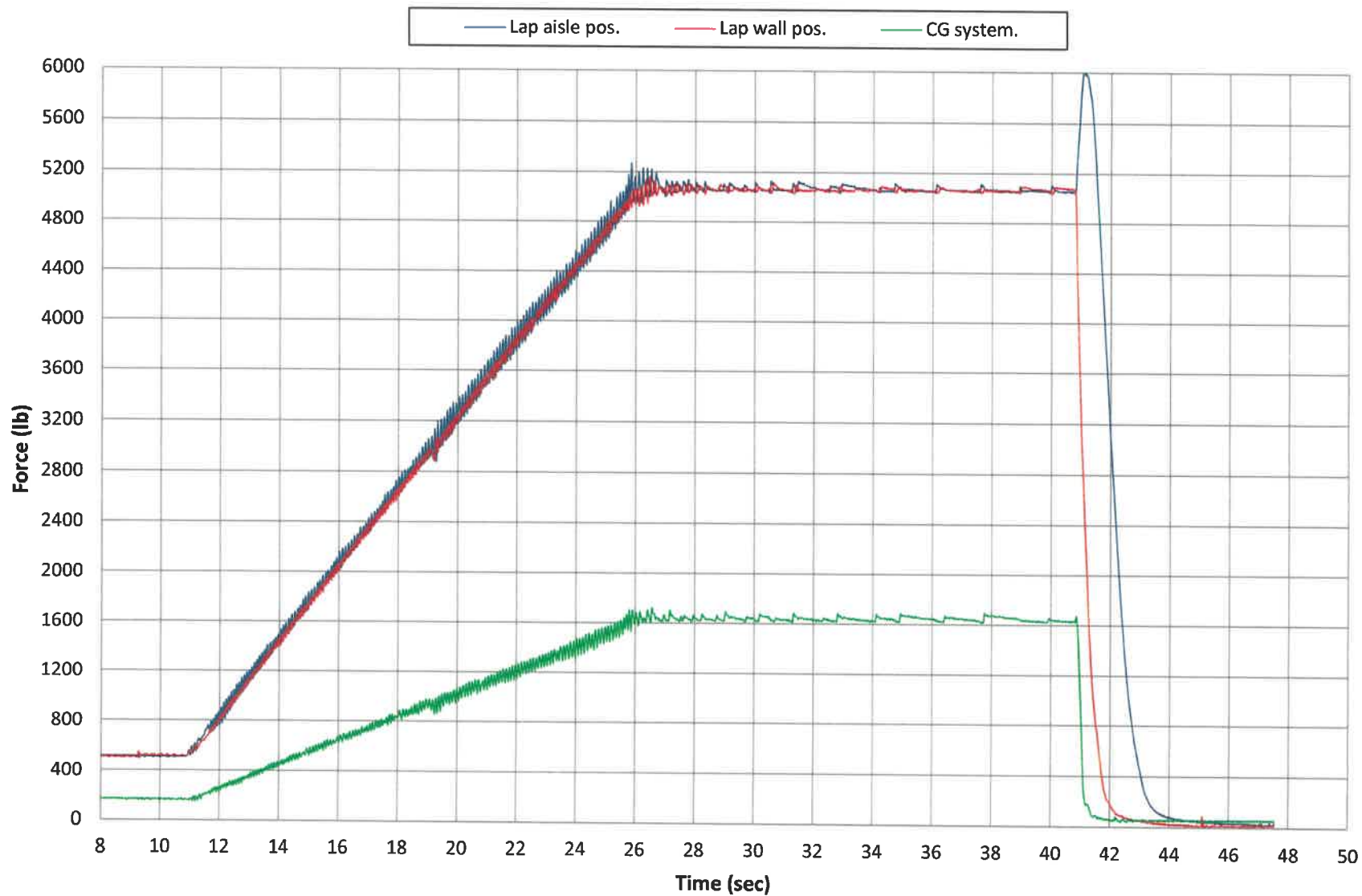
<u>Requirements for compliant test.</u>	<u>Yes/ No / N/A</u>
Test artifact reached CMVSS/FMVSS loads within 30 seconds	yes
Test artifact sustained CMVSS/FMVSS loads for 10 seconds or more	yes
Seat frame released from it's adjusted position?	n/a
Seat frame or seat adjusters detach from the test platform/vehicle?	no
Seat frame detaches from seat adjuster mechanism?	n/a
Seat adjuster seperates?	n/a



Notes:

n/a

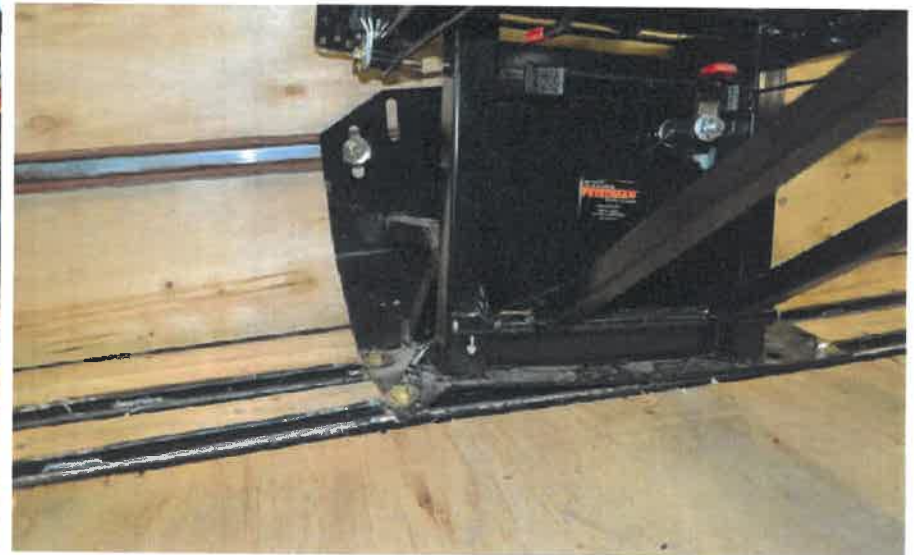
Force vs. Time
1310C_FSC, 2pl, Foldaway, ss seat in Startcraft test buck.



Pre Test Photo



Post Test Photo



FSTL

4545 W. Augusta Blvd.

Chicago, IL 60651

External Customer Artifact Test Request Work Order FormCustomer [Company]: STARCRRAFT BUSDate Generated: 08/26/2013Contact Name: LARRY HALL

FSC Engineer (If Applicable):

Contact Phone Number: 800-348-7440x252

FSC Salesperson (If Applicable):

Contact E-mail: LHALL@FORESTRIVERINC.COM

What artifact will be tested?

FOLD-AWAY

Position of Artifact in Vehicle?

D/S FRONT

Specific Name of Vehicle (section)?

STARCRRAFT BUS

What tests are requested?

Tests performed

☐ FMVSS 207/210☐ FMVSS 225 Lower Anchor☐ FMVSS 222 Static Forward☐ FMVSS 222 Static Rearward☒ FMVSS/CMVSS 207/210☐ CMVSS 210.1☐ FMVSS/CMVSS 222 Static Forward☐ CMVSS/FMVSS 222 Static Rearward☐ FMVSS 210☐ CMVSS 210.2☐ FMVSS 222 Quasi Static☐ CMVSS/FMVSS 210☐ FMVSS 49 JS - ADA☐ FSTL Tensor☐ Other

Desired completion date?

Is the test fixture a complete vehicle?

☐ Yes ☒ No

If 'Yes' is checked above, is the fixture drivable?

☐ Yes ☒ No

Required Drawing: Due to size constraints of our laboratory facilities, we require that you provide a drawing to FSTL showing the overall dimensions of the test vehicle, all locations in the vehicle of the seats to be tested, the locations of any structural tie downs and lift points for the vehicle, and the turning radius, if the vehicle is drivable

When will the test fixture be sent?

09/09/2013

When will the test fixture arrive?

09/09/2013

What carrier will deliver the test fixture?

Testing Agency Performing Work:

Freedman Seat Test lab

Testing Agency Address:

4545 W Augusta Blvd.

Contact Person:

Ted Kolar / Dave O'Malley

Telephone:

773-524-2440

E-mail:

fsl@freedmanseat.com

Manufacturer of Item to be Tested:

Attach an assembly drawing and include the assembly drawing number, if available. If no drawing exists, include a sketch describing the assembly. List the fastener types (bolts, washers, and nuts) and sizes, torque values, as well as specific amounts and locations to be used. Include wall and floor reinforcements. Instructions for the specific mounting configuration to the test fixture must also be included [a drawing or sketch is preferred].

Production Model Artifact:

☒ Yes ☐ No

Production Built Artifact:

☒ Yes ☐ No

FSTL
4545 W. Augusta Blvd.
Chicago, IL 60651

Item to be tested is a:

- ☐ Finished Assembly - the artifact is a complete upholstered seat
- ☐ Unfinished Assembly - seat frame and base frame assembly without foam or cover
- ☒ Weldment - the artifact is a complete welded piece without other attachments
- ☐ Other - describe

The test fixture is a:

- ☐ Complete New Vehicle
- ☐ Complete Used Vehicle
- ☒ Full Scale Vehicle Body Section
- ☐ Reduced Scale Vehicle Body Section
- ☐ Other - describe

Reason for Test:

Customer Please Note: You are responsible for all shipping and scrap charges for the test vehicle. Test vehicles shall be ready to test before arriving at FSTL. If more than minor modifications are to be made to a test vehicle, FSTL shall perform said modifications at the prevailing hourly rate, plus materials, including but not limited to any assembly, welding, reinforcement, hardware, or supplies. Hardware used to attach the seats to the test platform

- ☒ Shall be provided by customer ☐ As specified by the customer.

General Understanding of Tests. Tests are destructive and may damage the test vehicle structure, likely rendering the test vehicle unusable.

Customer Monitoring of Test: FSTL shall afford you or your designated representative reasonable access to relevant areas of the laboratory for the witnessing of this testing. However, FSTL may restrict the viewing of certain items in these areas in order to maintain the confidentiality of other customers. Will Monitor Testing?

☐ Yes ☒ No

This section is to be filled out by FSTL personnel. Work Order Number: 1310C

Scheduled Completion Date: 11/8/13

Date Request Received:

10/9/13

Received By:

D. O'Malley

Date Request Reviewed:

10/9/13

Reviewed By:

D. O'Malley

Upon reviewing availability of resources and testing capabilities, FSTL is capable of performing this test as requested:

- ☒ Yes ☐ No

If not, then the reason being:

N/A

This Test Request shall be performed by a competent subcontractor (ISO/IEC 17025 Accredited when Required)

Name of Subcontractor:

N/A

Chosen By:

☐ FSTL ☐ Customer ☒ n/a

If chosen by FSTL, the reason being:

- ☐ Unforeseen Reason ☐ Continuing Basis/Arrangement ☒ n/a

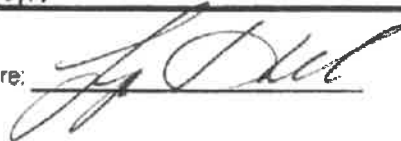
Upon receiving a copy of this Review the Customer has been notified in writing of the Testing being Subcontracted:

Date Reviewed Request was Submitted to Customer:

10/9/13

☐ Yes ☐ No ☒ n/a

Customer review signature:



Date:

10/09/13

Test Setup Review Checklist

FSTL

4545 W. Augusta Blvd.

Chicago, IL 60651

Chicago, IL 6	
OK	DOES NOT APPLY
✓	Artifact is built to print [welds, gussets, brackets, accessories, etc.]
✓	Artifact has correct fasteners, torques, and fastener engagement.
✓	The correct fasteners and their quantity/location are used to connect the artifact to the test platform or vehicle section.
✓	The artifact is adjusted correctly and engaged [back angle, pedestal height, slide track position, etc.]
✓	Testing fixtures placed correctly. [body and shoulder blocks, SFAD, pushing bars, belt routing, etc.]
✓	Artifact is setup according to supplied setup drawings.
✓	The target loads and holding times are correct.
✓	The ramp rates are correct.
✓	The angles of force application are correct.
✓	The target accelerations, peak to peak displacement, frequencies, time duration, etc. are correct
[specific to Vibration tests]	

Additional Notes: _____ M^{hr}

NOTE : Please provide test lab personnel with specific location[s] to include photographs.

By my signature, I have reviewed the seat assembly to be tested and the test parameters, and find them to be correct. Correcting information gathered on FSTL Records requires the originator to correct the error by lining out the error, provide the correction, and then initial and date the correction.

Seat Designer/Project Engineer Matt Date: 10/17/03

FSTL Personnel D. E. Mally Date: 10/17/13

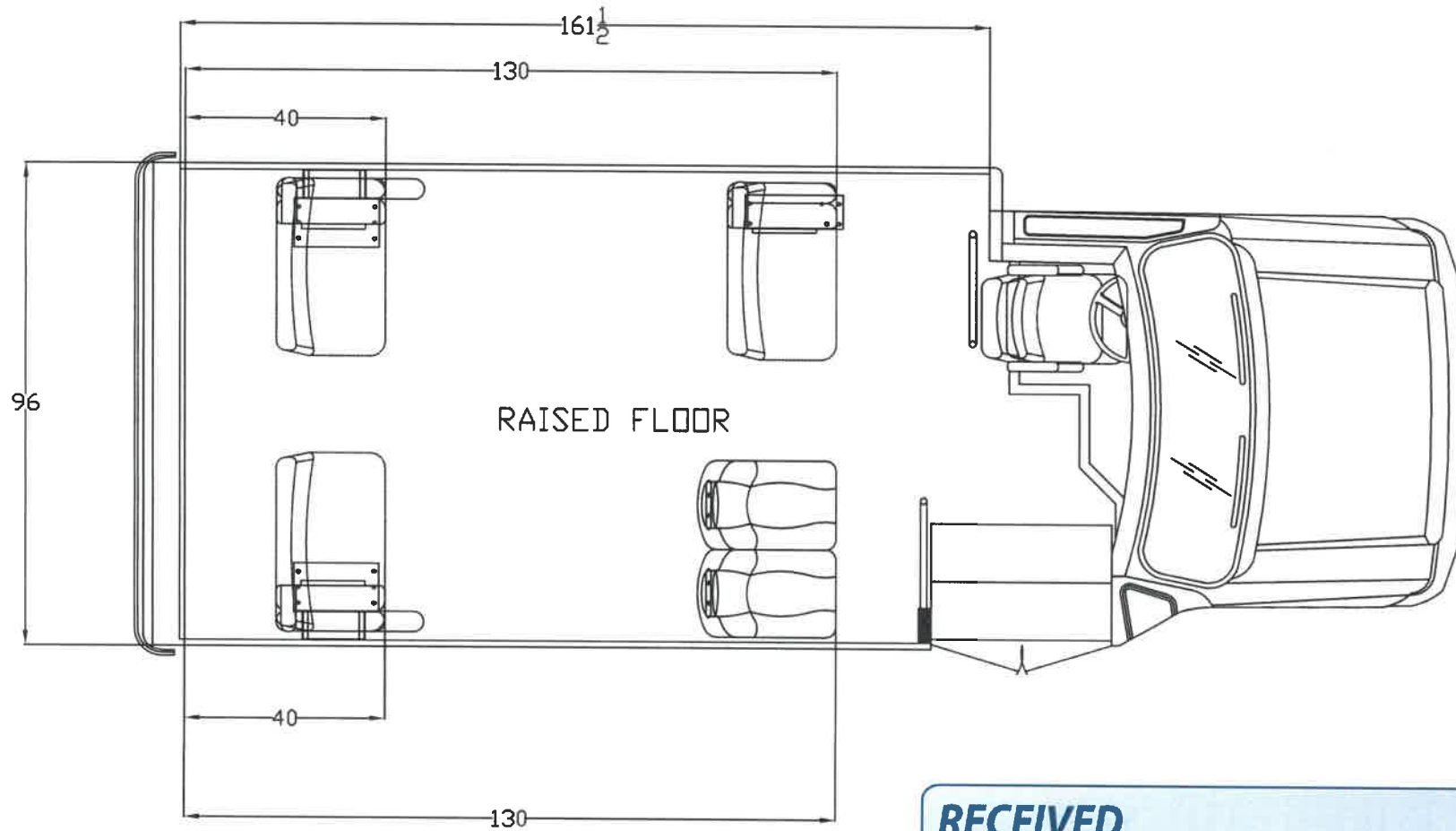
Note: Tests will not be conducted without a copy of this form signed, dated, and completed by the designated seat designer or project engineer.

Test Performed By: Michelle Date: 10/11/13

Test Witnessed By: MA Date: MA

Work Order No.: 13106

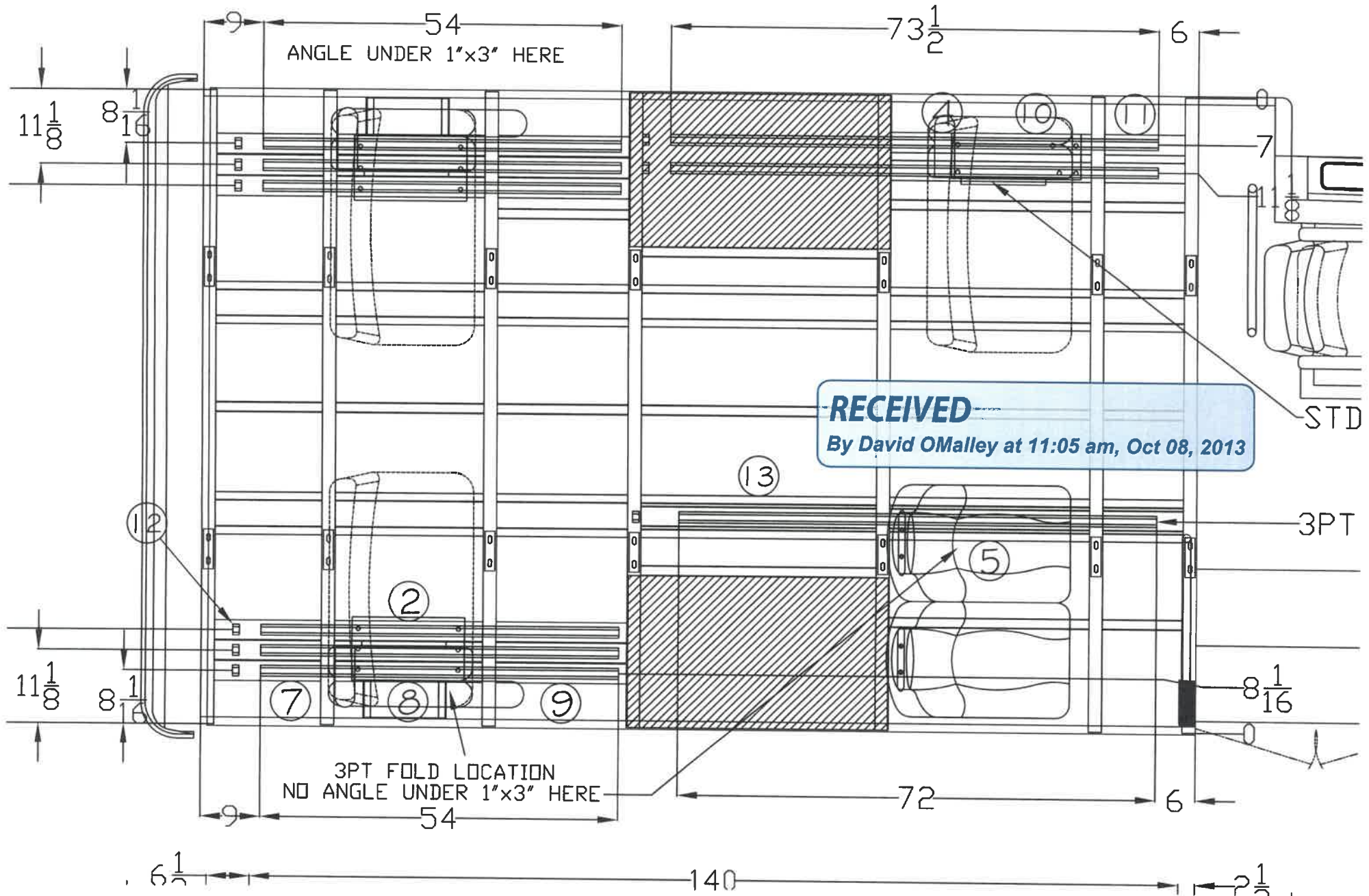
Post test option: Simplified Test Report : Yes ☐ No ☐ n/a ☒

**RECEIVED**

By David OMalley at 11:05 am, Oct 08, 2013

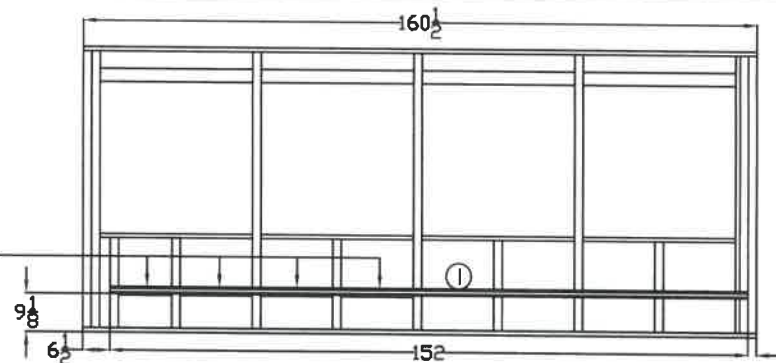
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REV.	LEV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.	TOLERANCE UNLESS OTHERWISE SPECIFIED		DATE: 06/17/13	NAME: MKLINE	TITLE: FOLDAWAYS MOUNTED IN SEAT TRACK TEST BUCK
							WOOD	OTHER			
							± 1/8"	± 1/16"			
							± 1°	± 1/2°			
							STARCRRAFT BUS <small>a division of Forest River, Inc.</small>				
							DWG. No. 84080 TEST BUCK SEAT TRACK FOLDS				

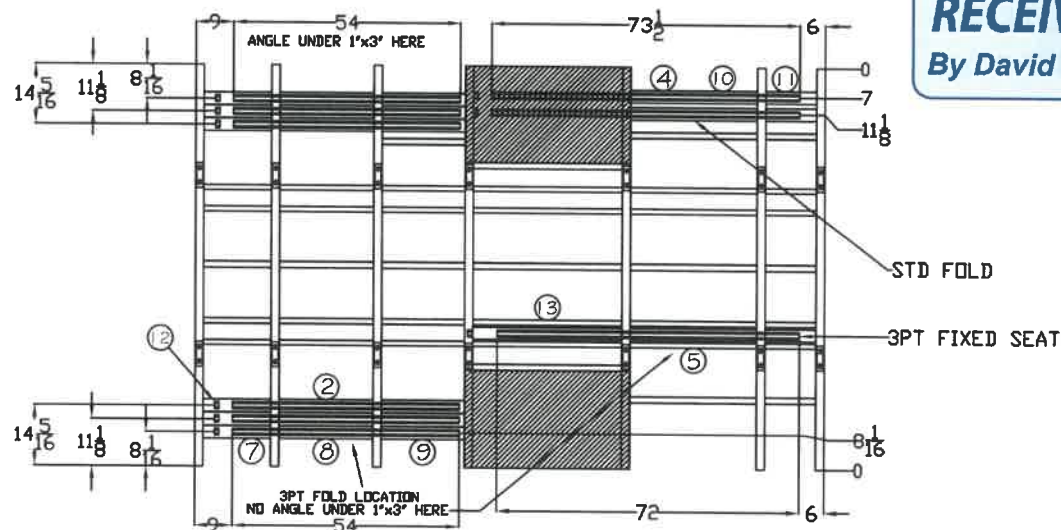
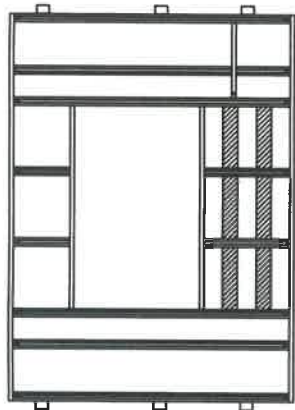




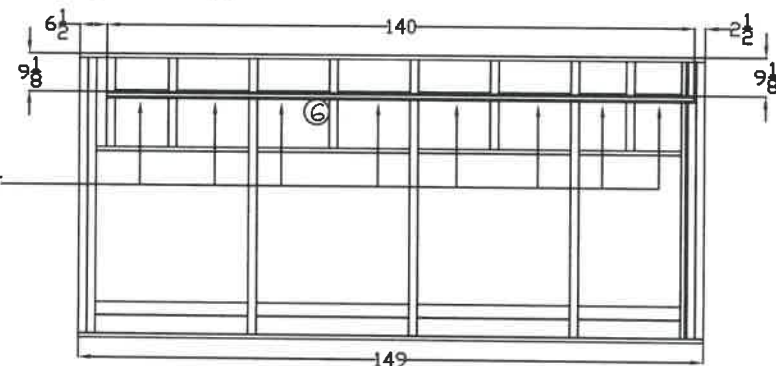
TUBE BEHIND SEAT TRACK FOR 3PT

**RECEIVED**

By David OMalley at 11:05 am, Oct 08, 2013



1' x 2' TUBE BEHIND SEAT TRACK FOR 3PT



13	1	TUBE: 11 ga. 1" x 3" x 35-1/2" Lg.
12	6	SEAT TRACK: 1" Lg.
11	3	TUBE: 11 ga. 1" x 3" x 12-1/8" Lg.
10	3	TUBE: 11 ga. 1" x 3" x 30-1/8" Lg.
9	5	TUBE: 11 ga. 1" x 3" x 19-3/4" Lg.
8	5	TUBE: 11 ga. 1" x 3" x 22-3/8" Lg.
7	5	TUBE: 11 ga. 1" x 3" x 16-1/8" Lg.
6	1	SEAT TRACK: 140" Lg.
5	1	SEAT TRACK: 72" Lg.
4	2	SEAT TRACK: 136" Lg.
3	2	SEAT TRACK: 26" Lg.
2	3	SEAT TRACK: 54" Lg.
1	1	SEAT TRACK: 152" Lg.

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REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.

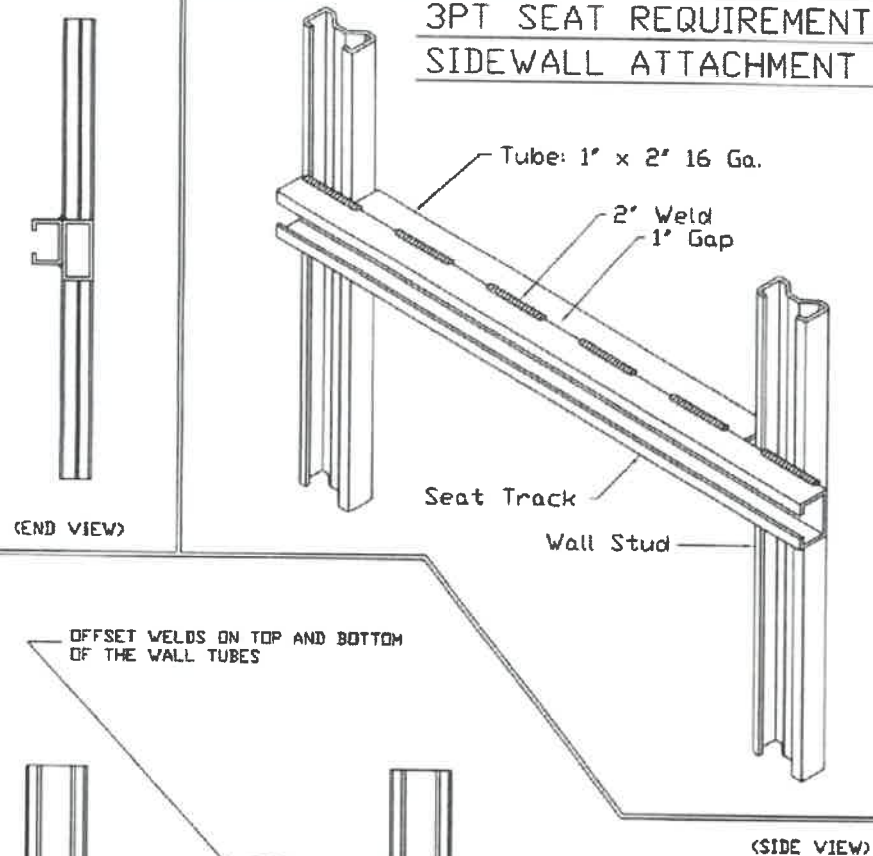
TOLERANCE UNLESS OTHERWISE SPECIFIED

WOOD	OTHER
± 1/8"	± 1/16"
± 1"	± 1/2"

STARCRRAFT BUS
 a division of Forest River, Inc.

DATE: 08/15/13 TITLE: FOLDAWAYS MOUNTED IN SEAT TRACK & 3PT TEST BUCK
 NAME: MKLINE
 DWG. No. 84080 TEST BUCK SEAT TRACK FOLDS 2 OF 2

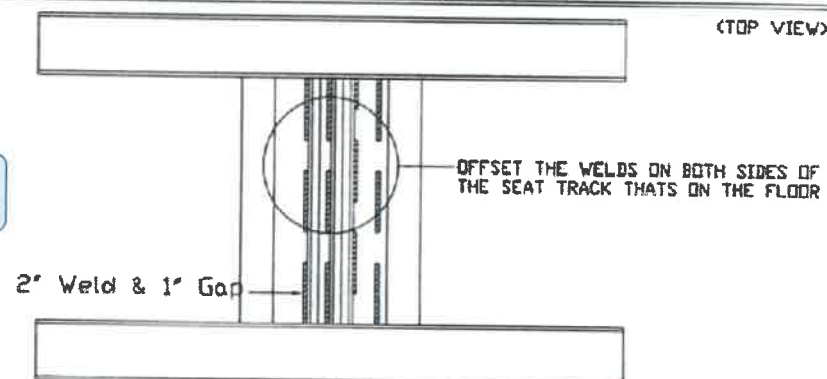
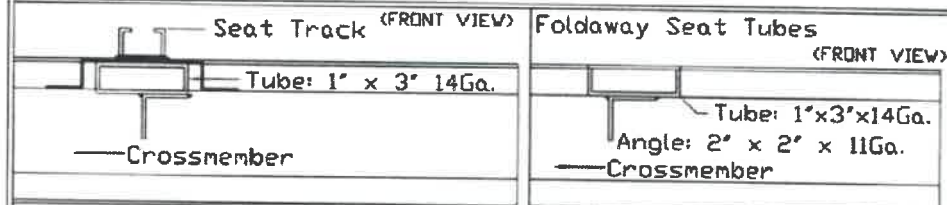
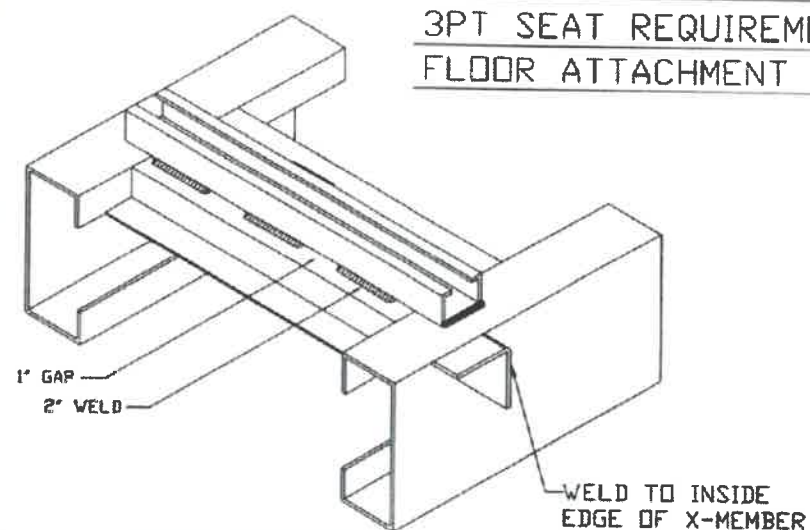
3PT SEAT REQUIREMENTS SIDEWALL ATTACHMENT



RECEIVED

By David O'Malley at 11:05 am, Oct 08, 2013

3PT SEAT REQUIREMENTS FLOOR ATTACHMENT



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REV	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					



STARCRAFT BUS

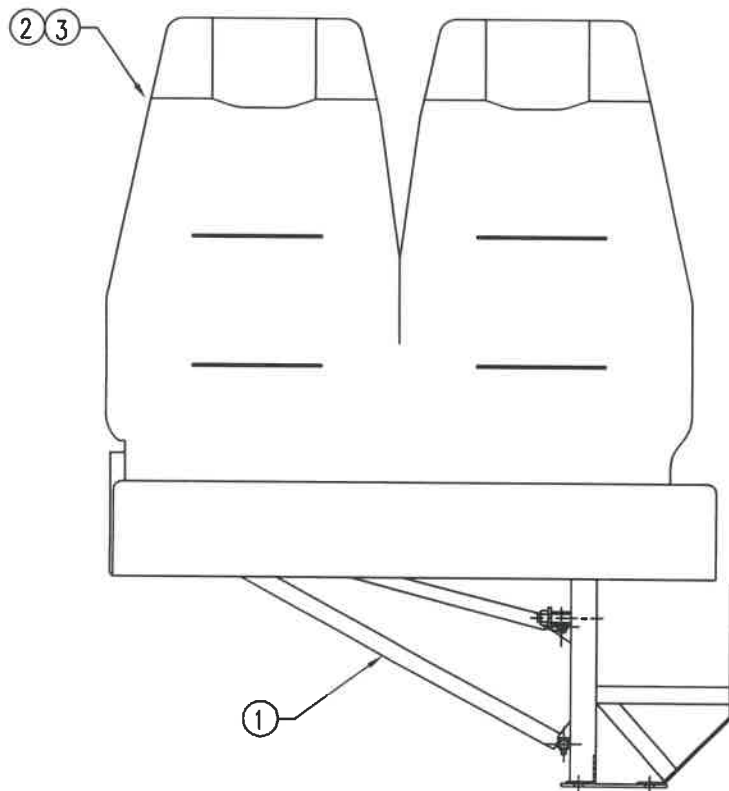
TOLERANCE UNLESS OTHERWISE SPECIFIED	DATE: 08/15/13	TITLE
±.00 ±.030	DFTSN: MDK	3 POINT SEAT REINFORCEMENT 2012 STYLE CUT N BUTT
±.000 ±.015	CHKD:	DWG No. 84080 SPECIAL 3PT DWG
±.0000 ±.005	APRVD:	DISK No. SHEET 2 OF 2

32297

Work Order No.: 1310C

NOT TO BE USED, DISCLOSED OR REPRODUCED WITHOUT PERMISSION.
PROPERTY OF THE FREEDMAN SEATING COMPANY.**RECEIVED**

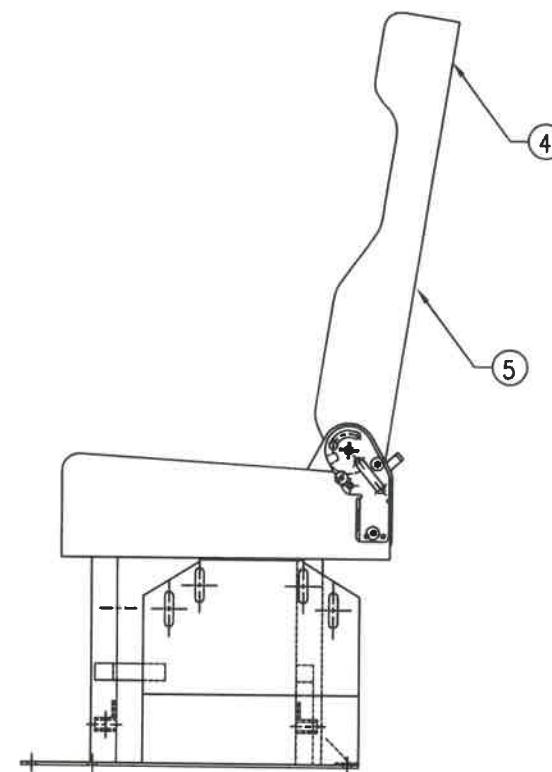
By David OMalley at 10:07 am, Oct 17, 2013



ITEM	QTY	PART #	DESCRIPTION
1	1	32187	ASSY, AM2 FOLDAWAY, 2PL, SS
2	1	31238	WELDMENT, FOLDAWAY, HI BACK, BV
3	1	31517	ASSY, FOAM, HI BACK, FRONT FACE, BV
4	1	31398	FOAM, HEADREST, REAR FACE, FOLDAWAY, HI BACK
5	1	31519	FOAM, NOTCH BACK, REAR FACE, BV

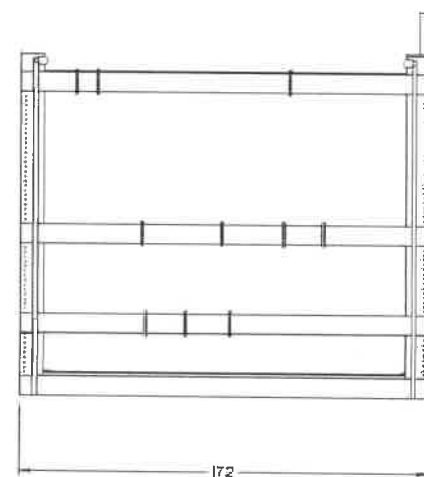
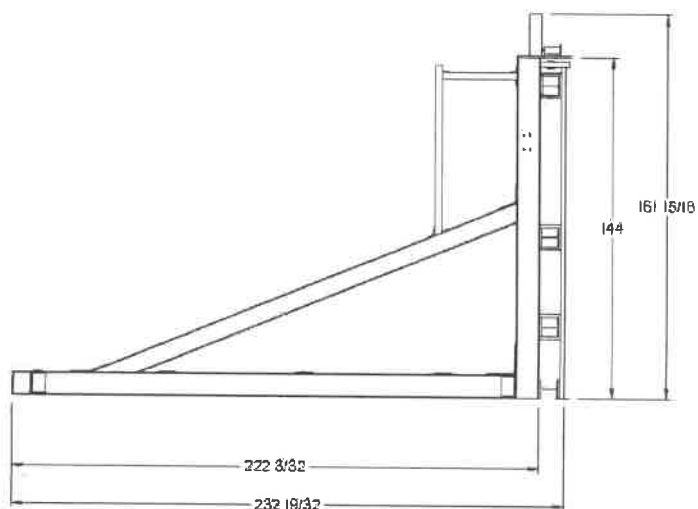
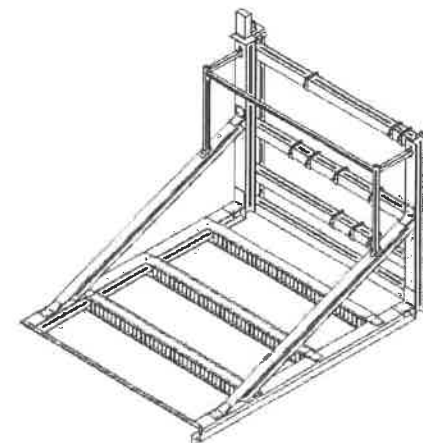
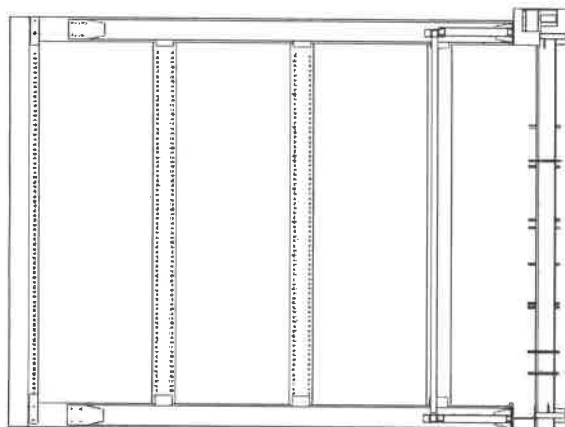
Page 14 of 21

- NOTE(S) 1) USE DWG. OF ASSY. 32187 AS REF. FOR ASSY 32297,
 2) REPLACE SEAT BACK WLDMNT (31313) ON ITEM 1, 32297,
 WITH ITEM #2.
 3) REPLACE SEAT BACK FOAM (31462) ON ITEM 7, 32297,
 WITH ITEM #3.
 4) REPLACE REAR FACE FOAM (31465) ON ITEM 8, 32297,
 WITH ITEM #4 AND #5.



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NOT TO BE USED, DISCLOSED OR REPRODUCED WITHOUT PERMISSION
PROPERTY OF FREEDMAN SEATING COMPANY



Tolerances Unless Otherwise Specified:
Fractional: ± 0.02 "
Decimal: ± 0.02 "
Angular: ± 1 Degree
Unspecified Radii are 1/8"

PL-02			
DATE: 11/11/11	BY: J. L. JONES	REV: 01	1 of 1
NOT TO SCALE			



American Association for Laboratory Accreditation

Accredited Laboratory

A2LA has accredited

FSTL

Chicago, IL

for technical competence in the field of

Mechanical Testing

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005 *General Requirements for the Competence of Testing and Calibration Laboratories*. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated 8 January 2009).

Presented this 24th day of May 2013.



A handwritten signature in black ink, appearing to read "Peter Meyer".

President & CEO
For the Accreditation Council
Certificate Number 2324.01
Valid to June 30, 2015

For the tests to which this accreditation applies, please refer to the laboratory's Mechanical Scope of Accreditation.

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

FSTL
4545 W. Augusta Blvd.
Chicago, IL 60625
Dave Klopp (773) 524 2440

MECHANICAL

Valid To: June 30, 2015

Certificate Number: 2324.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory to perform the following tests on transportation seating products:

<u>Test</u>	<u>Test Methods</u>
Seating Systems*: Tension (0 to 9000) pounds	FMVSS 571.207; CMVSS 207; FSTL Tension Test Procedures LP03, LP25, LP28
Seat Belt Assembly Anchorages*: Tension (0 to 9000) pounds	FMVSS 571.210; CMVSS 210; FSTL Tension Test Procedures LP03, LP25, LP28
Child Restraint Anchorage Systems*: Tension (0 to 9000) pounds	FMVSS 571.225; CMVSS 210.1, 210.2; FSTL Tension Test Procedures LP03, LP25, LP28
School Bus Passenger Seating and Crash Protection*: Tension (0 to 9000) pounds Compression (0 to 5000) pounds Displacement (0 to 36) inches Seat performance forward and rearward. Seat cushion latching and retention. Quasi-static test of compartmentalization and Type 2 seat belt performance.	FMVSS 571.222; CMVSS 222
Compression*: (0 to 5000) lbs	FSTL Compression Test Procedures LP04, LP23, LP25, LP28

<u>Test</u>	<u>Test Methods</u>
Cyclic Fatigue*: (100 ± 250) pounds (0 ± 12) inches (0 ± 10) hertz	FSTL Fatigue Test Procedures LP02, LP24
Displacement*: (0 to 36) inches	FSTL Displacement Test Procedures LP01
Vibration (Hydraulic Single Axis)*: (0 ± 3) inches (0 ± 10) hertz (0 ± 30) g	FSTL Vibration Test Procedures LP29, LP30, LP31
Devices for Use in Defining and Measuring Vehicle Seating Accommodation – Hpoint: Displacement (0 to 36) inches	SAE J826 (November 2008)

**Also using similar test methods based on the parameters listed above.*

Certificate Of Calibration

Equipment Calibration was performed at the address below for

FSTL

4545 W. AUGUSTA BLVD.

CHICAGO, IL 60651-

Date of Calibration

Wednesday, August 07, 2013

Calibration Performed By

Cal-Rite Corporation, Naperville, IL



Certificate # 866.01
Calibration

Machine Profile

Customer #: LC-002

Manufacturer:	RICE LAKE	Capacity:	9000	Next Calibration:	07-Feb-2014
Model:	RL20001-T10-15K	Serial #:	Y51758-T	Temp/Humidity:	82.1 F/58.3%

Language: Lbs

Force Calibration Result Accuracy 0.5 %

Range	Verified Range Force	Uncertainty %	Maximum Error %
9000.000	1000.000 - 9000.000	0.30	0.19

CAL-RITE CORPORATION HAS CALIBRATED THE TESTING EQUIPMENT DESCRIBED ABOVE IN ACCORDANCE WITH THE LATEST SPECIFICATIONS (10-CFR-21, ISO/IEC 17025 AND ISO 10012-1 AND MIL-STD 45662A). ALL VERIFICATION DEVICES CALIBRATED IN ACCORDANCE WITH ASTM-E74 PRACTICES AND ARE TRACEABLE TO NIST. THIS CERTIFICATE RELATES ONLY TO THE ITEMS CALIBRATED.

THE UNCERTAINTY OF THE CALIBRATION PROCESS WAS ESTIMATED AT THE 95% CONFIDENCE LEVEL (K=2).
THE EQUIPMENT LISTED ABOVE HAS MET ALL APPLICABLE CLAUSES OF THE GOVERNING SPECIFICATION UNLESS NOTED BELOW.

- | | |
|---|---|
| <input type="checkbox"/> 10.1 Lower Limit below 200X Resolution | <input type="checkbox"/> 10.5 Does not return to zero in 30 seconds |
| <input type="checkbox"/> 10.3 Less than 5 readings taken below 10% FS | <input type="checkbox"/> 18.3 Does not meet +/- 1 % accuracy requirement. |

Specification: ASTM E 4-10

QMS Revision: 01-13

Service Comments: Inspected load cell. Performed a calibration procedure in accordance with ASTM specifications from 1,000 Lbs to 9,000 Lbs in tension. All readings were within the established 0.5% tolerance and repeatable. Unit is in good working condition at this time.

As Found Condition: In Tolerance

8/26/2013

Service Order #: 13317 - 25

SERVICE ENGINEER

DATE

As a mutual protection to the purchaser, the public, and ourselves, all Cal-Rite calibration reports are submitted as the confidential property of the purchaser, and any authorization for publication of statements, conclusions, or extractions from or regarding our reports is reserved pending our prior written approval.

Certificate Of Calibration

Equipment Calibration was performed at the address below for

FSTL

4545 W. AUGUSTA BLVD.

CHICAGO, IL 60651-



Date of Calibration

Wednesday, August 07, 2013

Calibration Performed By

Cal-Rite Corporation, Naperville, IL



Certificate # 866.01
Calibration

Machine Profile

Customer # : LC-003

Manufacturer: RICE LAKE	Capacity: 2000	Next Calibration: 07-Feb-2014
Model: RL20001-T10-15K	Serial #: Y68886-T-L	Temp/Humidity: 80.8 F/63.2%

Language: Lbs

Force Calibration Result Accuracy 0.5 %

Range	Verified Range Force	Uncertainty %	Maximum Error %
2000.000	200.000 - 2000.000	0.30	0.13

CAL-RITE CORPORATION HAS CALIBRATED THE TESTING EQUIPMENT DESCRIBED ABOVE IN ACCORDANCE WITH THE LATEST SPECIFICATIONS (10-CFR-11, ISO/IEC 17025 AND ISO 10012-1 AND MIL-STD 45662A). ALL VERIFICATION DEVICES CALIBRATED IN ACCORDANCE WITH ASTM-E74 PRACTICES AND ARE TRACEABLE TO NIST. THIS CERTIFICATE RELATES ONLY TO THE ITEMS CALIBRATED.

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THE EQUIPMENT LISTED ABOVE HAS MET ALL APPLICABLE CLAUSES OF THE GOVERNING SPECIFICATION UNLESS NOTED BELOW.

- | | |
|---|---|
| <input type="checkbox"/> 10.1 Lower Limit below 200X Resolution | <input type="checkbox"/> 10.5 Does not return to zero in 30 seconds |
| <input type="checkbox"/> 10.3 Less than 5 readings taken below 10% FS | <input type="checkbox"/> 18.3 Does not meet +/- 1 % accuracy requirement. |

Specification: ASTM E 4-10

QMS Revision: 01-13

Service Comments: Inspected load cell. Performed a calibration procedure in accordance with ASTM specifications from 200 Lbs to 2,000 Lbs in tension. All readings were within the established 0.5% tolerance and repeatable. Unit is in good working condition at this time.

As Found Condition: In Tolerance

8/26/2013

Service Order #: 13317 - 24

SERVICE ENGINEER

DATE

As a mutual protection to the purchaser, the public, and ourselves, all Cal-Rite calibration reports are submitted as the confidential property of the purchaser, and any authorization for publication of statements, conclusions, or extractions from or regarding our reports is reserved pending our prior written approval.

Certificate Of Calibration

Equipment Calibration was performed at the address below for

FSTL
4545 W. AUGUSTA BLVD.
CHICAGO, IL 60651-



Date of Calibration
Wednesday, August 07, 2013

Calibration Performed By
Cal-Rite Corporation, Naperville, IL



Machine Profile

Customer #: LC-008

Manufacturer:	RICE LAKE	Capacity:	9000	Next Calibration:	07-Feb-2014
Model:	RL20001-T10-15K	Serial #:	21062367-T	Temp/Humidity:	79.9 F/61.2%

Language: Lbs

Force Calibration Result Accuracy 0.5 %

Range	Verified Range Force	Uncertainty %	Maximum Error %
9000.000	1000.000 - 9000.000	0.30	0.20

CAL-RITE CORPORATION HAS CALIBRATED THE TESTING EQUIPMENT DESCRIBED ABOVE IN ACCORDANCE WITH THE LATEST SPECIFICATIONS (10-CFR-21, ISO/IEC 17025 AND ISO 10012-1 AND MIL-STD 45662A). ALL VERIFICATION DEVICES CALIBRATED IN ACCORDANCE WITH ASTM-E74 PRACTICES AND ARE TRACEABLE TO NIST. THIS CERTIFICATE RELATES ONLY TO THE ITEMS CALIBRATED.

THE UNCERTAINTY OF THE CALIBRATION PROCESS WAS ESTIMATED AT THE 95% CONFIDENCE LEVEL (K=2).
THE EQUIPMENT LISTED ABOVE HAS MET ALL APPLICABLE CLAUSES OF THE GOVERNING SPECIFICATION UNLESS NOTED BELOW.

- | | |
|---|---|
| <input type="checkbox"/> 10.1 Lower Limit below 200X Resolution | <input type="checkbox"/> 10.5 Does not return to zero in 30 seconds |
| <input type="checkbox"/> 10.3 Less than 5 readings taken below 10% FS | <input type="checkbox"/> 18.3 Does not meet +/- 1 % accuracy requirement. |

Specification: ASTM E 4-10

QMS Revision: 01-13

Service Comments: Inspected load cell. Performed a calibration procedure in accordance with ASTM specifications from 1,000 Lbs to 9,000 Lbs in tension. All readings were within the established 0.5% tolerance and repeatable. Unit is in good working condition at this time.

As Found Condition: In Tolerance

8/26/2013

Service Order #: 13317 - 5

SERVICE ENGINEER

DATE

As a mutual protection to the purchaser, the public, and ourselves, all Cal-Rite calibration reports are submitted as the confidential property of the purchaser, and any authorization for publication of statements, conclusions, or extractions from or regarding our reports is reserved pending our prior written approval.



This quote is strictly for pricing purposes. It is your obligation to validate with the body manufacturer that it is a suitable vehicle for their conversion

2020 U6P 3.5L ECOBOOST 156 WB 11000# GVWR KT070 MID-OHIO SMI

Order No: 0001 Priority: J4 Ord FIN: KT070 Order Type: 5B Price Level: 040
 Ord PEP: 501A Cust/Flt Name: SMI PO Number:

		RETAIL	DLR	INV		RETAIL	DLR	INV
U6P	LR CUTAWAY RWD				91B	.WIP ACT HEADLMP		
	156" WHEELBASE				20L	11000# GVWR	NC	NC
YZ	OXFORD WHITE				21J	2W DRV PLZ VNYL		
V	VINYL				41H	ENG BLK HEATER		
K	PALAZZO GRAY				425	50 STATE EMISS	NC	NC
501A	PREF EQUIP PKG				43Q	LED TAILLAMPS		
	.XL TRIM				47S	SHUTTLE BUS PKG		
57B	.MANUAL A/C	NC		NC				
99G	3.5L ECOBOOST							
44U	.10-SPEED TRANS							
TQH	.205/75R16C BSW							
X7L	3.73 LS	NC						
	JOB #2 ORDER							
	FLEET SPCL ADJ	NC						
18L	EXT UPG PKG-DRW	NC		NC				
153	.FRT LICENSE BKT					SP FLT ACCT CR		
63E	.DUAL BATTERIES					FUEL CHARGE		
87E	.AUX FUSE PANEL				B4A	NET INV FLT OPT	NC	
53D	TOW/HAUL WIRING					DEST AND DELIV		
54X	MIRROR DELETE	NC		NC				
55D	FRONT FOG LAMPS							
58T	RADIO PREP PKG	NC		NC				
60X	RT DOOR DELETE ()							
61A	RR CAM PREP KIT							
62A	AUX HEAT PKG							
794	PRICE CONCESSN							
	REMARKS TRAILER							
85D	DUAL-NOTE HORN							
942	DAYTIME LAMPS							
	SP DLR ACCT ADJ							

THIS IS NOT AN INVOICE

B4A NET INV FLT OPT NC

TOTAL

DTL REPORT NUMBER
110250008



Since 1903

DETROIT TESTING LABORATORY, INC.

PREPARED FOR
FLINT HILLS RESOURCES
501 BRUNNER STREET
PERU IL 61354

ATTENTION
DENNIS PANIER

CUSTOMER PURCHASE ORDER NUMBER
PEP10524

REPORT DATE
JUNE 7, 2011

Detroit Testing Laboratory, Inc.
27485 George Merrelli Drive
Warren, Michigan 48092 USA
Phone: 586.754.9000
Fax: 586.754.9045
www.dtl-inc.com

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DTL



DTL Report Number: 110250008
June 7, 2011

REPORTED / APPROVED BY:

DETROIT TESTING LABORATORY, INC.


David Smith, Department Manager
Materials Testing


Timothy R. Geiger, Group Manager
Materials Testing

DS/TRG/bsj

PURPOSE

The purpose of this test report is to present the test results obtained during the performance of a test program. This report includes a brief description of the samples presented for test, a list of the documents presented as test instructions, and a summary of the testing performed and the results obtained. Applicable requirements and conclusions are based on the criteria provided by our client, or as specified in the reference document(s).

WORK REQUESTED / REFERENCE DOCUMENT(s)

Compression (As Received) per ASTM D1621-10
Compression (After Heating) per ASTM D1621-10
Flammability (As Received) per FMVSS 302-98

SAMPLE DESCRIPTION

Eleven foams identified as:

5454 101P25013 1.0 PCF density
5454 101P25013 2.0 PCF density
5454 101P25013 3.0 PCF density
5654 101P15002 1.0 PCF density
5654 101P15002 2.0 PCF density
5654 101P15002 3.0 PCF density
7654 101P17001 1.0 PCF density
7654 101P17001 2.0 PCF density
7654 101P17001 3.0 PCF density
S7454 101P27002S 1.2 PCF density
S7454 101P27002S 2.0 PCF density

SAMPLE CONDITIONING

Prior to testing, the samples were conditioned at 23 °C \pm 2 °C and 50% \pm 5% relative humidity, as applicable.

TESTING PERFORMED

COMPRESSION (AS RECEIVED) PER ASTM D1621-10

Procedure Foam specimens were tested as received. The samples measured three inches wide by three inches long and were one inch thick. The test speed was 2.5mm/min.

Results

Specimen	Compressive strength at 10% strain (MPa)	Compressive strength at 25% strain (MPa)	Compressive strength at 50% strain (MPa)
5454 101P25013 1.0 PCF density	0.0990	0.1240	0.1750
5454 101P25013 2.0 PCF density	0.1900	0.2260	0.2930
5454 101P25013 3.0 PCF density	0.3960	0.4470	0.5470
5654 101P15002 1.0 PCF density	0.0933	0.1150	0.1720
5654 101P15002 2.0 PCF density	0.2360	0.2720	0.3500
5654 101P15002 3.0 PCF density	0.4400	0.4880	0.5910
7654 101P17001 1.0 PCF density	0.0888	0.1110	0.1650
7654 101P17001 2.0 PCF density	0.2580	0.2950	0.3690
7654 101P17001 3.0 PCF density	0.4710	0.5480	0.6830
S7454 101P27002S 1.2 PCF density	0.1390	0.1670	0.2170
S7454 101P27002S 2.0 PCF density	0.2300	0.2700	0.3420

Requirements No specific criteria provided.

Conclusion To be determined by Flint Hills Resources.

COMPRESSION (AFTER HEATING) PER ASTM D1621-10

Procedure Foam specimens were tested after heat aging, 24 hours at 82°C. The samples measured three inches wide by three inches long and were one inch thick. The test speed was 2.5mm/min.

Results

Specimen	Compressive strength at 10% strain (MPa)	Compressive strength at 25% strain (MPa)	Compressive strength at 50% strain (MPa)
5454 101P25013 1.0 PCF density	0.1030	0.1290	0.1820
5454 101P25013 2.0 PCF density	0.2060	0.2440	0.3150
5454 101P25013 3.0 PCF density	0.4200	0.4760	0.5850
5654 101P15002 1.0 PCF density	0.1020	0.1250	0.1850
5654 101P15002 2.0 PCF density	0.2500	0.2920	0.3800
5654 101P15002 3.0 PCF density	0.4480	0.5040	0.6150
7654 101P17001 1.0 PCF density	0.0947	0.1190	0.1730
7654 101P17001 2.0 PCF density	0.2810	0.3220	0.4010
7654 101P17001 3.0 PCF density	0.5020	0.5820	0.7290
S7454 101P27002S 1.2 PCF density	0.1440	0.1720	0.2230
S7454 101P27002S 2.0 PCF density	0.2440	0.2840	0.3610

Requirements No specific criteria provided.

Conclusion To be determined by Flint Hills Resources.

FLAMMABILITY (AS RECEIVED) PER FMVSS 302-98

Results

5454 101P25013 1.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	DNI
2	0	0	DNI
3	0	0	SE
4	0	0	DNI
5	0	0	SE

5454 101P25013 2.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

5454 101P25013 3.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

5654 101P15002 1.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

FLAMMABILITY (AS RECEIVED) PER FMVSS 302-98 CONTINUED

5654 101P15002 2.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

5654 101P15002 3.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

7654 101P17001 1.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	DNI
2	0	0	DNI
3	0	0	SE
4	0	0	SE
5	0	0	DNI

7654 101P17001 2.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

FLAMMABILITY (AS RECEIVED) PER FMVSS 302-98 CONTINUED

7654 101P17001 3.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

S7454 101P27002S 1.2 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	DNI
4	0	0	SE
5	0	0	SE

S7454 101P27002S 2.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	DNI
4	0	0	SE
5	0	0	SE

SE = Self extinguished

DNI = Did not ignite

Requirements Maximum Burn Rate of 102 mm/minute

Conclusion Specimens met the stated requirement.

SAMPLE DISPOSITION

Samples will be retained at Detroit Testing Laboratory, Inc. for 30 days and then disposed of, unless otherwise specified by client.

TEST EQUIPMENT

Detroit Testing Laboratory, Inc.'s calibration system meets the requirements of ISO 17025:2005.

DTL ID	Description	Manufacturer	Model Number	Cal Due
12876	Stop Watch	VWR	62379460	09/11
12190	Thermohumidigraph	Newport Electronics Inc/	CT485B	06/11
08462	Flammability Chamber	Sunspot Products	None	NCR
00850	Oven	Blue M	OV-490A-2	NCR
10890	Hydra Data Bucket	Fluke	2625A	02/12
07570	DIGITAL CALIPERS	Mitutoyo	CD-6" P	06/11
07258	Load Cell	Instron	2518-805	07/11
07095	T/C TEST MACHINE (100 kN)	Instron	4505	07/11

NCR -- No Calibration Required

APPENDICES: Appendix A: Test Data

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 1.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

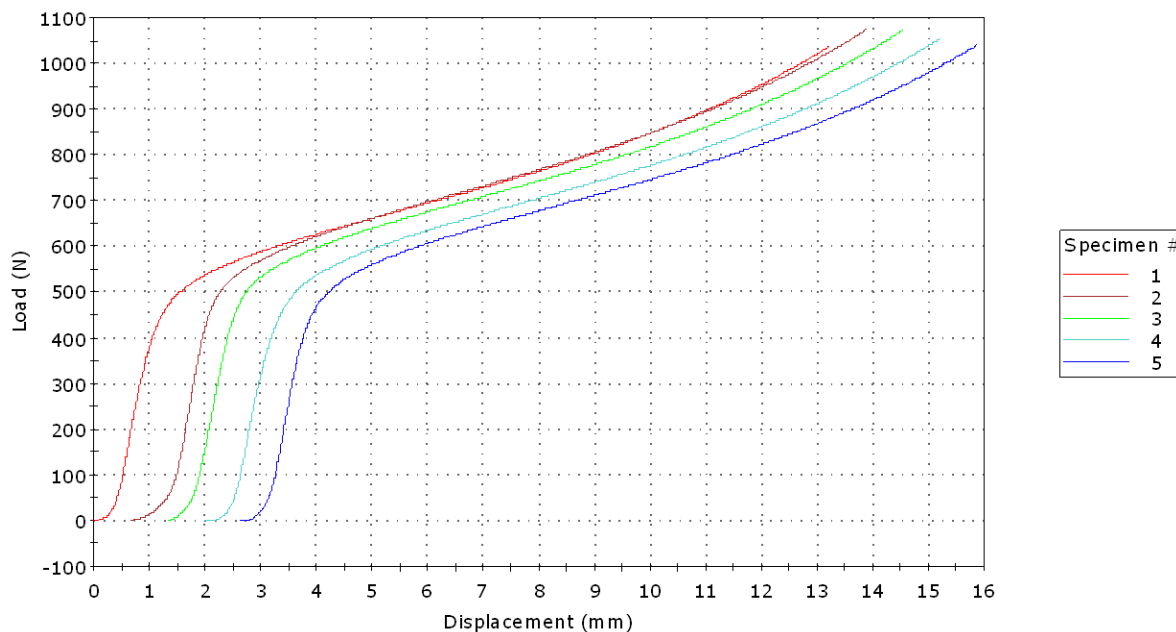
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.0976	0.121	0.172
2	0.100	0.126	0.178
3	0.101	0.126	0.178
4	0.0980	0.123	0.175
5	0.0980	0.122	0.173
Mean	0.0990	0.124	0.175
Std. Dev.	0.00	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 2.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

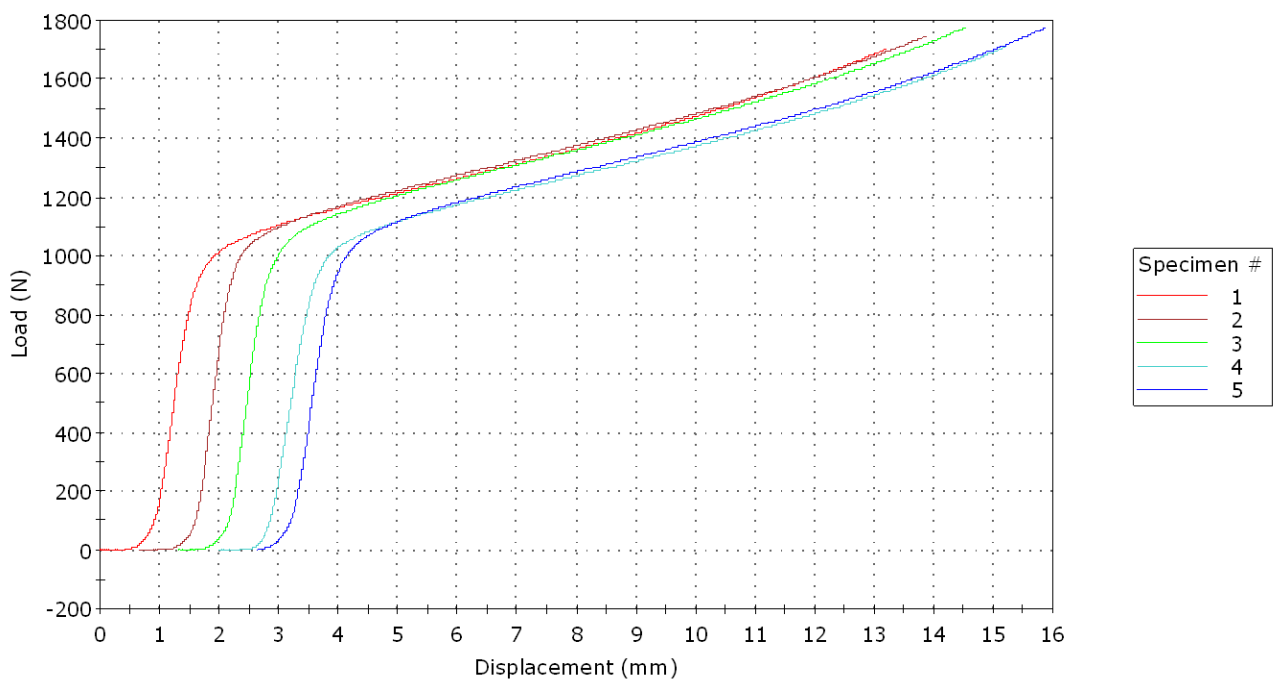
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.184	0.221	0.286
2	0.192	0.228	0.294
3	0.195	0.231	0.298
4	0.186	0.222	0.287
5	0.194	0.230	0.298
Mean	0.190	0.226	0.293
Std. Dev.	0.00	0.00	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 3.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

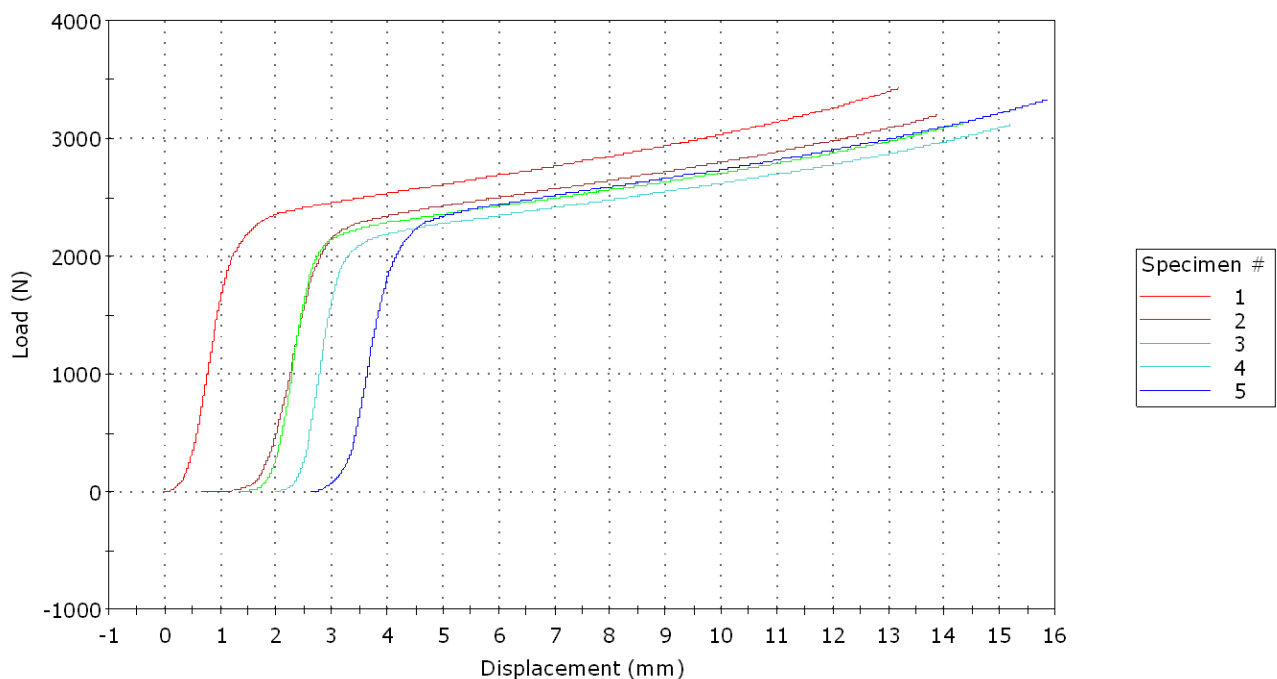
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.416	0.467	0.578
2	0.383	0.443	0.539
3	0.391	0.437	0.532
4	0.386	0.431	0.525
5	0.407	0.458	0.561
Mean	0.396	0.447	0.547
Std. Dev.	0.01	0.02	0.02

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 1.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

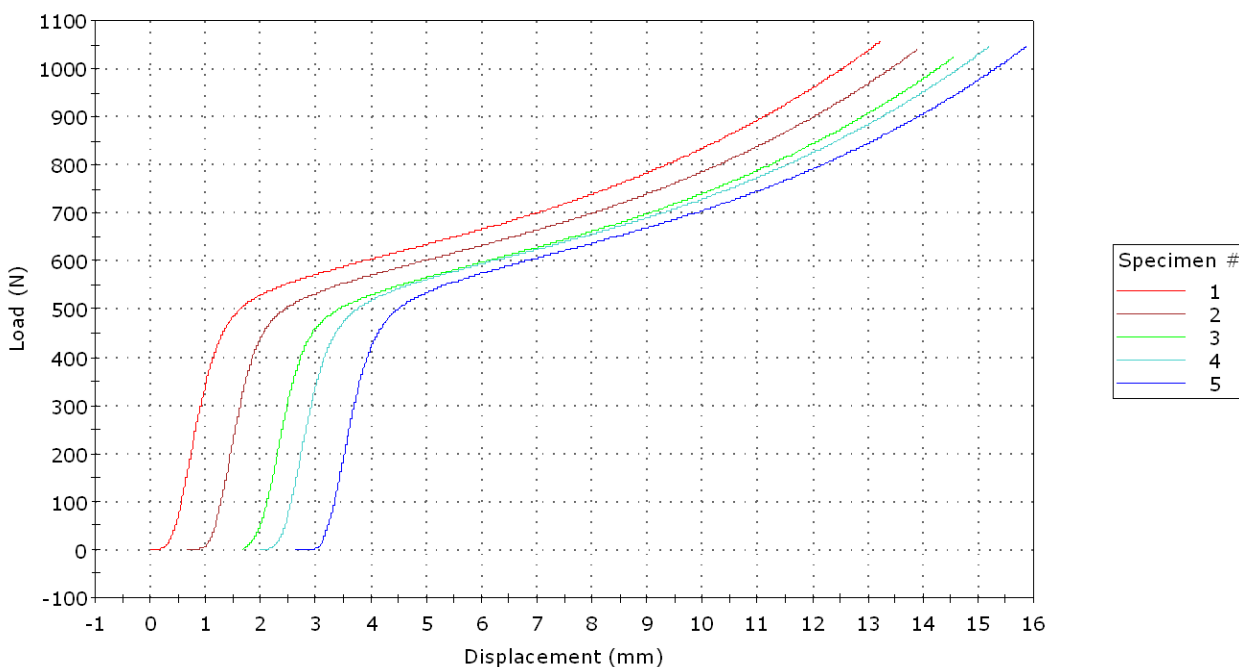
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.0956	0.117	0.174
2	0.0933	0.114	0.172
3	0.0902	0.112	0.169
4	0.0937	0.115	0.173
5	0.0936	0.115	0.173
Mean	0.0933	0.115	0.172
Std. Dev.	0.00	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 2.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

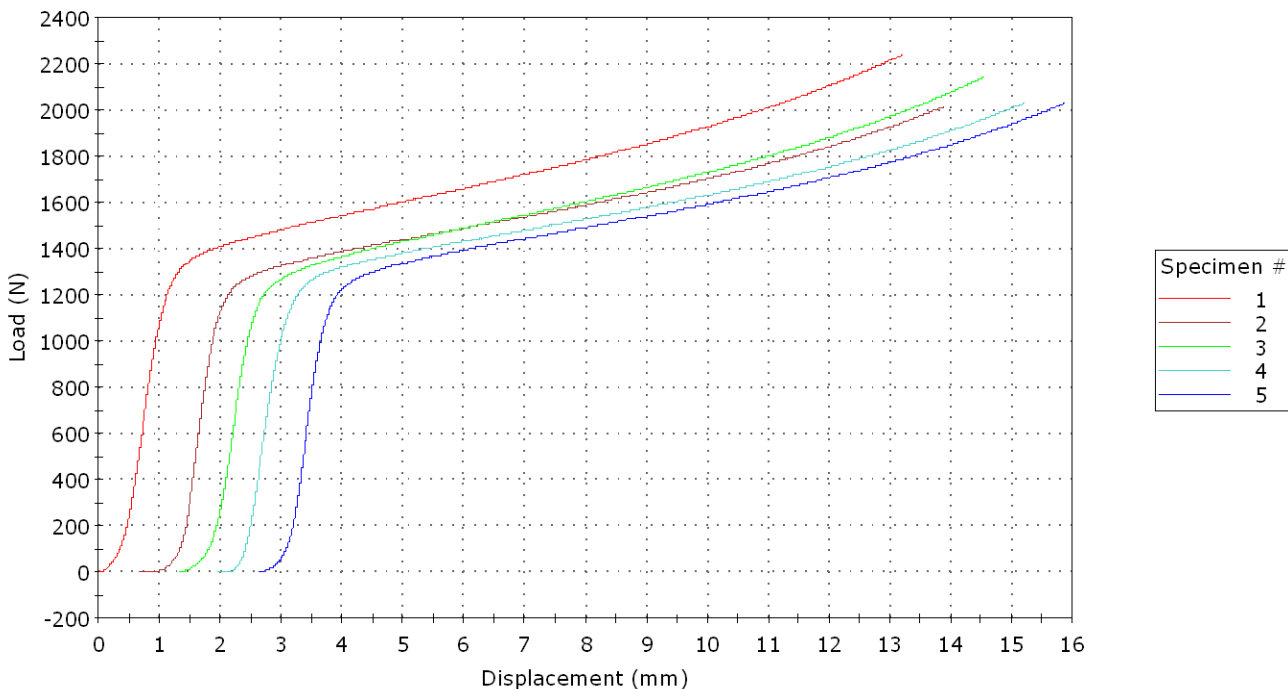
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.250	0.290	0.375
2	0.231	0.265	0.337
3	0.233	0.273	0.358
4	0.233	0.266	0.340
5	0.232	0.265	0.340
Mean	0.236	0.272	0.350
Std. Dev.	0.01	0.01	0.02

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 3.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

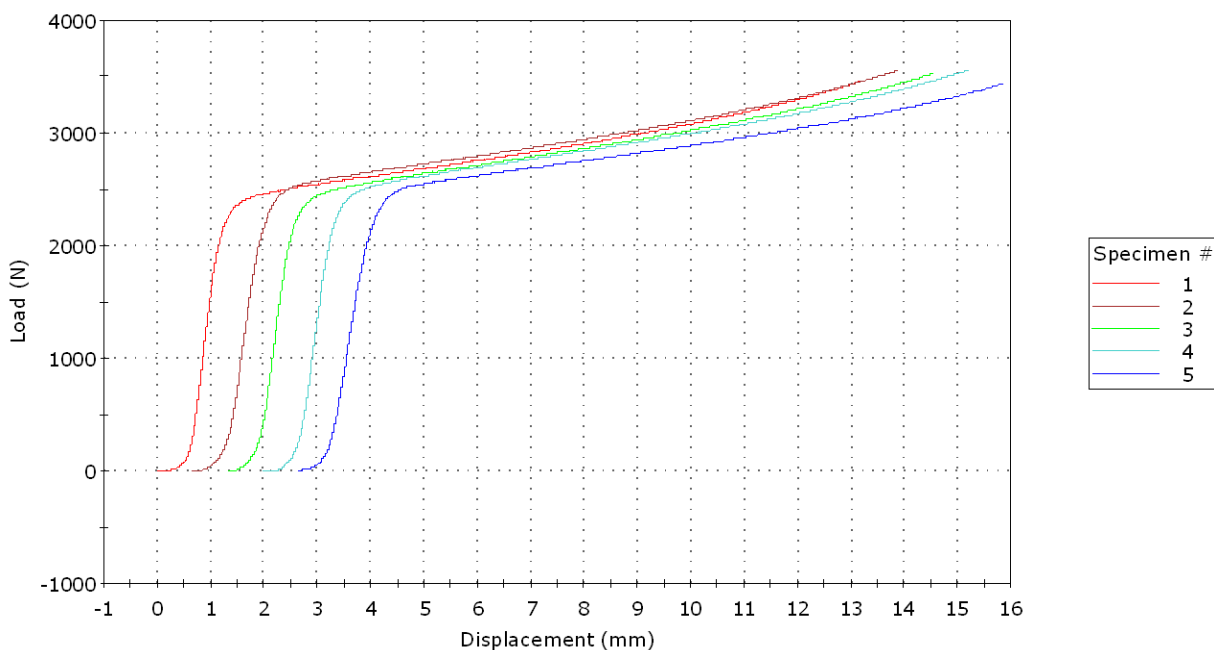
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.432	0.478	0.583
2	0.446	0.494	0.599
3	0.439	0.488	0.594
4	0.444	0.493	0.600
5	0.441	0.485	0.580
Mean	0.440	0.488	0.591
Std. Dev.	0.01	0.01	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 12, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 1.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

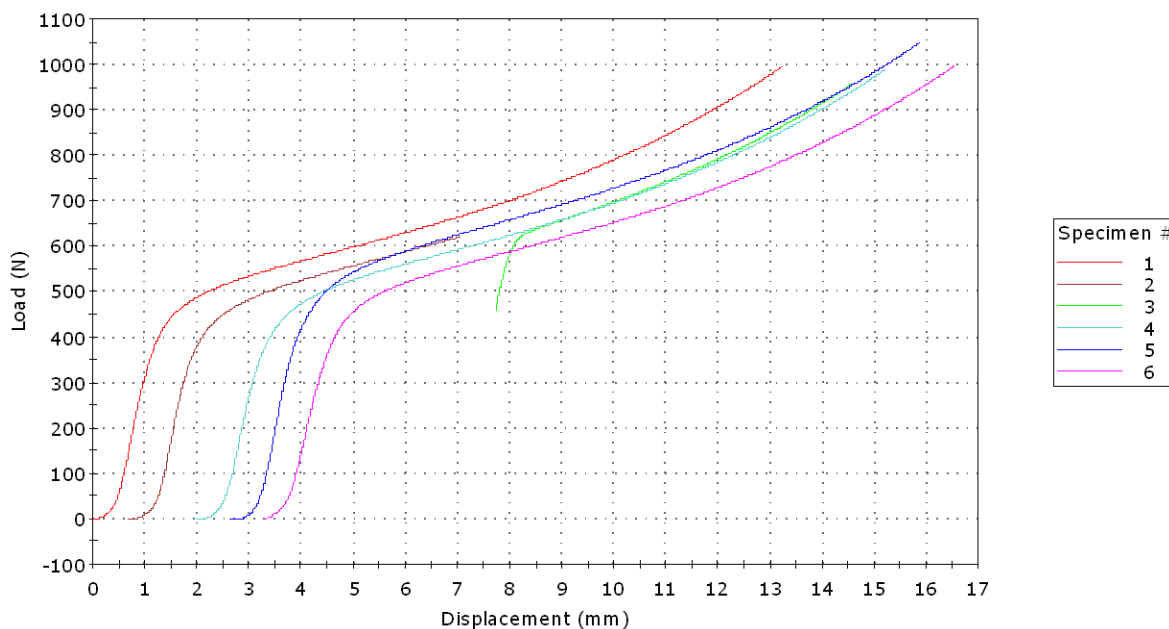
Load frame: 07095

Load cell: 07258

Tests #2 and #3 are for the same specimen.

Graph 1

Specimen 1 to 6



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.0888	0.110	0.164
2	0.0848	0.107	-----
3	-----	-----	0.158
4	0.0870	0.109	0.163
5	0.0953	0.119	0.174
6	0.0883	0.110	0.165
Mean	0.0888	0.111	0.165
Std. Dev.	0.00	0.00	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 12, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 2.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

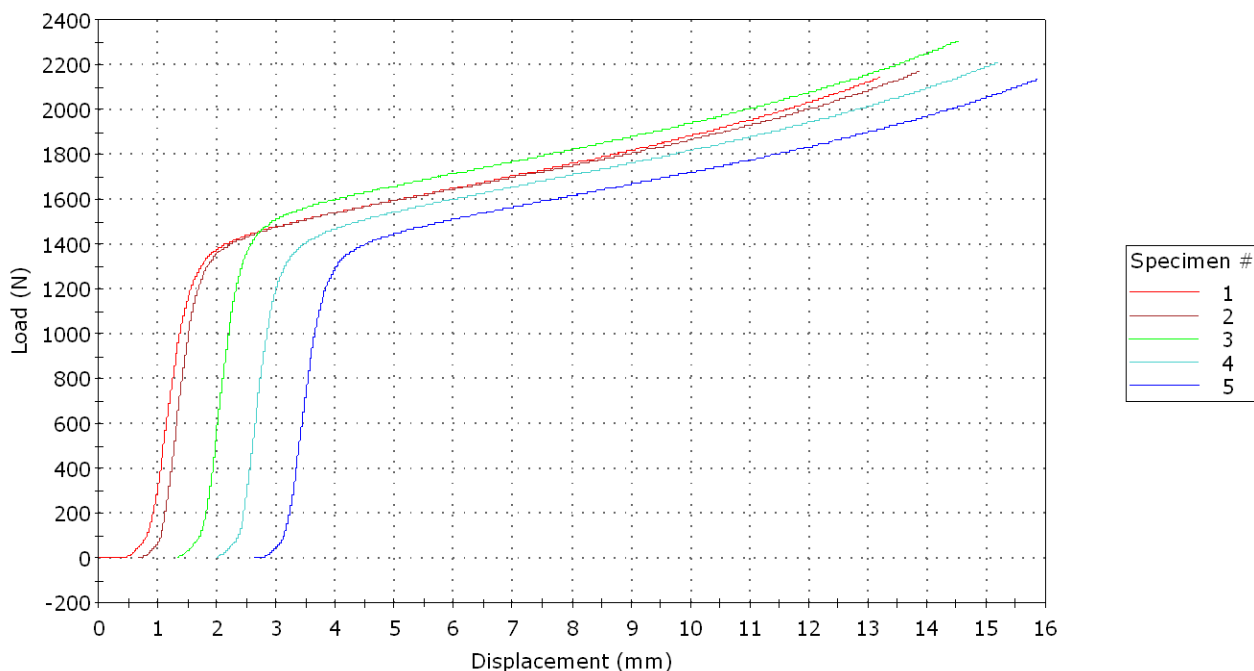
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.248	0.287	0.360
2	0.256	0.292	0.365
3	0.274	0.310	0.388
4	0.260	0.297	0.372
5	0.251	0.287	0.359
Mean	0.258	0.295	0.369
Std. Dev.	0.01	0.01	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 3.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

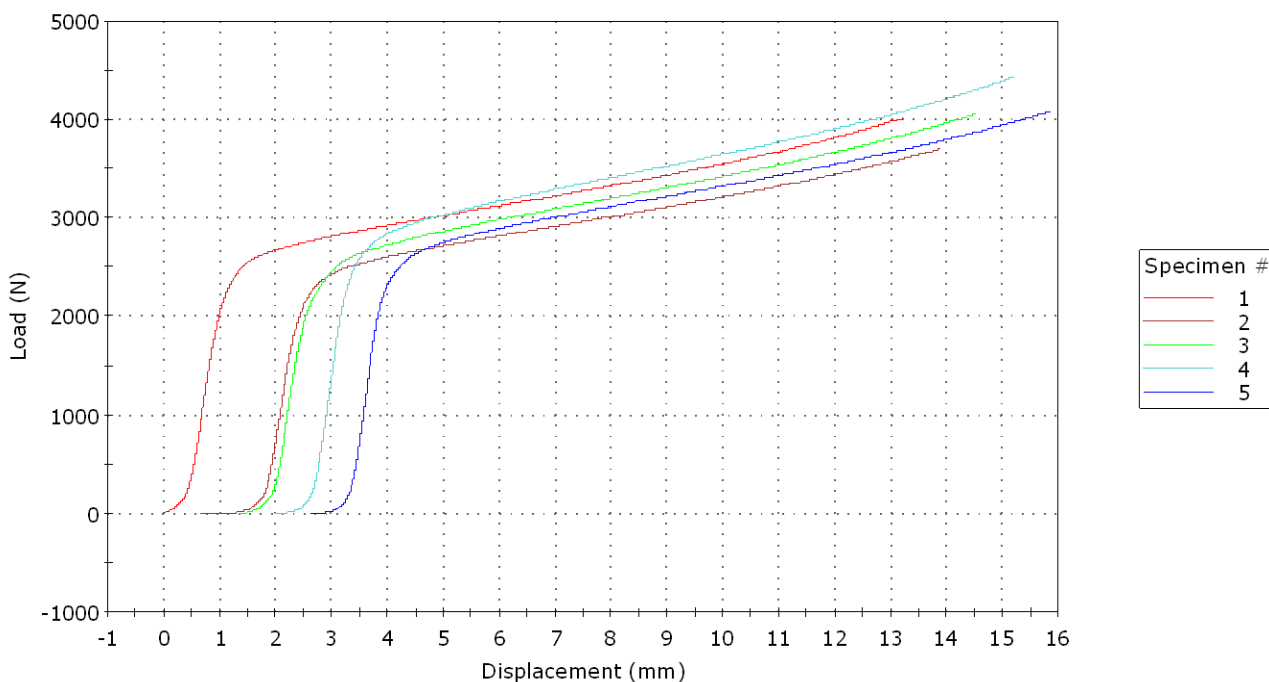
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.475	0.544	0.676
2	0.427	0.503	0.624
3	0.466	0.545	0.683
4	0.509	0.593	0.746
5	0.479	0.554	0.689
Mean	0.471	0.548	0.683
Std. Dev.	0.03	0.03	0.04

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 12, 2011

Tested By: Dave Marlett

Material identification: S7454 101P27002S 1.2 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

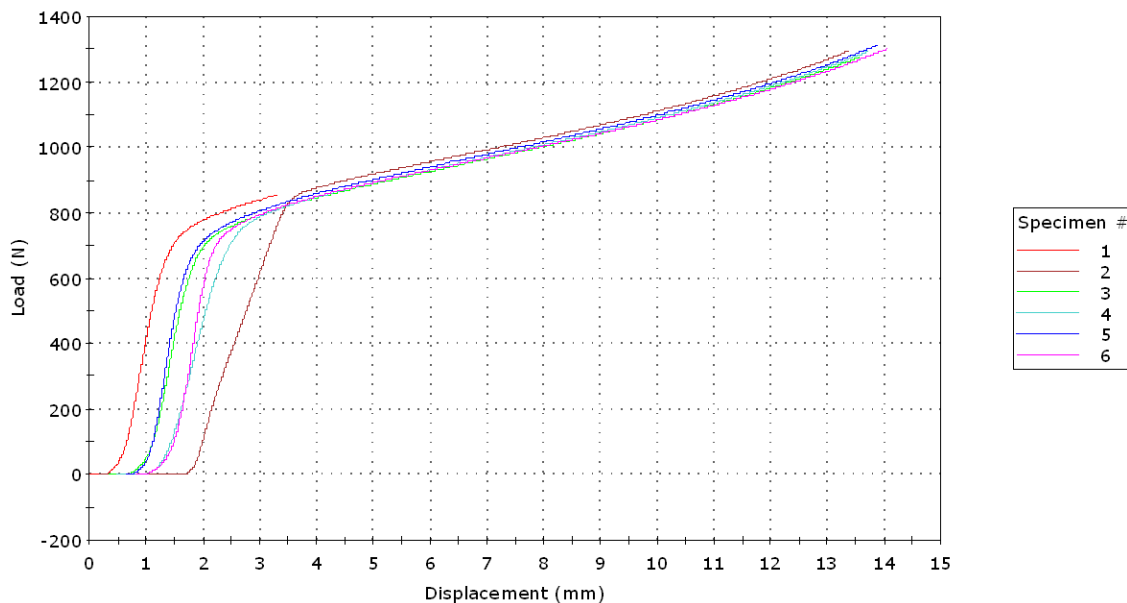
Load frame: 07095

Load cell: 07258

The 10% strain measurement for specimen #1 should be 0.140 MPa. The test did not continue past 13% strain and there were no extra samples so that specimen had to be run twice. The test averages for 10% strain are not corrected for this error on this sheet.

Graph 1

Specimen 1 to 6



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
X 1	0.140	-----	-----
2	0.0815	0.168	0.217
3	0.135	0.164	0.214
4	0.136	0.166	0.217
5	0.141	0.169	0.220
6	0.141	0.168	0.218
Mean	0.127	0.167	0.217
Std. Dev.	0.03	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 12, 2011

Tested By: Dave Marlett

Material identification: S7454 101P27002S 2.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

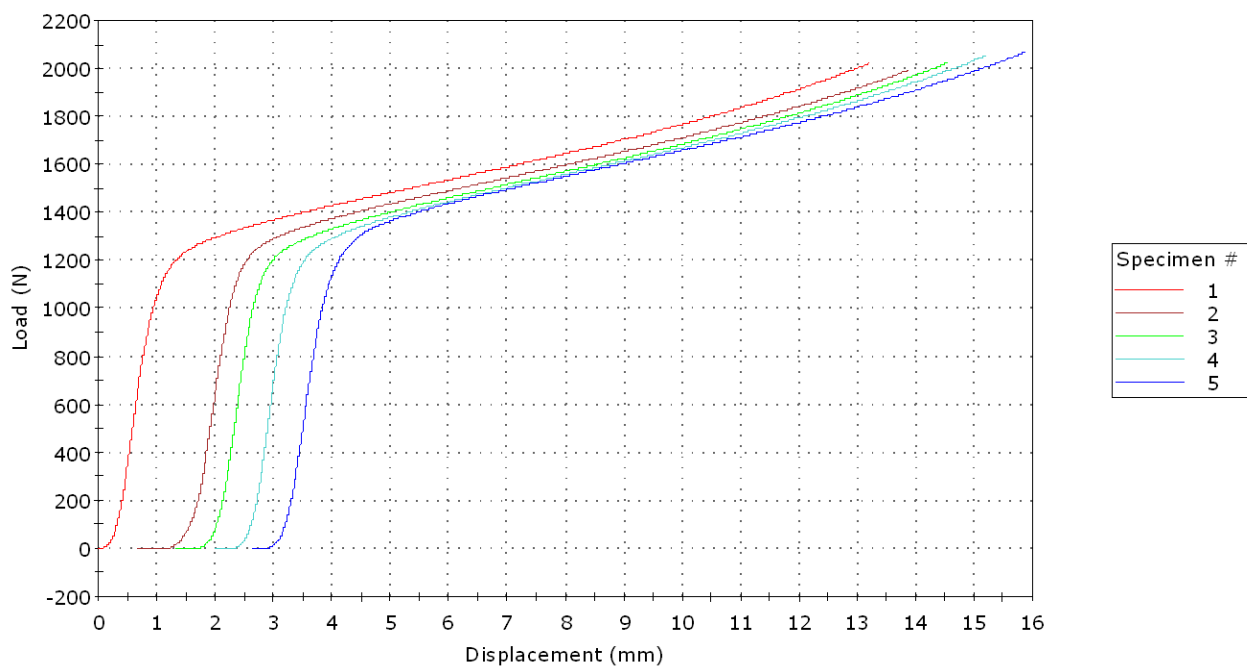
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.230	0.268	0.340
2	0.226	0.266	0.335
3	0.227	0.267	0.340
4	0.231	0.271	0.345
5	0.238	0.276	0.348
Mean	0.230	0.270	0.342
Std. Dev.	0.00	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: S7454 101P27002S 2.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

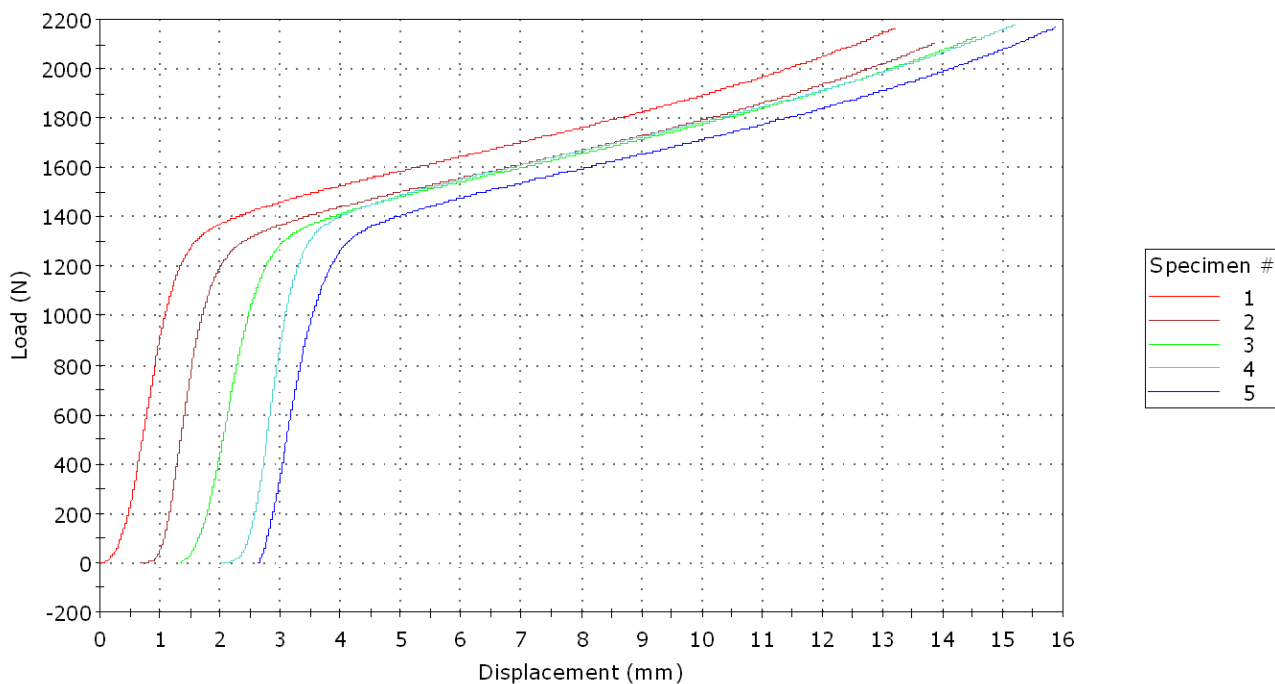
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.245	0.287	0.364
2	0.239	0.278	0.354
3	0.241	0.282	0.358
4	0.250	0.290	0.366
5	0.245	0.285	0.364
Mean	0.244	0.284	0.361
Std. Dev.	0.00	0.00	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 1.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

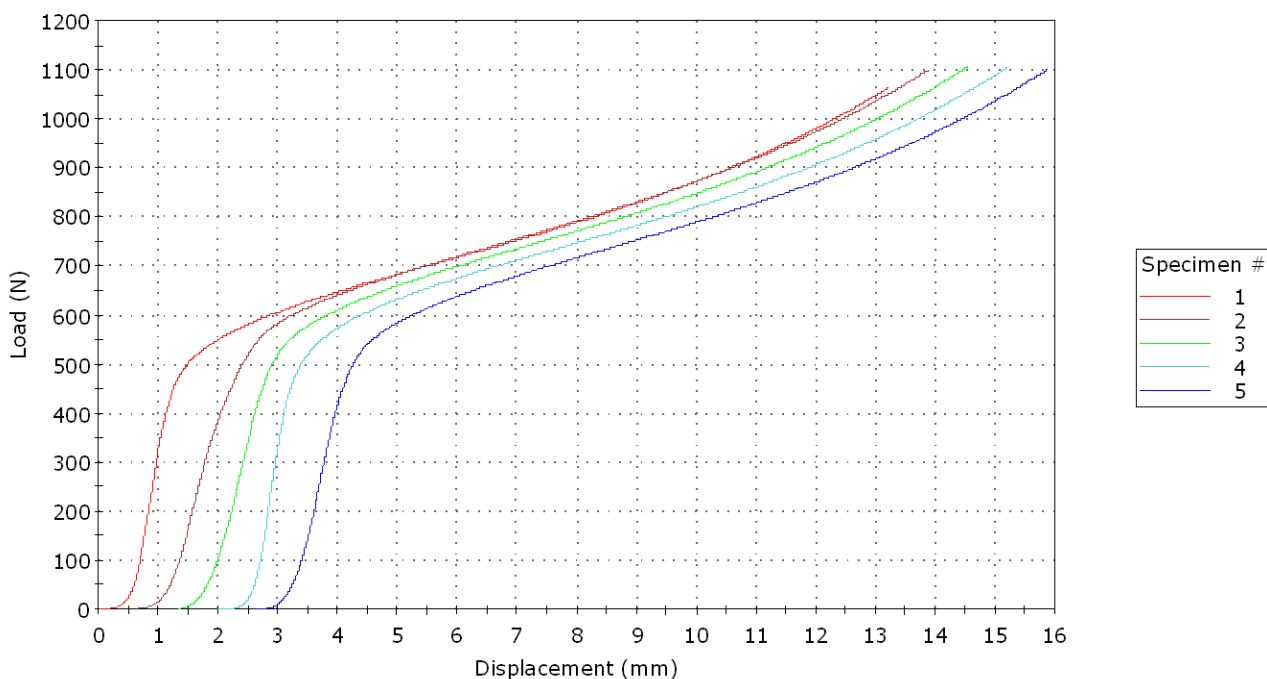
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.100	0.126	0.177
2	0.103	0.130	0.183
3	0.104	0.131	0.184
4	0.105	0.131	0.183
5	0.103	0.129	0.183
Mean	0.103	0.129	0.182
Std. Dev.	0.00	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 2.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

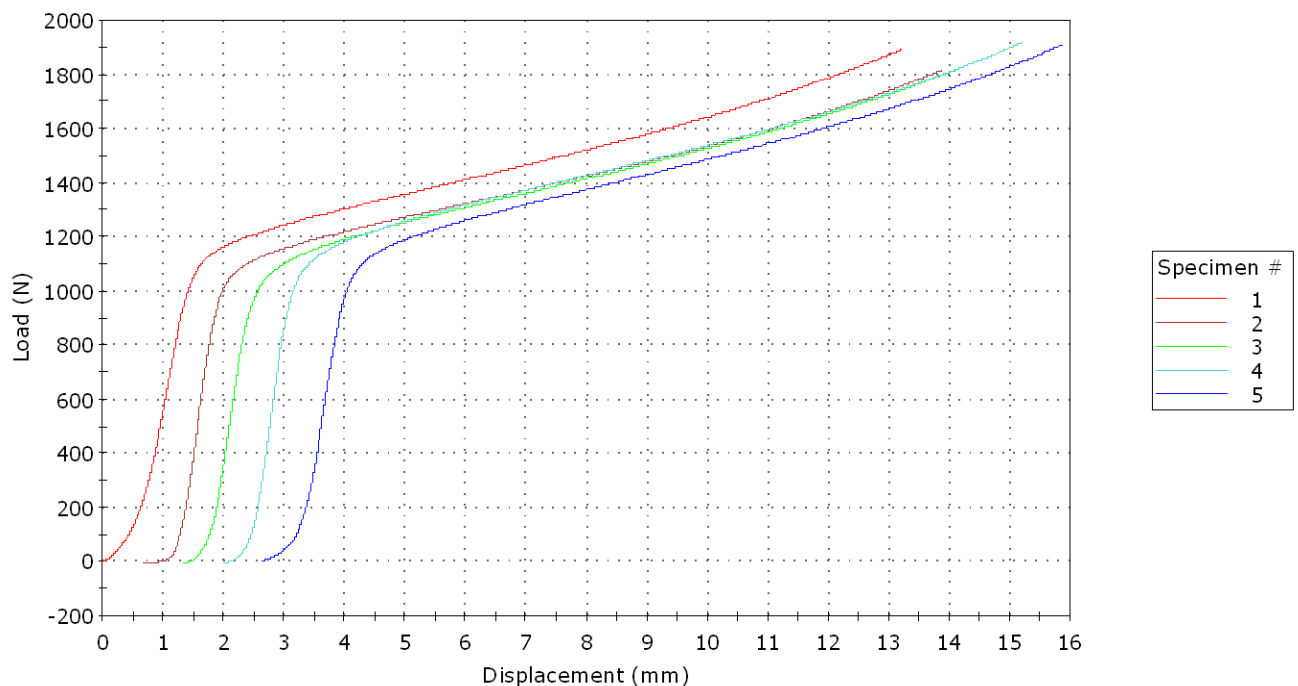
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.208	0.246	0.317
2	0.201	0.236	0.304
3	0.203	0.240	0.311
4	0.211	0.249	0.321
5	0.207	0.246	0.320
Mean	0.206	0.244	0.315
Std. Dev.	0.00	0.00	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 3.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

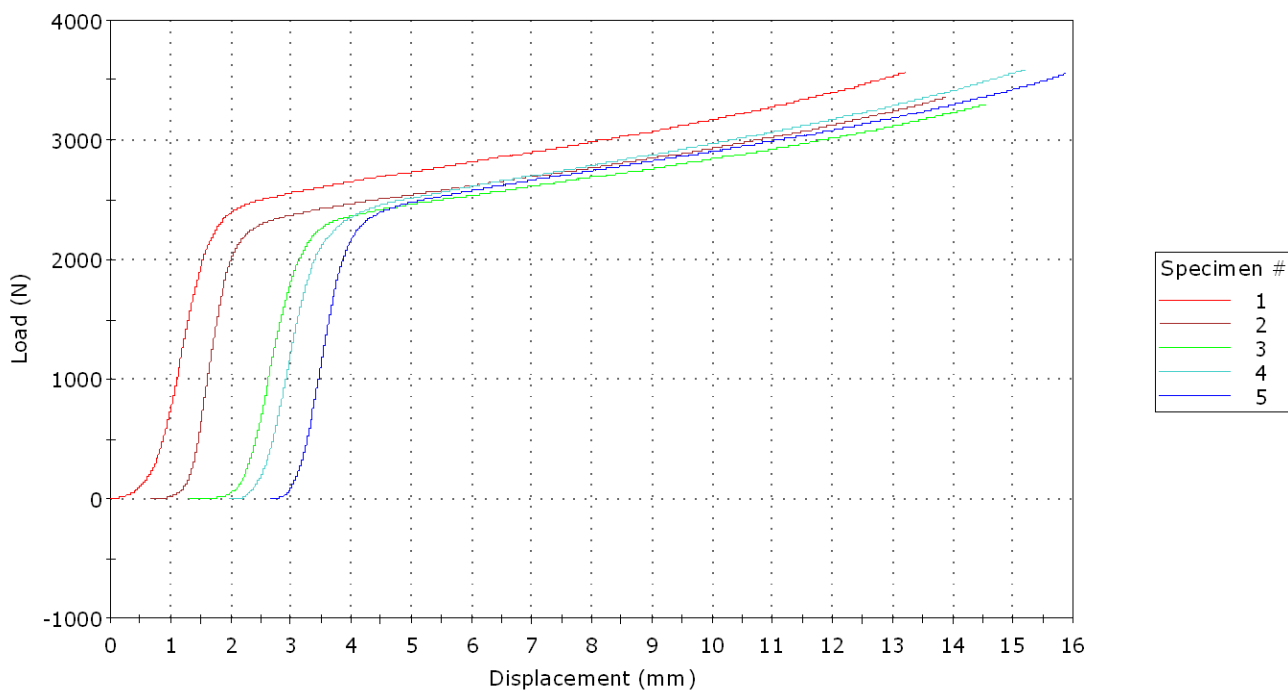
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.431	0.489	0.601
2	0.412	0.463	0.565
3	0.404	0.458	0.556
4	0.423	0.485	0.604
5	0.430	0.486	0.597
Mean	0.420	0.476	0.585
Std. Dev.	0.01	0.01	0.02

Compression Deflection per D1621-10

Customer: Flint Hills Resources

Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 1.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

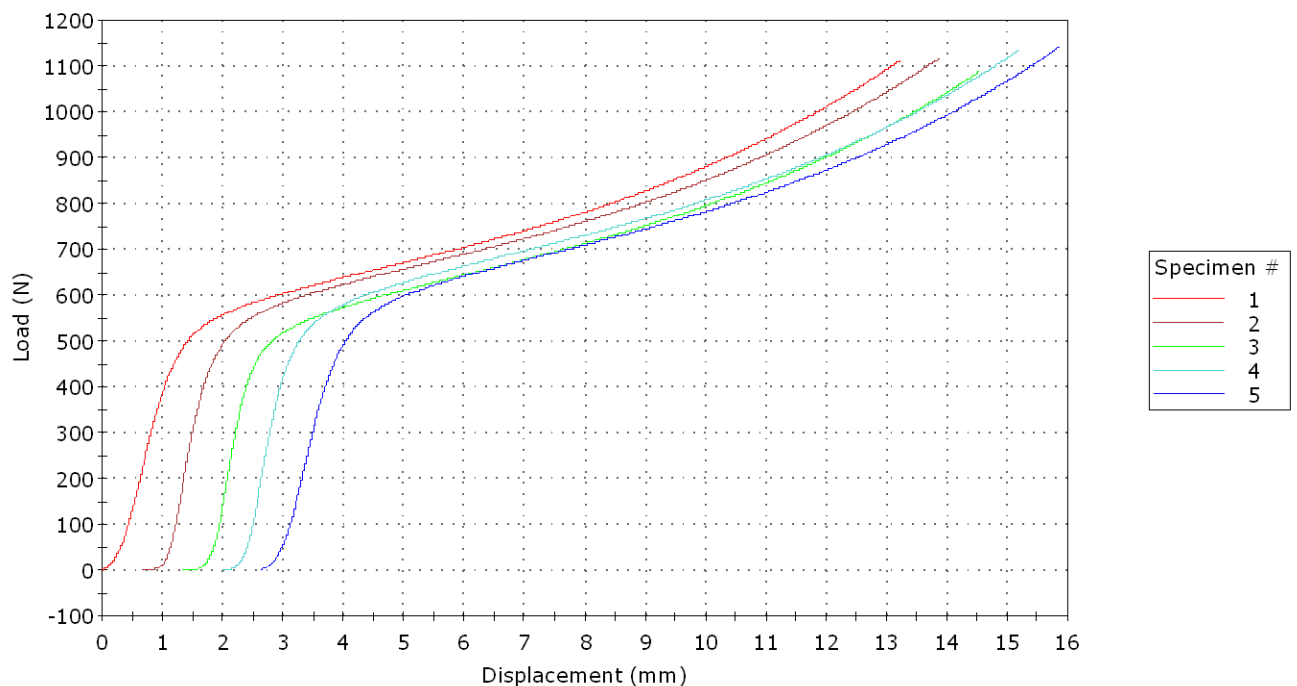
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.101	0.123	0.184
2	0.102	0.125	0.185
3	0.0976	0.121	0.180
4	0.105	0.128	0.188
5	0.105	0.128	0.189
Mean	0.102	0.125	0.185
Std. Dev.	0.00	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 2.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

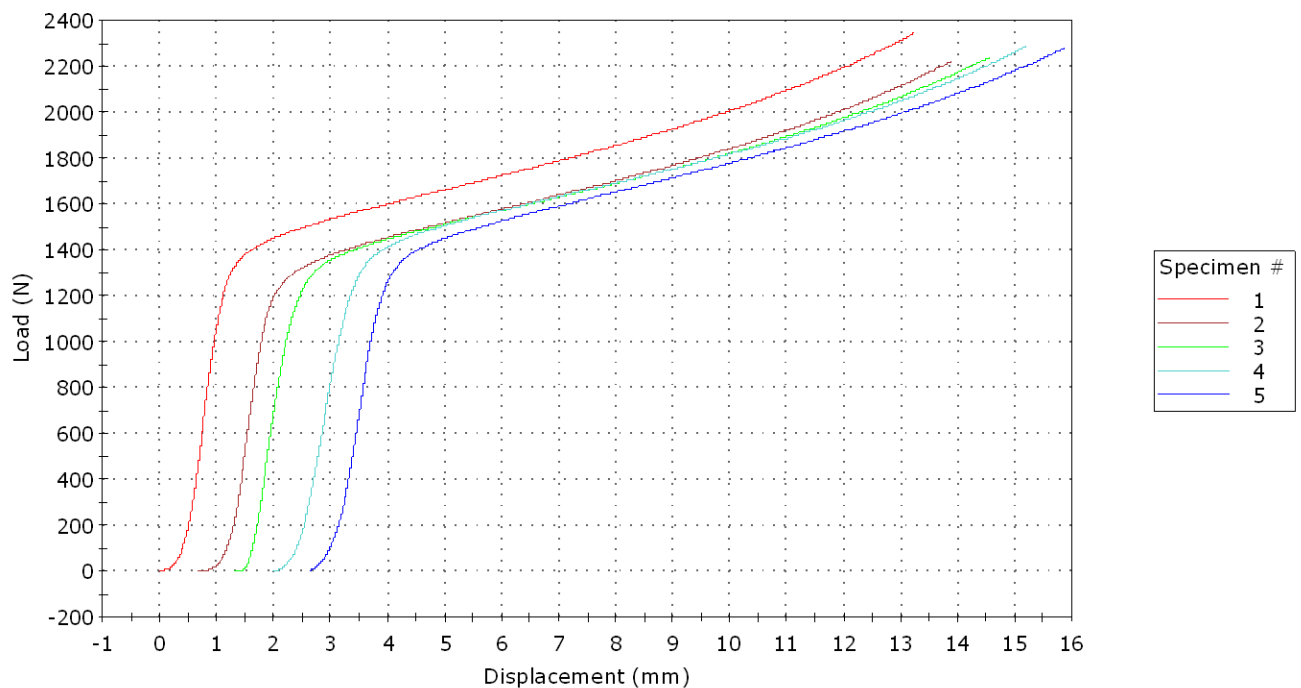
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.258	0.300	0.392
2	0.240	0.282	0.371
3	0.247	0.287	0.374
4	0.252	0.294	0.383
5	0.252	0.295	0.382
Mean	0.250	0.292	0.380
Std. Dev.	0.01	0.01	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 3.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

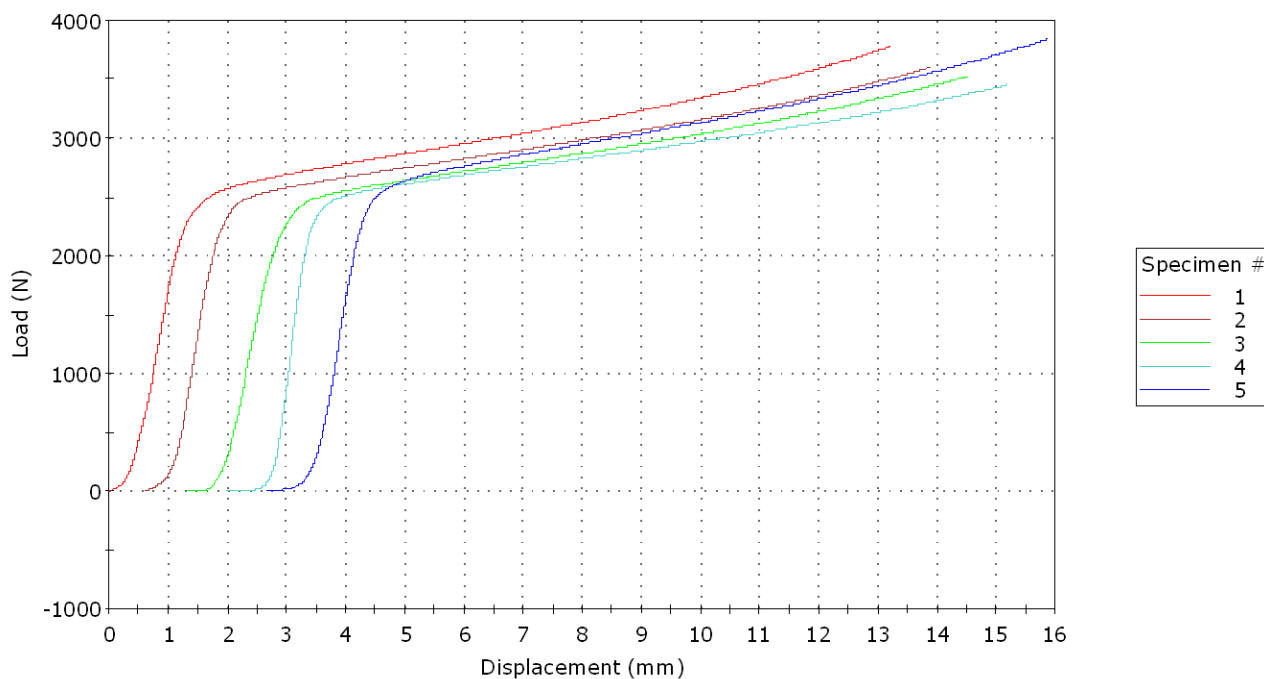
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.455	0.514	0.636
2	0.447	0.500	0.607
3	0.437	0.490	0.596
4	0.443	0.491	0.585
5	0.459	0.523	0.648
Mean	0.448	0.504	0.615
Std. Dev.	0.01	0.01	0.03

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 19, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 1.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

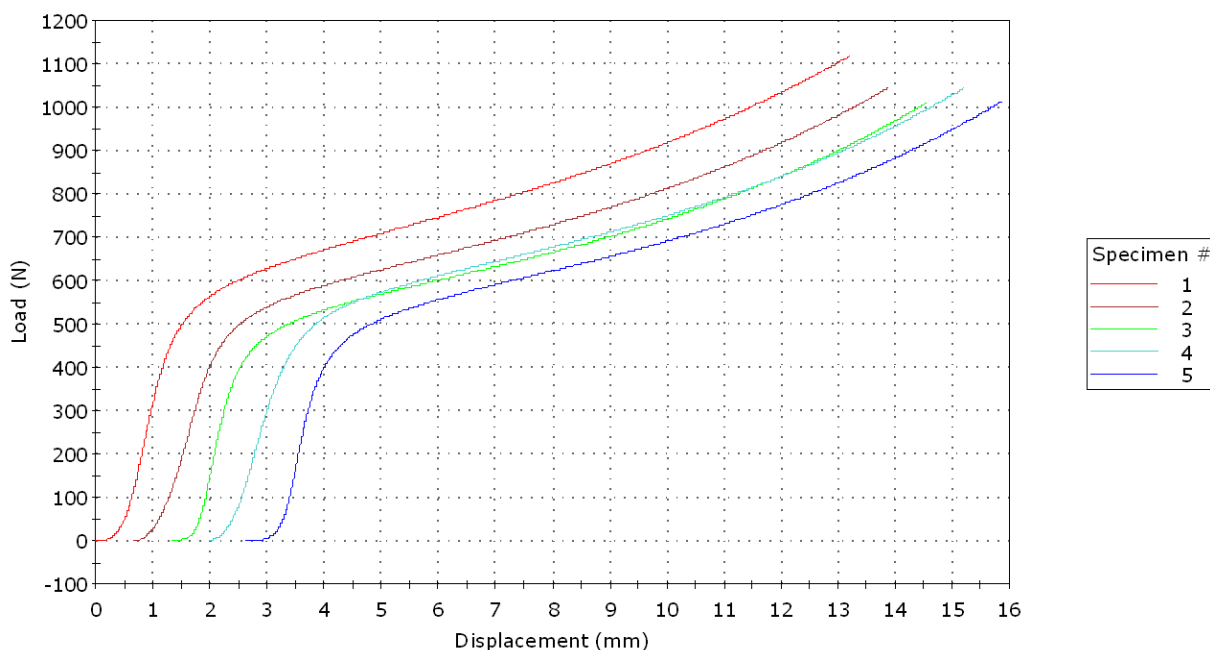
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.104	0.131	0.186
2	0.0949	0.119	0.173
3	0.0904	0.113	0.167
4	0.0947	0.118	0.173
5	0.0897	0.113	0.168
Mean	0.0947	0.119	0.173
Std. Dev.	0.01	0.01	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 19, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 2.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

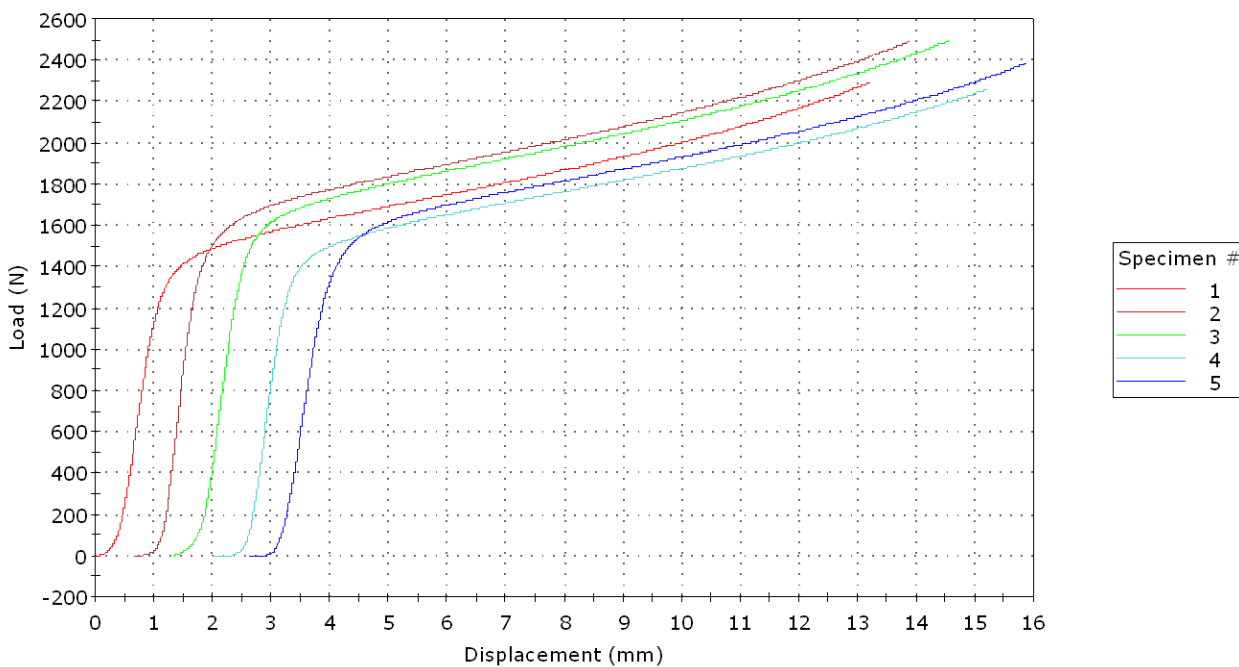
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.264	0.305	0.385
2	0.295	0.336	0.419
3	0.296	0.338	0.419
4	0.267	0.307	0.380
5	0.282	0.322	0.401
Mean	0.281	0.322	0.401
Std. Dev.	0.02	0.02	0.02

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 19, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 3.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

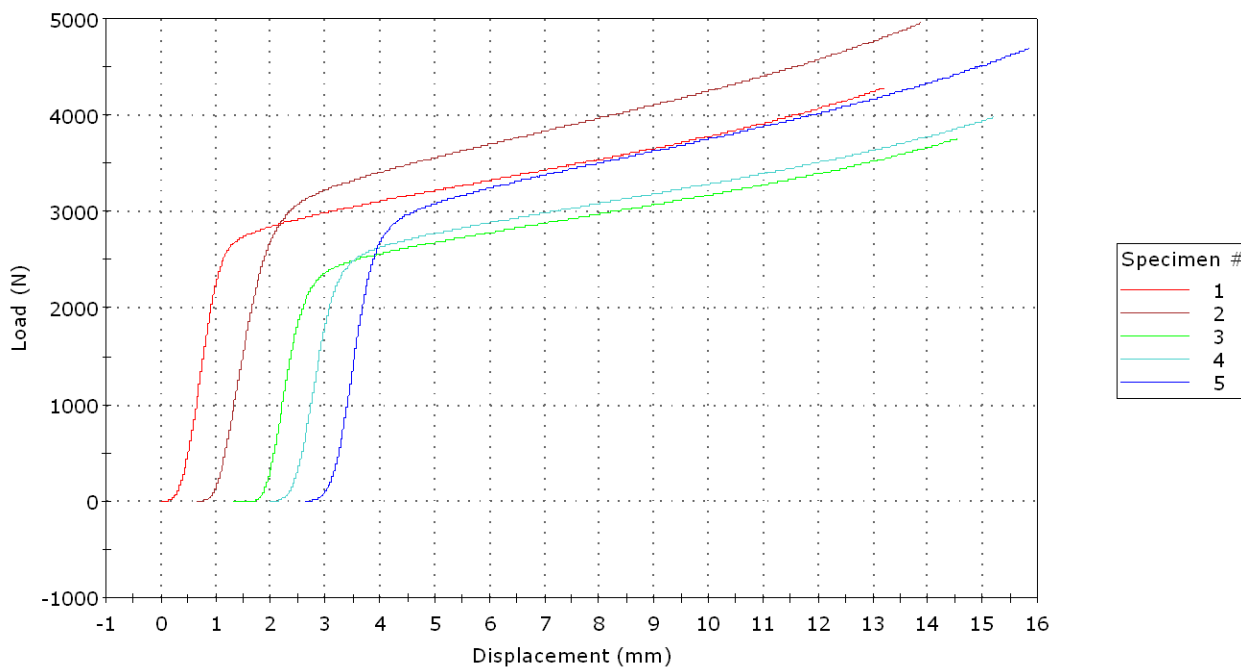
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.504	0.579	0.721
2	0.563	0.661	0.834
3	0.439	0.507	0.632
4	0.467	0.537	0.669
5	0.537	0.625	0.789
Mean	0.502	0.582	0.729
Std. Dev.	0.05	0.06	0.08

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: S7454 101P27002S 1.2 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

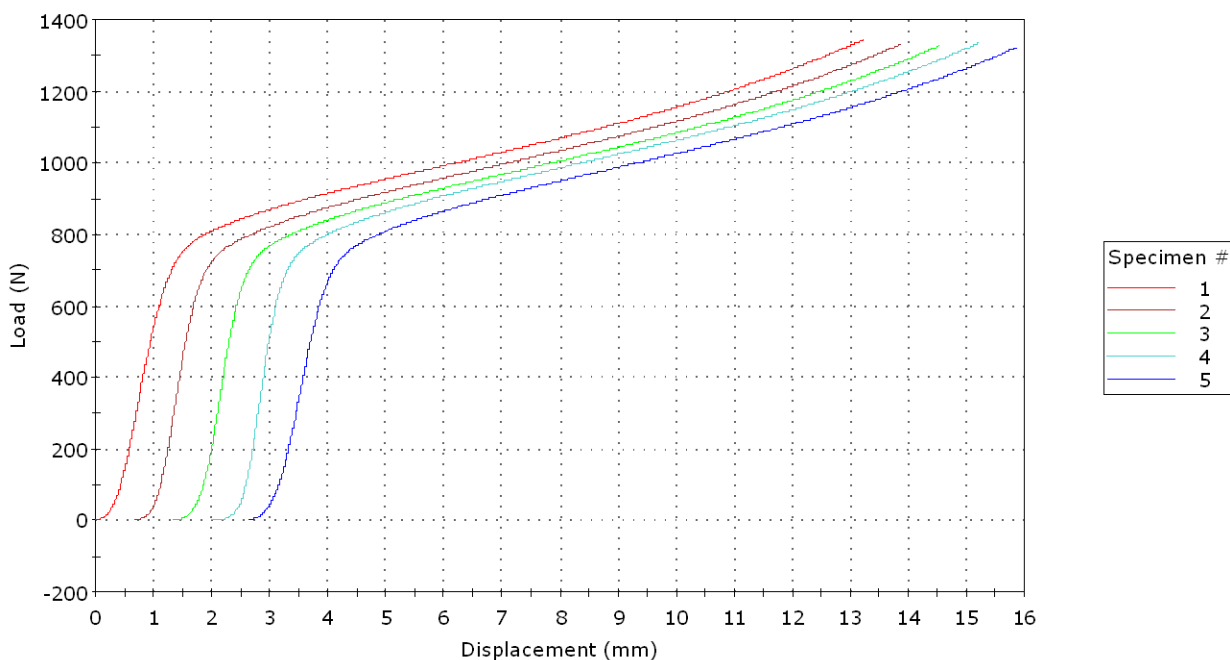
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.145	0.173	0.225
2	0.144	0.172	0.223
3	0.143	0.171	0.223
4	0.144	0.172	0.224
5	0.141	0.170	0.222
Mean	0.144	0.172	0.223
Std. Dev.	0.00	0.00	0.00

DTL REPORT NUMBER
110250008



Since 1903

DETROIT TESTING LABORATORY, INC.

PREPARED FOR
FLINT HILLS RESOURCES
501 BRUNNER STREET
PERU IL 61354

ATTENTION
DENNIS PANIER

CUSTOMER PURCHASE ORDER NUMBER
PEP10524

REPORT DATE
JUNE 7, 2011

Detroit Testing Laboratory, Inc.
27485 George Merrelli Drive
Warren, Michigan 48092 USA
Phone: 586.754.9000
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www.dtl-inc.com

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DTL



DTL Report Number: 110250008
June 7, 2011

REPORTED / APPROVED BY:

DETROIT TESTING LABORATORY, INC.


David Smith, Department Manager
Materials Testing


Timothy R. Geiger, Group Manager
Materials Testing

DS/TRG/bsj

PURPOSE

The purpose of this test report is to present the test results obtained during the performance of a test program. This report includes a brief description of the samples presented for test, a list of the documents presented as test instructions, and a summary of the testing performed and the results obtained. Applicable requirements and conclusions are based on the criteria provided by our client, or as specified in the reference document(s).

WORK REQUESTED / REFERENCE DOCUMENT(s)

Compression (As Received) per ASTM D1621-10
Compression (After Heating) per ASTM D1621-10
Flammability (As Received) per FMVSS 302-98

SAMPLE DESCRIPTION

Eleven foams identified as:

5454 101P25013 1.0 PCF density
5454 101P25013 2.0 PCF density
5454 101P25013 3.0 PCF density
5654 101P15002 1.0 PCF density
5654 101P15002 2.0 PCF density
5654 101P15002 3.0 PCF density
7654 101P17001 1.0 PCF density
7654 101P17001 2.0 PCF density
7654 101P17001 3.0 PCF density
S7454 101P27002S 1.2 PCF density
S7454 101P27002S 2.0 PCF density

SAMPLE CONDITIONING

Prior to testing, the samples were conditioned at 23 °C \pm 2 °C and 50% \pm 5% relative humidity, as applicable.

TESTING PERFORMED

COMPRESSION (AS RECEIVED) PER ASTM D1621-10

Procedure Foam specimens were tested as received. The samples measured three inches wide by three inches long and were one inch thick. The test speed was 2.5mm/min.

Results

Specimen	Compressive strength at 10% strain (MPa)	Compressive strength at 25% strain (MPa)	Compressive strength at 50% strain (MPa)
5454 101P25013 1.0 PCF density	0.0990	0.1240	0.1750
5454 101P25013 2.0 PCF density	0.1900	0.2260	0.2930
5454 101P25013 3.0 PCF density	0.3960	0.4470	0.5470
5654 101P15002 1.0 PCF density	0.0933	0.1150	0.1720
5654 101P15002 2.0 PCF density	0.2360	0.2720	0.3500
5654 101P15002 3.0 PCF density	0.4400	0.4880	0.5910
7654 101P17001 1.0 PCF density	0.0888	0.1110	0.1650
7654 101P17001 2.0 PCF density	0.2580	0.2950	0.3690
7654 101P17001 3.0 PCF density	0.4710	0.5480	0.6830
S7454 101P27002S 1.2 PCF density	0.1390	0.1670	0.2170
S7454 101P27002S 2.0 PCF density	0.2300	0.2700	0.3420

Requirements No specific criteria provided.

Conclusion To be determined by Flint Hills Resources.

COMPRESSION (AFTER HEATING) PER ASTM D1621-10

Procedure Foam specimens were tested after heat aging, 24 hours at 82°C. The samples measured three inches wide by three inches long and were one inch thick. The test speed was 2.5mm/min.

Results

Specimen	Compressive strength at 10% strain (MPa)	Compressive strength at 25% strain (MPa)	Compressive strength at 50% strain (MPa)
5454 101P25013 1.0 PCF density	0.1030	0.1290	0.1820
5454 101P25013 2.0 PCF density	0.2060	0.2440	0.3150
5454 101P25013 3.0 PCF density	0.4200	0.4760	0.5850
5654 101P15002 1.0 PCF density	0.1020	0.1250	0.1850
5654 101P15002 2.0 PCF density	0.2500	0.2920	0.3800
5654 101P15002 3.0 PCF density	0.4480	0.5040	0.6150
7654 101P17001 1.0 PCF density	0.0947	0.1190	0.1730
7654 101P17001 2.0 PCF density	0.2810	0.3220	0.4010
7654 101P17001 3.0 PCF density	0.5020	0.5820	0.7290
S7454 101P27002S 1.2 PCF density	0.1440	0.1720	0.2230
S7454 101P27002S 2.0 PCF density	0.2440	0.2840	0.3610

Requirements No specific criteria provided.

Conclusion To be determined by Flint Hills Resources.

FLAMMABILITY (AS RECEIVED) PER FMVSS 302-98

Results

5454 101P25013 1.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	DNI
2	0	0	DNI
3	0	0	SE
4	0	0	DNI
5	0	0	SE

5454 101P25013 2.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

5454 101P25013 3.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

5654 101P15002 1.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

FLAMMABILITY (AS RECEIVED) PER FMVSS 302-98 CONTINUED

5654 101P15002 2.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

5654 101P15002 3.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

7654 101P17001 1.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	DNI
2	0	0	DNI
3	0	0	SE
4	0	0	SE
5	0	0	DNI

7654 101P17001 2.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

FLAMMABILITY (AS RECEIVED) PER FMVSS 302-98 CONTINUED

7654 101P17001 3.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

S7454 101P27002S 1.2 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	DNI
4	0	0	SE
5	0	0	SE

S7454 101P27002S 2.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	DNI
4	0	0	SE
5	0	0	SE

SE = Self extinguished

DNI = Did not ignite

Requirements Maximum Burn Rate of 102 mm/minute

Conclusion Specimens met the stated requirement.

SAMPLE DISPOSITION

Samples will be retained at Detroit Testing Laboratory, Inc. for 30 days and then disposed of, unless otherwise specified by client.

TEST EQUIPMENT

Detroit Testing Laboratory, Inc.'s calibration system meets the requirements of ISO 17025:2005.

DTL ID	Description	Manufacturer	Model Number	Cal Due
12876	Stop Watch	VWR	62379460	09/11
12190	Thermohumidigraph	Newport Electronics Inc/	CT485B	06/11
08462	Flammability Chamber	Sunspot Products	None	NCR
00850	Oven	Blue M	OV-490A-2	NCR
10890	Hydra Data Bucket	Fluke	2625A	02/12
07570	DIGITAL CALIPERS	Mitutoyo	CD-6" P	06/11
07258	Load Cell	Instron	2518-805	07/11
07095	T/C TEST MACHINE (100 kN)	Instron	4505	07/11

NCR -- No Calibration Required

APPENDICES: Appendix A: Test Data

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 1.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

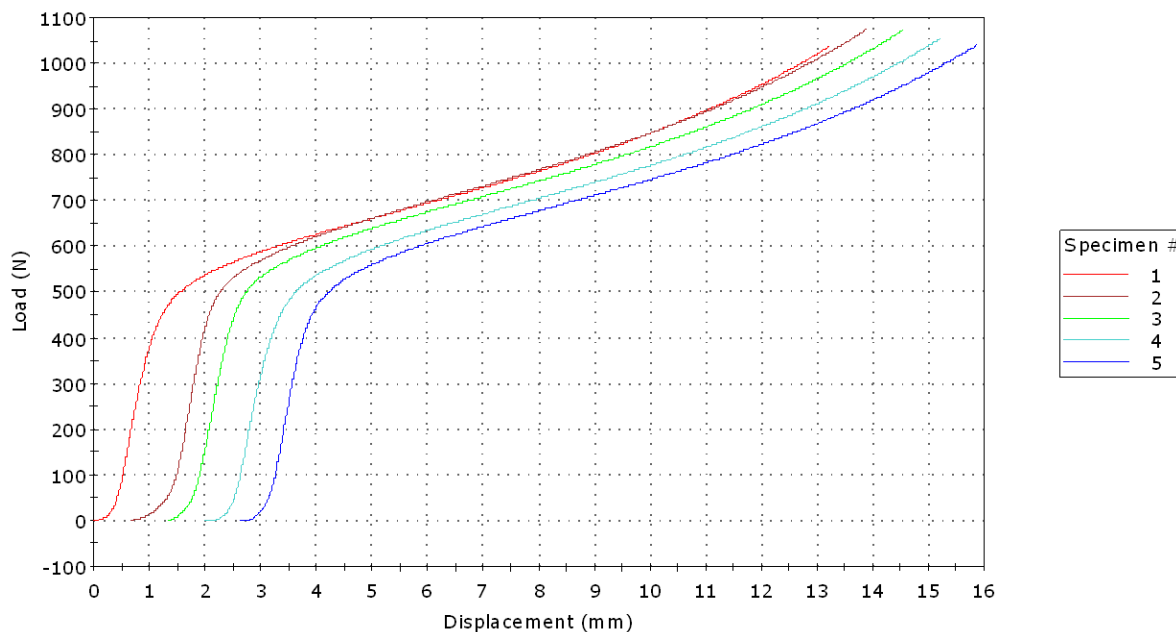
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.0976	0.121	0.172
2	0.100	0.126	0.178
3	0.101	0.126	0.178
4	0.0980	0.123	0.175
5	0.0980	0.122	0.173
Mean	0.0990	0.124	0.175
Std. Dev.	0.00	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 2.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

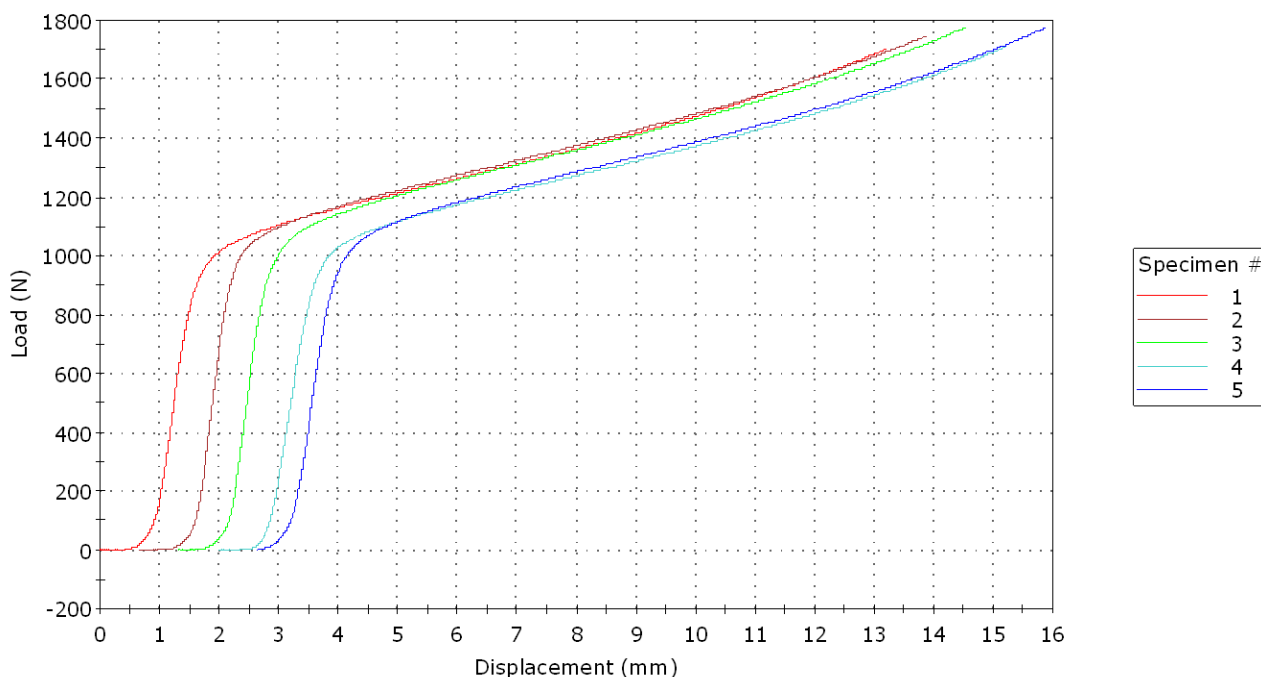
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.184	0.221	0.286
2	0.192	0.228	0.294
3	0.195	0.231	0.298
4	0.186	0.222	0.287
5	0.194	0.230	0.298
Mean	0.190	0.226	0.293
Std. Dev.	0.00	0.00	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 3.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

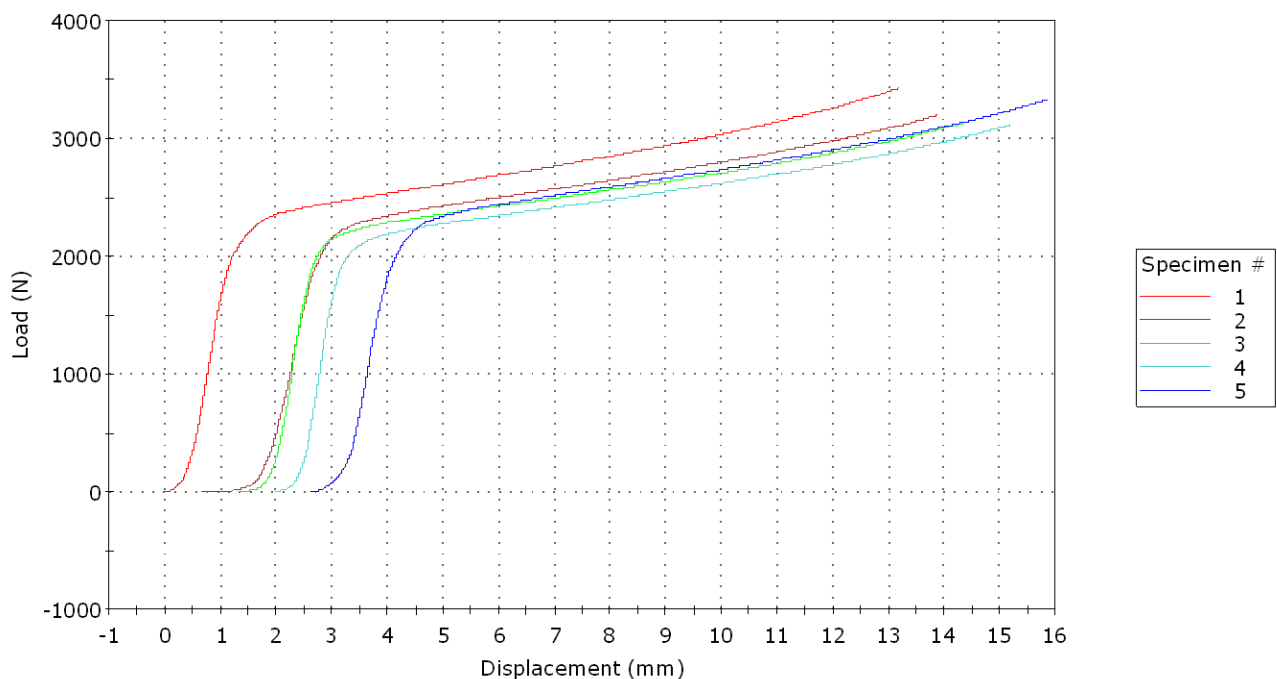
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.416	0.467	0.578
2	0.383	0.443	0.539
3	0.391	0.437	0.532
4	0.386	0.431	0.525
5	0.407	0.458	0.561
Mean	0.396	0.447	0.547
Std. Dev.	0.01	0.02	0.02

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 1.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

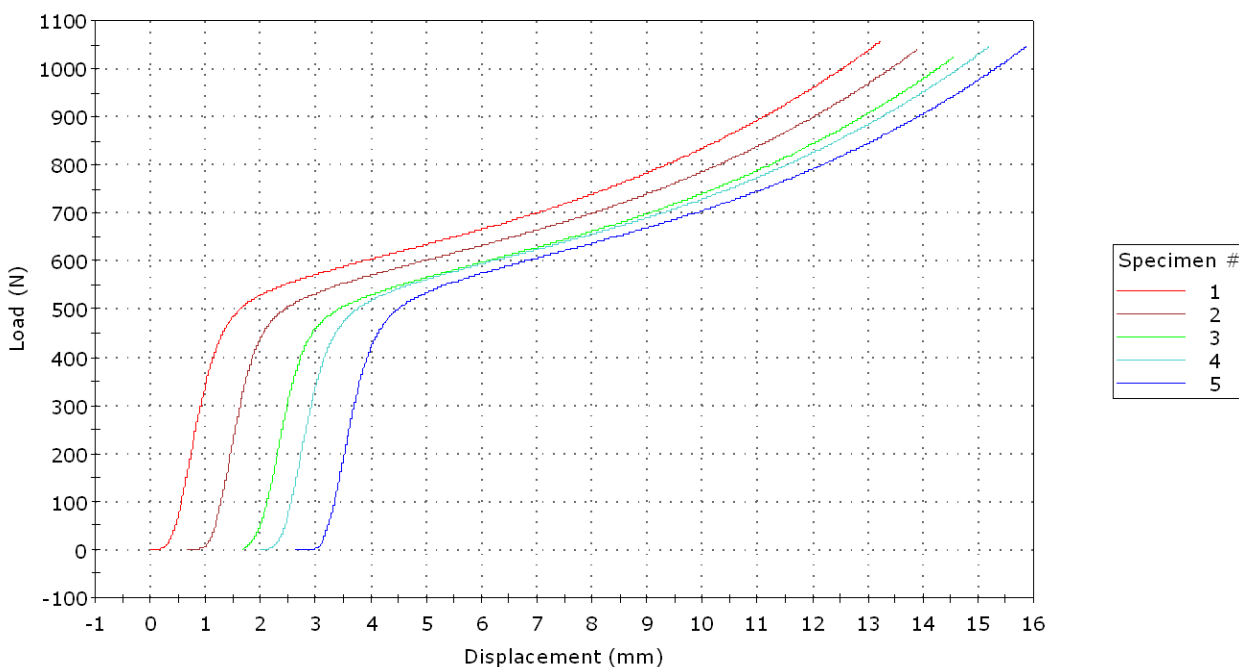
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.0956	0.117	0.174
2	0.0933	0.114	0.172
3	0.0902	0.112	0.169
4	0.0937	0.115	0.173
5	0.0936	0.115	0.173
Mean	0.0933	0.115	0.172
Std. Dev.	0.00	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 2.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

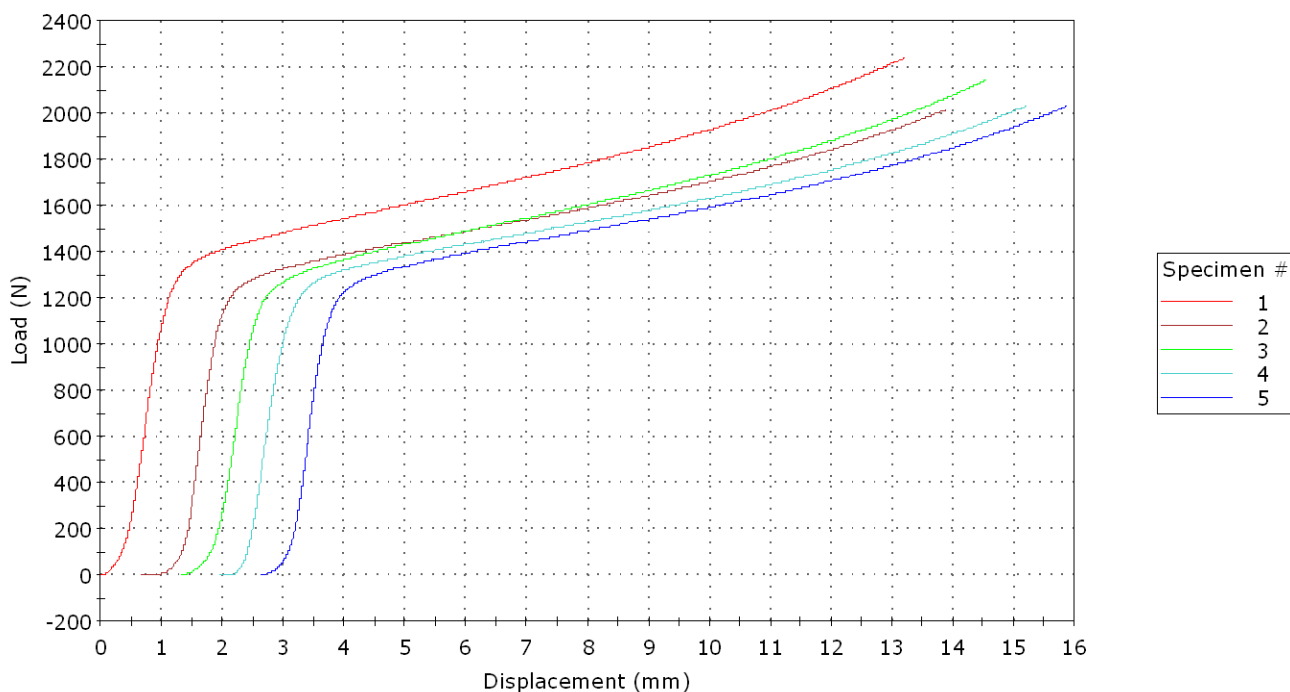
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.250	0.290	0.375
2	0.231	0.265	0.337
3	0.233	0.273	0.358
4	0.233	0.266	0.340
5	0.232	0.265	0.340
Mean	0.236	0.272	0.350
Std. Dev.	0.01	0.01	0.02

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 3.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

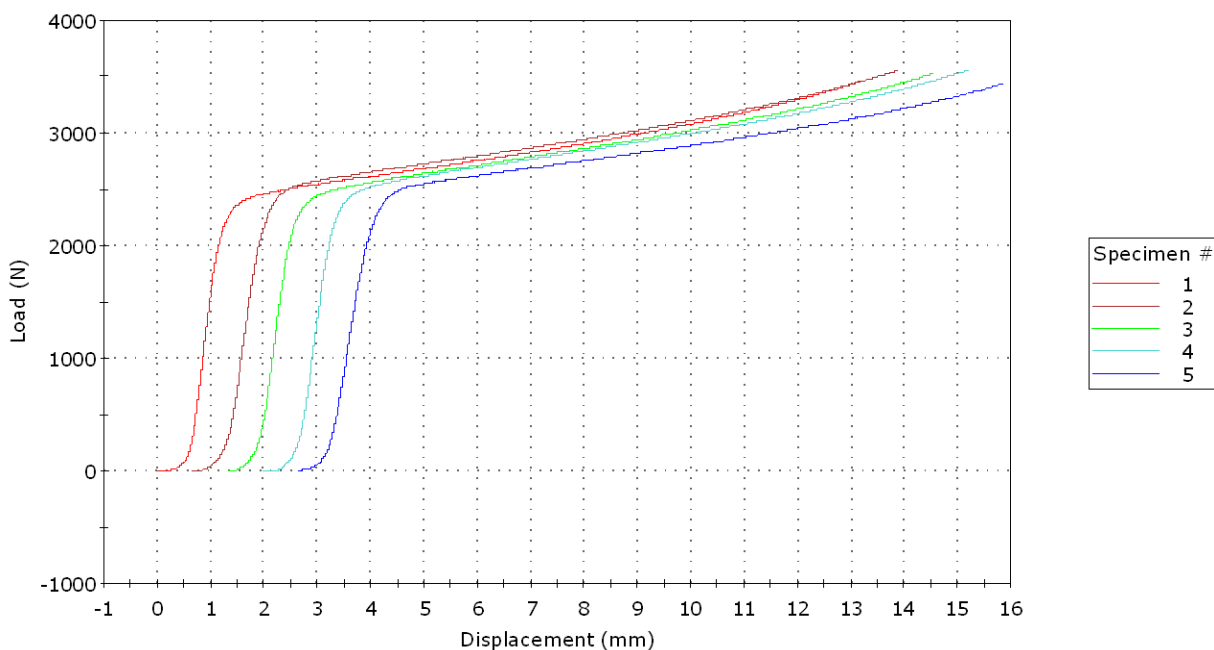
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.432	0.478	0.583
2	0.446	0.494	0.599
3	0.439	0.488	0.594
4	0.444	0.493	0.600
5	0.441	0.485	0.580
Mean	0.440	0.488	0.591
Std. Dev.	0.01	0.01	0.01

Compression Deflection per D1621-10

Customer: Flint Hills Resources

Job#: 110250008

Date: Thursday, May 12, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 1.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

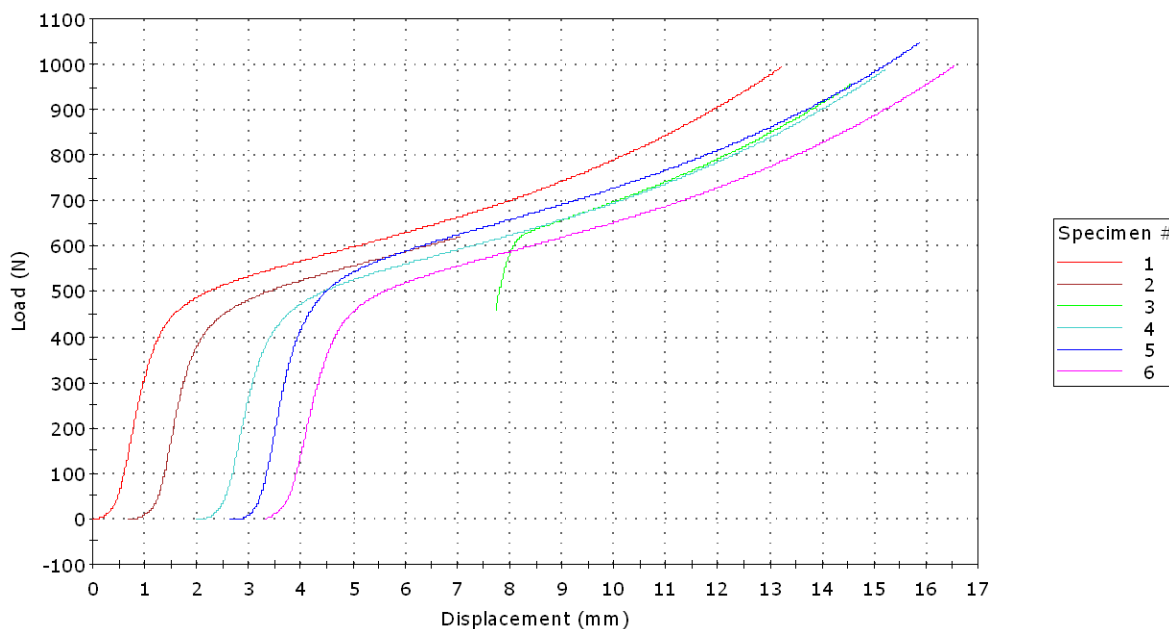
Load frame: 07095

Load cell: 07258

Tests #2 and #3 are for the same specimen.

Graph 1

Specimen 1 to 6



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.0888	0.110	0.164
2	0.0848	0.107	-----
3	-----	-----	0.158
4	0.0870	0.109	0.163
5	0.0953	0.119	0.174
6	0.0883	0.110	0.165
Mean	0.0888	0.111	0.165
Std. Dev.	0.00	0.00	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 12, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 2.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

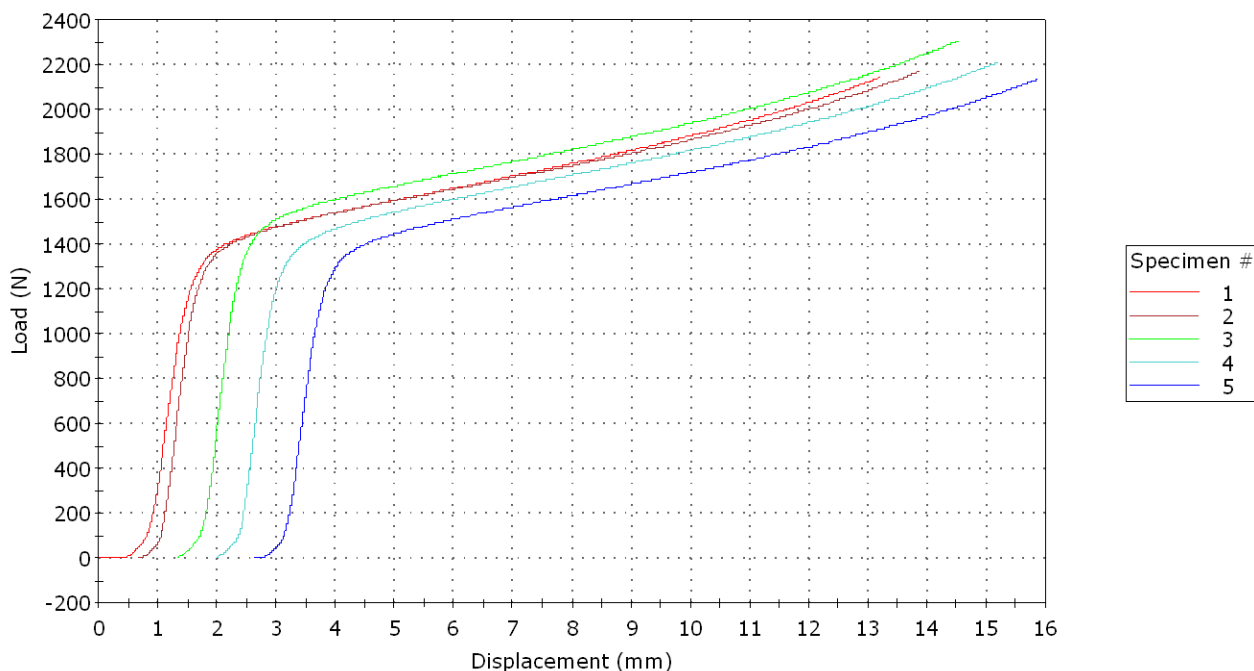
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.248	0.287	0.360
2	0.256	0.292	0.365
3	0.274	0.310	0.388
4	0.260	0.297	0.372
5	0.251	0.287	0.359
Mean	0.258	0.295	0.369
Std. Dev.	0.01	0.01	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Friday, May 13, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 3.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

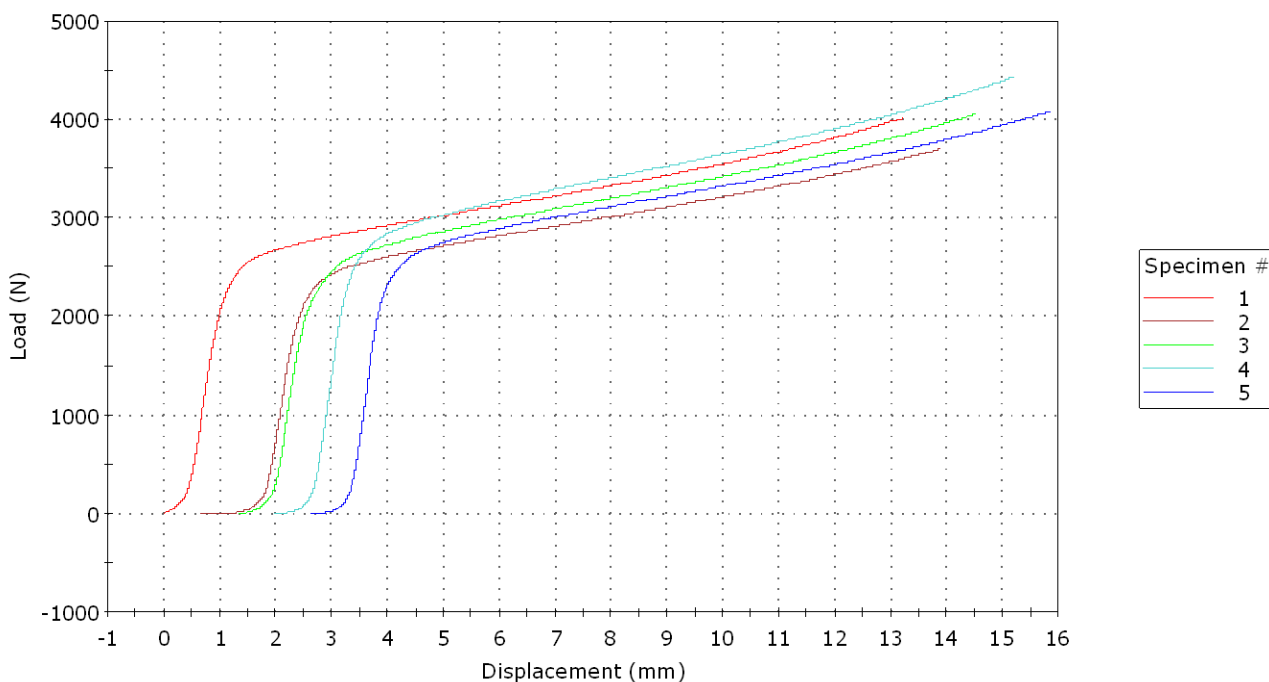
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.475	0.544	0.676
2	0.427	0.503	0.624
3	0.466	0.545	0.683
4	0.509	0.593	0.746
5	0.479	0.554	0.689
Mean	0.471	0.548	0.683
Std. Dev.	0.03	0.03	0.04

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 12, 2011

Tested By: Dave Marlett

Material identification: S7454 101P27002S 1.2 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

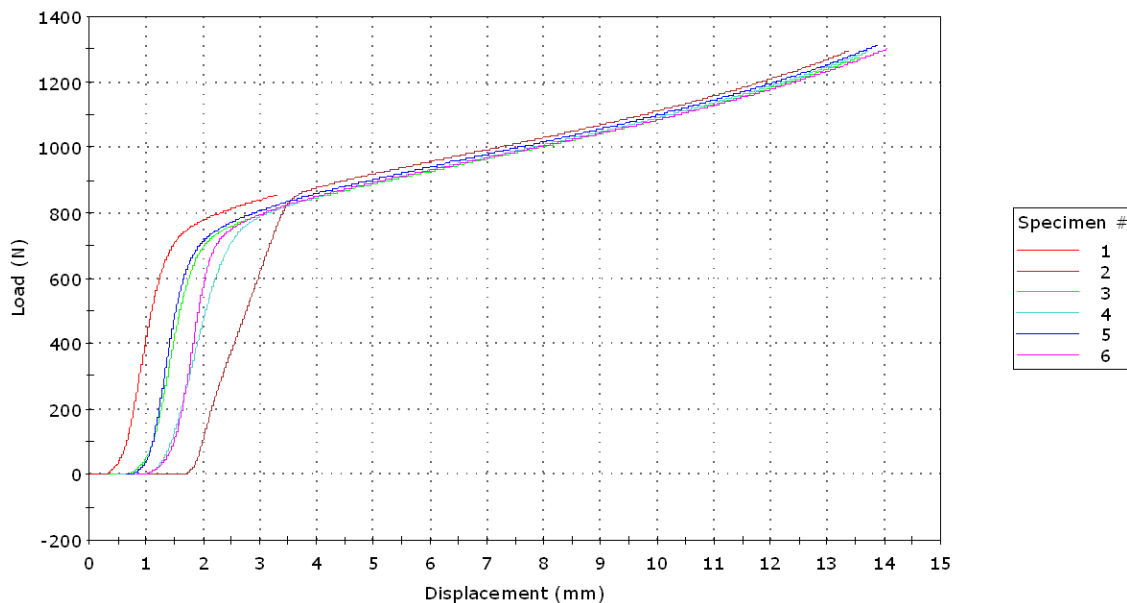
Load frame: 07095

Load cell: 07258

The 10% strain measurement for specimen #1 should be 0.140 MPa. The test did not continue past 13% strain and there were no extra samples so that specimen had to be run twice. The test averages for 10% strain are not corrected for this error on this sheet.

Graph 1

Specimen 1 to 6



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
X 1	0.140	-----	-----
2	0.0815	0.168	0.217
3	0.135	0.164	0.214
4	0.136	0.166	0.217
5	0.141	0.169	0.220
6	0.141	0.168	0.218
Mean	0.127	0.167	0.217
Std. Dev.	0.03	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 12, 2011

Tested By: Dave Marlett

Material identification: S7454 101P27002S 2.0 PCF density

Material conditioning: As received

Test conditions: 23° C / 50% RH

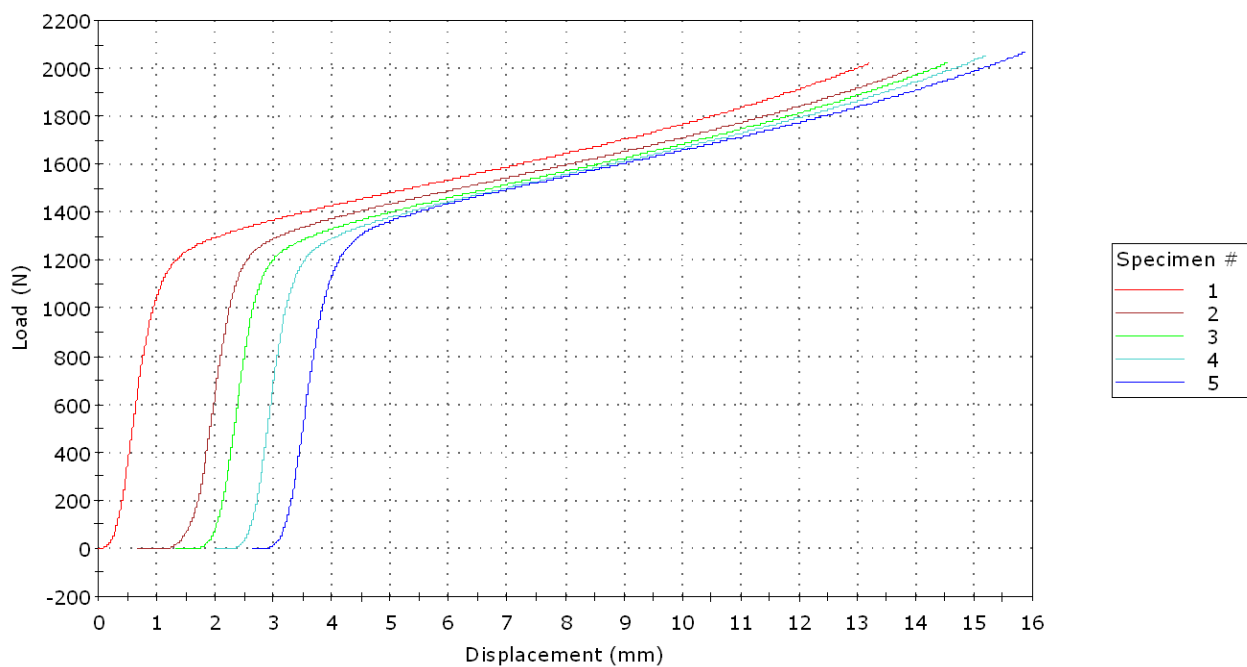
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.230	0.268	0.340
2	0.226	0.266	0.335
3	0.227	0.267	0.340
4	0.231	0.271	0.345
5	0.238	0.276	0.348
Mean	0.230	0.270	0.342
Std. Dev.	0.00	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: S7454 101P27002S 2.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

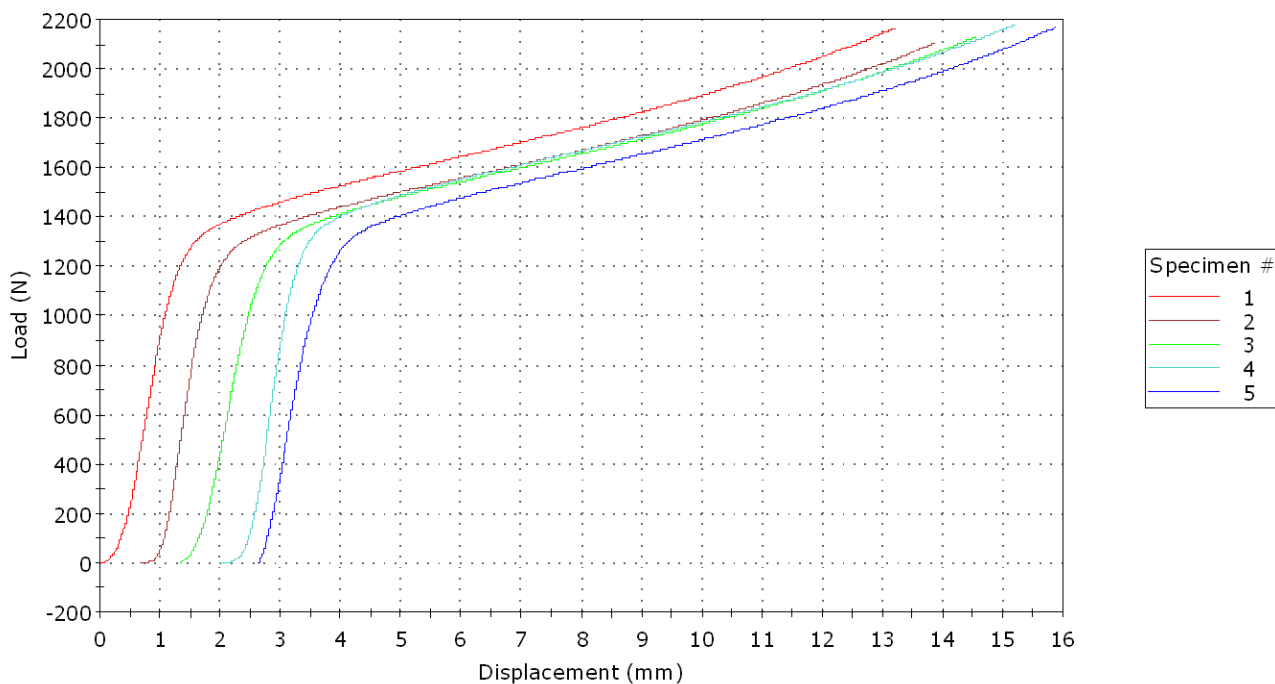
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.245	0.287	0.364
2	0.239	0.278	0.354
3	0.241	0.282	0.358
4	0.250	0.290	0.366
5	0.245	0.285	0.364
Mean	0.244	0.284	0.361
Std. Dev.	0.00	0.00	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 1.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

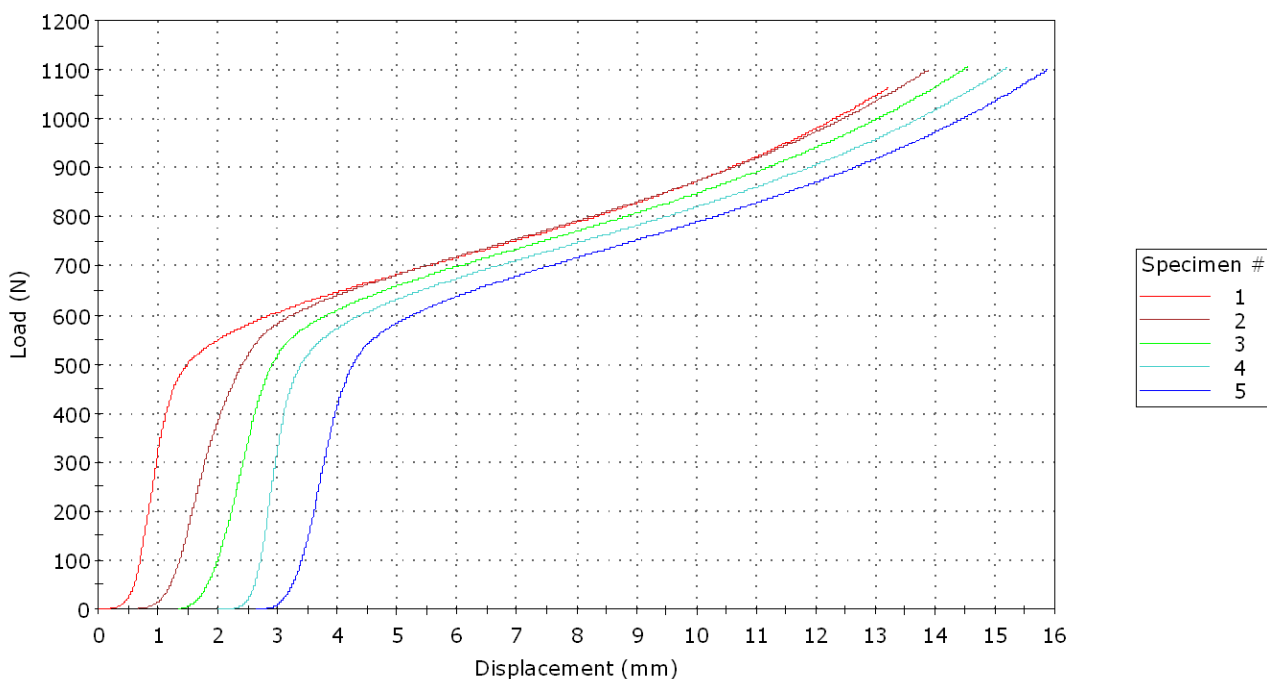
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.100	0.126	0.177
2	0.103	0.130	0.183
3	0.104	0.131	0.184
4	0.105	0.131	0.183
5	0.103	0.129	0.183
Mean	0.103	0.129	0.182
Std. Dev.	0.00	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 2.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

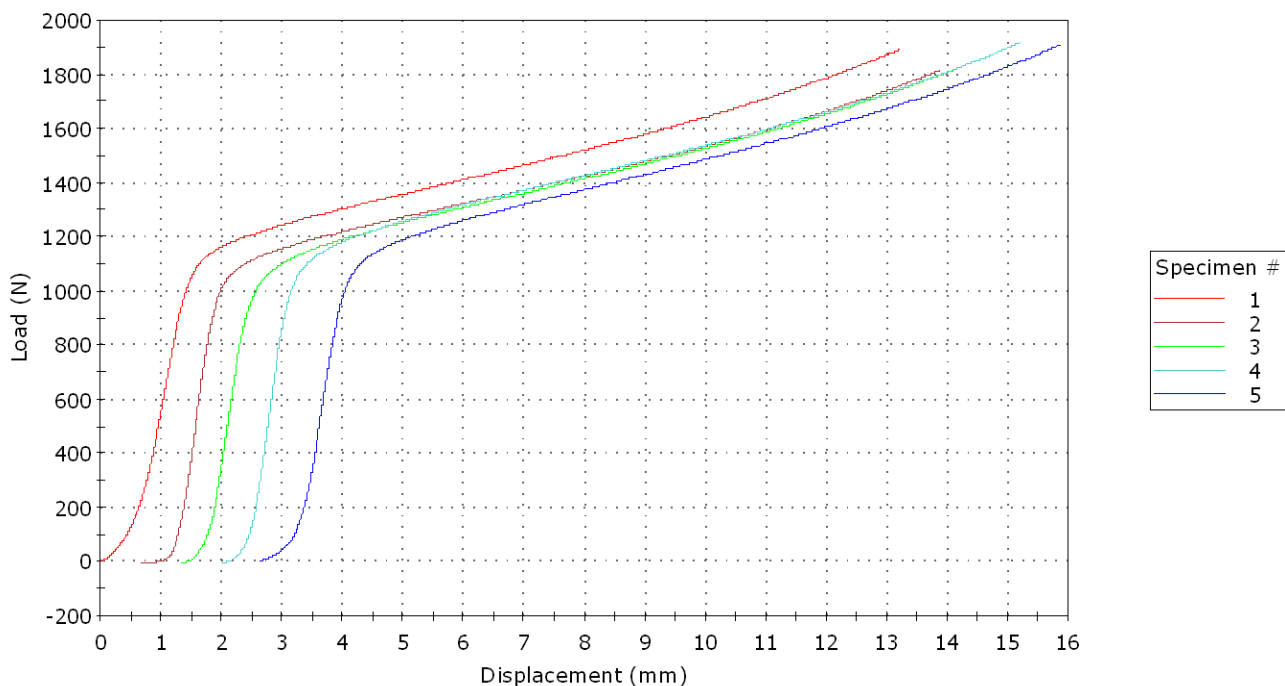
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.208	0.246	0.317
2	0.201	0.236	0.304
3	0.203	0.240	0.311
4	0.211	0.249	0.321
5	0.207	0.246	0.320
Mean	0.206	0.244	0.315
Std. Dev.	0.00	0.00	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5454 101P25013 3.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

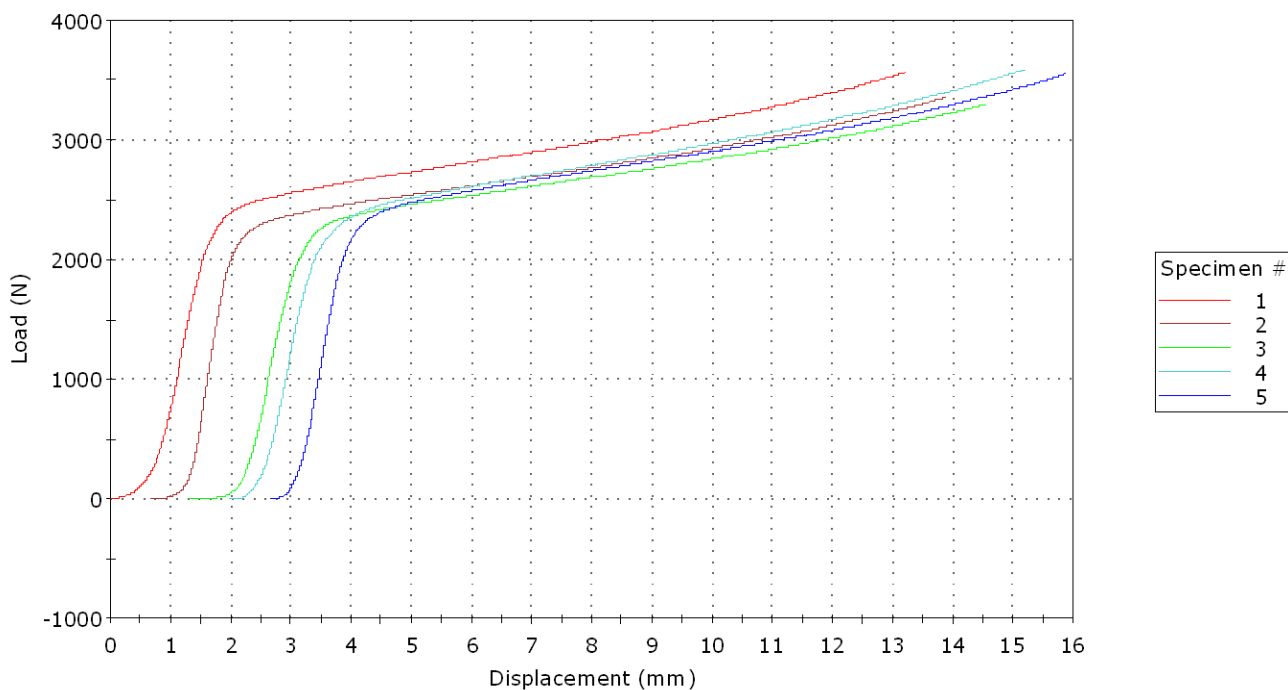
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.431	0.489	0.601
2	0.412	0.463	0.565
3	0.404	0.458	0.556
4	0.423	0.485	0.604
5	0.430	0.486	0.597
Mean	0.420	0.476	0.585
Std. Dev.	0.01	0.01	0.02

Compression Deflection per D1621-10

Customer: Flint Hills Resources

Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 1.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

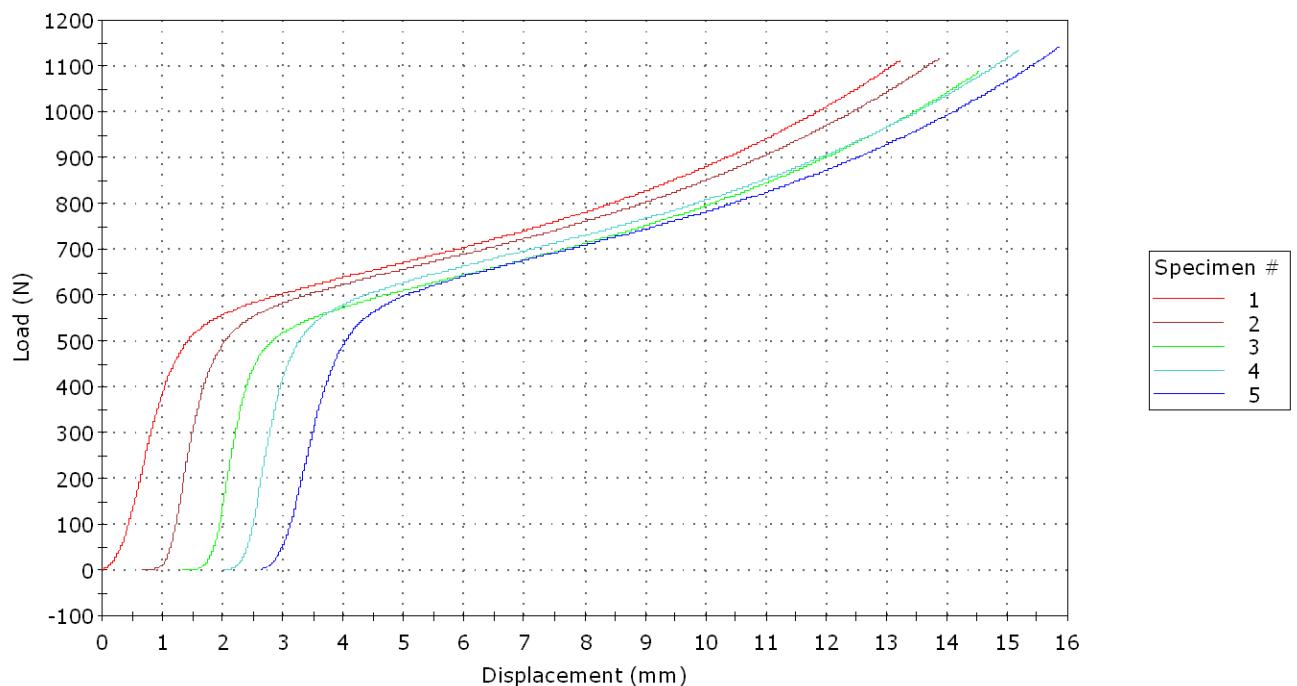
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.101	0.123	0.184
2	0.102	0.125	0.185
3	0.0976	0.121	0.180
4	0.105	0.128	0.188
5	0.105	0.128	0.189
Mean	0.102	0.125	0.185
Std. Dev.	0.00	0.00	0.00

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 2.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

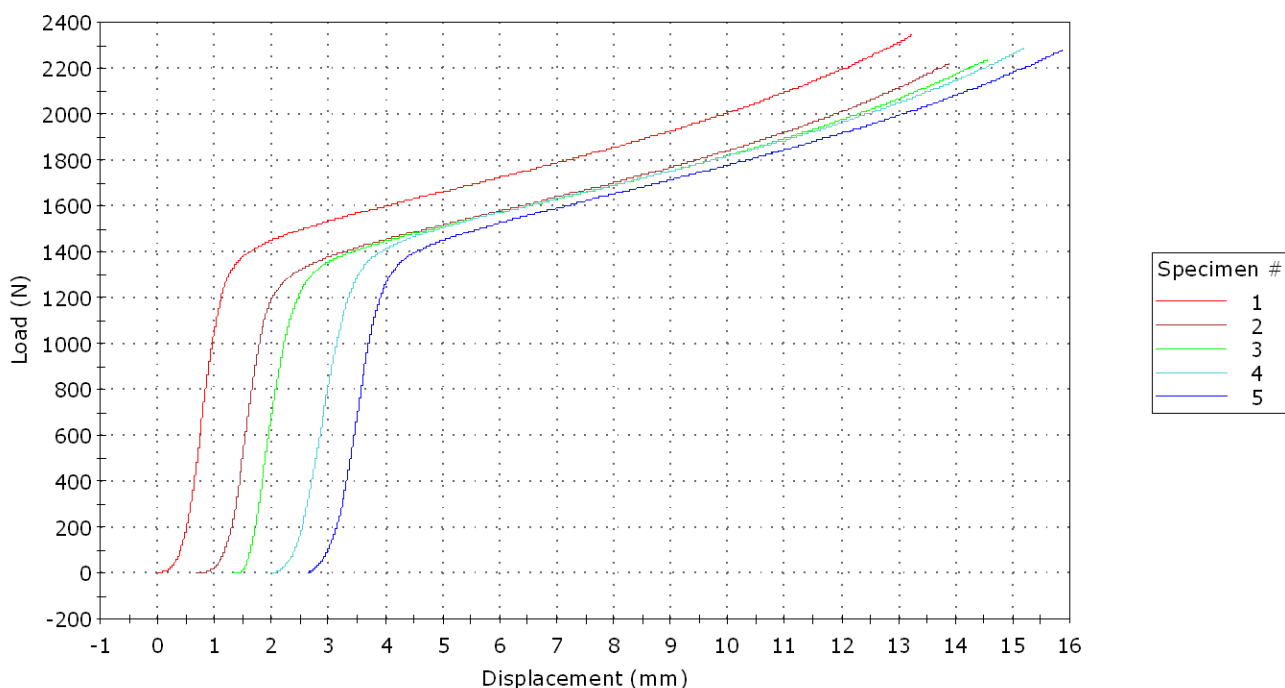
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.258	0.300	0.392
2	0.240	0.282	0.371
3	0.247	0.287	0.374
4	0.252	0.294	0.383
5	0.252	0.295	0.382
Mean	0.250	0.292	0.380
Std. Dev.	0.01	0.01	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: 5654 101P15002 3.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

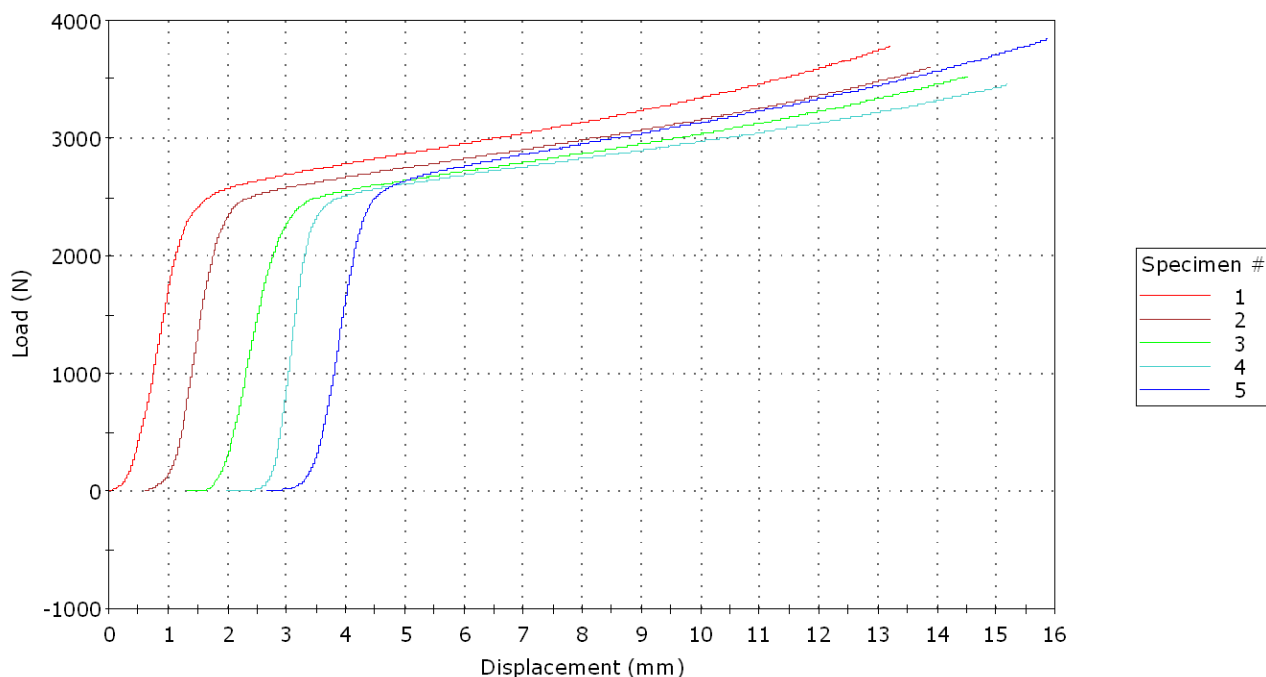
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.455	0.514	0.636
2	0.447	0.500	0.607
3	0.437	0.490	0.596
4	0.443	0.491	0.585
5	0.459	0.523	0.648
Mean	0.448	0.504	0.615
Std. Dev.	0.01	0.01	0.03

Compression Deflection per D1621-10

Customer: Flint Hills Resources

Job#: 110250008

Date: Thursday, May 19, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 1.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

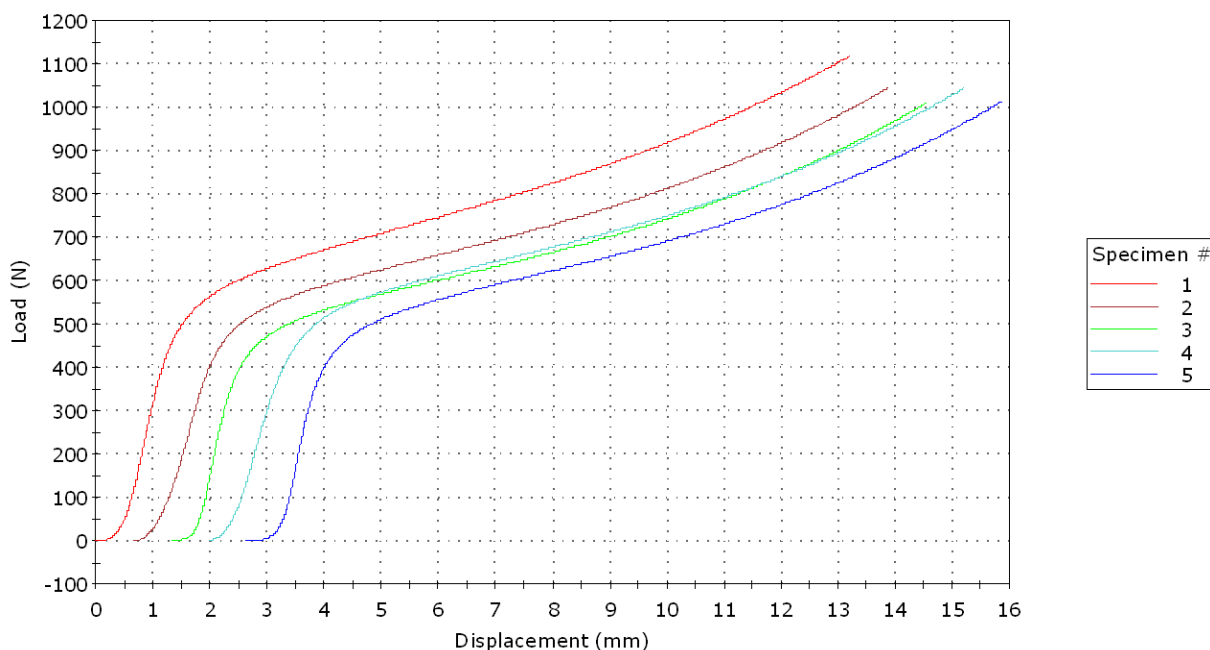
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.104	0.131	0.186
2	0.0949	0.119	0.173
3	0.0904	0.113	0.167
4	0.0947	0.118	0.173
5	0.0897	0.113	0.168
Mean	0.0947	0.119	0.173
Std. Dev.	0.01	0.01	0.01

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 19, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 2.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

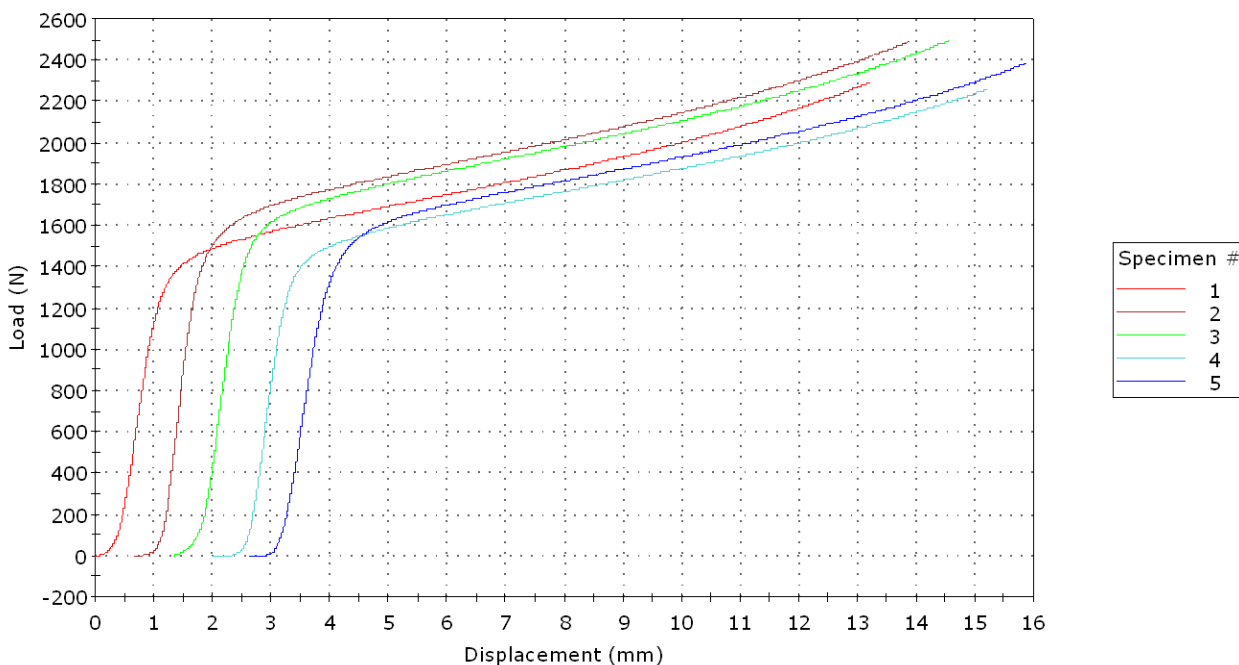
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.264	0.305	0.385
2	0.295	0.336	0.419
3	0.296	0.338	0.419
4	0.267	0.307	0.380
5	0.282	0.322	0.401
Mean	0.281	0.322	0.401
Std. Dev.	0.02	0.02	0.02

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Thursday, May 19, 2011

Tested By: Dave Marlett

Material identification: 7654 101P17001 3.0 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

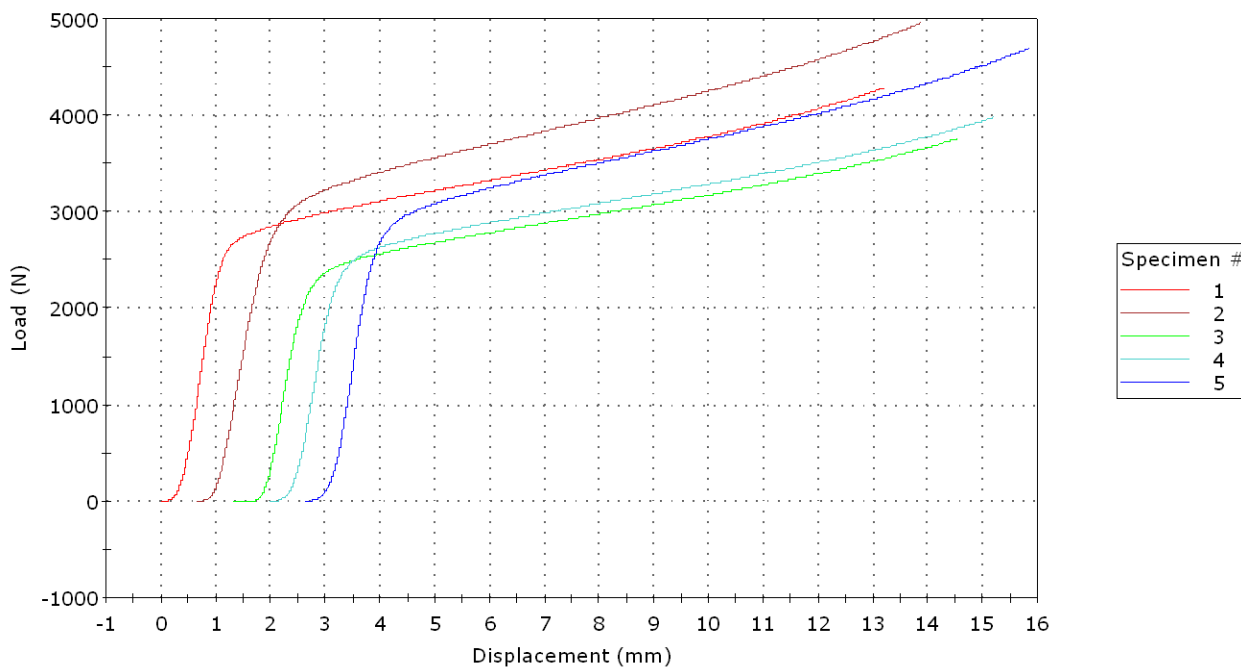
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.504	0.579	0.721
2	0.563	0.661	0.834
3	0.439	0.507	0.632
4	0.467	0.537	0.669
5	0.537	0.625	0.789
Mean	0.502	0.582	0.729
Std. Dev.	0.05	0.06	0.08

Compression Deflection per D1621-10
Customer: Flint Hills Resources
Job#: 110250008

Date: Wednesday, May 18, 2011

Tested By: Dave Marlett

Material identification: S7454 101P27002S 1.2 PCF density

Material conditioning: Post heat aging 24Hrs at 82° C

Test conditions: 23° C / 50% RH

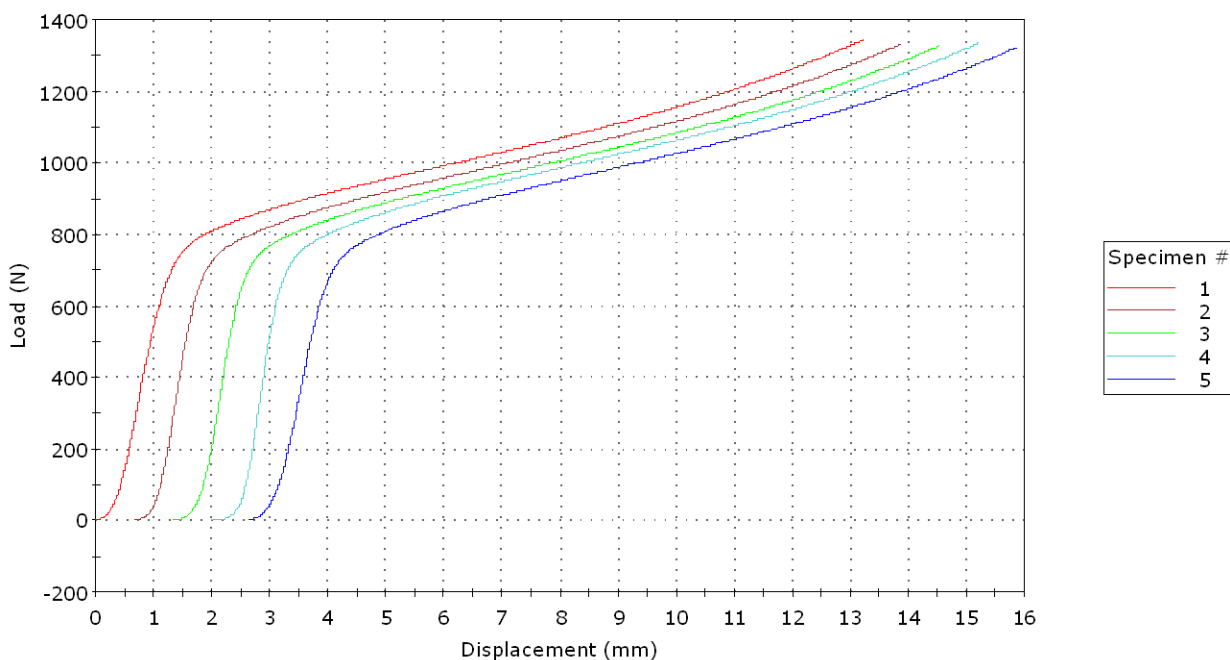
Speed: 2.5mm/min

Load frame: 07095

Load cell: 07258

Graph 1

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.145	0.173	0.225
2	0.144	0.172	0.223
3	0.143	0.171	0.223
4	0.144	0.172	0.224
5	0.141	0.170	0.222
Mean	0.144	0.172	0.223
Std. Dev.	0.00	0.00	0.00

REVISED DTL REPORT NUMBER
110450085Rev.1



Since 1903

DETROIT TESTING LABORATORY, INC.

PREPARED FOR
FLINT HILLS RESOURCE
501 BRUNNER STREET
PERU IL 61354

ATTENTION
DENNIS PANIER

CUSTOMER PURCHASE ORDER NUMBER
PEP10677

REPORT DATE
JULY 14, 2011

Detroit Testing Laboratory, Inc.
27485 George Merrelli Drive
Warren, Michigan 48092 USA
Phone: 586.754.9000
Fax: 586.754.9045
www.dtl-inc.com

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DTL




Revised DTL Report Number: 110450085
July 14, 2011

REPORTED / APPROVED BY:

DETROIT TESTING LABORATORY, INC.


David Smith, Department Manager
Materials Testing


Timothy R. Geiger, Group Manager
Materials Testing

DS/TRG/krs

PURPOSE

The purpose of this test report is to present the test results obtained during the performance of a test program. This report includes a brief description of the samples presented for test, a list of the documents presented as test instructions, and a summary of the testing performed and the results obtained. Applicable requirements and conclusions are based on the criteria provided by our client, or as specified in the reference document(s).

WORK REQUESTED / REFERENCE DOCUMENT(s)

Compression (As Received) per ASTM D1621-10
Compression (After Heating) per ASTM D1621-10
Flammability (As Received) per FMVSS 302-98
Compression (As Received) per ASTM D1621-10, Re-test
Compression (After Heating) per ASTM D1621-10, Re-test

SAMPLE DESCRIPTION

Three (3) foam materials identified as 5354 104P75040 1.0pcf, 2.0pcf and 3.0pcf
Additional samples of 104P75040 2.0 pcf received 6/24/11.

SAMPLE CONDITIONING

Prior to testing, the samples were conditioned at 23 °C \pm 2 °C and 50% \pm 5% relative humidity, as applicable.

TESTING PERFORMED

COMPRESSION (AS RECEIVED) PER ASTM D1621-10

Procedure Foam specimens were tested as received. The samples measured three inches wide by three inches long and were one inch thick. The test speed was 2.5mm/min.

Results

Specimen	Average Compressive strength at 10% strain (MPa)	Average Compressive strength at 25% strain (MPa)	Average Compressive strength at 50% strain (MPa)
5354 104P75040 1.0 PCF density	0.0795	0.1050	0.1490
5354 104P75040 2.0 PCF density	0.1690	0.2030	0.2560
5354 104P75040 3.0 PCF density	0.3590	0.4020	0.4780

Requirements No specific criteria provided.

Conclusion To be determined by Flint Hills Resource.

COMPRESSION (AFTER HEATING) PER ASTM D1621-10

Procedure Foam specimens were tested after 24 hours of heat aging at 82° C. The samples measured three inches wide by three inches long and were one inch thick. The test speed was 2.5mm/min.

Results

Specimen	Average Compressive strength at 10% strain (MPa)	Average Compressive strength at 25% strain (MPa)	Average Compressive strength at 50% strain (MPa)
5354 104P75040 1.0 PCF density	0.0840	0.1080	0.1540
5354 104P75040 2.0 PCF density	0.1830	0.2180	0.2720
5354 104P75040 3.0 PCF density	0.3930	0.4380	0.5240

Requirements No specific criteria provided.

Conclusion To be determined by Flint Hills Resource.

FLAMMABILITY (AS RECEIVED) PER FMVSS 302-98

Results

5354 104P75040 1.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

5354 104P75040 2.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

5354 104P75040 3.0 PCF density:

Specimen	Burn Time (sec)	Burn Length (mm)	Burn Rate (mm/min)
1	0	0	SE
2	0	0	SE
3	0	0	SE
4	0	0	SE
5	0	0	SE

SE= Self Extinguishing

Requirements Maximum Burn Rate of 102 mm/min

Conclusion Specimens met the stated requirement.

COMPRESSION (AS RECEIVED) PER ASTM D1621-10, RE-TEST

Procedure Foam specimen 5354 104P75040 2.0 PCF density was tested as received. The samples measured three inches wide by three inches long and were one inch thick. The test speed was 2.5 mm/min..

Results

Specimen	Average Compressive strength at 10% strain (MPa)	Average Compressive strength at 25% strain (MPa)	Average Compressive strength at 50% strain (MPa)
5354 104P75040 2.0 PCF density	0.1990	0.2370	0.3060

Requirements No specific criteria provided.

Conclusion To be determined by Flint Hills Resource.

COMPRESSION (AFTER HEATING) PER ASTM D1621-10, RE-TEST

Procedure Foam specimen 5354 104P75040 2.0 PCF density was tested after 24 hours of heat aging at 82 °C. The samples measured three inches wide by three inches long and were one inch thick. The test speed was 2.5 mm/min

Results

Specimen	Average Compressive strength at 10% strain (MPa)	Average Compressive strength at 25% strain (MPa)	Average Compressive strength at 50% strain (MPa)
5354 104P75040 2.0 PCF density	0.2070	0.2450	0.3130

Requirements No specific criteria provided.

Conclusion To be determined by Flint Hills Resource.

SAMPLE DISPOSITION

Samples will be retained at Detroit Testing Laboratory, Inc. for 30 days and then disposed of, unless otherwise specified by client.

Remark: This test report was revised to include retest data from samples received 6/24/11.

TEST EQUIPMENT

Detroit Testing Laboratory, Inc.'s calibration system meets the requirements of ISO 17025:2005.

DTL ID	Description	Manufacturer	Model Number	Cal Due
07298	DIGITAL THERMOMETER	Omega	HH81	01/12
EC109	Environmental Chamber	Thermotron	1.2	NCR
07257	LOAD CELL (20000LB/100kN)	Instron	2518-801	07/11
07095	T/C TEST MACHINE (100 kN)	Instron	4505	07/11
07570	DIGITAL CALIPERS	Mitutoyo	CD-6" P	06/11
07258	Load Cell	Instron	2518-805	07/11
07133	Tensile Tester	Instron	4201	07/11
14286	Stop Watch	VWR / Control Company	62379-460	11/11
12190	Thermohumidigraph	Newport Electronics Inc.	CT485B	06/11
08462	Flammability Chamber	Sunspot Products	None	NCR
00850	Oven	Blue M	OV-490A-2	NCR
10890	Hydra Data Bucket	Fluke	2625A	02/12

NCR -- No Calibration Required

APPENDICES: Appendix A: Test Data

Customer: Flint Hills Resource

Job#: 110450085

Compression Deflection per D1621-10

Tested By: Dave Marlett

Material identification: 5354 104P75040 1.0 PCF density

Material conditioning: As received

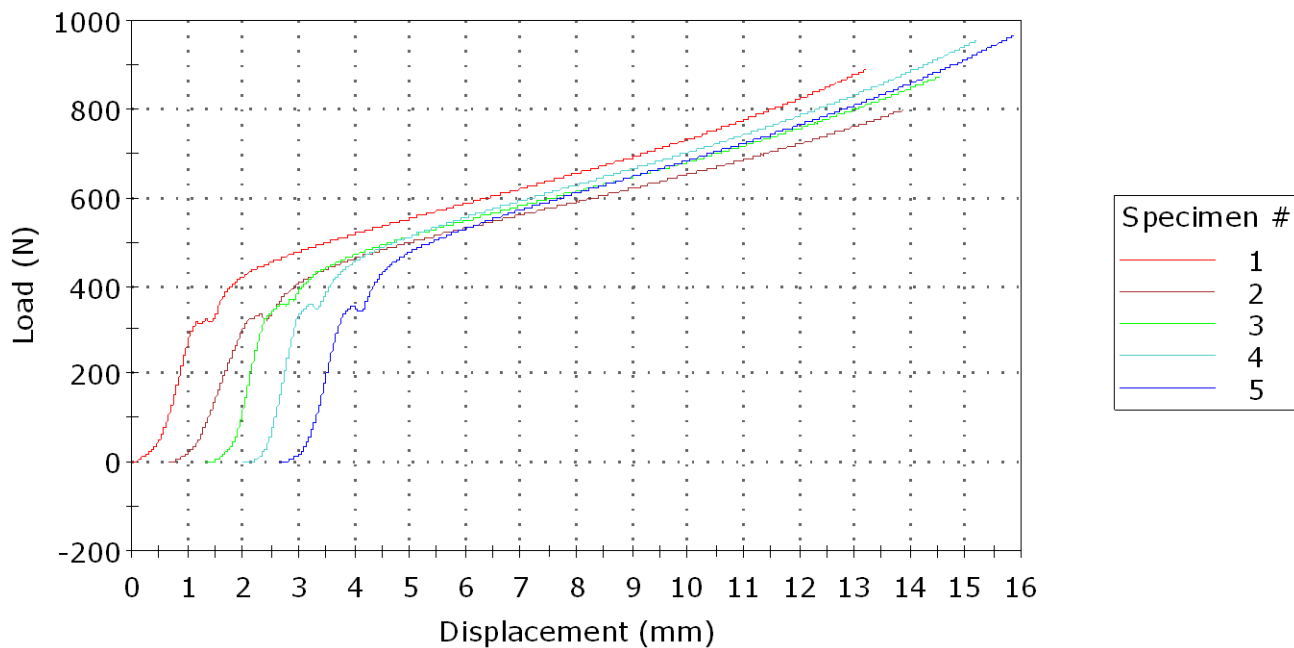
Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

Load frame: 07133

Load cell: 07258

Specimen 1 to 5



Customer: Flint Hills Resource

Job#: 110450085

Compression Deflection per D1621-10

Tested By: Dave Marlett

Material identification: 5354 104P75040 2.0 PCF density

Material conditioning: As received

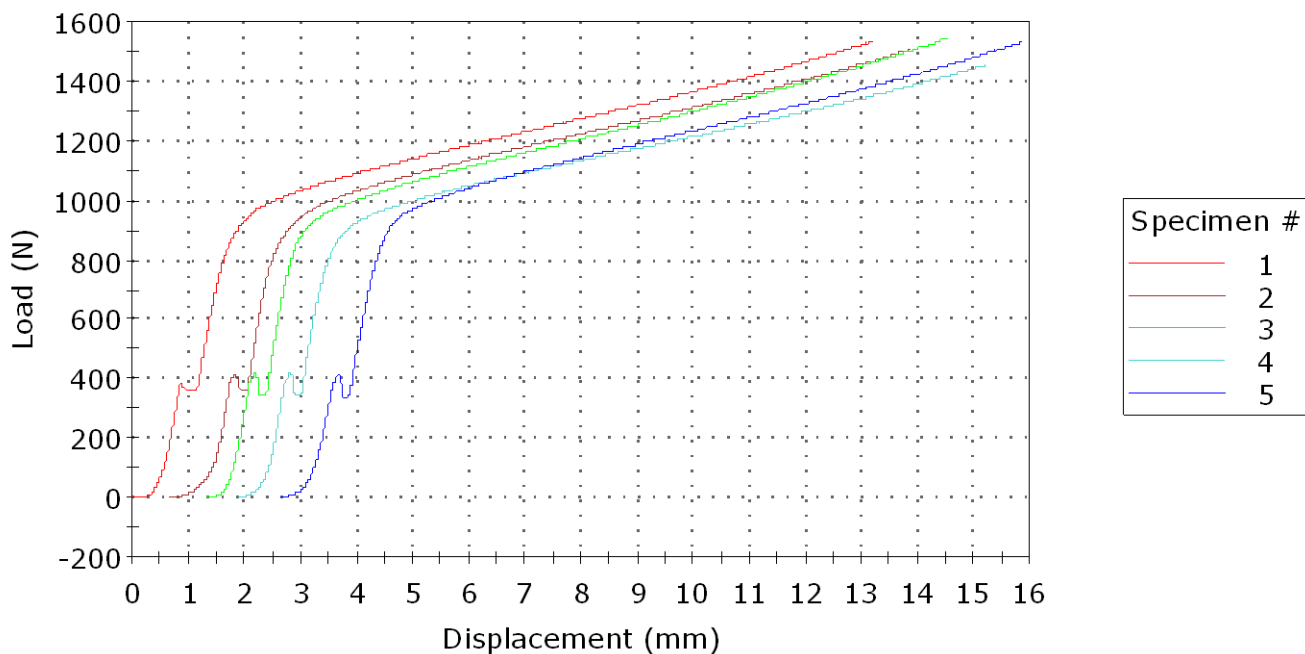
Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

Load frame: 07133

Load cell: 07258

Specimen 1 to 5



Customer: Flint Hills Resource

Job#: 110450085

Compression Deflection per D1621-10

Tested By: Dave Marlett

Material identification: 5354 104P75040 3.0 PCF density

Material conditioning: As received

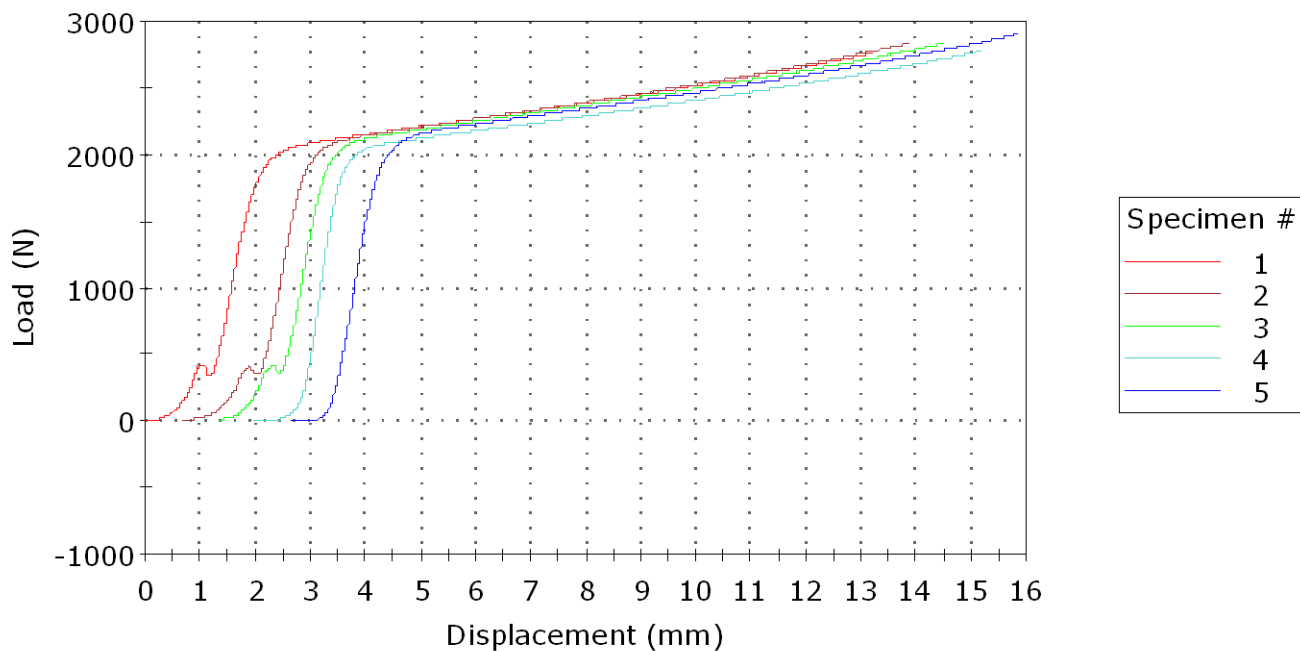
Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

Load frame: 07133

Load cell: 07258

Specimen 1 to 5



Customer: Flint Hills Resource

Job#: 110450085

Compression Deflection per D1621-10

Tested By: Dave Marlett

Material identification: 5354 104P75040 1.0 PCF density

Material conditioning: Heat aged

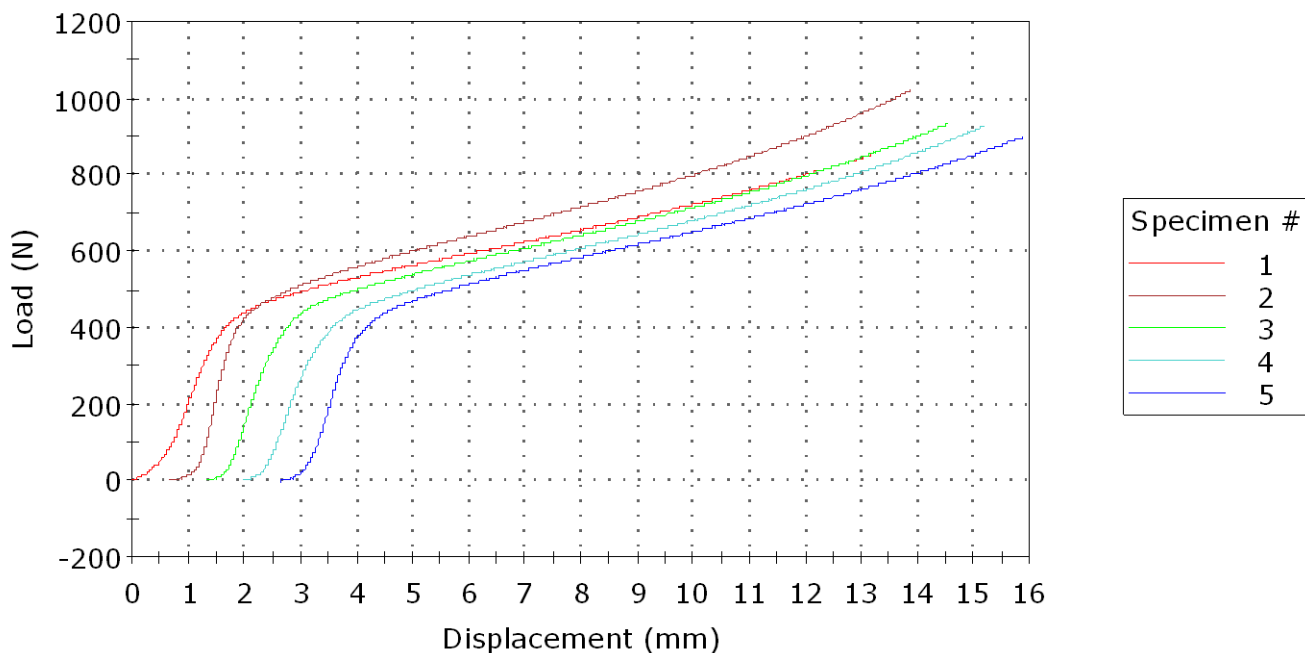
Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

Load frame: 07095

Load cell: 07257

Specimen 1 to 5



Customer: Flint Hills Resource

Job#: 110450085

Compression Deflection per D1621-10

Tested By: Dave Marlett

Material identification: 5354 104P75040 2.0 PCF density

Material conditioning: Heat aged

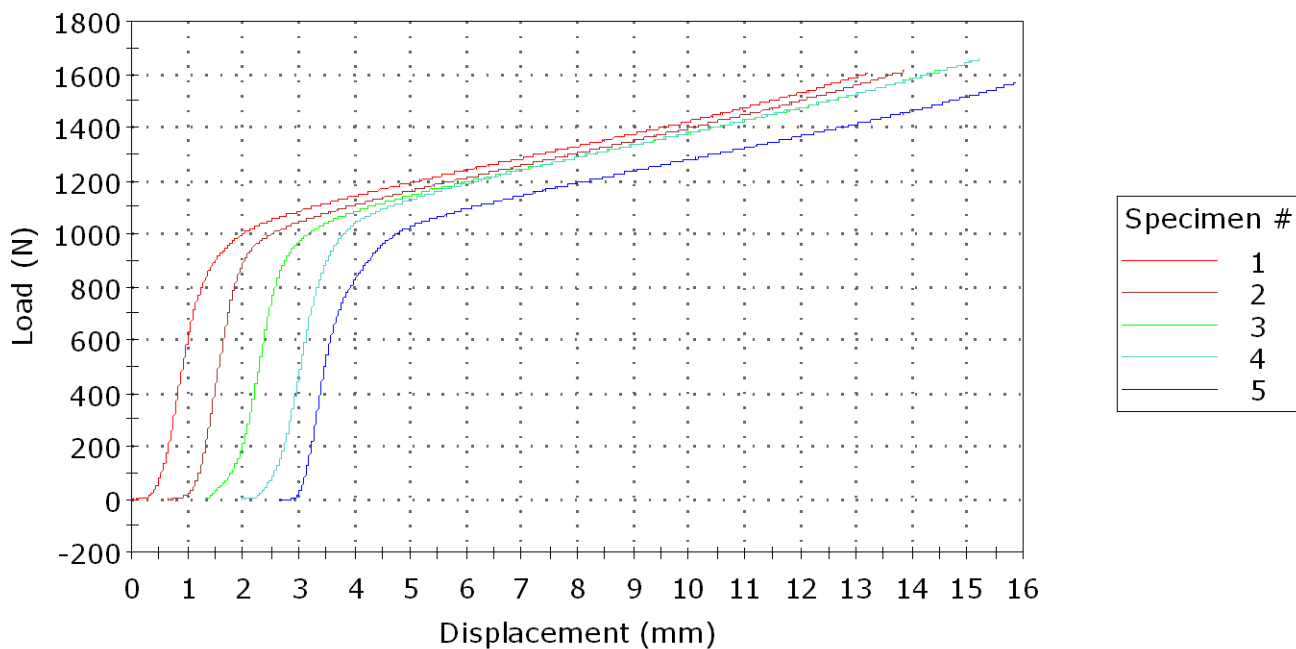
Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

Load frame: 07095

Load cell: 07257

Specimen 1 to 5



Customer: Flint Hills Resource

Job#: 110450085

Compression Deflection per D1621-10

Tested By: Dave Marlett

Material identification: 5354 104P75040 3.0 PCF density

Material conditioning: Heat aged

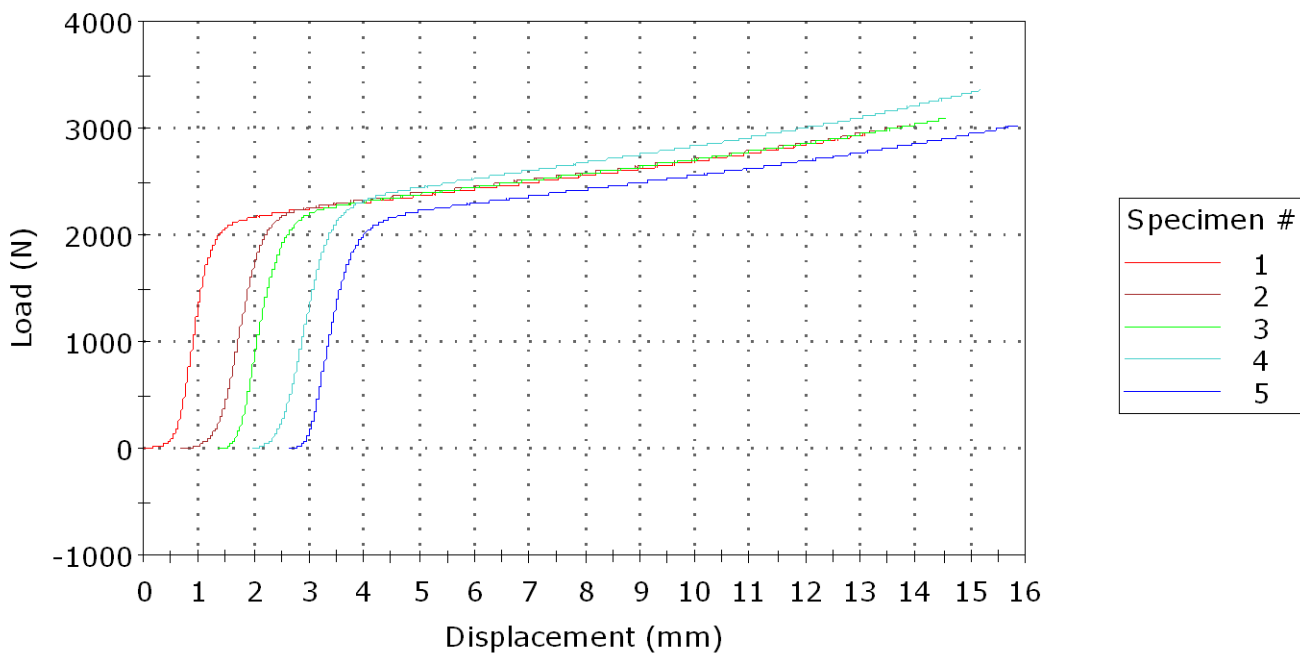
Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

Load frame: 07095

Load cell: 07257

Specimen 1 to 5



Customer: Flint Hills Resources

Job#: 110450085

Compression Deflection per D1621-10

Tested By: Dave Marlett

Material identification: 5354 104P75040 2.0 PCF density

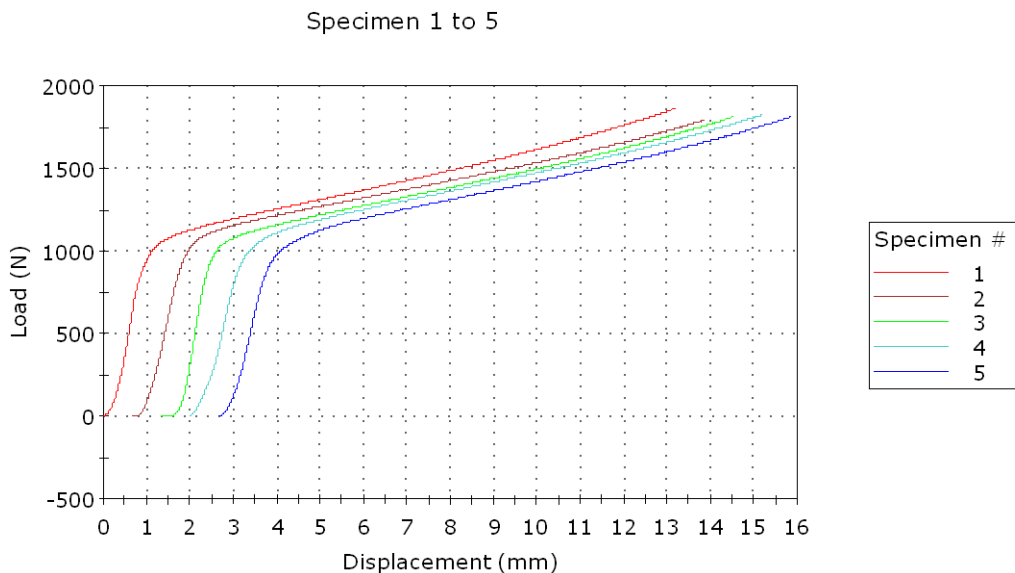
Material conditioning: As received

Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

Load frame: 07095

Load cell: 07257



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.201	0.239	0.313
2	0.201	0.237	0.302
3	0.198	0.235	0.304
4	0.199	0.238	0.307
5	0.196	0.235	0.304
Mean	0.199	0.237	0.306
Std. Dev.	0.00	0.00	0.00

Customer: Flint Hills Resources

Job#: 110450085

Compression Deflection per D1621-10

Tested By: Dave Marlett

Material identification: 5354 104P75040 2.0 PCF density

Material conditioning: Heat Aged

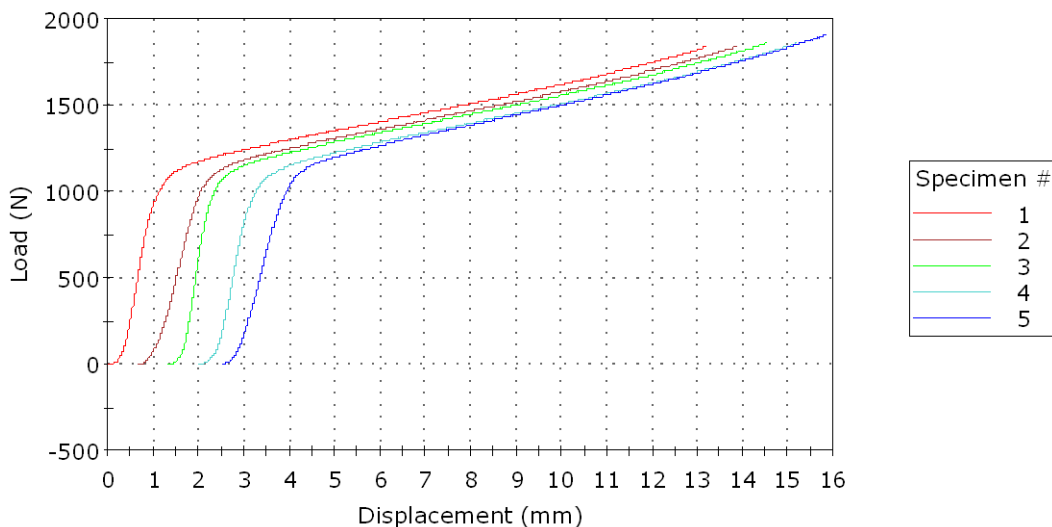
Test conditions: 23° C / 50% RH

Speed: 2.5mm/min

Load frame: 07095

Load cell: 07257

Specimen 1 to 5



	Compressive strength at 10 % strain (MPa)	Compressive strength at 25 % strain (MPa)	Compressive strength at 50 % strain (MPa)
1	0.209	0.245	0.310
2	0.206	0.244	0.310
3	0.209	0.246	0.313
4	0.205	0.243	0.313
5	0.208	0.248	0.321
Mean	0.207	0.245	0.313
Std. Dev.	0.00	0.00	0.00

AngelTrax Vulcan™ Series VULCANV12

12 Channel HD/IP Mobile DVR Specifications for Mass Transit Applications

The twelve (12) channel transit bus surveillance system requested must meet the following minimum requirements:

- The vendor is permitted to propose multiple systems within their response.
- The vendor is to include pricing for the AngelTrax Vulcan Series twelve (12) channel HD mobile digital video recording system.

SYSTEM REQUIREMENTS

- The system must be capable of recording twelve (12) channels of audio and video in 1080P simultaneously, at up to 30fps, including up to eight (8) HD cameras capable of 1080P video and audio and up to four (4) IP HD cameras capable of up to 1080P (at 1920x1080).
- The MDVR must be capable of the following recording resolutions:
 - NTSC: 1080P (1920x1080), 720P (1280x720), WD1 (928x480), WHD1 (928x240), WCIF (464x240), D1 (704x480), HD1 (704x240), CIF (352x240)
 - PAL 1080P (1920x1080), 720P (1280x720), WD1 (928x576), WHD1 (928x288), WCIF (464x288), D1 (704x576), HD1 (704x288), CIF (352x288).
- The system must be capable of optimizing high quality video and recording time by selecting frame rates, recording quality and resolution for each camera independently.
- The system must have a 4-7 second brownout protection during a loss of power to protect media. Duration will be determined by power consumption at time of power loss.
- The front of the MDVR must have status indicator lights to include HDD, SD, GPS, NET, HTR, PWR, REC, VLOSS, ALM and ERR. The front of the MDVR must also have an IR receiver. These lights and IR receiver must remain visible when the front door of the MDVR is closed and locked. An optional light indicator box must be available for easy viewing by the driver.
- The system must also continue to record while being viewed remotely or wirelessly downloading video by multiple users.
- The MDVR system must operate utilizing an embedded Linux platform for stability and reliability.

MDVR FEATURES

- The MDVR must have a mounted extension cable for connection to an optional touchscreen monitor used for setup and troubleshooting without removing the front door panel.
- The MDVR must have a “plug and play” connection on the rear panel for an onboard live monitor.
- The MDVR “panic button” located near the driver’s seat must have hard drive location “marking” capabilities and serve as a live recording indicator.
- The MDVR must have one alarm input, one output and six (6) sensor inputs for marking events defined by the customer such as right turn, left turn, reverse, brake, door 1 and door 2.
- The hot-swappable SATA hard drive shall have a minimum storage capacity of 1TB of high quality video. The term “hot-swappable” shall mean that the hard drive may be removed and/or replaced while the MDVR is in full powered operation, without any damage.
- Once the hard drive is full, the system will overwrite the oldest data first.
- The hard drive must be easily accessible from the front panel.
- The hard drive housing must include a heater.
- The MDVR must have one (1) SD card slot for redundant recording, as desired by the user. The SD recorder must have separate settings to allow for increased recording time when in redundant mode.
- The MDVR must have slots to accept two (2) SIM cards for dual cellular network capabilities. This feature must be included within the MDVR housing.
- The MDVR must have a USB port on the front of the unit for removable storage to be able to download video or images directly from the MDVR or upgrade the firmware of the device, the CP4 monitor, IPC or GPS. The USB port must also accommodate a mouse or the Vulcan™ Series Easy Check device management software and Wi-Fi module.
- All recording on the MDVR must utilize H.264 compression.

Specifications, features and applications of use are subject to change without notice. ▼ 8/23/2017

AngelTrax Vulcan™ Series VULCANV12

- The MDVR must have the capability to connect to an Ethernet port at 10/100M/1000M, for connecting the MDVR to a wired Ethernet connection or for connecting IP cameras.
- The MDVR must power up based on an 8-36V ignition trigger under continuous record, alarm record, motion record and schedule recording options. In addition, the MDVR must be able to be programmed to stay powered on and recording for up to 24 hours after the vehicle is off.
- The MDVR must be capable of onboard viewing, downloading video and setting up the MDVR via a laptop or touchscreen monitor directly connected to the MDVR.
- The HD cameras must connect directly to the rear of the MDVR via DB44 cable with 4 pin aviation grade connectors.
- The MDVR must have the ability to adjust the brightness, contrast, color and saturation individually on each camera and must also be able to electronically mirror or flip the camera displays.
- The MDVR must have the ability to store alarm events without the events being overwritten.
- The MDVR must have an integrated 3-axis accelerometer and must be capable of tagging the video and/or sending alerts if the vehicle exceeds a pre-determined G-Force threshold. An additional connection must be available for an external accelerometer for use in driver behavior reporting.
- The MDVR must have the ability to provide the following, available for immediate download:
 - A programmed channel snapshot, taken when the panic button is pressed or when an alarm or event is triggered, and
 - Video clips, recorded in pre-defined lengths, of the camera view before and after the snapshot is taken.
- The MDVR must have the ability to detect video loss, motion or a camera being covered and be able to trigger an alarm or event independently.
- The MDVR must have the ability to upgrade the device firmware, CP4, IPC or GPS, either directly from a USB drive plugged into the MDVR or remotely using an active Internet connection.
- The MDVR will be capable of recording optional Virtual Synchronized Mapping™ as a permanently embedded video record simultaneously recorded with the video, providing a court-ready GPS map for evidence without the use of an Internet connection or the Google Maps™ mapping service.

MDVR WIRELESS CONNECTIVITY

- The MDVR must have a connection on the rear panel for an optional GPS antenna.
- The MDVR must include a port for an optional Wi-Fi or cellular antenna on the rear panel.
- The MDVR must have the ability to connect up to two (2) internal cellular modems without requiring any external hardware other than antennas. The cellular connections must be able to be set to 2G/3G/4G or a mix of the networks; must have a place to enter an APN number, user name and password; and must work with both CHAP and PAP certifications.
- The MDVR must be able to connect to a Pro 8™ Central Management System (CMS) server for live tracking, remote view, MDVR health, remote playback and remote video download.
- The MDVR must be able to switch from cellular download to Wi-Fi download when in range of the Wi-Fi network or be able to be programmed for video download using Wi-Fi only.

MECHANICAL REQUIREMENTS

- The MDVR shall have a lockable, hinged front door panel with rounded edges for safe access to any removable components such as the hard drive.
- The lockable front door must provide protection from front access by unauthorized personnel, with no exposed controls, and must offer a wireless remote control for easy setup and programming by authorized personnel.
- The MDVR must have a rear cover to prevent tampering with connections.
- The MDVR casing must be of extruded aluminum and built for MIL-STD-810F shock resistance and must operate between -40 degrees and 158 degrees Fahrenheit without additional enclosures.
- The MDVR must have user-selectable settings to shut down operations autonomously when temperature or voltage limits are exceeded. Temperature and voltage limits may be set by user, within the MDVR's recommended operating limits.

Specifications, features and applications of use are subject to change without notice. ▼ 8/23/2017

AngelTrax Vulcan™ Series VULCANV12

- The MDVR must have user-selectable settings to shut down operations autonomously when temperature or voltage limits are exceeded. Temperature and voltage limits may be set by user, within the MDVR's recommended operating limits.
- The MDVR must pass Random Vibration Test, Test Method/Specification ISO 16750-3:2012 Clause 4.1.2.8.2.
- The MDVR must pass Mechanical Shock Test, Test Method/Specification ISO 16750-3:2012 Clause 4.2.2.2.
- The MDVR shall be rated MIL-STD-810F.
- The MDVR must be of the following dimensions: 8.7"W x 3.5"H x 11.6"D.

ELECTRICAL REQUIREMENTS

- The MDVR must operate within a power input range of 8-36V DC and must be connected with a wire that is a minimum of 16-gauge, with inline fuses, and be internally and continually protected from power surges, voltage spikes and reverse polarity. The MDVR power consumption must not exceed 30 watts.
- A separate, external UPS must be available to regulate fluctuations in vehicle voltage and to provide for operation of all functions at full capacity in the event of an interruption in power to the MDVR.

ENVIRONMENTAL REQUIREMENTS

- The MDVR unit must have high and low temperature protection including a heater and fan.
- The MDVR must have startup protection to prevent damage from voltage fluctuations.

PLAYBACK SOFTWARE

- Playback software must be provided without charge, including upgrades, for the life of the system.
- The playback software must be simple to use and, from one window, allow the user to access live or recorded video from multiple sources.
- The playback sources must include but not be limited to the following:
 - An MDVR hard drive connected to a PC.
 - An MDVR connected to the Pro 8 CMS server via an active Internet connection aboard the vehicle.
 - A PC connected directly to the MDVR via the LAN aboard the vehicle or a server and a live stream from selected vehicles.
- The playback software must be capable of displaying video utilizing zoom, blur, selected camera views and selected microphone audio from all playback sources stated above. Organizing the display to pertinent and specific channel display must be done with a mouse click.
- The playback software must be capable of requesting wireless downloads, when equipped with an active Internet connection.
- The playback software must be capable of easy download for viewing by legal authorities and authorized parties.
- The video must be equipped with a watermark feature to alert the viewer to video alteration or manipulation.
- The playback software must utilize proprietary encryption to limit access to authorized parties.
- The playback software must be capable of converting video to AVI formats for common display.
- The playback software must be able to create "clips" of pertinent event time duration for storage and transmission on multiple media such as thumb drives, DVDs, etc.
- The playback software must display Google Maps™ mapping service and the vehicle's GPS location, if the MDVR is equipped with optional GPS antenna, when the playback PC is connected to the Internet.
- The playback software must be capable of displaying Virtual Synchronized Mapping™, a GPS map of the vehicle location permanently embedded in the video recording, without Internet access, as court-ready evidence.

WARRANTY, SERVICE AND SUPPORT

- All hardware shall include a warranty of five (5) years parts and labor.
- Unlimited telephone and email technical support shall be provided at no additional charge for the life of the system.
- Additional extended warranty and service contracts will be available.

Specifications, features and applications of use are subject to change without notice. ▼ 8/23/2017





29605
Red



5080
Orange



6282
Red



5470
Red



6543
Red



44128
Red



2622
Scarlet



5027
Red



29198
Red



8554
Flame Red



674
Red



48
Red



77968
Red



51078
Medium Red



4992
Red



143
Maroon



32678
Red



75334
Purple



58360
Aquatone Blue



5079
Blue



95605
Baffin Blue



92095
Blue



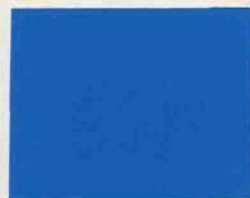
43500
Pastel Blue



96581
Sierra Blue



78387
Light Blue



K9441
Blue



6544
Blue



5351
Blue



5205
Blue



K9359
Blue



G9369
Blue



77257
Blue



5240
Bright Med. Blue



7165
Blue



42811
Med. Blue



K9740
Blue



24160
Blue



63203
Blue



2063
Blue



81501
Dark Blue



62703
Light Green



43521
Med. Green Gold



80334
Green



1650
Green



29609
Green



29608
Green



5181
Lime



43757
Green



5081
Green



43073
Signal Green



74844
Green



79039
Green



7456
Bright Green



5316
Green



1317
Green



546
Green



7666
Green



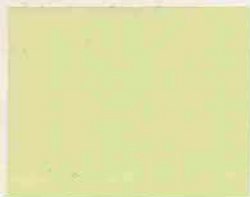
7498
Green



62006
Green



2015
Green



5363
Pastel Lime



43522
Light Green Gold



5371
Green



7364
Cream



5577
Bright Lime



530
Cream



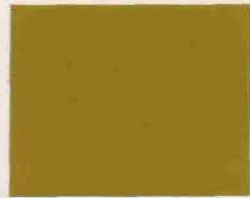
5443
Cream Yellow



42831
Dark Yellow



7863
Bahama Yellow



44129
Harvest Gold



44162
Solar Yellow



76556
Lunar Yellow



K9599
Yellow



42882
Yellow



5283
Sunflower



8550
Chrome Yellow



58199
Golden Yellow



44139
Bright Yellow



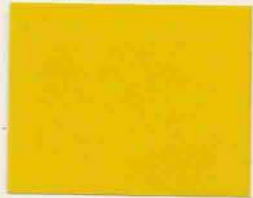
5194
Bright Yellow



78134
Yellow



224
Yellow



5248
Yellow



54701
Yellow



6561
Yellow



K9590
Yellow



218
Yellow



G9737
Yellow



4357
Yellow



24316
Yellow



1021
Orange



31
Omaha Orange



60659
Orange



5146
Orange



24592
Orange



7455
Burnt Orange



55769
White



95922
White



508
White



6538
White



28072
White



7372
White



7414
White



817
White



8796
White



4950
Blue



59373
White



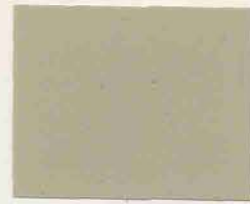
4296
White



4775
White



93774
White



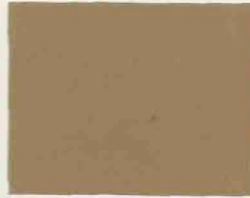
78390
Beige



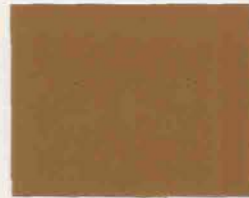
43938
Cream



42807
Beige



96939
Bengal Tan



3295
Brown



29607
Brown



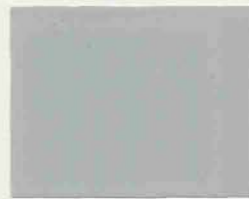
96704
Tan



7444
Dark Brown



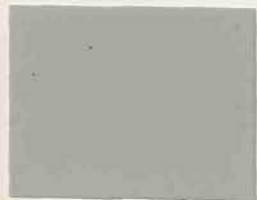
7502
Brown



72092
Gray



57704
Gray



71537
Polar Gray



55137
Gray



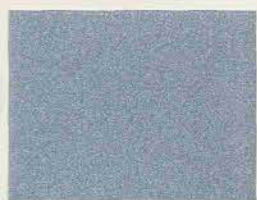
6334
Gray



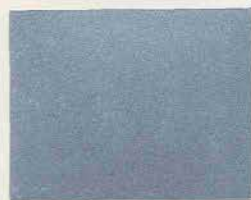
99
Black



5093
Dark Blue



45406
Aztec Silver Met.



44716
Silver Blue Met.



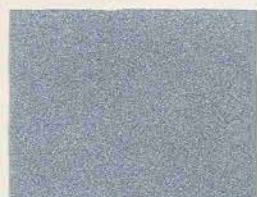
N8075
Indian Silver Met.



44434
Silver Met.



43862
Silver Met.



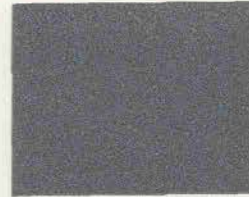
43523
Cloud Silver Met.



5032
Quick Silver Met.



43859
Silver Met.



44401
Pewter Gray Met.



14163
Gray Met.



5563
Silver Met.



44489
Smoke Gray Met.



44488
Cumulus Gray Met.



B8012
Dk.Charcoal Met.



44433
Slate Gray Met.



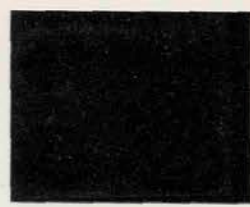
44490
Pepper Gray Met.



45537
Shadow Gray Met.



5031
Phantom Gray Met.



44494
Sable Met.



44435
Black Met.



H7994
Seminole Red Met.



44460
Lt. Firethorne Met.



44459
Dk. Firethorne Met.



44467
Dk. Persimmon Met.



44471
Burnt Orange Met.



44466
Lt. Persimmon Met.



44458
Autumn Red Met.



H7926
Carmine Met.



44456
Dk. Burgundy Met.



44457
Lt. Burgundy Met.



43821
Red Bronze Met.



5477
Dark Red Met.



45731
Regent Red Met.



4490
Burgundy Met.



44455
Lt. Maroon Met.



44461
Lt. Rose Met.



44472
Lt. Rose Gray Met.



44473
Dk. Rose Gray Met.



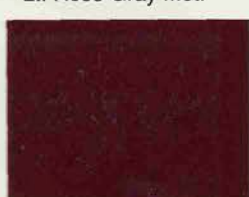
44402
Red Met.



44493
Dk. Violet Met.



44465
Orchid Met.



44462
Med. Rose Met.



44464
Berry Red Met.



44474
Wine Met.



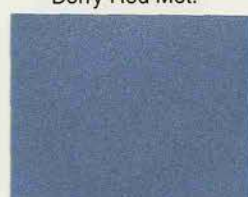
44463
Dk. Rose Met.



44491
Lt. Violet Met.



5513
Diamond Blue Met.



B8141
Lt. Blue Met.



44436
Lt. Blue Met.



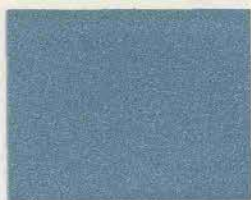
44410
Seascape Blue Met.



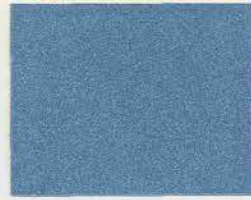
44717
Lt. Blue Met.



B8103
Lt. Jadestone Met.



44479
Med. Potomac Blue Met.



44403
Teal Blue Met.



44438
Lt. Continental Blue Met.



G8124
Lt. Blue Met.



4839
Med. Blue Met.



44425
Med. Aqua Met.



44409
Turquoise Met.



43866
Turquoise Met.



44442
Dk. Continental Blue Met.



44482
Bay Blue Met.



5535
Bright Blue Met.



N8076
Lauderdale Blue Met.



44431
Med. Concord Blue Met.



44426
Bright Blue Met.



45615
Regal Blue Met.



7446
Mariner Blue Met.



44429
Dk. Rich Blue Met.



G8125
Sovereign Blue Met.



44404
Biscayne Blue Met.



44427
Lt. Rich Blue Met.



G8067
Vivid Blue Met.



44428
Med. Rich Blue Met.



G8064
Concord Blue Met.



H8061
Panama Blue Met.



44441
Dk. Aqua Met.



44405
Dk. Blue Met.



44481
Plum Met.



44432
Lt. Concord Blue Met.



5155
Blue Met.



45721
Ensign Blue Met.



7870
Haze Blue Met.



B8007
Midnight Blue Met.



44430
Dk. Concord Blue Met.



44437
Ice Blue Met.



H7924
Sky Mist Blue Met.



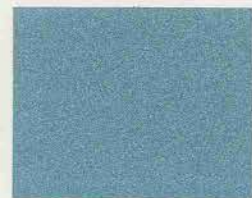
5056
Turquoise Met.



44440
Lt. Aqua Met.



44477
Pacific Blue Met.



44439
Lt. Turquoise Met.



43867
Turquoise Met.



45024
Sea Sprite Green Met.



44415
Bright Green Met.



44417
Dark Ivy Met.



44424
Lt. Lime Met.



44421
Med. Lime Met.



5055
Yellow Green Met.



45803
Med. Green Met.



29235
Green Met.



44422
Lt. Olive Met.



44416
Med. Ivy Met.



44420
Med. Olive Met.



G8068
Olive Green Met.



44423
Dk. Olive Met.



44406
Lt. Green Met.



44407
Med. Green Met.



14283
Jade Green Met.



44414
Med. Jade Met.



44413
Dk. Jade Green Met.



10552
Glade Green Met.



15394
Green Met.



43517
April Green Met.



H8070
Spruce Green Met.



44408
Dk. Green Met.



45192
Dk. Green Met.



44487
Alpine Green Met.



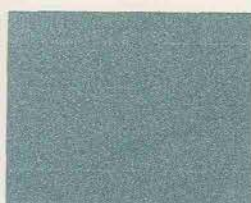
44412
Midnight Green Met.



H7925
Sherwood Green Met.

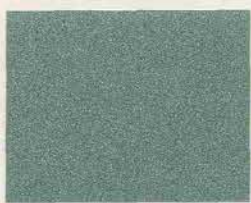


C8068
Dark Pine Met.



44484

Lt. Moss Green Met.



44483

Dk. Moss Green Met.



44418

Lt. Frost Green Met.



44419

Dk. Frost Green Met.



7274

Green Met.



5537

Lime Gold Met.



44485

Tropic Green Met.



92654

Pearl Fawn Met.



B8178

Heather Mist Met.



44448

Med. Taupe Met.



G7809

Gold Met.



44411

Green Gold Met.



43820

Spanish Gold Met.



G8065

Gold Met.



14814

Gold Met.



44495

Saturn Gold Met



G8070

Gold Met.



5242

Las Vegas Gold Met.



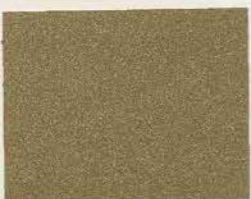
44453

Sand Met.



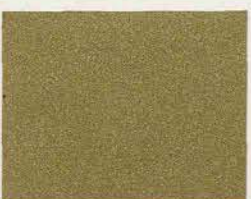
44447

Lt. Saddle Met.



N8014

Med. Gold Met.



44469

Med. Gold Met.



44468

Brt. Yellow Gold Met.



44450

Lt. Chestnut Met.



43822

Bronze Met.



H9135

Red Gold Met.



G8066

Brown Met.



5185

Dark Bronze Met.



44454

Dk. Maroon Met.



44475

Deep Maroon Met.



44449

Dk. Chestnut Met.



45785

Desert Gold Met.



44444

Dk. Brown Met.



44445

Lt. Brown Met.



45189

Dk. Carmine Met.

Commercial Wheelchair Lifts

NVL2 Vista Series™



 **BraunAbility**
Life is a Moving Experience™

NVL2 Vista Series™

- Fully automatic FMVSS 403 compliant lift, operated by an attendant
- Unique stacking platform for increased passenger and driver visibility
- Loading position - either direction
- Interfaces with OEM interlocks
- Long lasting LED lift mounted lights that are active when vehicle interlocks are engaged and lift power switch is on
- Hand-held control box with illuminated functions
- Locking mechanical Inboard Barrier (IB), powder coated yellow for safety and high visibility, prevents operation if occupied
- Pump design prevents platform folding when occupied, quiet operation & low current draw
- Durable redesigned baseplate reduces lift weight and allows for quicker and easier service of hose/wiring
- Easily installed, step-by-step installation instructions, no peripheral hardware required
- Platform movement prevented during unsafe operation
- Gas spring activated outer barrier detects roll stop occupancy as the platform leaves the ground, complete with durable rubber nose guard
- Transition areas marked with durable high-gloss yellow powder coating for safety & visibility
- Side or rear door application
- Dual handrails for security and convenience
- Bridging feature permits the wheelchair user to board the lift from sidewalks or inclines
- Floor to ground travel is 48"
- Lifting capacity is 800 lbs
- Integrated back-up pump
- Equipped with an adjustable anti-rattle feature to avoid unpleasant noise in the vehicle during transit
- Durable high-gloss powder coated finish
- Lift-Tite system stows the lift platform securely while the vehicle is in transit
- Pump module with removable cover offers easy access to all components
- Optional handrail belt



All illustrations, descriptions and specifications in this brochure are based on the latest product information at the time of publication. BraunAbility reserves the right to make changes at any time without notice. © 2014 The Braun Corporation 34328



Integrated dual handrails provide added security for wheelchair users and standees



Visual and audible warnings alert both passengers and attendants to unsafe conditions

Gas spring activated outer barrier detects roll stop occupancy as the platform leaves the ground



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Life is a Moving Experience™

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(574) 946-6153 • 1-800-THE-LIFT

www.braunability.com/commercial

AL700 TITAN SERIES SYSTEMS

With its distinctive blue webbing and highly-visible, yellow “locked” indicator tag, the AL700 Titan Retractor Series lets operators know when the retractor is in locked mode. This auto-tension, auto-lock wheelchair securement system allows operators to quickly secure a wheelchair in seconds — with only one hand. The Titan Retractor System has a low-profile bracket and a sleeker, cleaner retractor case with a stud fitting to attach the occupant restraint system.



ACCESSORIES

AL701061

Series L Connector Assembly Kit

This kit converts AL700 Titan Series and FF600 Series wheelchair tie-down retractor assemblies to a Series L Track application.



AL701052 - 14

Series A Connector Assembly Kit

This kit converts AL700 Titan Series and FF600 Series wheelchair tie-down retractor assemblies to a Series A Track application.



Q8-7580SL

SNC Cleat Connector Assembly Kit

This kit converts AL700 Titan Series and FF600 Series wheelchair tie-down retractor assemblies to a SNC Cleat fitting application.



STANDARDS COMPLIANCE

AL700 Titan Series Systems when properly used with a complete Sure-Lok System, comprised of wheelchair tie-down, a complete occupant restraint system (including lap and shoulder belt), track and anchorages are designed to meet the following requirements where applicable:

- 30mph/20g Impact Test Criteria per SAE J2249
- 30mph/20g Impact Test Criteria per National Standards for School Buses
- 30mph/20g Impact Test Criteria per Canadian Z605 Standard
- 30mph/20g Impact Test Criteria per ISO 10542 Standard
- 49 CFR Part 38 Americans with Disabilities Act (ADA)
- 49 CFR Part 571.222 (FMVSS 222) School Bus Passenger Seating and Crash Protection
- FMVSS 302 Flammability Test
- Certificates of Conformance available upon request.



WARNING

Always secure the occupant in the vehicle with a complete Sure-Lok Occupant Restraint System, consisting of lap and shoulder belts. Secure the wheelchair in the vehicle with a Sure-Lok Wheelchair Tie-Down System.

1. The AL700 Titan Series retractors have distinctive blue webbing and a highly-visible, yellow “locked” indicator tag, letting operators know when the retractor is in locked mode.
2. S-hook configuration makes it easy for operators to quickly secure a wheelchair in seconds — with only one hand — and keeps webbing flat and untwisted when properly attached to the wheelchair.
3. The low-profile bracket on the AL700 Titan Series retractor is close to the ground and the chrome-plated case provides a cleaner, sleeker appearance.
4. Titan’s low-profile design minimizes interference with most wheelchairs. With the auto-tensioning feature, webbing automatically retracts into the housing and stays off the floor — keeping it cleaner and longer lasting.
5. The stud fitting, located at the top of the retractor case, provides an easy attachment point for integrated occupant restraint systems.

AL700 TITAN SERIES SYSTEMS

Determine which Titan Retractor System is right for you. Select the Floor Anchor type you have or want installed. Then just order the corresponding kit part number. It's that easy. Retractor assembly part numbers are listed in the chart below and retractor kit part numbers are in the charts on the opposite page. For more information on occupant restraints, refer to pages 20-25.



EXAMPLE OF KIT AL712S-4C

AL700907S

AL700855S








L TRACK	A TRACK	SNC	
AL700855S	AL700857S	AL700944S-SNC	RIGHT HAND RETRACTOR S-HOOK (pictured)
AL700907S	AL700925S	AL700945S-SNC	LEFT HAND RETRACTOR S-HOOK
			




**SNC
FLOOR ANCHOR
Q8-7580-A**

TITAN RETRACTOR KITS WITH OCCUPANT RESTRAINTS

FLOOR ANCHOR TYPE	ATTACHMENT STYLE	KIT PN	PN IN KIT	QTY	OCCUPANT RESTRAINT
L TRACK 	S-HOOK	AL712S-4C	AL700855S AL700907S AL700727HA	2 2 1	 AL700727HA
A TRACK 	S-HOOK	AL715S-4C	AL700857S AL700925S AL700727HA	2 2 1	
SNC 	S-HOOK	AL760S-4C-SNC	AL700944S-SNC AL700945S-SNC AL700727HA Q8-7580-A	2 2 1 4	
L TRACK 	S-HOOK	AL712S-4C-7	AL700855S AL700907S AL700868-4	2 2 1	 AL700868-4

TITAN RETRACTOR KITS WITHOUT OCCUPANT RESTRAINTS

FLOOR ANCHOR TYPE	ATTACHMENT STYLE	KIT PN	PN IN KIT	QTY	OCCUPANT RESTRAINT
L TRACK	S-HOOK	AL727S-4C	AL700855S AL700907S	2 2	<p>For available Occupant Restraints, refer to pages 20-25.</p> <p> WARNING Always secure the occupant in the vehicle with a complete Sure-Lok Occupant Restraint System, consisting of lap and shoulder belts. Secure the wheelchair in the vehicle with a Sure-Lok Wheelchair Tie-Down System.</p>
A TRACK	S-HOOK	AL728S-4C	AL700857S AL700925S	2 2	
SNC	S-HOOK	AL761S-4C-SNC	AL700944S-SNC AL700945S-SNC Q8-7580-A	2 2 4	



FlexTech



INTERMOTIVE
VEHICLE
CONTROLS

An ISO 9001:2015 Registered Company

FlexTech™

Programmable Electrical System

Overview

- Foundation of the system is a Programmable Relay Power Center
- Can add optional modules to create an entire custom control system
- Connects electronic modules through the overall vehicle network, reducing the need for wiring
- Uses real-time chassis data to control loads
- Simple plug and play connections to the OEM chassis

Features

- Centralizes and improves diagnostic capabilities; eliminates the need for timers, flashers, latching relays and multi-relay logic
- Access to InterMotive's graphical interface allows for customization of the entire system
- Communicates with Ford and Chevy CAN as well as J1939
- Warning LEDs for easy troubleshooting



Watch
FlexTech
in action

*Product features may vary by make,
model or year. See instructions
for complete details.*

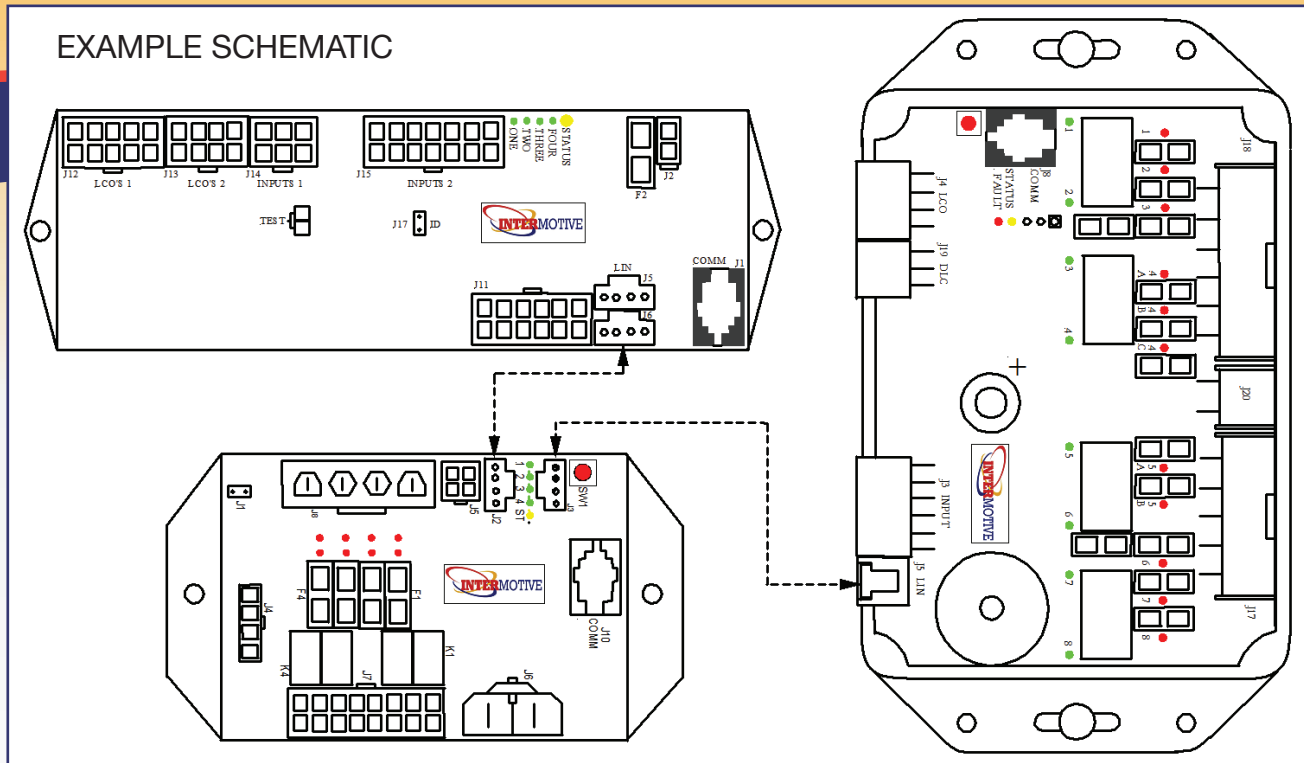


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LGS GROUP
AUTOMOTIVE TECHNOLOGIES

(775) 831-2002

Details

EXAMPLE SCHEMATIC



COMPONENTS

Programmable Relay Power Board (PRPC)

- Eight programmable relay power outputs
- Ten separate digital inputs
- Eight programmable low-current outputs:
Seven sourcing (0.5 A), one sinking (0.5 A)
- Outputs can be configured as momentary, latching, flashing or timed
- Easy diagnostics with LED indicators
- Programmable audible patterns for multiple uses

Expansion Board (Optional)

- Four 10 A relay fused outputs
- Four 1 A low-current outputs
- Four active low outputs
- Loads controlled by the PRPC

Switch Backer Board (Optional)

- Controls system inputs and outputs
- Eight switches and eight light outputs
- Two switch backer boards can be used together
- Six outputs: Two 1 A and four 0.5 A
- Compatible with any brand of switches

Other Module Options

- Gateway: Compliant FMVVS 403/404 wheelchair interlock and high idle system
- Advanced Fast Idle System (AFIS): Adjustable system with battery charge protection and optional air conditioning auto trigger
- BrakeMax: Tow haul mode for reduced brake wear

FEATHER WEIGHT

**MID-HI SEAT
"ROCK SOLID"**



Sustainable Seating Solutions

Freedman Seating Company's Feather Weight seats are designed to be like feathers on a bird: light and airy to satisfy weight restrictions and ensure a smooth ride, yet durable for years of service and low maintenance.

Freedman Seating Feather Weight seats are the most severely tested in the company's history, and meet all applicable federal motor vehicle safety standards for strength and safety (including 210 for seat belts).

Less weight means one thing to bus builders and operators: they can get more passengers per bus.

And when we say more passengers, ***we mean more happy passengers.***



Not Just Seats



Seating Solutions™

THE FEATHER WEIGHT SERIES BY

FREEDMAN
SEATING COMPANY

an ISO 9001:2000 certified company

FEATHER WEIGHT

MID-HI SEAT "ROCK SOLID"



Sustainable Seating Solutions

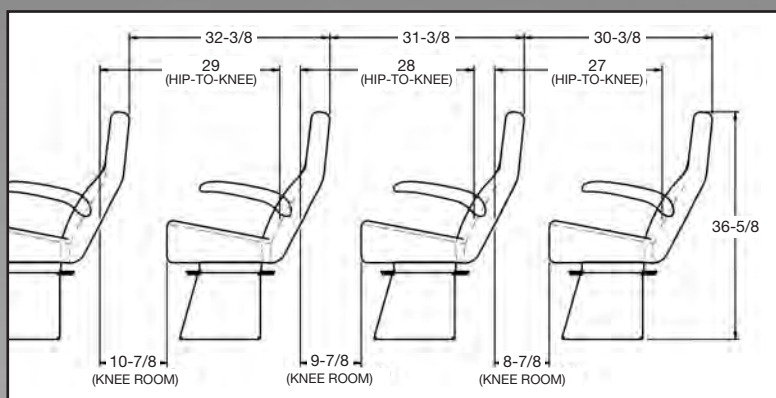
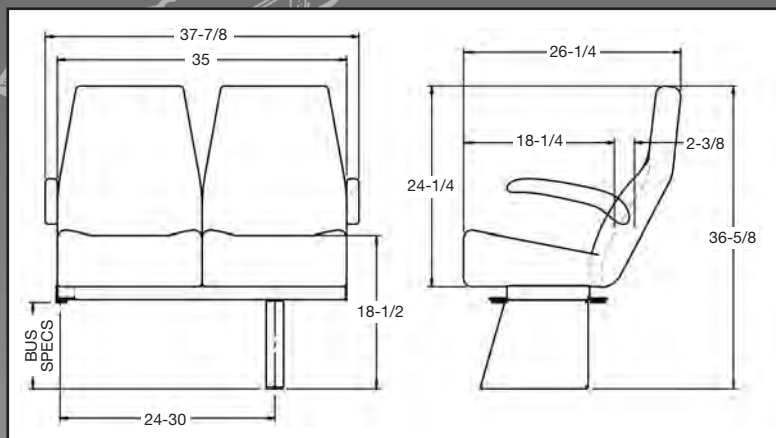
Whether your bus is for tour/charter, para-transit, or shuttle, Feather Weight Mid-Hi works for you. Optional adjustable headrests and reclining back-rests give you luxuries for long journeys, while grab rails and ABS plastic backs provide the function and safety required for shorter trips. The ultra-thin backrest gives outstanding support and creates more hip-to-knee room than any other seat in its class. The steel frame system meets or exceeds all applicable government standards for safety and durability. And, it's light as a feather!

Feather Weight Mid-Hi features include:

- An ultra-thin *Knee-Saver* type backrest for added hip-to-knee room and lumbar support
- Molded polyurethane seat and back cushions for comfort and long lasting support
- 17½" wide seat cushions
- 22½" back height off the seat cushion, 37" off the floor
- Wire mesh-grid seat springs for even support
- FMVSS 210 compliance—all *Feather Weight* seats are seat belt ready
- Transit style—rigid backrests (starting weight without options—43 lbs.)
- Touring style—reclining backrests (starting weight without options—47 lbs.)
- Covers that can be removed and replaced easily and without the use of special tools

Feather Weight Mid-Hi options include:

- Black molded *U.S. Arms* or upholstered flip-up armrests
- Adjustable headrests
- Black or yellow corner AV grab rails
- Black or yellow top AV grab rails
- ABS plastic backs
- Mesh map pockets
- Vertical stitching
- FTA foam
- Snack trays
- Aluminum folding footrests
- Pillow seat cushions
- Rear row quick disconnect
- Side sliders
- 16", 18" or 19" wide seats available
- Rigid or reclining backrests
- Seat belts
 - Non-retracting seat belts
 - Retracting seat belts
 - USR (Under Seat Retractors)
- S3 Bio-Cushions (Made with vegetable oil)
- A wide variety of cloths and vinyls
- S3 cloths (Made with recycled yarn)



OPTIONS



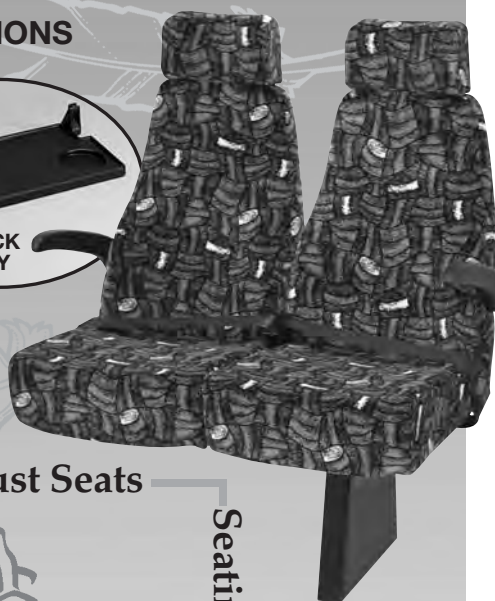
PILLOW SEAT



SNACK TRAY



FOOTREST



Not Just Seats



Seating Solutions™

FREEDMAN
SEATING COMPANY

an ISO 9001:2000 certified company

4545 W. Augusta Blvd., Chicago, IL 60651
(773) 524-2440 (800) 443-4540 Fax (773) 252-7450
e-mail: sales@freedmanseat.com
WWW.FREEDMANSEATING.COM

We are constantly updating and improving our seats; therefore we reserve the right to change or modify specifications or materials without notice. All Freedman Seating Company seats meet or exceed FMVSS standards.

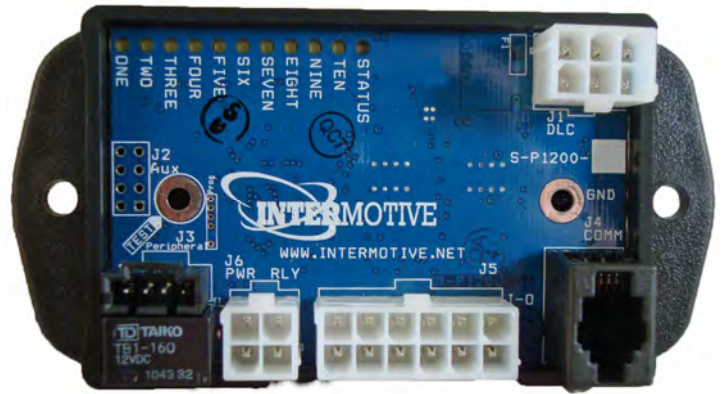
ISO 9001:2000 registered

GATEWAY^{AI}

High Idle & Lift Interlock With Programmable Load Control

FEATURES & BENEFITS

- ♦ Fully compliant FMVSS 403/404 wheel-chair lift interlock
- ♦ Dynamic Load Response (DLR) technology– monitors engine RPM & maintains speed at all load conditions
- ♦ Charge protect on gas & diesel engines
- ♦ Automatic engagement when on A/C command is detected
- ♦ *Heater Boost* for improved cabin heat on diesel engines
- ♦ Dash-mounted control panel has LEDs to display electrical system, Automatic Fast Idle (AFIS) & Intelligent Lift Interlock System (ILIS) status
- ♦ Simple, single-point “Plug & Play” connection.. Super fast installation & No cutting of factory wires
- ♦ Solid state microprocessor controller.. No additional solenoids, cables, or brackets
- ♦ Capable of providing “Real-Time” chassis data via the CAN Bus
- ♦ Diagnostic trouble codes can be retrieved for “hard” faults & intermittent faults in non-volatile memory
- ♦ Intermittent Fault Filter (IFF)® technology filters out all erroneous changes in sensor signals
- ♦ Multiple & configurable chassis electrical load inputs/outputs



Gateway^{AI} Module

WHY GATEWAY^{AI}?

- ♦ Gateway^{AI} is a fully Compliant FMVSS 403/404 wheelchair interlock & fast idle system all in one, easy to install module!
- ♦ **Fast Idle**– monitors OEM sensor inputs from transmission, engine, charging system, air conditioner, ambient air temperature, & vehicle speed to determine if high idle is needed. Automatically maintained when loads are added or removed such as A/C or wheelchair lift.
- ♦ **Lift Interlock**– Controls shift interlock by processing signals from transmission, parking brake and lift door to electronically lock down the vehicles ability to move in unsafe conditions

GATEWAY^{AI}

Gateway^{AI} Options

THE GATEWAY^{AI} PRODUCT FAMILY

- ◆ Gateway with BrakeMax Controller
 - ◆ All of the features of the Gateway/ILIS plus a controller for Ford & GM vehicles with Tow/ Haul mode. This controller engages the Tow/Haul mode on start-up of the vehicle thereby providing the fleet with maximum "Tow/ Haul" mode benefits without having the driver think about it.
- ◆ Gateway with DuraTrans
 - ◆ All of the features of the Gateway/ILIS plus a controller for Ford & GM vehicles with an Overdrive button. Overdrive is disabled until the vehicle speed reaches 55 MPH. Overdrive will not be disabled until the vehicle speed drops below 30MPH
- ◆ Gateway with Merlin
 - ◆ All of the features of Gateway/ILIS plus the ability of the Merlin Multiplex System to use real-time chassis data to operate coach loads
- ◆ Azure Option
 - ◆ ILIS interlock functions for use on an Azure hybrid electric vehicle



Standard Gateway^{AI} LED Panel

Starcraft uses the panel below as standard



Standard Gateway^{AI} Door Ajar LED Panel



Interlock Only LED Panel



Interlock Only Door Ajar LED Panel

SPECIFICATIONS

Physical Specifications:

Dimensions: 2.0"W x 4.0"L x 0.9"H
 Weight: .14 lbs
 Operating Temperature: 40°C to 85°C

Electrical Specifications

Power Input: +8 to 16 Vdc @ 1 amps for module control
 +8 to 16 Vdc @ 8 amps for lift enable
 Lift Enable: +12v @ 8 amps
 Programmable Outputs: Ground @ 0.5 amps each

US Patent No's. 6,594,565 / 6,965,819 / 7,274,980



TARABUS NT Specification Sheet

Product description and composition:

- The flooring shall be specially designed for buses.
- The flooring shall be flexible PVC flooring in 2.25 mm thickness, composed of a compact plasticized wear layer.
- The wear layer shall contain inlaid silicon carbide particles to improve slip resistance.
- The wear layer shall not contain aluminium oxide particles or quartz granules to prevent from maintenance and cleaning issues.
- The wear layer shall not contain fillers (fillers<5phr).
- The design shall be inlaid through the whole thickness of the wear layer.
- The intermediate layer of the flooring shall be made of a glass fibre grid, providing outstanding dimensional stability: $\leq 0.2\%$ according to EN 434.
- The flooring shall have a special textile backing designed for public transport vehicles, to enable bonding with acrylic glues onto plywood substrates or plywood with phenolic film substrates or aluminium.
- The flooring shall not crack and no white line shall appear when bended by 180 degrees.
- The welding rods shall be manufactured by the flooring manufacturer to enable a perfect weld.

Environment:

- The flooring shall be free from heavy metals (Lead, Cadmium, Barium, Tin, Chromium...).
- The flooring shall be free from DEHP plasticizer.
- The manufacturer of the floor covering must be in possession of a valid ISO 14001 certificate.

Technical characteristics:

- Fire class: the flooring material shall conform to the European Directive 95/28/EC
- Fire class: the flooring material shall conform to the FMVSS/CMVSS 302
- Fire class: the flooring shall have been tested to UTAC ST 18502/1 (Type A) and ISO 3795/76 (0mm/mn)
- Fire class: the flooring shall obtain CRF>0.50 W/cm² when tested according to NFPA 253 – ASTM E648
- The manufacturer of the floor covering must be in possession of a valid quality systems certificate, showing compliance with ISO 9001.

Installation:

- All joints must be welded using a hot welding gun and PVC welding rods. To ensure the right watertightness of the flooring system, no sealant shall be used between 2 flooring sheets.

Expanded Polystyrene Information

Protective Packaging and Cushioning Solutions
EIFS Special Shapes and Wall Insulation
Below Grade Geo-technical Applications
Concrete Void Filler Applications
Foundation Insulation
Industrial Pattern "Lost Foam" Applications
Flotation Foam
Foam Cores for SIPS and Sunroom Panels



Expanded Polystyrene is a “closed cell” cellular plastic insulation product

Harbor Foam EPS Roof Insulation is a cost effective and energy efficient Insulation for use in all aspects of construction from the roof deck to the foundation floor.

Harbor Foam EPS can be supplied in a wide range of densities to satisfy any physical or structural requirements necessary. Custom cut sizes along with unparalleled CNC capabilities are sure to satisfy any and all special and/or unique conditions.

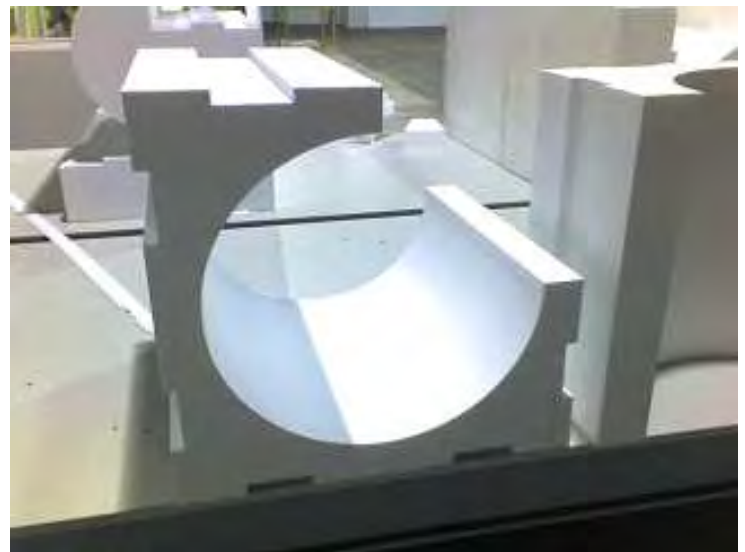
Harbor Foam EPS meets or exceeds the requirements of ASTM C578, “Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.”

R-value

The R-value of **Harbor Foam EPS** remains constant and does not suffer from R-value loss. The closed cell structure of **Harbor Foam EPS** contains air and not blowing agents which deplete over time. Some foam plastic insulation materials use blowing agents that have a high resistance to heat flow. Over time these blowing agents diffuse out of the insulation board causing loss of the abnormally high R-Value at the time of manufacture. EPS foam does not use these types of blowing agents, therefore, its insulation performance remains stable over its entire life.

Strength and Thermal Performance:

Cost effective thermal design is among the highest priorities in construction. **Harbor Foam EPS** insulation products are available in a wide range of density types necessary to provide both thermal resistance (R-value), structural integrity, and cost effectiveness.



State of the art CNC capabilities

Harbor Foam Standard Physical Properties ASTM C-578

Properties	Units	ASTM Test	Type XI	Type I	Type VIII	Type II	Type IX	Type XIV	NA
ASTM Density	pcf (min.)	C303 or D1622	0.70	0.90	1.15	1.35	1.80	2.40	2.85
Common Designation	pcf (nom.)		0.70	1.00	1.25	1.50	2.00	2.40	3.00
Thermal Resistance	R-Value at 75°	C177 or C518	3.10	3.60	3.80	4.00	4.20	4.20	4.20
	R-Value at 40°	C177 or C518	3.30	4.00	4.20	4.40	4.60	4.60	4.60
	R-Value at 25°	C177 or C518	3.45	4.20	4.40	4.60	4.80	4.80	4.80
Compressive 10% Deformation	psi	D1621	5.00	10.00	13.00	15.00	25.00	40.00	50.00
Flexural Strength	psi	C203	10.00	25.00	30.00	35.00	50.00	60.00	75.00

Exposure to Water and Water Vapor:

The mechanical properties of **Harbor Foam EPS** are unaffected by moisture. A study by the Energy Materials Testing Laboratory (EMTL) has shown that EPS insulation installed in well-constructed roofs does not absorb appreciable moisture, even under conditions characteristic of prolonged cold, damp winters. The small amount of moisture absorbed (an average of 0.2% by weight) has little or no effect on the compressive or flexural strength, and the EPS insulation retains between 95% and 97% of its thermal efficiency. Though it has low water vapor transmission, EPS is not a vapor barrier. Rather it “breathes”, and therefore needs no costly venting as do some other relatively impermeable insulation materials which could otherwise trap moisture within walls and roof assemblies.

Temperature Exposure/Flame Retardants:

Harbor Foam EPS is able to withstand the rigors of temperature cycling, assuring long-term performance. Although flame retardants used in the manufacture of EPS provide an important margin of safety, all EPS products must be considered combustible and should not be exposed to flame or other ignition sources. The maximum recommended long-term exposure temperature for **Harbor Foam EPS** is 165°F (75C). In roof construction requiring hot asphalt, temperatures should not exceed 250° F at the time of direct contact with EPS insulation.

The heat of combustion of expanded polystyrene is 17,400 BTU per pound. Combustion products are carbon monoxide, carbon dioxide, water and soot (carbon).

Insect Infestation:

Since Harbor Foam EPS has no food value, it will not attract ants, termites or rodents. However, it is not a barrier to them. Ants, termites and rodents will chew through foamed polystyrene to reach food or to establish a comfortable nesting area. Standard measures used to protect the structure will also protect the EPS insulation.

Fungi and Bacteria:

Expanded polystyrene has been tested for fungus and bacteria attack in accordance with FHA test procedures and no evidence of either has been observed.

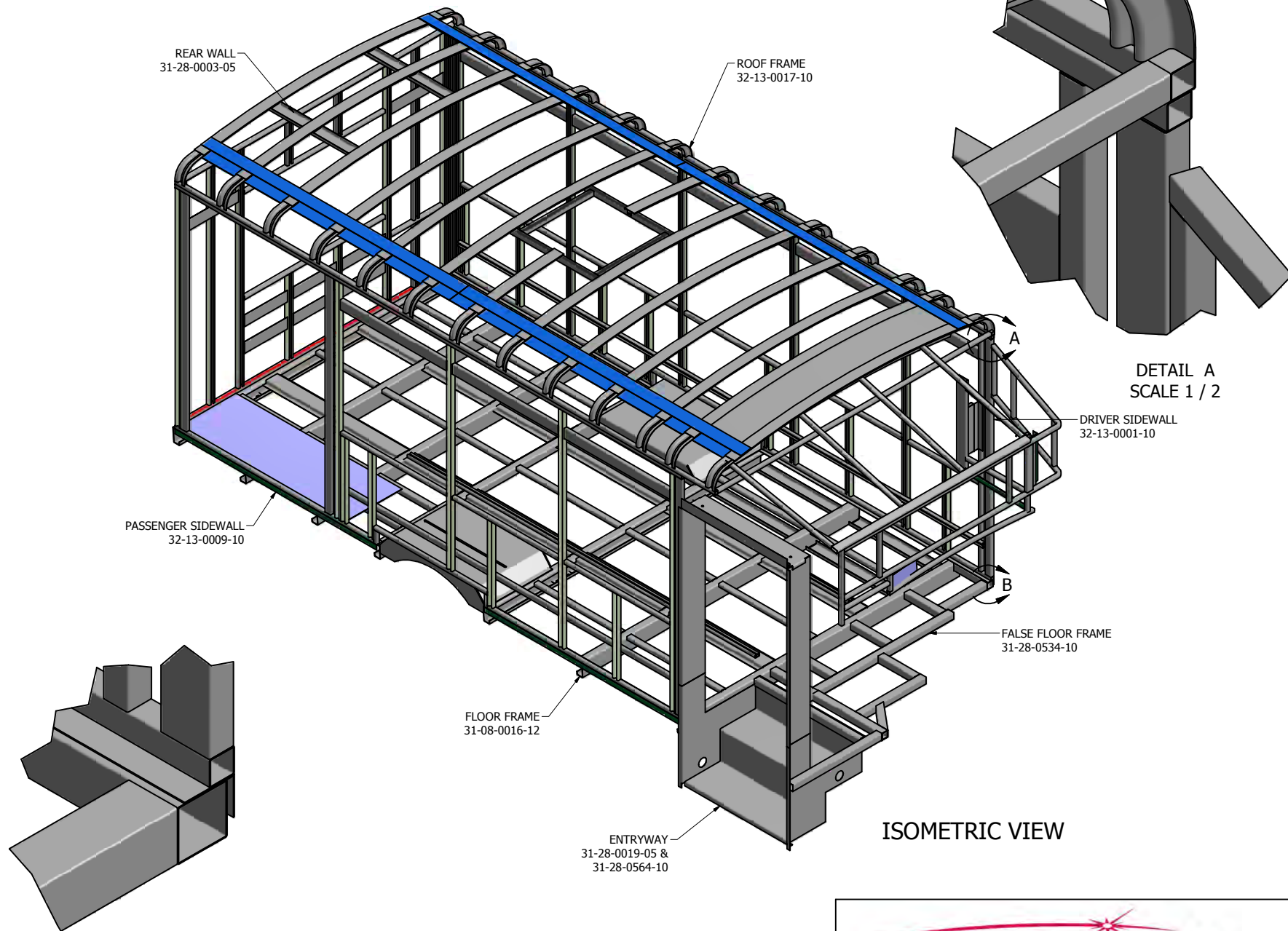
Solvent Attack:

Expanded Polystyrene insulation is subject to solvent attack by petroleum-based solvents which are found in many construction materials. Please be aware of the chemical make-up of all products used in conjunction with EPS Insulation.

Environmentally Friendly:

Neither **Harbor Foam Insulation**, nor its manufacturing process emits CFC's or HCHC's into the atmosphere. EPS insulation is being recycled throughout the country and **Harbor Foam** readily accepts post-consumer polystyrene for recycle.

The use of **Harbor Foam EPS** can be used to satisfy insulation requirements as part of energy efficiency guidelines set for compliance with Energy Star and LEED building requirements.

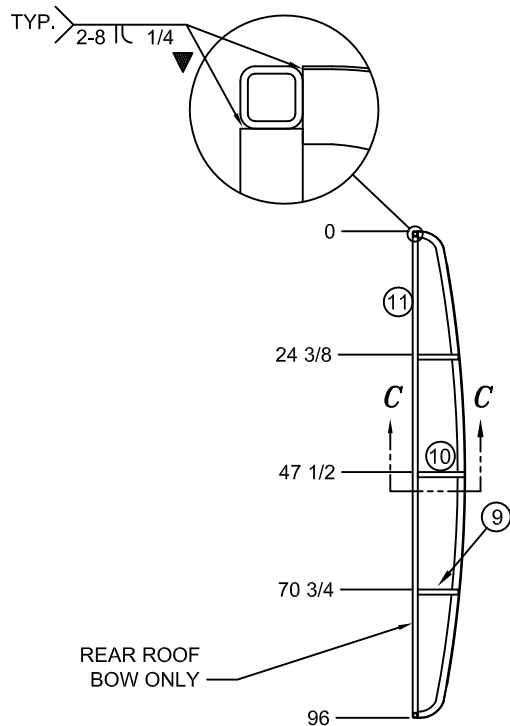


DFTSN: TAS		TITLE Ford Senator 2 - 158 WB - 175 BOX CAGE W/C REAR LIFT, CUT N BUTT STYLE	
DATE: 12/5/14		FLOOR DWG NO 40016-2	SHEET 1 OF 1

REVISION HISTORY				
ZONE	REV		DATE	APPROVED

▼ CRITICAL CONTROL ITEM

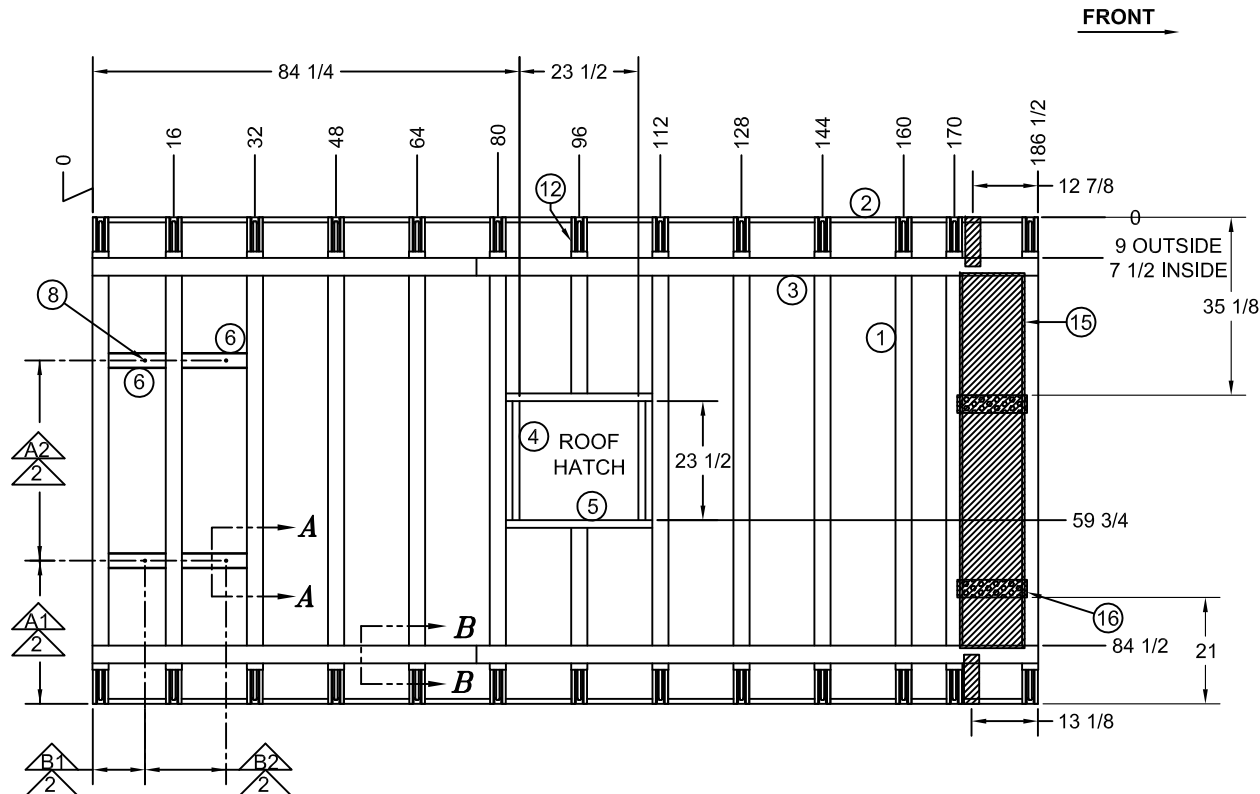
USAGE: 2011 ALLSTAR, FORD, 158" WB - MODEL 24



** WHEN ADDING REAR LUGGAGE ADD THE SIZE OF THE REAR LUGGAGE TO DIM. B1

NOTES:

- 1- DRAWING VIEWED FROM EXTERIOR SIDE OF UNIT.
- 2- A/C BOLT PATTREN MAY VERY SEE SALES ORDER.
- 3- BEFORE CUT ROOF HATCH SEE SALES ORDER.
- 4- SCREW LOCATION AT SEAMS AND EDGES 8" ON CENTER ALL OTHER LOCATION 16" ON CENTER.
- 5- SEALANT USAGE: 1/4" MINIMUM 3/8" MAXIMUM BEAD ON ALL ROOF FRAME TO LUAN SURFACES.
- 6- ADD STRAP FOR CHEVY ONLY



16	2		STRAP: 11ga. x 3-1/2" x 13-3/4"Lg.
15	1		PLATE: 16ga. x 12-3/4" x 75"Lg.
14	1		SHEET STEEL: 16ga. x 2" x 103"Lg.
13	2		SHEET STEEL: 16ga. x 3-1/2" x 38-1/2"Lg.
12	2	02062357	ROOF BOW W/CAP 16ga. x 3-3/16 x 35-1/4"Lg.
11	1		TUBE: 11ga. x 1" x 1" x 94"Lg. A-513
10	1		TUBE: 11ga. x 1" x 1" x 8-1/2"Lg. A-513
9	2		TUBE: 11ga. x 1" x 1" x 8"Lg. A-513
8	4		BOLT: 3/8-16 x 3"Lg. HEX HEAD
7	2		SHEET STEEL: 16ga. x 3-1/2" x 38-1/2"Lg.
6	4	70009046	"C" CHANNEL: 16ga. x 1" x 3-1/2" x 14-1/2"Lg.
5	2	70009047	"C" CHANNEL: 16ga. x 1-3/8" x 1-3/8" x 30-1/2"Lg.
4	2	70009047	"C" CHANNEL: 16ga. x 1-3/8" x 1-3/8" x 24-1/4"Lg.
3	4		SHEET STEEL: 16ga. x 3-1/2" x 120"Lg.
2	2		TUBE: 16ga. x 1" x 1" x 186-1/2"Lg. A-513
1	10	02062357	ROOF BOW W/CAP 16ga. x 3-3/16 x 96"Lg.
REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION



DATE: 10/13/10	TITLE	Frame, Roof Ford & Chevy
DFTSN: MDK		SENATOR 2
CHKR:	DWG. No.	32-13-0017-10
APRVD:	SCALE	
	DISK No.	SHEET 1 OF 2

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A 2011 STYLE UPDATES

REV. LET.

DESCRIPTION OF CHANGE

MK

BY

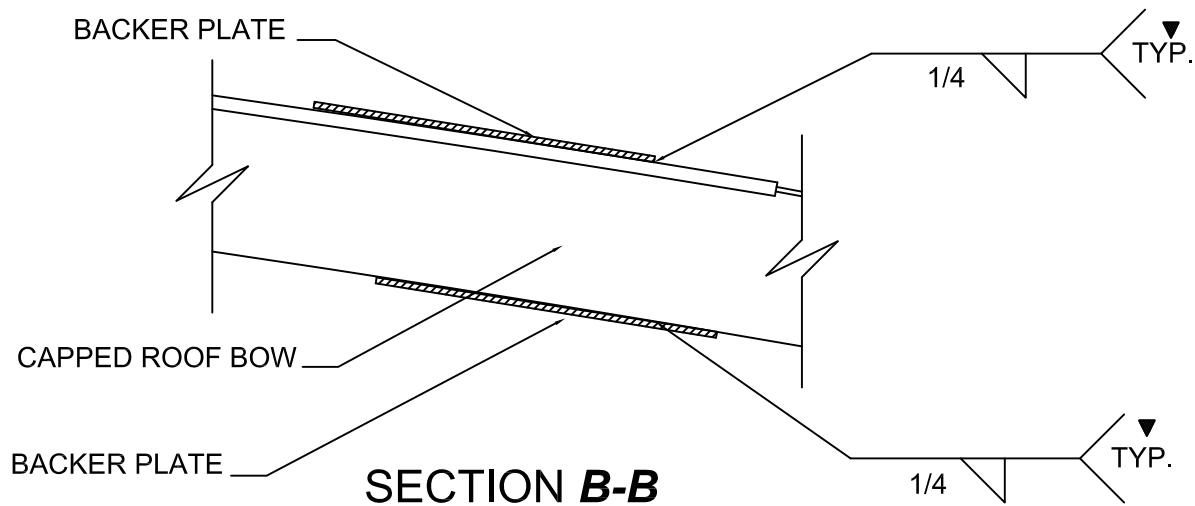
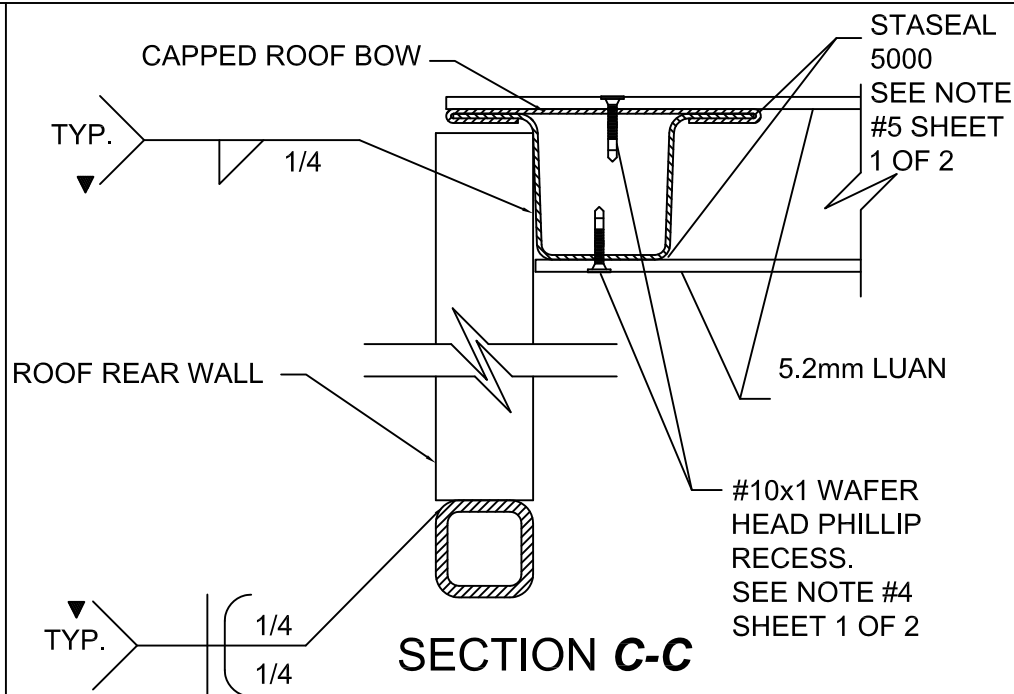
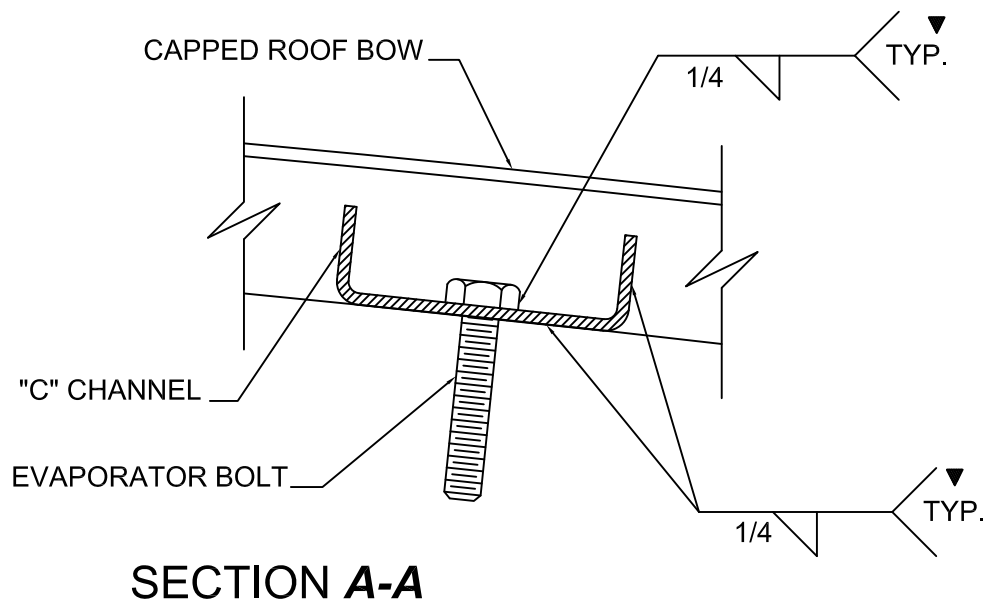
CHK

DATE 10/29/13

ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED
± .00 ± .030
± .000 ± .015
± .0000 ± .005

▼ CRITICAL CONTROL ITEM



T/A-71 NEW STYLE	33-5/8	30	10	12-1/4
ACC 23022 SERIES	38	20	10	14-3/4
ACC 23023 SERIES	33-5/8	28-3/4	10	14-3/4
T/A-77	18-1/4	59-1/2	10	10-3/8
T/A-73	28-1/4	39-1/2	10	9-1/2
T/A-71 OLD STYLE	33-5/8	28-3/4	10	12-1/4
T/A-70	36-3/4	22-1/2	10	11-5/8
T/A-30	31	34	10	9-1/2
EM-14 & RE-29	30-3/4	34-1/2	10	9-1/2
EM-6 & RE-10	36	24	10	9-1/2
EM-3 & RE-30	28-1/4	39-1/2	10	16
RE-15 & RE-20	28-1/4	39-1/2	10	9-1/2
EM-1 & EM-2	28-1/4	39-1/2	10	9-1/2
EM-7 GEN 5	36-1/8	23-3/4	10	9-1/2
EM-2 GEN 5	32-3/8	31-1/16	10	9-1/2
EM-1 GEN 5	28-3/16	39-5/8	10	9-1/2
EVAPORATOR MODEL	A-1	A-2	B-1	B-2

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REV.
LET.

DESCRIPTION OF CHANGE

BY

CHK

DATE

ECN No.

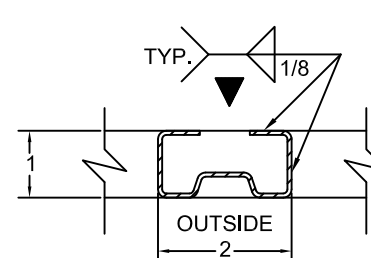
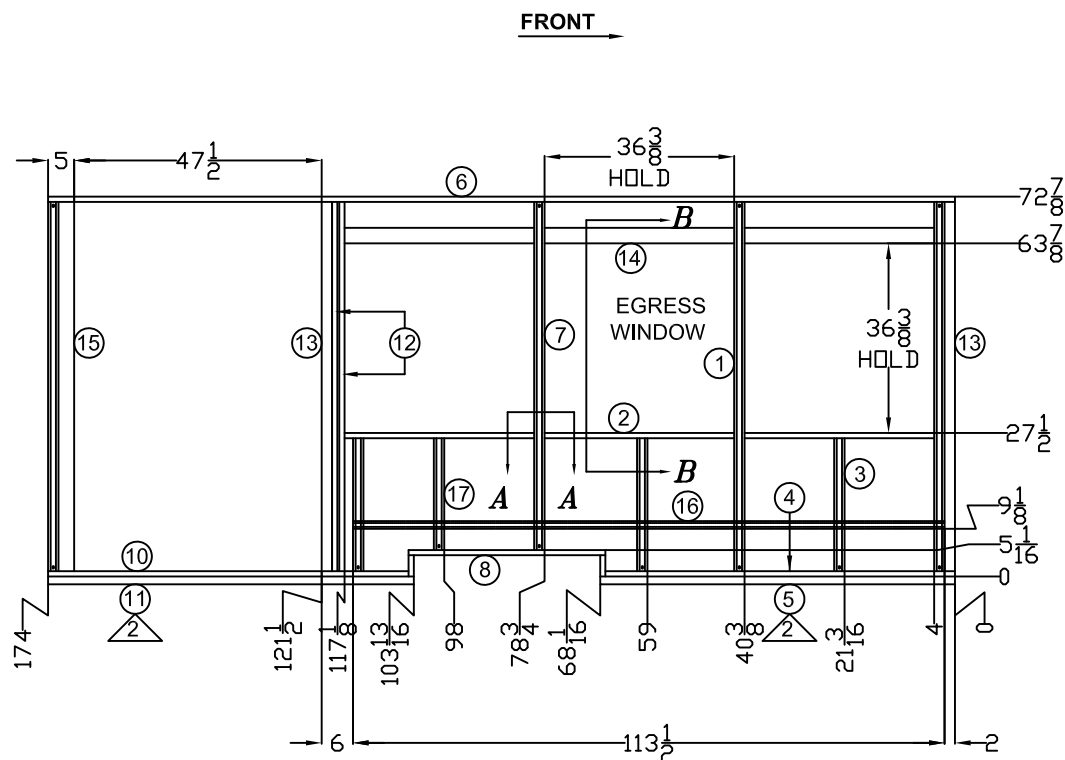
TOLERANCE UNLESS
OTHERWISE SPECIFIED
± .00 ± .030
± .000 ± .015
± .0000 ± .005

DATE: 10/08/10
DFTSN: MDK
CHKR:
APRVD:

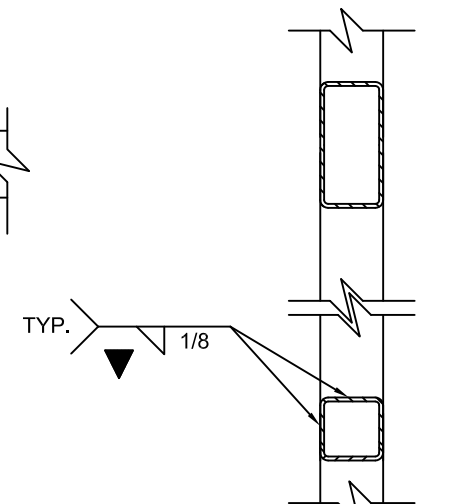
TITLE
**Frame, Details Roof, 2011
SENATOR 2**
DWG. No.
32-13-0017-10
SCALE
DISK No.
SHEET 2 OF 2

▼ CRITICAL CONTROL ITEM

USAGE: FORD 158"WB/MODEL 24

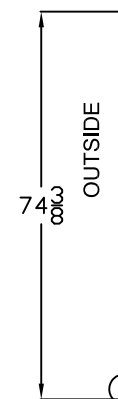


SECTION A-A

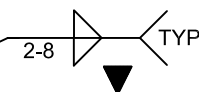
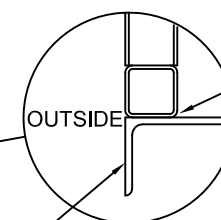


TYPICAL OF ALL OPENINGS WHERE 1" x 1" TUBING USED.

SECTION B-B



STEEL ANGLE



NOTES:

- 1- DRAWING VIEWED FROM EXTERIOR SIDE OF UNIT.
- 2- ANGLE TO BE WELDED FLUSH WITH OUTSIDE EDGE OF WALL.

9	0		TUBE: 16ga. x 1" x 1" x 24-3/8"Lg. A-513
8	1		FRAME, SIDEWALL WHEEL WELL FORD
7	1	02062351	WALL BOW: 18ga. x 1" x 2" x 66-13/16"Lg. A-513
6	1	02071055	TUBE: 16ga. x 1" x 1" x 174"Lg. A-513
5	1	02071056	ANGLE: 11ga. x 1-1/2" x 2" x 68-1/16"Lg. A-513
4	1	02071055	TUBE: 16ga. x 1" x 1" x 67-1/16"Lg. A-513
3	3	02062351	WALL BOW: 18ga. x 1" x 2" x 25-1/2"Lg. A-513
2	3		TUBE: 16ga. x 1" x 1" x 36-3/8"Lg. A-513
1	4	02062351	WALL BOW: 18ga. x 1" x 2" x 70-7/8"Lg. A-513
REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION

17	1		WALL BOW: 18ga. x 1" x 2" x 21-7/16"Lg. A-513
16	1		SEAT TRACK: 113-1/2"Lg.
15	1		TUBE: 16ga. x 1" x 3" x 70-7/8"Lg. A-513
14	3		TUBE: 16ga. x 1" x 3" x 36-3/8"Lg. A-513
13	2		TUBE: 18ga. x 1" x 2" x 70-7/8"Lg. A-513
12	2	02071055	TUBE: 16ga. x 1" x 1" x 70-7/8"Lg. A-513
11	1	02071056	ANGLE: 11ga. x 1-1/2" x 2" x 70-3/16"Lg. A-513
10	1	02071055	TUBE: 16ga. x 1" x 1" x 69-3/16"Lg. A-513

REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION
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REV.
LET.

DESCRIPTION OF CHANGE

BY

CHK

DATE

ECN No.

TOLERANCE UNLESS OTHERWISE SPECIFIED
± .00 ± .030
± .000 ± .015
± .0000 ± .005

DATE: 10/08/10
DFTSN: MKLINE
CHKR:
APRVD:

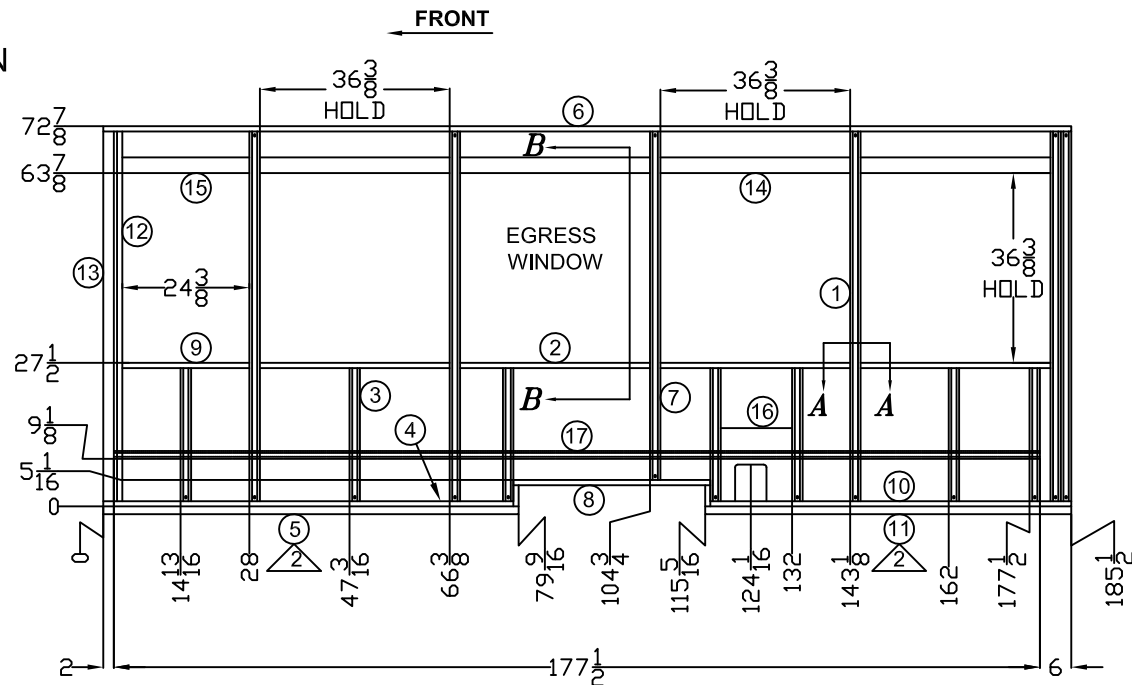
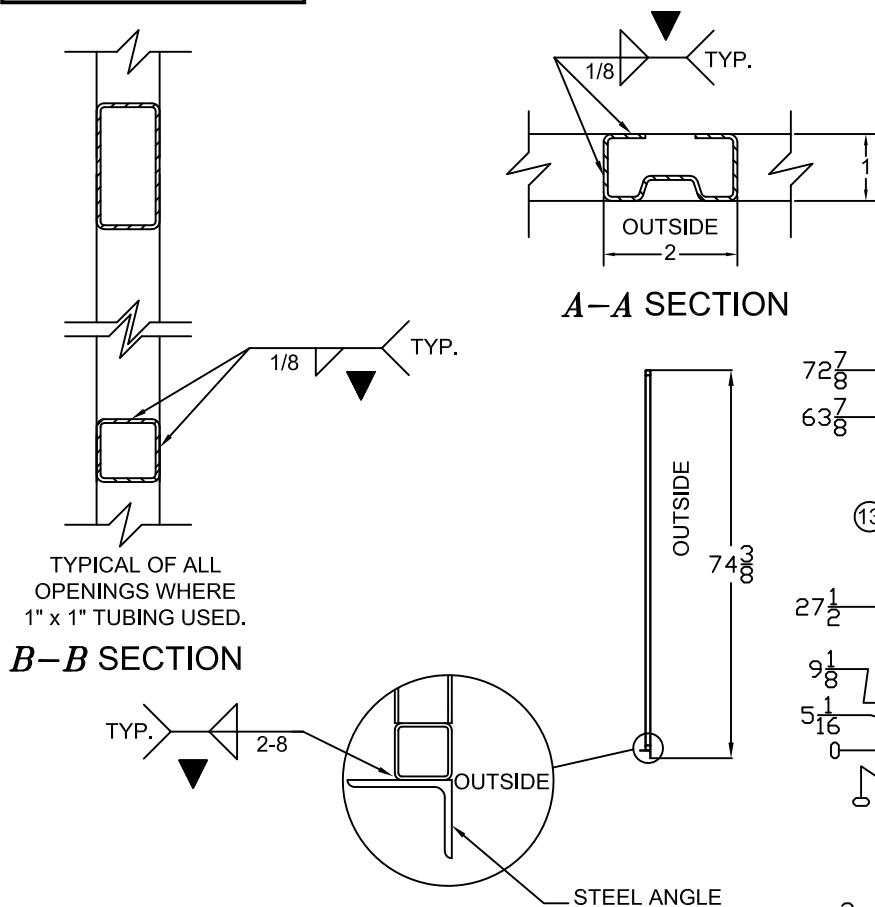
TITLE
158" WB MODEL 24, PASSENGER SIDEWALL, REAR LIFT, STANDARD FLOOR
DWG. No. 32-13-0009-10
SCALE
DISK No. SHEET 1 OF 1

▼ CRITICAL CONTROL ITEM

USAGE: FORD 158"WB/MODEL 24

NOTES:

- 1- DRAWING VIEWED FROM EXTERIOR SIDE OF UNIT.
- 2- ANGLE TO BE WELDED FLUSH WITH OUTSIDE EDGE OF WALL.



9	1		TUBE: 16ga. x 1" x 1" x 24-3/8"Lg. A-513
8	1		FRAME, SIDEWALL WHEEL WELL FORD
7	1	02062351	WALL BOW: 18ga. x 1" x 2" x 66-13/16"Lg. A-513
6	1	02071055	TUBE: 16ga. x 1" x 1" x 185-1/2"Lg. A-513
5	1	02071056	ANGLE: 11ga. x 1-1/2" x 2" x 79-9/16"Lg. A-513
4	1	02071055	TUBE: 16ga. x 1" x 1" x 78-9/16"Lg. A-513
3	7	02062351	WALL BOW: 18ga. x 1" x 2" x 25-1/2"Lg. A-513
2	4		TUBE: 16ga. x 1" x 1" x 36-3/8"Lg. A-513
1	5	02062351	WALL BOW: 18ga. x 1" x 2" x 70-7/8"Lg. A-513
REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION

17	1		SEAT TRACK: 177-1/2"Lg.
16	1		FUEL FILL BACKER BOARD
15	1		TUBE: 16ga. x 1" x 3" x 24-3/8"Lg. A-513
14	4		TUBE: 16ga. x 1" x 3" x 36-3/8"Lg. A-513
13	1		TUBE: 18ga. x 1" x 2" x 70-7/8"Lg. A-513
12	1		TUBE: 18ga. x 1" x 1" x 70-7/8"Lg. A-513
11	1	02071056	ANGLE: 11ga. x 1-1/2" x 2" x 70-3/16"Lg. A-513
10	1	02071055	TUBE: 16ga. x 1" x 1" x 69-3/16"Lg. A-513

REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION
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REV.
LET.

DESCRIPTION OF CHANGE

BY

CHK

DATE

ECN No.

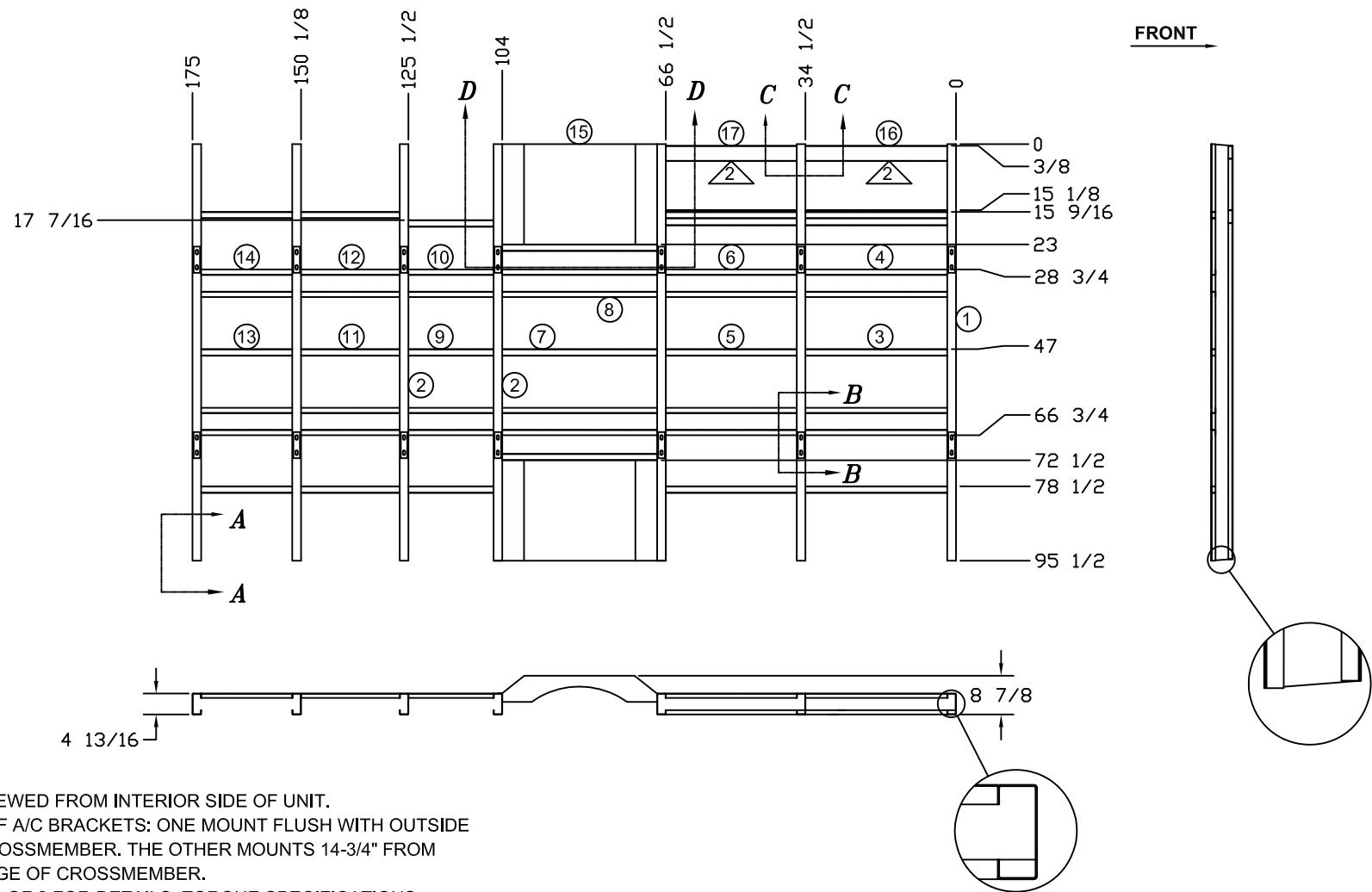
TOLERANCE UNLESS
OTHERWISE SPECIFIED
±.00 ±.030
±.000 ±.015
±.0000 ±.005

DATE: 10/08/10
DFTSN: MKLINE
CHKR:
APRVD:

TITLE
158" WB MODEL 24, DRIVERS SIDEWALL,
ALL PASSENGER
DWG. No.
32-13-0001-10
SCALE
DISK No.
SHEET 1 OF 1

▼ CRITICAL CONTROL ITEM


USAGE: 2012 FORD 158" WHEEL BASE, 175" BODY



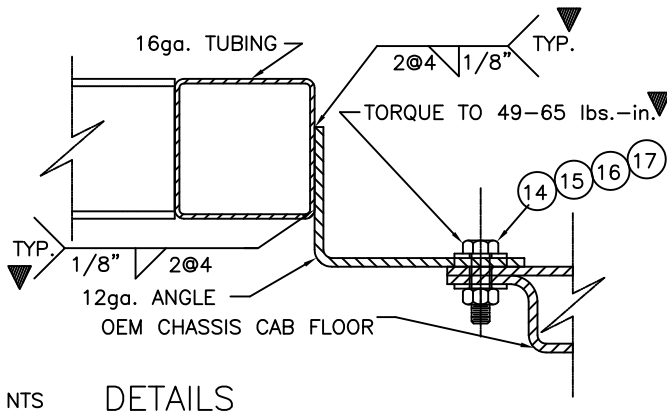
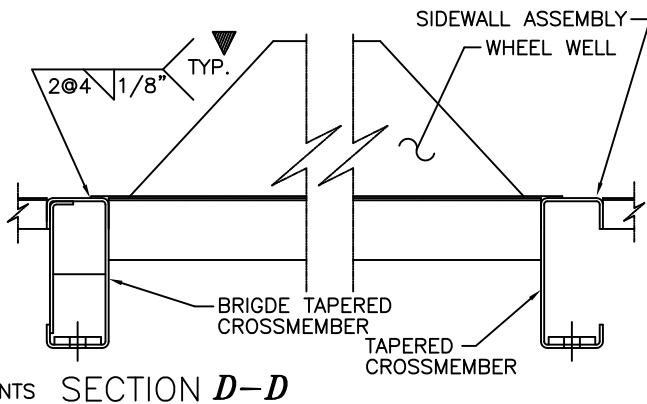
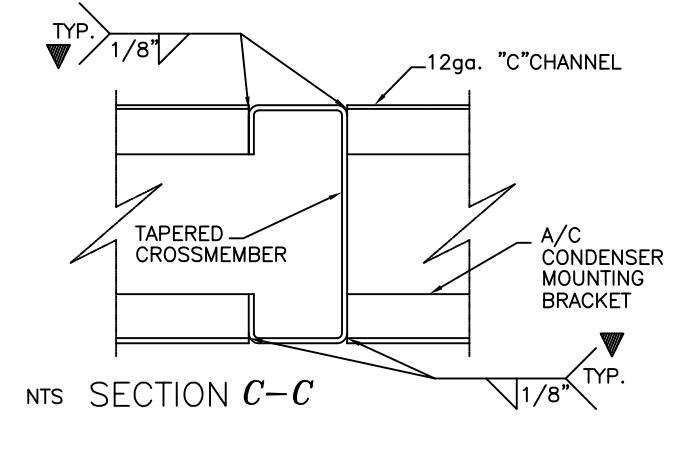
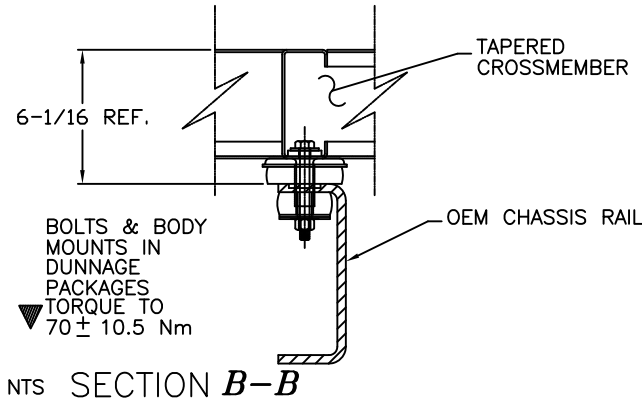
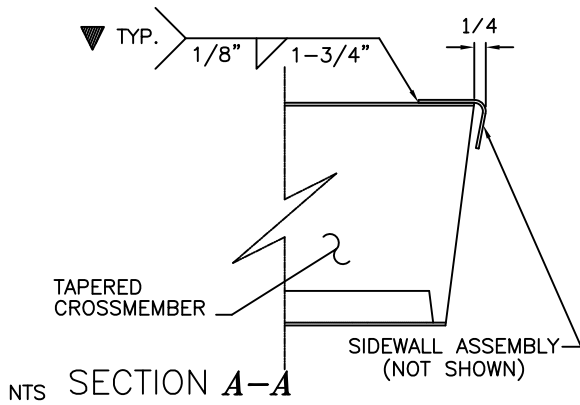
NOTES:

- 1- DRAWING VIEWED FROM INTERIOR SIDE OF UNIT.
- 2- LOCATION OF A/C BRACKETS: ONE MOUNT FLUSH WITH OUTSIDE EDGE OF CROSSMEMBER. THE OTHER MOUNTS 14-3/4" FROM OUTSIDE EDGE OF CROSSMEMBER.
- 3- SEE SHEET 2 OF 2 FOR DETAILS, TORQUE SPECIFICATIONS, SECTION VIEWS AND CUT LIST.

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						TOLERANCE UNLESS OTHERWISE SPECIFIED	WOOD	 TITLE Frame, Floor Ford 158" Wheel Base 175" Body			
							+ 1/8'				
							+ 1°				
							OTHER		DATE: 08/02/12	SCALE: 1	SHEET 1 OF 2
A	RELEASED TO PRODUCTION		EF		1/17/06		+ 1/16"	DFTSN: MDK	CHKR:	DWG. No.31-08-0016-12	
REV. LET.	DESCRIPTION OF CHANGE		BY	CHK	DATE	ECN No.	+ 1/2"				

▼ CRITICAL CONTROL ITEM

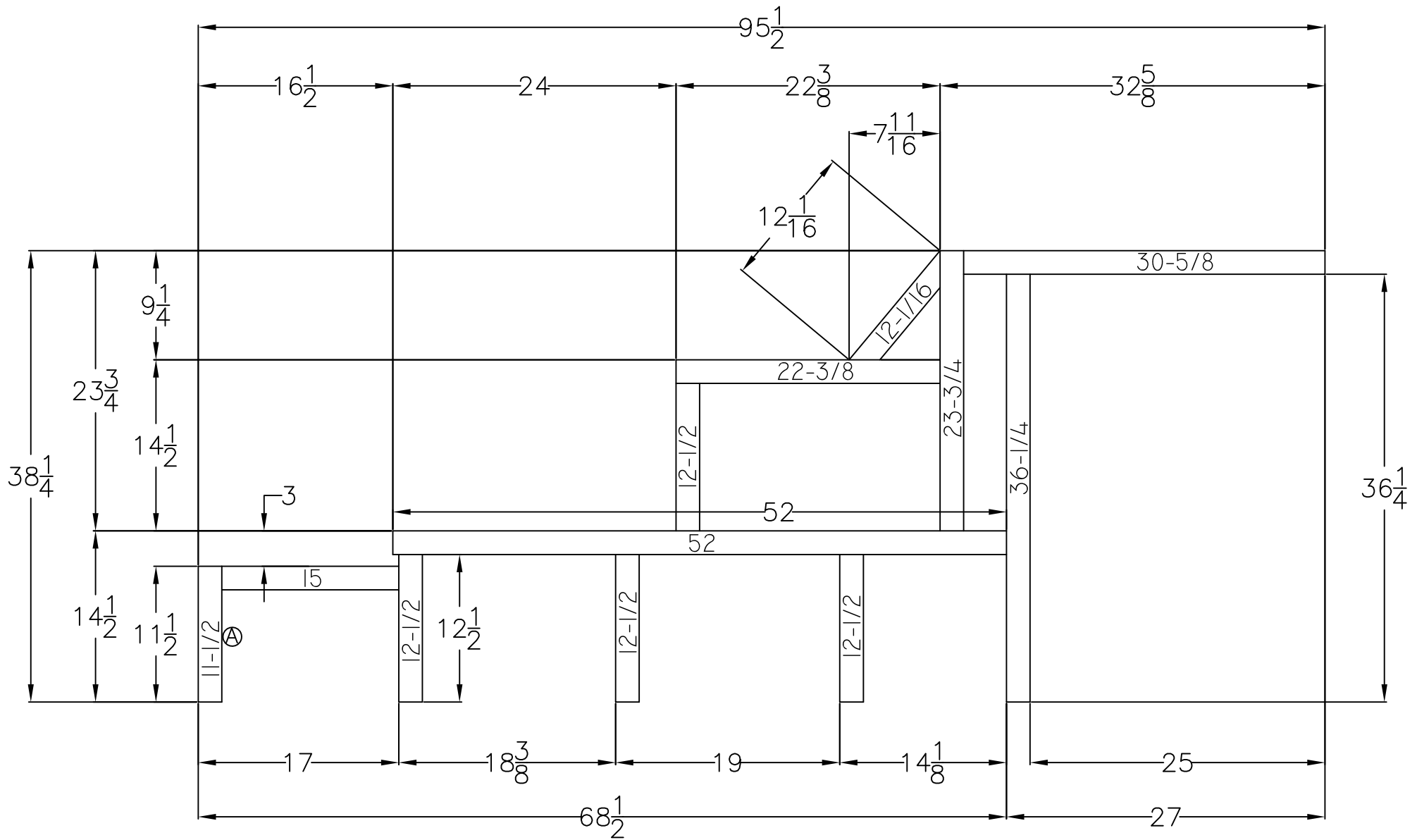


USAGE: 2012 FORD 158" WHEEL BASE, 175"BODY

17	7		"C" CHANNEL: 16ga. x 1" x 3-1/2" x 30"Lg.
16	7		"C" CHANNEL: 16ga. x 1" x 3-1/2" x 32-1/2"Lg.
15	2		WHEEL WELL WIDE BODY
14	2		HAT CHANNEL: 16ga. x 1" x 6-5/16" x 20-7/8"Lg.
13	3		"C" CHANNEL: 16ga. x 1" x 1-1/2" x 20-7/8"Lg.
12	2		HAT CHANNEL: 16ga. x 1" x 6-5/16" x 22-5/8"Lg.
11	3		"C" CHANNEL: 16ga. x 1" x 1-1/2" x 22-5/8"Lg.
10	2		HAT CHANNEL: 16ga. x 1" x 6-5/16" x 19-1/2"Lg.
9	3		"C" CHANNEL: 16ga. x 1" x 1-1/2" x 19-1/2"Lg.
8	2		HAT CHANNEL: 16ga. x 1" x 6-5/16" x 35-1/2"Lg.
7	3		"C" CHANNEL: 16ga. x 1" x 1-1/2" x 35-1/2"Lg.
6	2		HAT CHANNEL: 16ga. x 1" x 6-5/16" x 30"Lg.
5	3		"C" CHANNEL: 16ga. x 1" x 1-1/2" x 30"Lg.
4	2		HAT CHANNEL: 16ga. x 1" x 6-5/16" x 32-1/2"Lg.
3	3		"C" CHANNEL: 16ga. x 1" x 1-1/2" x 32-1/2"Lg.
2	2		Bridged Crossmember: 14ga. x 2 x 4-13/16 x 95-1/2
1	5		Crossmember: 14ga. x 2 x 4-13/16 x 95-1/2
REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION

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A	RELEASED TO PRODUCTION	MK	8/1/12	ECN No.	TOLERANCE UNLESS OTHERWISE SPECIFIED	WOOD	TITLE	DATE	SCALE	SHEET 2 OF 2
						± 1/8"				
A	RELEASED TO PRODUCTION	MK	8/1/12	ECN No.	TOLERANCE UNLESS OTHERWISE SPECIFIED	± 1"	TITLE	DATE	SCALE	SHEET 2 OF 2
						± 1/16"				
A	RELEASED TO PRODUCTION	MK	8/1/12	ECN No.	TOLERANCE UNLESS OTHERWISE SPECIFIED	± 1/2"	TITLE	DATE	SCALE	SHEET 2 OF 2
						± 1/2"				
REV. LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.	DFTSN	MDK	CHKR	DWG. No.	31-08-0016-12



MAT'L-16GA. 2" x 2" TUBE

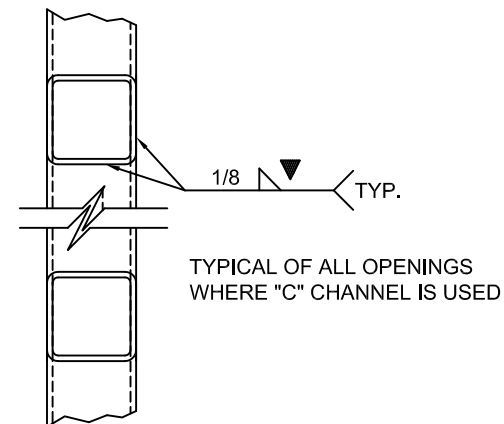
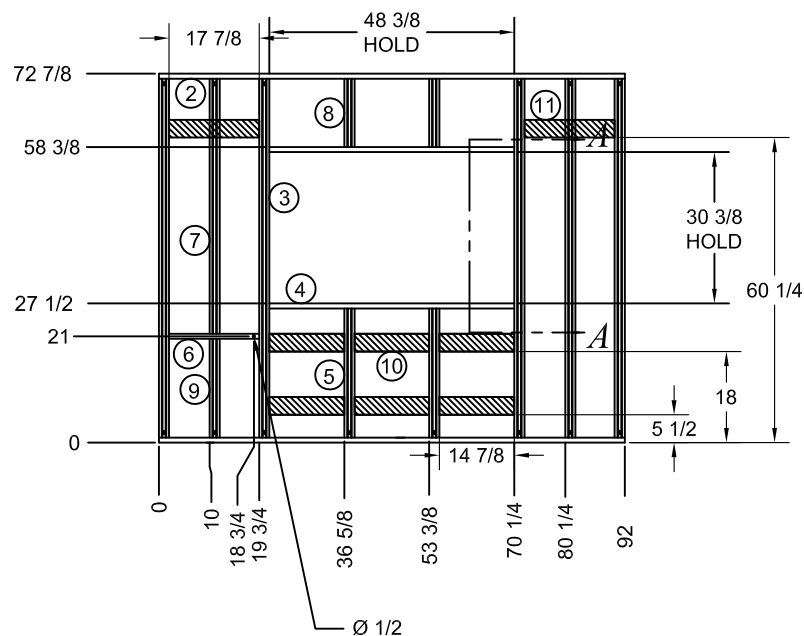
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A	SHORTENED TUBE 5/16"	MDK		6/14/10	
REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
LET.					

					
DATE: 06/10/10		TITLE: 2011 ALLSTAR NEW STYLE FALSE FLOOR			
DFTSN: MKLINE		CHKR:		DWG. No. 31-28-0534-10	
TOLERANCE, UNLESS OTHERWISE SPECIFIED		APRVD:		SCALE	
±.00 ±.030		DISK No.		SHEET 1 OF 1	
±.000 ±.015					
±.0000 ±.005					

CRITICAL CONTROL ITEM

USAGE: ALLSTAR W/ REAR EGRESS WINDOW




SECTION A-A

NOTES:

1- DRAWING VIEWED FROM EXTERIOR SIDE OF UNIT.

11	2		STEEL PLATE: 11ga. x 3 1/2" x 17-7/8"Lg. A-513
10	6		STEEL PLATE: 11ga. x 3 1/2" x 14-3/4"Lg. A-513
9	1	02062351	WALL BOW: 18ga. x 1" x 2" x 19"Lg. A-513
8	2	02062351	WALL BOW: 18ga. x 1" x 2" x 12-7/8"Lg. A-513
7	1	02062351	WALL BOW: 18ga. x 1" x 2" x 50-7/8"Lg. A-513
6	1	02071055	TUBE: 16ga. x 1" x 1" x 17-3/4"Lg. A-513
5	2	02062351	WALL BOW: 18ga. x 1" x 2" x 25-1/2"Lg. A-513
4	2	02071055	TUBE: 16ga. x 1" x 1" x 48-3/8"Lg. A-513
3	5	02062351	WALL BOW: 18ga. x 1" x 2" x 70-7/8"Lg. A-513
2	2	02071055	TUBE: 16ga. x 1" x 1" x 92"Lg. A-513
1			

REF. No.	QTY.	PART No.	MATERIAL DESCRIPTION
			
		DATE: 09/20/10	TITLE
		DFTSN: MDK	Frame, Rear Wall With 30" x 48" Window
		CHKR:	DWG. No.
		APRVD:	31-28-0003-05
		SCALE	
		DISK No.	SHEET 1 OF 1

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REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
A	ADDED 11ga. STRAP STEEL REINFORCEMENT FOR BAGS AND RESTRAINTS			10/29/13	
LET.					

TOLERANCE UNLESS OTHERWISE SPECIFIED
± .00 ± .030
± .000 ± .015
± .0000 ± .005

SMC Condensers

SMC3L & SMC2S microchannel skirt mounted condensers that can be used with almost every standard Trans/Air evaporator / compressor combination to complete an optimal climate control system.



Constructed of corrosion-resistant powder-coated galvanized steel

Stainless steel housing option is also available (Stainless Steel SMC2S pictured below)

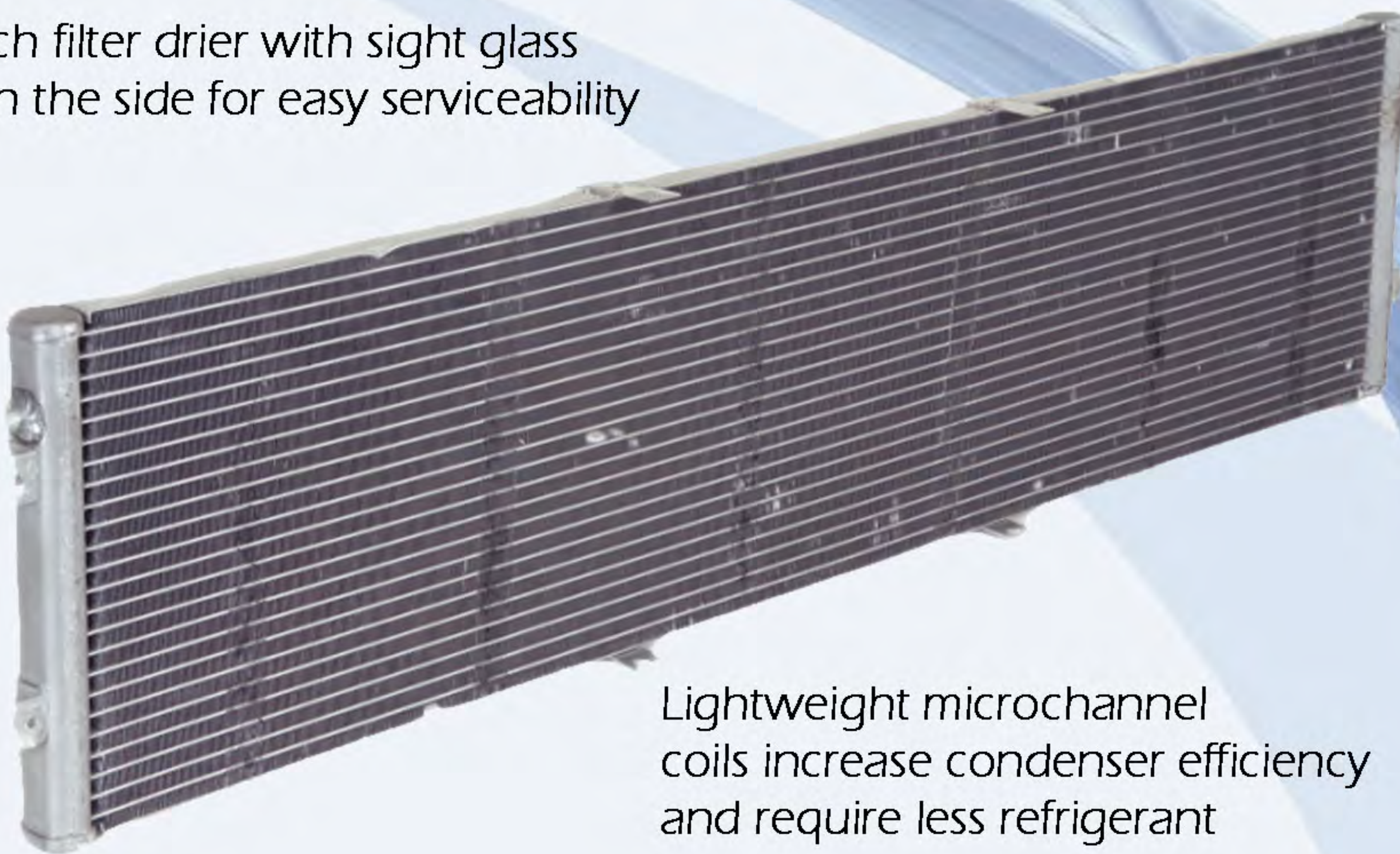
Flexible mounting pattern (optional channels available to attach condenser to vehicle stringer in lieu of standard floor mounting)



Optional non-powder coated screens, stacking kits, and winter cover kits



16 cubic inch filter drier with sight glass mounted on the side for easy serviceability



Lightweight microchannel coils increase condenser efficiency and require less refrigerant



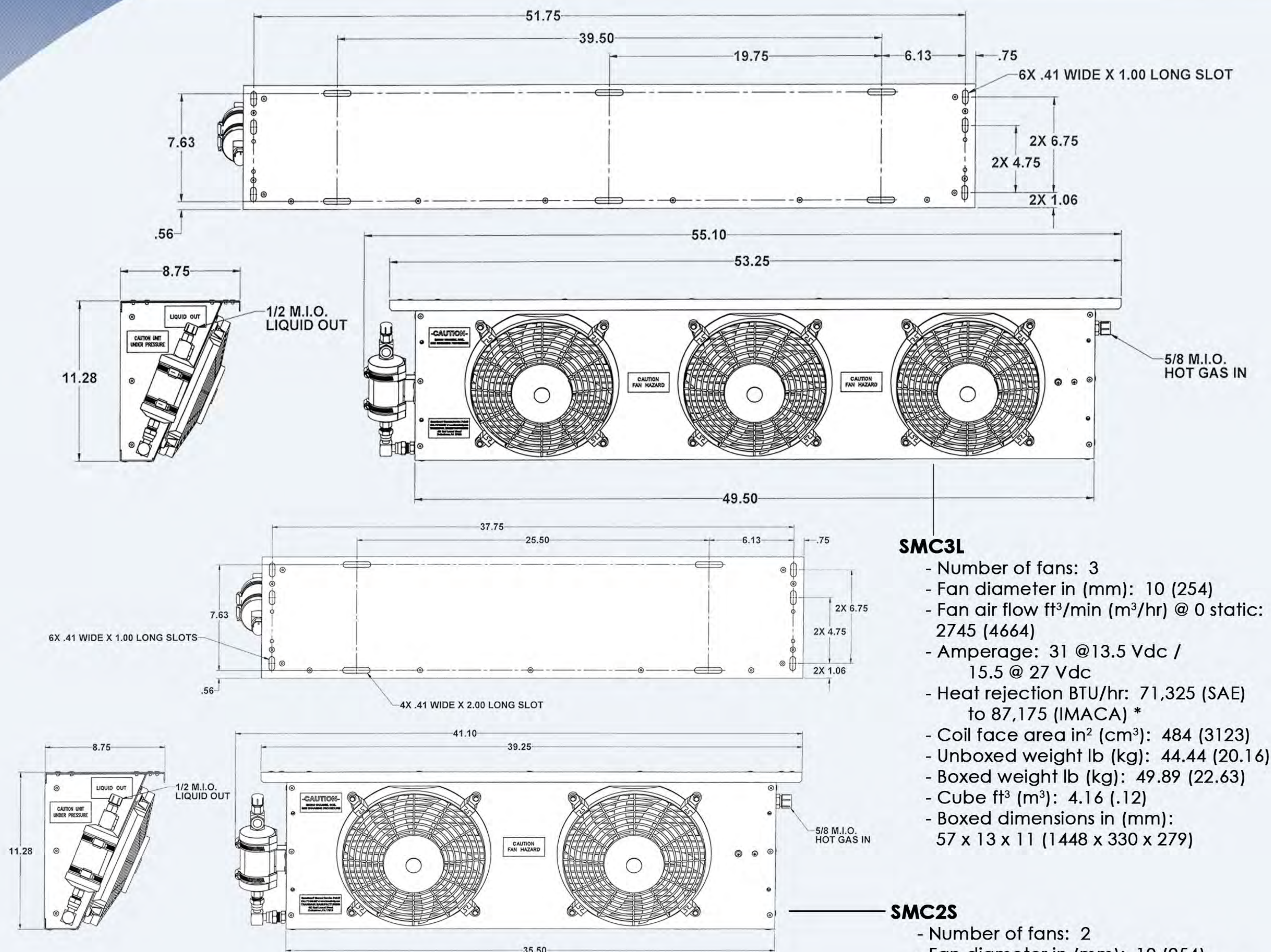
10" weather-proof condenser fans provide maximum air flow

School & Commercial Bus Climate Control Design | Manufacture | Install | Service

Trans/Air Manufacturing Corporation is an ISO 9001 registered firm committed to providing world class climate control products and services to the bus and commercial vehicle markets.



SMC Condensers



General (SMC2S & SMC3L)

- Skirt mounted
- Housing: powder-coated galvanized steel (stainless steel optional)
- 92% flow-through aluminum grill
- Coil fins: 0.008 in thick
- Filter drier: 16 in³

Fan Motor Assembly (SMC2S & SMC3L)

- Low profile surface mount
- Closed permanent magnet motor with ball bearings

Sight Glass (SMC2S & SMC3L)

- Moisture indicator
- Visible from outside of vehicle

Warranty

- 2 year unlimited mileage limited warranty within the continental U.S. and Canada. Terms of Trans/Air's domestic and export warranty policies are available upon request.

*** Actual BTU/hr is dependant on system combination and rating conditions used**

- Specifications subject to change without notice
- All measurements in standard
- Contact Trans/Air for more information

SMC3L

- Number of fans: 3
- Fan diameter in (mm): 10 (254)
- Fan air flow ft³/min (m³/hr) @ 0 static: 2745 (4664)
- Amperage: 31 @13.5 Vdc / 15.5 @ 27 Vdc
- Heat rejection BTU/hr: 71,325 (SAE) to 87,175 (IMACA) *
- Coil face area in² (cm²): 484 (3123)
- Unboxed weight lb (kg): 44.44 (20.16)
- Boxed weight lb (kg): 49.89 (22.63)
- Cube ft³ (m³): 4.16 (.12)
- Boxed dimensions in (mm): 57 x 13 x 11 (1448 x 330 x 279)

SMC2S

- Number of fans: 2
- Fan diameter in (mm): 10 (254)
- Fan air flow ft³/min (m³/hr) @ 0 static: 1830 (3109)
- Amperage: 21.3 @13.5 Vdc / 10.7 @ 27 Vdc
- Heat rejection BTU/hr: 48,364 (SAE) to 59,112 (IMACA) *
- Coil face area in² (cm²): 363 (2342)
- Unboxed weight lb (kg): 33.82 (15.33)
- Boxed weight lb (kg): 38.58 (17.50)
- Cube ft³ (m³): 3.09 (.09)
- Boxed dimensions in (mm): 43 x 13 x 11 (1092 x 330 x 279)



BODY CONSTRUCTION SPECIFICATION

The following information is submitted for all Startrans Bus products as supporting documentation of the structural soundness and impact resistance of the bodies manufactured. All vehicles are built using virtually the same materials with some minor differences in the height and width of cross members due to entry floor heights and/or body width variations.

A representative set of construction prints provided by engineering supplements this verbal accounting of our materials and assembly specifications.

If, in the reviewing of these written technical specifications and engineering frame prints submitted any questions arise, please contact us immediately for any clarification or help in interpretation and understanding.

3.0 Body Construction – General Frame Construction

Manufactured from corrosion-resistant aluminized steel, the floor, roof, side walls, rear wall, driver halo assembly and entry door assembly are wire welded (MIG) together to form an integral steel frame cage, then mounted with specified hardware to the rubber body mount points (pucks) supplied by the chassis manufacturer. Once joined to the chassis, the bus finishing process begins.

3.0.1 Floor frame construction and assembly –

- 3.0.1.1 Cross Members -- The floor cross members form the base structural support for the rest of the frame components. Our cross members are constructed of 14 gauge aluminized steel, formed to a capital “C” shape. Cross members over the fuel tank are made to provide the clearance needed to conform to FMVSS301, and include formed internal reinforcements welded in place for additional strength. All additional longitudinal and latitudinal structure is flush welded in place to form a one piece floor upon completion.*
- 3.0.1.2 Steel “Hat Posts” – 1”x1”x4” run the length of the floor between cross members and are welded into place. This extremely strong form is used to weld our HSLA steel seat track in place.*
- 3.0.1.3 Steel C Channel – 1”x1.5” C channel is welded in between cross members the full length of the floor in 5 places. Coupled with the Hat Posts this provides a one-piece strong “ladder” type frame for the flooring.*
- 3.0.1.4 Seat Track – 12 gauge roll formed high strength/low alloy steel is wire welded in place for seat mounting down each side of the bus, with lengths predicated on the floor plan chosen. This is yet another stiffener in our extensive construction process.*



- 3.0.1.5 Wheel Wells -- Constructed of 14 gauge steel, wheel wells are also welded in during the floor construction process. All seams in the wheel well are welded to create a one piece water resistant wheel housing structure. The wheel wells also provide additional strength to the body assembly, when welded in place.*
- 3.0.1.6 Structural Steel Angle – 1/8” thick 1.5” x 2.5” structural aluminized steel angle is used the full perimeter length of each floor assembly, welded to the ends of all floor cross members. This provides not only a flat plane for joining the sidewall assembly, but also ties all cross members together and provides additional side impact resistance.*
- 3.0.1.7 Additional structure – When adding vertical stanchions, wheel chair lifts and/or tie down options, additional structure is welded into the floor at locations specified by our engineering department on CAD drawings.*

3.0.2 Sidewall Construction –

- 3.0.2.1 Sidewall vertical member – The heart of our sidewall is the vertical structure, a roll formed 18 gauge aluminized steel capital “C” channel with 8 bends that create extreme strength and rigidity. The vertical member is installed in full lengths and in shorter sections below window frames. Additional vertical structure is used at both ends of the sidewall enabling the structure to withstand the forces applied by the vehicle when in motion.*
- 3.0.2.2 Steel Tubing – 1”x1” lower and 1”x3” upper 16 gauge aluminized steel tubing is welded in horizontally between vertical members to frame in window openings. This adds front to rear reinforcement as well.*
- 3.0.2.3 Seat Track – 11 gauge high strength low alloy roll formed steel track is welded down each sidewall below the window frame. While serving as a seat attaching device, it adds excellent structure to the sidewall and also adds excellent side impact resistance.*
- 3.0.2.4 Wheelchair Options – Add another layer of metal. Depending on track locations, another structure of 11 gauge thick aluminized steel is welded in place between each vertical member for attaching a shoulder belt mount. Also, additional structure is added to accommodate wheelchair door frames – either 1”x1” or 1”x2” 16 gauge aluminized steel tubing.*
- 3.0.2.5 Full length steel tubing – 1”x1” 16 gauge aluminized steel tubing is stitch welded to the sidewall bottom and top at each vertical member for attaching to the floor and roof sections, respectively.*

3.0.3 Rear Wall Construction –

- 3.0.3.1 Rear wall vertical member – The vertical sidewall capital “C” channel with 8 bends is also used in the rear wall assembly. Full length structure is used at varying places, depending on choice of rear window, or rear door. Shorter cut pieces are*



used above windows and doors. Additional side windows used with the rear door also change the configuration.

- 3.0.3.2 Steel Tubing – 1"x1" 16 gauge aluminized steel tubing is welded horizontally between vertical members to provide a window frame in the standard product, and used as an upper door frame in the optional rear assembly.*
- 3.0.3.3 Full length steel tubing – 1"x1" 16 gauge aluminized steel tubing is stitch welded to the rear wall top and bottom as in the sidewall assembly.*

3.0.4 Roof Construction –

- 3.0.4.1 Roof Bows – Radius formed one-piece 16 gauge aluminized steel roof bows formed as a modified hat post design with eight bends for exceptional strength and located on 16" centers (the closest in the industry), including 4 bends in the web similar to our vertical sidewall steel provide a roof structure capable of taking severe loads. They are then capped with top flat pieces from flange to flange to provide abundant surface area for securing the exterior roof material.*
- 3.0.4.2 Steel Tubing – 1"x1" 16 gauge aluminized steel tubing is welded in horizontally to frame all lower window openings and 1" x 3" 16 gauge aluminized steel tubing to all upper window openings as required. A full perimeter is also welded on to mate the roof to the side walls and rear wall, with short vertical pieces providing support on the front and rear ends. The 3" wide aluminized steel tube supplies a structural mounting surface for shoulder belt attachment and has been pull tested to federal standards.*

3.0.5 Driver Compartment Overhead Halo –

- 3.0.5.1 Steel Tubing – 1"x1" 16 gauge aluminized steel tubing is cut and jig welded into an integrated one piece structure spanning from the front roof bow of the body to the newly cut roof line of the cab. Also created during the structure manufacture is the housing for mounting the electronic circuit board.*
- 3.0.5.2 11 Gauge Steel – formed to make brackets used to mount to the chassis roof.*

3.0.6 False Floor (Cab to body transition) –

- 3.0.6.1 Steel Tubing – 2" x2" 16 gauge aluminized steel tubing is welded together forming a flat body floor transition from the step area back to the actual body area. An overhang on the curbside provides a secure attach point frontally for the entry door frame added later.*
- 3.0.6.2 Structural steel angle – 11 gauge 1.5"x1.5" structural angle is added in short lengths in five places to provide attachment points to the chassis floor.*



3.0.7 Interior Vertical Transition Frames –

3.0.7.1 Steel Tubing – 1"x1" 16 gauge aluminized steel tubing is used vertically and a ladder type assembly is made welding the 1x1 tube to .75"x.75" 11 gauge steel tube that is used horizontally in the assemblies. These pieces transition from the body fronts on each side to the driver halo side assembly and the entry door frame assembly on the curbside.

3.0.8 Entry Door & Step Assembly Frame –

3.0.8.1 Steel Tubing – 1"x1" 16 gauge and .75"x.75" 11 gauge aluminized steel tube is cut to length and welded together in a ladder type construction forming a rigid frame for attaching the entry door/step assembly.

3.0.9 Entry Door/Step Assembly –

3.0.9.1 11 Gauge Steel – The step riser/tread piece is manufactured from one-piece 11 gauge steel and uses 90° bends at all risers and treads. The bottom tread also adds an additional 90° bend for additional strength and safety. Upper and lower side pieces are then attached and an 11 gauge flat plate with holes is used to bridge the lower and upper side pieces, then is stitch welded and plug welded to form a strong one piece assembly prior to inserting and welding to the entry step framing.

APPLICATION OF EXTERIOR SIDEWALL MATERIAL

GALVANIZED STEEL SIDEWALLS OR OPTIONAL FIBERGLASS/FRP/COMPOSITE SIDEWALLS

The standard exterior side walls are .024" galvanized steel pre-painted white with an underlayment of 5/32" luan. The interior side walls are 5/32" luan covered with a light gray FRP or padded vinyl (customer's choice). The foam filled steel cage is placed in the center and all layers are adhered using polyurethane hot melt adhesive. The wall and roof sections are run through a pinch roller to apply pressure to the assembly, thereby squeezing out any air bubbles.

Optional composite FRP exterior sidewall panels are installed using the same method.

STARTRANS SENATOR & CANDIDATE II STANDARD EQUIPMENT

EXTERIOR STANDARD FEATURES/ITEMS

EXTERIOR LIGHTING

L.E.D. THINLINE RECTANGULAR FRONT & REAR CLEARANCE & MARKER LAMPS (5 FRONT AMBER, 7 REAR RED), L.E.D. RED STOP/TAIL AND TURN SIGNAL/RUNNING LAMPS, L.E.D. BACK UP LAMPS, L.E.D. LICENSE PLATE LAMP. 2 OF THE 7 THINLINE RED LIGHTS ARE SURFACE MOUNTED ON THE REAR SKIRT(OPTIONAL ARMORING IS AVAILABLE). THE OTHER 5 ARE INSTALLED IN THE REAR CAP RECESSES. A SURFACE MOUNTED LED EXTERIOR DOOR LIGHT IS NOW STANDARD WITH OPTIONAL LIGHTS AVAILABLE. LIGHT SUPPLIER IS STARTRANS OEM - OPTIONAL BRANDS MAY BE AVAILABLE AT ALTERNATE PRICING - CHECK WITH YOUR STARTRANS REPRESENTATIVE

EXTERIOR MIRRORS

ROSCO ACCUSTYLE MANUAL EXTERIOR BREAKAWAY MIRRORS ARE USED. SINGLE DOOR CHASSIS HAVE CHASSIS MOUNTED DRIVER SIDE AND USE THE ROSCO PATENTED FENDER MOUNT CURBSIDE. OVERALL HEAD SIZE IS APPROXIMATELY 7" X 14" WITH A FLAT LENS 7"W X 10"H AND CONVEX LENS 7"W X 4"H (BOTH APPROXIMATE). A FULL ARRAY OF POWER, HEAT AND TURN SIGNAL OPTIONS IS AVAILABLE. ALTERNATE BRAND MIRRORS MAY BE AVAILABLE AT AN ADDITIONAL CHARGE - CHECK WITH YOUR STARTRANS REPRESENTATIVE

EXTERIOR FRONT CAP & BODY WINGS

FIBERGLASS FRONT CAP WITH RECESSED MOUNTING FOR THINLINE AMBER RECTANGULAR L.E.D.MARKER/CLEARANCE LAMPS. FRONT FIBERGLASS CURBSIDE WING WITH LARGE 361 SQ. IN. VIEWING WINDOW TINTED AS-2 PER FMVSS REGULATIONS. FRONT STREETSIDE FIBERGLASS WING MATING TO CHASSIS "B" PILLAR.

EXTERIOR REAR ONE-PIECE CAP

ONE-PIECE FIBERGLASS REAR CAP WITH ANTI-RIDE FEATURE, RECESSED MOUNTING FOR 4" ROUND L.E.D. GROMMET MOUNT STOP/TAIL/TURN AND BACK UP LAMPS. RECESSED MOUNTING FOR 5 EACH THINLINE RED SURFACE MOUNT L.E.D. MARKER/CLEARANCE LAMPS. INCLUDES A 30" X 48" NOMINAL REAR EGRESS WINDOW AS STANDARD.

EXTERIOR ROOF

5.2mm THICK LUAN IS SECURED BY FASTENERS TO EACH ROOF BOW, THEN A ONE-PIECE .040" THICK FRP ROOF IS BONDED WITH ADHESIVE TO THE LUAN. EXTRA REINFORCEMENT AT THE ROOF RADIUS IS PROVIDED BY A .050" THICK BLACKBOARD.

EXTERIOR SIDEWALL & SKIRT METAL

.024" THICK PRE-PAINTED GALVANIZED STEEL SIDEWALL METAL AND SKIRTS. SIDEWALL IS LAMINATED USING A REACTIVE, CROSSLINKED STRUCTURAL HOT MELT ADHESIVE TO THE STEEL FRAME USING HIGH PRESSURE PINCH ROLLERS TO ENSURE A SOLID BOND.

EXTERIOR REAR BUMPER

A HEAVY DIE-FORMED STEEL BUMPER WITH TOP AND BOTTOM REINFORCING RIBS AND BLACK POWDER COAT PAINT IS INSTALLED USING 316 STAINLESS STEEL BOLTS.

INTERIOR STANDARD FEATURES/ITEMS

DRIVER OVERHEAD AREA

GREY PADDED VINYL DRIVER OVERHEAD PANEL, ELECTRICAL COVER PANEL & ACCESS DOOR, ENTRY DOOR AND "B" PILLAR COVERING. PANELS ARE SECURELY ATTACHED TO FRAME COMPONENTS USING FASTENERS.

CEILING AND REAR WALL

5.2mm THICK LUAN IS ATTACHED TO STRUCTURE WITH FASTENERS. SEASPRAY FABRIC IS INSTALLED WITH AN ADHESIVE TO THE LUAN.

CEILING AND REAR WALL

5.2mm THICK LUAN IS ATTACHED TO STRUCTURE WITH FASTENERS. SEASPRAY FABRIC IS INSTALLED WITH AN ADHESIVE TO THE LUAN.

UPPER INTERIOR SIDEWALL

VANDAL RESISTANT FRP LAMINATED TO LUAN IS INSTALLED ABOVE THE SEAT TRACK TO THE TRANSITION PANEL. MATING PANELS ARE TRIMMED USING A VINYL "T" LOCK WITH SMOOTH EDGES

LOWER INTERIOR SIDEWALL

DIRECTIONLESS WEAVE CHARCOAL COLOR FABRIC IS INSTALLED ON LUAN USING AN ADHESIVE FROM BELOW THE SEAT TRACK TO THE FLOOR.

SIDEWALL/CEILING TRANSITION PANELS

ATTRACTIVE CONVEX RADIUS DIE FORMED ALUMINUM TRANSITION PANELS ARE COVERED WITH SEA SPRAY FABRIC AS THE CEILING AND REAR WALL. THE PANELS ARE HELD IN PLACE BY AN EXTRUDED ALUMINUM "J" RAIL THAT IS ANODIZED WITH AN ATTRACTIVE, GLARE-FREE SATIN FINISH. PANELS STAY IN PLACE BUT CAN BE REMOVED WITHOUT TOOLS FOR ANY SERVICE WORK NEEDED. PANEL ENDS ARE NEATLY TRIMMED OUT WITH GREY THERMOFORMED PLASTIC.

INTERIOR LIGHTING

L.E.D. PASSENGER DOME LAMPS (THE QUANTITY VARIES WITH BODY LENGTH), L.E.D. DRIVER OVERHEAD DOME LAMP, L.E.D. ENTRY STEP LAMPS. LIGHT SUPPLIER IS STARCRAFT OEM - OPTIONAL BRANDS MAY BE AVAILABLE AT ALTERNATE PRICING - CHECK WITH YOUR STARTRANS REPRESENTATIVE

PLYWOOD SUB-FLOOR DECKING

5/8" THICK PLYWOOD IS INSTALLED OVER THE FLOOR STEEL STRUCTURE AFTER THE APPLICATION OF A STRUCTURAL ADHESIVE ON ALL FLOOR STRUCTURE PARTS. THE PLYWOOD IS HELD IN PLACE UNTIL THE ADHESIVE CURES BY COUNTERSUNK SELF DRILLING #14 SCREWS

INTERIOR & STEP FLOORING

GERFLOR SIRIUS NT 2.25mm THICK GRAPHITE (BLACK) UPGRADE, PVC FLOORING IS INSTALLED USING A HIGH TEMPERATURE, PLASTICIZER RESISTANT ADHESIVE, THEN ROLLED WITH A HEAVY WEIGHT TO REMOVE ANY AIR BUBBLES. ALL SEAMS ARE HEAT WELDED TO FORM A VIRTUAL ONE-PIECE PASSENGER AREA COVERING COVERED TO BOTTOM OF SEAT TRACK WHITE STEP NOSING IS STANDARD. YELLOW IS AVAILABLE AS AN OPTION.

ENTRY GRAB RAILS & STANCHION PANELS

A VERTICAL STAINLESS STEEL GRAB RAIL IS INSTALLED ON THE LOWER LEFT HAND SIDE OF THE ENTRY STEPS. A MODESTY PANEL/STANCHION ASSEMBLY IS INSTALLED AT THE TOP OF THE ENTRY STEPS ON THE LEFT HAND SIDE OF THE ENTRY WAY AND A STAINLESS STEEL GRAB RAIL IS INSTALLED FROM THE ENTRY WAY WALL TO THE VERTICAL STANCHION AT THE END OF THE ENTRY STEPS. A GREY PADDED VINYL MODESTY PANEL IS STANDARD.

STANDARD DOOR AND WINDOW INFORMATION

PASSENGER WINDOWS

36" TALL X 36" WIDE UPPER T SLIDE WINDOWS TINTED TO FMVSS COMPLIANT AS-3 USING 3mm THICK GLAZING THAT PROVIDES 23% VISIBLE LIGHT TRANSMITTANCE, MOUNTED IN AN ALUMINUM EXTRUDED FRAME THAT IS BLACK POWDER COATED. 36" HIGH X 24" WIDE WINDOWS MAY BE NECESSARY AS "FILLERS" ON CERTAIN BODY LENGTHS TO MAXIMIZE PASSENGER VIEWING AREA. A REAR 30" TALL X 48" WIDE (NOMINAL) EGRESS WINDOW. FMVSS 217 COMPLIANT SIDE EGRESS WINDOWS ARE SUPPLIED. 1 PER SIDE IS STANDARD, BUT PASSENGER COUNTS MAY REQUIRE ADDITIONAL WINDOWS TO BE ORDERED. CHECK WITH YOUR STARTRANS REPRESENTATIVE.

PASSENGER ENTRY DOOR

36" WIDE ROUGH OPENING WELDED ENTRY ASSEMBLY. A&M MANUFACTURING PRODUCED ENTRY DOOR LEAVES AND A&M ELECTRIC DOOR HEADER MECHANISM (MANUAL IS AVAILABLE - OPTIONS MAY DICTATE DIFFERING DOOR SIZE). FULL HEIGHT 1/8" THICK TEMPERED SAFETY GLASS IN EACH DOOR LEAF IS FMVSS COMPLIANT AS-2 TINTED. LEAF FRAMES ARE INTERLOCKED ALUMINUM EXTRUSIONS WITH TOUGH, CLEAR COAT ANODIZED 204 R1 RATED FINISH FOR CORROSION PROTECTION AND INTEGRATED, OVERLAPPING FLEXIBLE SEALS (APPROXIMATELY 2.5" EACH). FRONT LIFT 138"/139" WHEELBASE MODELS USE A 32" ENTRY DOOR.

► The Candidate II Transit



► Value-Packed with Superior Fuel Economy, Narrow Body Bus

The Candidate II Transit is the perfect solution for those in the market for a smaller shuttle bus or an alternative to a van. The Transit, with its narrow body and long list of standard features, can accommodate a variety of needs. Drivers will appreciate the improved visibility the Candidate II Transit offers with super starview window and the well-designed driver's area.

Passengers will be able to enter and exit the Candidate II Transit with ease due to the 10" ground to first step, wide entry door, and the deep entry steps. Once on board, the passengers can comfortably move throughout the bus with its 20" aisle and 76" of interior head room. When passengers are seated, they will have an appreciable view through the 36" x 36" windows. This, combined with the previously mentioned features, make the Candidate II Transit the most spacious shuttle bus in its class.

► Candidate II Transit Features | Features to Meet Your Specific Needs



Comfortable and easily-accessible driver's area



Spacious interior with mid-backseats and wheelchair lift



Attractive and convenient driver control panel



► The Candidate II Transit



► Standard Exterior Feature Highlights

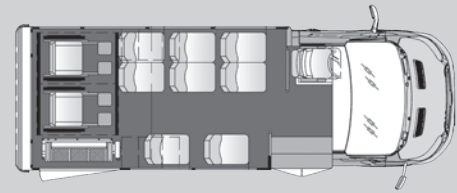
- Fully welded aluminized steel cage construction with laminated sidewall structure meeting all applicable FMVSS requirements
- 10" ground to first step at entry door
- 109" overall exterior height (depending on options)
- "Super Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" high x 36" wide high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white galvanized steel sidewalls and skirts
- Fiberglass front and rear cap
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Drip rail over all windows and passenger door openings
- LED front and rear marker lights
- LED stop, tail, and turn signal lights including back-up lights

► Standard Interior Feature Highlights

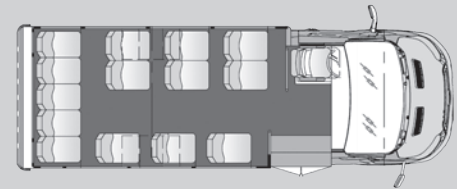
- 81" interior width
- 76" interior floor to ceiling height
- Welded floor and wall seat track for flexible seating
- Black slip resistant floor covering
- 5/8" plywood flooring
- Ceiling and rear wall fabric for sound abatement
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing at passenger entry door
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- LED Entry door step well lights
- LED driver and passenger area lighting
- Non-retractable seat belts

► Popular Option Highlights

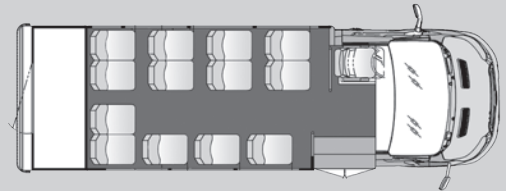
- Stainless steel wheel inserts
- Luggage Storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Passenger area rear heat and air conditioning
- Passenger grab rails
- Padded vinyl or cloth walls and ceiling
- Audio and video systems
- Bonded windows
- ADA and FMVSS compliant wheel chair lifts and securement systems



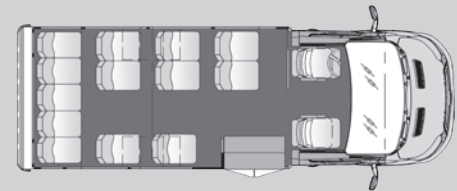
8 Passenger Two Wheelchairs Plus Driver



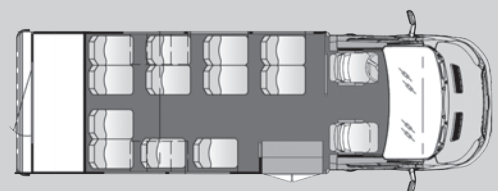
14 Passenger Plus Driver



13 Passenger Plus Rear Luggage Plus Driver



14 Passenger Plus Driver



13 Passenger Plus Rear Luggage Plus Driver



Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.

StarTrans Bus, a division of Forest River, Inc., is owned by Berkshire Hathaway, one of the most respected and financially secure companies in the industry.

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2367 Century Drive • Goshen, IN 46528 • 1.800.348.7440
Lit. No. STB-04R/022818

TA73 Evaporator

Industry
exclusive 2
year, unlimited
mileage, limited
warranty

**A rear or front
mounted freeblow
evaporator that
can be used as a
tie-in with OEM
components or as
part of a complete
Trans/Air system**

Durable ABS cover with
unique drain pan that promotes proper
condensate removal (available in white, gray, and spring white)



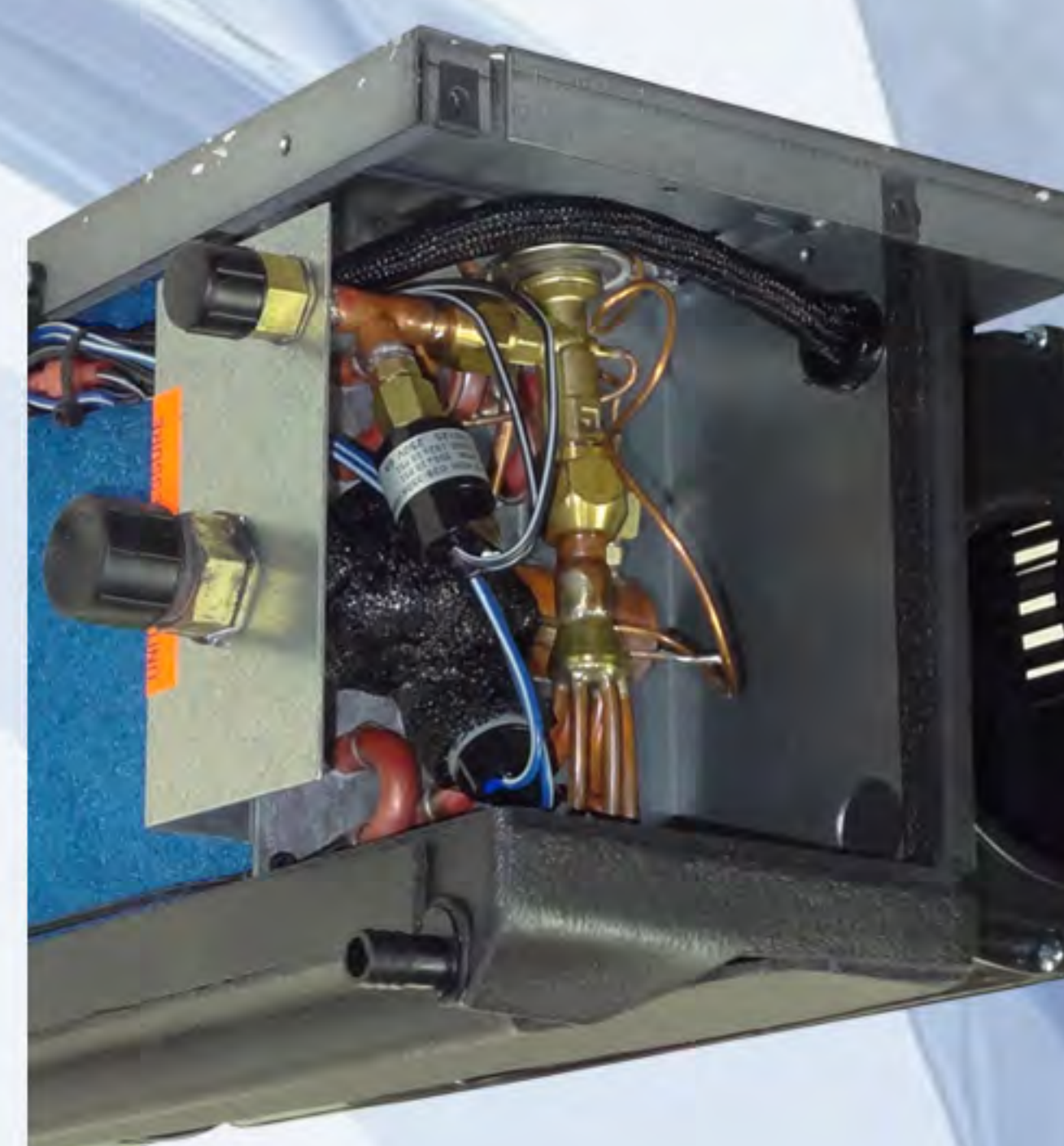
Enhanced tube & fin design
provides highest capacity



Heavy Duty galvanized
steel enclosure for reduced
air leakage and maximum
durability



Blower assemblies come equipped
with larger blower wheels for maximum
air flow and motors utilize custom
wound armatures for lower current
draw and greater efficiency



4 Ton externally equalized, thermostatic expansion valve that
precisely controls refrigerant and prevents liquid slugging to the
compressor or starved evaporator



School & Commercial Bus Climate Control Design | Manufacture | Install | Service

Trans/Air Manufacturing Corporation is an ISO 9001 registered firm committed to providing
world class climate control products and services to the bus and commercial vehicle markets.

TA73 Evaporator

General

- Freeblow air distribution
- Weight lb (kg): 52.8 (24)
- Box Size in (mm): 45 x 22 x 14 (1140 x 560 x 360)
- Cube ft³ (m³): 8 (.23)

Cooling Capacity

- BTU/hr: 41,000 (SAE) to 65,000 (IMACA) *

Heating Capacity

- BTU/hr: 50,000 (Actual capacity varies based on engine operating temperature and hot water flow rate)

Cover

- ABS cover
- Seperate drain pan with sump
- (2) Multi-directional louvers
- Washable / reusable filter
- (2) 5/8 in ID drain hoses

Blower Assemblies

- (4) 4.5 in diameter blower wheels
- Amperage draw: 16.9 Amps @ 13.5 Vdc (8.5 Amps @ 27 Vdc)
- Total air flow 1480 ft³/min (2515 m³/hr) @ 0 static
- (2) Double shafted, single speed, permanent magnet motors

Evaporator Coil

- (1) Coil
- Face area in² (cm²): 280 (1806)
- 3/8 in enhanced copper tubing
- Fins: 0.006 in raised lance, 10 FPI
- (3) Row

Electrical

- Color coded in fire retardant loom
- Low and high pressure switches

Expansion Valve

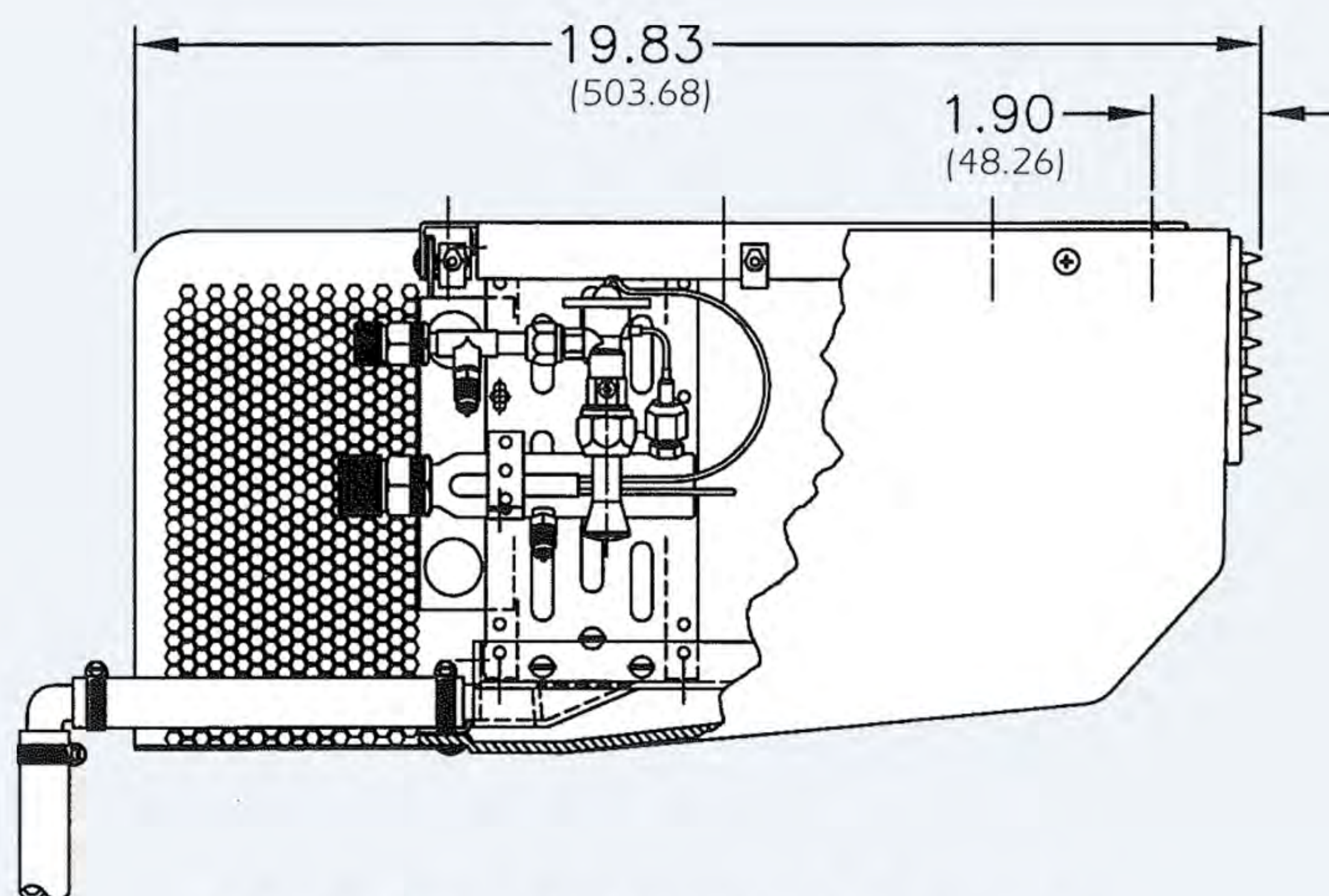
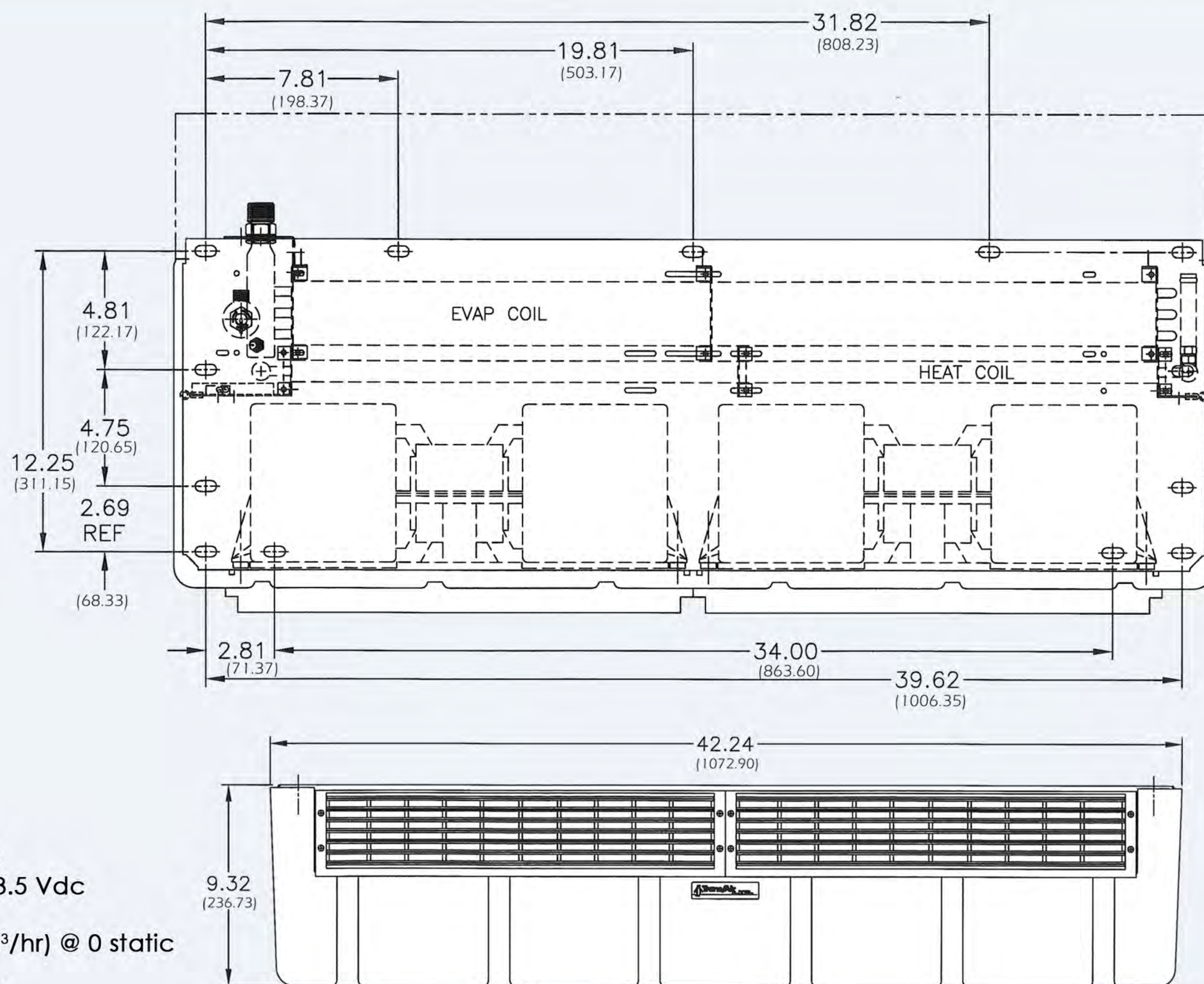
- (1) 4 Ton externally equalized thermostatic type

Available Options

- Metal cover for use with with OEM installation
- Heat coil used with positive isolator valve. Isolator valve and heater hose not included.
- Coil corrosion protection

Warranty

- 2 year unlimited mileage limited warranty within the continental U.S. and Canada. Terms of Trans/Air's domestic and export warranty policies are available upon request.



* Actual BTU/hr is dependant on system combination and rating conditions used

- Specifications subject to change without notice
- All measurements in standard (metric)
- Contact Trans/Air for more information

RAIN BOOTH INFORMATION

Constructed as part of a corporate-wide pre-delivery inspection facility, the Forest River 20' x 50' motorized vehicle rain booth utilized by Starcraft and Startrans Bus offers exceptional performance in the area of water leak detection.



The motorized vehicle rain booth adds front wall nozzles to the design of the towable rain booth, simulating the pelting of oncoming rain at highway speeds. Both booths include two 1200 gallon recycling tanks and utilize a 12Horsepower pump with multi-bank filters capable of delivering 40 – 60 p.s.i. That equates to 300 gallons per minute pushed through the spray heads, or the equivalent of a 24 inch-per-hour downpour!

With nozzles directed at the roof, sidewalls, front and undercarriage, nothing goes untouched in our quest for leak elimination. Using both velocity and volume in our test procedure ensures our valuable customers that we are doing the utmost to deliver a leak-free product to them.



Visitors are always welcome to witness the test booths whenever they are in operation.



06/21/2017

MB#

Z GUARD™ 9902 STAR

A wax based undercoating intended to protect commercial vehicles from corrosion. The wax electrochemically inhibits the rate of corrosion and also, due to the film characteristics, provides a coating resistant to stone impingement and elevated temperatures.

PHYSICAL PROPERTIES

Appearance	Black Liquid
% NVM by WT.	50
Density	10.43 lb/gal
Viscosity (after reduction with water) per Brookfield RVT #5 Spindle 20RPM	2500
Viscosity per #4 Zahn cup	26 sec.
Mechanical Stability	Excellent
Heat Stability	Excellent
V.O.C.	0.00 lbs/gal
D.O.T. Flammability Rating	>200q F
pH	8.5
Cryptometer/#2 Wedge, ASTM D1212	15
60° Gloss	< 5 matt finish)
Sag (mils)	>15

Z TECHNOLOGIES CORPORATION

World Leaders in Corrosion Protection

26500 Capitol Avenue, Redford, Michigan 48239-2597
Telephone (313) 937-0710 · Fax (313) 937-1470

Z GUARD 9902 STAR Film Properties

Performance testing reflects coating on unpolished Q panels with four day air-dried films at 3.0 – 4.0 mils dry.

Dry to touch at R.T., ASTM D1640	10 ± 2 minutes
Dry-to-Handle at R.T., ASTM D1640	20 ± 5 minutes
Pencil Hardness	6B
Flexibility 180° bend over conical mandral	Pass
Salt Spray, ASTM B117, 1000 hours	Field, scribe, edge clean; slight blistering
Salt Fog Resistance (463PB-10-01), 240 hours.	Pass (No rust)
◆ 500 F x 16 hours plus 240 hrs salt fog	Pass (No rust)
◆ 325 F x 16 hours plus 16 hours humidity.	Pass (No rust, nor blisters)
Salt Fog Resistance (WSS-M2P178-A), 240 hours.	
◆ 662°F x 1 hour; 1°C water quench; plus 240 hrs salt fog.	Pass (#8-9 corrosion rating or <0.1% surface rust per ASTM D 610-95)
Salt Water Immersion, 5% NaCl, 100° F, 96 Hours	Pass
Detergent Immersion, 100° F, 48 Hours	Pass
Gravelometer, ASTM D3170, -20° F	Good(8A)
Poultice, GM 998-5470, 20 cycles	Pass
Q.U.V., ASTM G53, 3000 Hours	Pass
Q.U.V., 100 Hours + Salt Spray, 336 Hours	Pass
Q.C.T., 3000 Hours	Pass
Humidity Resistance, ASTM D2247, 2000 Hours	Pass
Sag resistance	≥5 mils
Impact (direct & reverse) ASTM D3281	160/40 inch-lbs.
Adhesion (FLTM B1 6-1 B) cross Hatch	5A Pass
Scab corrosion resistance, 20 cycles	Pass

APPLICATION

For ultimate protection, apply films to clean metals at a thickness of at least four (4) mils dry, by any of the following methods:

Airless spray, with a 33:1 1.5 - 3.5 GPM, .013 - .026 tip at 50-75 psi line pressure, 20 - 40 fan

www.ztechprotection.com

Z TECHNOLOGIES CORPORATION

World Leaders in Corrosion Protection

26500 Capitol Avenue, Redford, Michigan 48239-2597
Telephone (313) 937-0710 • Fax (313) 937-1470



ISO 9001:2008 CERTIFIED

August 12, 2014

Subject: Z Guard 9902 Water Based Corrosion Preventative

To Whom It May Concern

Z Technologies Product, Z Guard 9902, was tested to the requirements of Specification A-A- 55295 which supersedes Specification MIL PRF 62218 which supersedes Specification TT C 520.

The test results are attached.

Based on the results of testing, Z Guard 9902 meets or exceeds the performance requirements of the specification.

The product Z Guard 9902 is widely utilized in the Commercial Vehicles OEM market and carries a three year corrosion warranty.

Sincerely

Ellis Breskman Ph.D.
Director of Research & Development
Dr. Kurt Ziebart Memorial laboratory

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www.ztechprotection.com
World Leaders in Corrosion Protection

www.ZTechCoatings.com

26500 Capitol Avenue, Redford, Michigan 48239-2597 • Telephone (313) 937-0710 • Fax (313) 937-1470

Supplier		Part Name	
Z Technologies Corporation			
Name Of Laboratory		Z-Guard ® 9902	
Dr. Kurt Ziebart Memorial Laboratories			
Material Specification			
Spec. No.#	Com. Item Description A-A-59295		Superseding MIL - PRF - 62218B June 3, 1996; which supersedes TT C 520B
2	Type I Motor Vehicles and Trailers		Originally issued Sept. 9, 1998
NSN 8030-01-127-3683			
	REQUIREMENTS:	RESULTS	OK NOT OK
3.1	INGREDIENTS		
3.1	Non Volatiles dispersed in petroleum solvent	water based	X
3.1.1	no highly toxic ingredients	comply	X
3.1.1.1	No benzene or HAPS	comply	X
3.1.1.2	No halogenated hydrocarbons	comply	X
3.2	CHEMICAL AND PHYSICAL CHARACTERISTICS		
3.2.1.2	Non Volatiles (weight) not less than 52% ± 5%	61%	X
3.2.1.3	Wt per liter to not vary by more than 5% ASTM D1475	comply	X
3.2.1.4	Sulfated Ash content Each batch shall be within 10% of established value ASTM D95	comply	X
3.2.2	Water Content shall be less than 1% ASTM D95	water based coating	X
3.2.3	Lead Content less than 0.015% ASTM D3335	< 0.006%	X
3.2.4	Flash Point not less than 100F ASTM D93	>240 F	X
3.2.5	Condition in Container: no settling, lumps, skins, or separation of the solvent	comply	X
3.2.6.2	Color: Color Brown or Black: no fluorescent pigments or dyes	black	X
3.3	PERFORMANCE PROPERTIES		
3.3.1	Sag Sag resistance ≥ 10 wet mils (250μ)	23 mils	X
3.3.2.2	Creep: (1) expose 2 std cold rolled steel panels to 24 Hrs of ASTM 117 Salt Spray. (2) Clamp the panels together so that they overlap by 1/2 inch (3) apply the coating with a spatula to the joint (4) allow the test panels to stand in a vertical orientation for 7 days at room temp. (5) examine for creep of coating: no more than 0.25 inches allowed	creep 0.1 inches pass	X
3.3.3	Copper Corrosion. The compound shall not be corrosive to copper when tested to ASTM D130. Test duration 3 hours. Test Temperature 100C. Copper strip classification value shall not exceed 1-b (slight tarnish, dark orange)	1-b Pass	X
3.3.4	Fire Resistance: Expose the coating to a flame for 20 seconds. The coating shall not support combustion for more than 15 seconds after the flame is removed per ASTM D1310	flame out in 5 seconds: Pass	X
3.3.5	Detergent Resistance. Immerse the dry coating into a solution of 2.5 grams sodium lauryl sulfate or equivalent per liter of water at 50C (122F) for 10 minutes. The coating must remain intact and continuous.	Slightly affected	X
3.3.6	Chip Resistance. ASTM D3170 rating of 3A or better	4A Pass	X
3.3.7	Solvent Vapor Wash Resistance. Place fresh wet film into non air circulation oven at 121C for 15 minutes. After 15 min cool at room temp, no evidence of sag, channeling, or removal from surface	no evidence of sag channeling or removal	X
3.3.8	Condition to Touch. After 7 days at room temp, the coating shall be dry to touch	dry to touch: Pass	X
3.3.9	Environmental. Testing shall conform to SAE J1959	Pass	X
3.3.9.1	Low Temperature Stability. Expose the films to temperature of -20F for 16 hours. Film shall remain homogenous.	no effect: Pass	X
3.3.9.2	Low Temperature Sprayability. Coating applies at temperatures 4C (40F) or above.	OK: pass	X
3.3.9.3	Low Temperature Flexibility. Coating shall be flexible at temperatures -20F and above	Pass	X
3.3.9.4	High Temperature Sprayability. The coating shall spray well 100F or below	Pass	X
3.3.9.5	High Temperature Flow Resistance. Expose dry film to 300F for 2 hours: No sag allowed.	No Sag: Pass	X
3.3.9.6	Salt Fog. Apply coating to corroded surface. Expose to 1000 hours per SAE J1959. Rating must be 2 or better.	ASTM Rating of 6: Pass	X
3.3.9.7	Salt Water Immersion: Immerse dry film for 21 days in solution of 27.6 grams of NaCl, 2.4 grams CaCl2 in one liter of water. Adjust pH to 7.8 - 8.2 with sodium carbonate. See SAE J1959. The compound shall inhibit corrosion.	Pass	X
3.3.9.8	Cyclic Environmental conditions. Test to SAE J1959 section 3.12. The coating shall inhibit corrosion.	SAE J2334 Cyclic: Pass	X
4	REGULATORY REQUIREMENTS	Material is recoverable	X
4.1	Attempt to utilize Recovered Material		
5	QUALITY ASSURANCE PROVISIONS	certified to ISO 9001	X
5.1	Contractor Required to perform all examinations and tests		
5.2	Same product as sold to the commercial market	same product	X

The above test results were obtained from validation testing to CID A-A-59295 Type II.

Ellis Breskman PhD Technical Officer

Date:

MAY 12, 2014

**FMVSS/CMVSS Compliance Summary 2019-20****Commercial and MFSAB**

This vehicle conforms to all applicable U.S Federal Motor Vehicle Safety Standards and Canadian Motor Vehicle Safety Standards in effect on the date of manufacture		
C/FMVSS No.	Standard Description	Compliance Action
101	Control Location, Identification and Illumination	Startrans does not alter the OEM controls or displays. Any aftermarket seats and/or controls or displays subject to the standard meet this standard.
102	Transmission Shift Lever Sequence, Starter Interlock & Transmission Braking Effect	Compliance is deferred to the chassis manufacturer.
103	Windshield Defrosting & Defogging Systems	Compliance is deferred to the chassis manufacturer.
104	Windshield Wiping & Washing Systems	Compliance is deferred to the chassis manufacturer.
105	Hydraulic Brake Systems	Test data kept on file for vehicles that have had the wheelbase extended, or have had other system modifications. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
106	Brake Hoses	Vehicles with wheelbase modifications have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For Non-stretched vehicles compliance is deferred to the chassis manufacturer.
108	Lamps, Reflective Devices & Associated Equipment	Startrans does not alter OEM lighting. Additional lighting to include brake, turn, clearance, auxiliary and reverse lamps meet standard. Data on file.
108.1	Alternative Requirements for Headlamps	Startrans does not alter OEM lighting. Compliance is deferred to the chassis manufacturer.
110	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
111	Rear View Mirrors	All aftermarket mirrors installed by Startrans meet this standard and DOT regulations.
112	Headlamp Concealment Devices	Startrans does not manufacture vehicles with headlamp concealment devices.
113	Hood latch systems	Compliance is deferred to the chassis manufacturer.
114	Theft Protection	Compliance is deferred to the chassis manufacturer.
115	Vehicle Identification Number	Compliance is deferred to the chassis manufacturer.
116	Hydraulic Brake Fluids	Startrans does not alter brake systems. Vehicles with modified wheelbases have additional fluid added by chassis modifiers using OEM instruction and materials. All other system modifications utilize only OEM-approved fluid. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
118	Power Operated Window, Partition, and Roof Panel Systems	Compliance is deferred to the chassis manufacturer.
120	Tire Selection and Rim for Motor Vehicles with a GVWR of 4,536kg (10,000 lbs.) or More	Compliance is deferred to the chassis manufacturer.
121	Air Brake Systems	Vehicles with wheelbase modifications have additional lines installed by chassis modifiers using OEM components. Other vehicles that have had system modifications use OEM or OEM-approved components and are tested for compliance. For unmodified vehicles, compliance is deferred to the chassis manufacturer.
124	Accelerator Control Systems	Startrans does not alter the OEM accelerator system, with the exception of the addition of aftermarket fast idle systems on some vehicles. These systems meet this standard when installed in accordance with instructions.
125	Warning Devices	All vehicles manufactured by Startrans that are equipped with aftermarket (3) triangle kit meet this standard.
131	School Bus Pedestrian Safety Devices	All vehicles manufactured by Startrans are not completed to be used as school buses.
135	Light Vehicle Brake System with a GVWR of 3,500kg (7,716lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 3,500kg (7,716 lbs.) or Less.
201	Occupant Protection in Interior Impact	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
202	Head Restraints	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.

**FMVSS/CMVSS Compliance Summary 2019-20****Commercial and MFSAB**

This vehicle conforms to all applicable U.S Federal Motor Vehicle Safety Standards and Canadian Motor Vehicle Safety Standards in effect on the date of manufacture		
203	Impact Protection for the Driver from the Steering Control System	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
204	Steering Control Rearward Displacement	Compliance is deferred to the chassis manufacturer.
205	Glazing Materials	No modifications are made to the OEM Glazing materials. Additional glazing materials meet the standard. Data on file.
206	Door Locks and Door Retention Devices	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
207	Seating System	All seating installed by Startrans meets this standard. Test data on file.
208	Occupant Crash Protection	No alterations are made to the OEM seat belts, air bag systems or associated hardware. Any seat belt systems added meet the standard. Test data on file.
209	Seat Belt Assemblies	No alterations are made to the OEM seat belts or associated hardware. Any seat belt systems added meet the standard. Test data on file.
210	Seat Belt Assembly Anchorage	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Test data on file.
210.1	User-ready Tether Anchorages for Restraint System	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
210.2	Lower Universal Anchorage Systems for Restraint Systems and Booster Cushions	No alterations are made to the OEM seat belts or associated hardware. Seat belt systems and their installation meet the standard. Data on file.
212	Windshield Mounting	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
213	Child Restraint Systems	Vehicles manufactured by Startrans, that are subject to this standard, have seating installed that meets this standard. Test data on file.
213.4	Built-in Child Restraint Systems and Built-in Booster Cushions	Vehicles manufactured by Startrans, that are subject to this standard, have seating installed that meets this standard. Test data on file.
214	Side Impact Protection with a GVWR of 4,536kg (10,000 lbs.) or Less	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
216	Roof Crush Resistance	Startrans does not manufacture vehicles with a GVWR of 2,722kg (6,000 lbs.) or Less.
217	Bus Window Retention and Release	No modifications are made to the OEM windows. Additional windows meet the standard. Test data on file.
219	Windshield Zone Intrusion	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
220	School Bus Rollover Testing	All vehicles manufactured by Startrans meet this standard. Test data on file
221	School Bus Body Joint Strength	All vehicles manufactured by StarTrans are not completed to be used as school buses, however, StarTrans does test vehicles to meet standard.
222	School Bus Passenger Seating and Crash Protection	All MFSAB vehicles manufactured by Startrans meet this standard. Test data on file
225	Child Restraint Anchorage Systems	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
301	Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.1	LPG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.
301.2	CNG Fuel System Integrity	Compliance is deferred to the chassis manufacturer.

**FMVSS/CMVSS Compliance Summary 2019-20****Commercial and MFSAB**

This vehicle conforms to all applicable U.S Federal Motor Vehicle Safety Standards and Canadian Motor Vehicle Safety Standards in effect on the date of manufacture

302	Flammability of Interior Materials	Materials installed in the interior of Startrans products meet the standard. Test data on file.
303	Fuel System Integrity of Compressed Natural Gas Systems	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
304	Compressed Natural Gas Fuel Container Integrity	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
305	Electrolyte Spillage and Electrical Shock Protection	Startrans does not manufacture vehicles with a GVWR of 4,536kg (10,000 lbs.) or Less.
403	Platform Lift System for Motor Vehicles	Startrans does not alter the platform lift system. Startrans install lift system in strict compliance with the manufacturers installation instructions. Startrans meets strength requirements. Test data on file.
404	Platform Lift Installation on Motor Vehicles	Compliance is deferred to the lift manufacturer.
1106	Noise Emissions	Startrans does not alter the OEM Chassis in the area which is stated in the incomplete vehicle documents. Data on file.

Signed: 

Date: 1/02/2019

Title: Compliance Manger