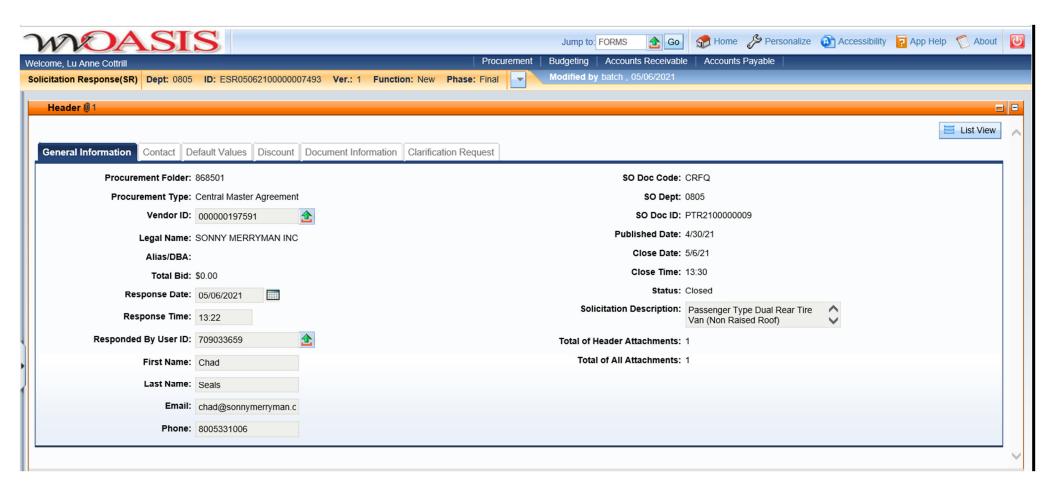
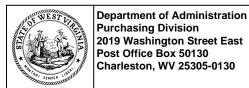


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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.





#### State of West Virginia **Solicitation Response**

**Proc Folder:** 868501

**Solicitation Description:** Passenger Type Dual Rear Tire Van (Non Raised Roof)

**Proc Type:** Central Master Agreement

**Solicitation Response Solicitation Closes** Version 2021-05-06 13:30 SR 0805 ESR05062100000007493 1

**VENDOR** 

000000197591

SONNY MERRYMAN INC

**Solicitation Number:** CRFQ 0805 PTR2100000009

**Total Bid:** 0 **Response Date:** Response Time: 2021-05-06 13:22:44

Comments:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.l.welch@wv.gov

Vendor

FEIN# DATE Signature X

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

FORM ID: WV-PRC-SR-001 2020/05 Date Printed: May 6, 2021 Page: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Passenger Type Dual Rear Tire Van (non-	0.00000	EA	3311190.000000	0.00
	raised Roof)				

Comm Code	Manufacturer	Specification	Model #	
25101502				

#### **Commodity Line Comments:**

#### **Extended Description:**

Passenger Type Dual Rear Tire Van (non-raised Roof) As per Exhibit A pricing page

 Date Printed:
 May 6, 2021
 Page: 2
 FORM ID: WV-PRC-SR-001 2020/05





May 6, 2021

Toby Welch 2019 Washington Street, East Charleston, WV. 25305

To whom it may concern:

Sonny Merryman, Inc. is pleased to offer the following proposal in response to PTR2100000009 for Passenger Type DRW Vans. We are offering the Driverge Ford Transit conversion. The vehicle offered meets the specifications outlined. Sonny Merryman Inc. agrees to be bound by the proposal without modifications, unless mutually agreed to upon further negotiations between The West Virginia Division of Public Transit, and Sonny Merryman, Inc. This proposal is valid for (150) calendar days.

Driverge is a well-established supplier in the industry, manufacturing quality American made products. Sonny Merryman, Inc. is 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.

Sonny Merryman Inc. is well accustomed to supplying equipment to recipients of federal, state and local funds and will make all required documents available to you throughout the life of the contract.

Principal point of contact:

Jordan T. Wray Sonny Merryman, Inc. 5120 Wards Road Evington, VA 24550

(Office) 800-533-1006 Ext. 8905 (Fax) 434-821-8203 jordan@sonnymerryman.com

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

Sincerely,

Jordan Wray

Commercial Sales Manager Sonny Merryman, Inc.

ordan T Wray



# AMBULETTE & PARATRANSIT





Side and rear access wheelchair lifts are available with 800 lb and 1,000 lb weight capacities.



Inside view of paratransit van with SmartFloor system and wheelchair lift in rear location.

#### **Standard Upfit Features**

- Available on Transit 150, 250, 350, and 350 EL
- Dozens of floor layouts available for up to 4 wheelchair positions
- Altro non-skid commercial flooring over SmartFloor flexible flooring and seating system
- Wheeled seat bases provides for quickly changing seating positions
- Side or rear mounted wheelchair lifts up to 1,000 lb capacity
- Retractable wheelchair tie-downs with storage bags
- Entrance grab handle for safer entry and exit of ambulatory passengers
- · First aid kit & 5 lb. fire extinguisher
- · Meets all FMVSS compliance requirements

#### **Paratransit Options**

- Stainless steel side steps
- Bi-fold entry bus door with remote control operation
- Stanchion poles and overhead grab rails
- · ADA 2-passenger flip seats for creating additional wheelchair positions
- · Wheelchair storage unit
- · Cot mount stretcher systems

#### **Short Floor Economic Upfit**

- Original seating and flooring in the mid-section, reducing upfit costs
- See reverse side for details

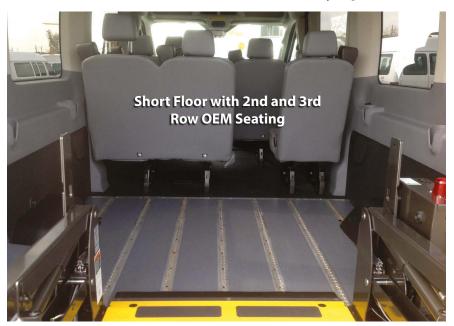
#### Ideas made to move

Driverge Vehicle Innovations
Ph. 844-629-5238 • Driverge.com



# FORD TRANSIT AMBULETTE & PARATRANSIT

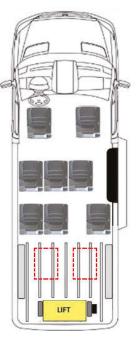
#### **Ford Transit Short Floor Economic Mobility Option**



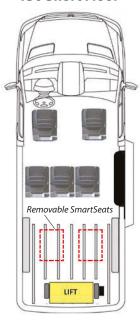




#### 350 Short Floor



#### 150 Short Floor



Rear access wheelchair lifts are available with 800 lb and 1,000 lb weight capacities. Additional SmartSeats with a removable base can be added to the rear section when not in use for wheelchair passengers.

#### **Standard Short Floor Upfit Features**

- · Wheelchair positions and rear lift behind OEM seating
- Ideal for any business that moves people in wheelchairs
- · Rear mounted heavy-duty wheelchair lift
- Available with standard V6, EcoBoost V6 and Diesel engines
- · Passenger compartment heat and air conditioning
- Altro non-skid commercial flooring on SmartFloor section
- · Retractable wheelchair tie-downs
- Stanchion pole at side door "B" pillar for safer entry and exit of ambulatory passengers
- First aid kit & 5 lb fire extinguisher
- Meets all FMVSS compliance requirements

### 150 and 350 Seating Capacity

**Transit 150:** 5 passengers plus wheelchair area

**Transit 350:** 8 passengers plus wheelchair area

Ford Transit interior with OEM seating and flooring. The SmartFloor is only added to the rear section, reducing upfit cost.



#### **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.

Name: S	Location(s) of the technical service representative(s). onny Merryman, Inc.
Address:	5120 Wards Road
	Evington, VA 24550
Telephone:	434-821-1000
Name:	Sonny Merryman, Inc.
Address:	10149 Piper Lane
	Bristow, VA 20136
Telephone:	703-331-5516
	Location(s) of parts distribution center(s).
Name:	Sonny Merryman, Inc.
Address:	5120 Wards Road
	Evington, VA 24550
Telephone:	434-821-1000
Name:	Sonny Merryman, Inc.
Address:	10149 Piper Lane
	Bristow, VA 20136
Telephone: _	703-331-5516

#### BID FORM #2

# CERTIFICATION FOR AIR & WATER POLLUTION MANDATORY BID FORM – MUST BE SUBMITTED WITH BID

(conduta) The Vendor certifies that the vehicles proposed:
ARE in compliance with the regulations in 40 CFR Part 85, 40 CFR Part 86.
40 CFR Part 600, Clean Water Act and the air/water pollution criteria established by the
Environmental Protection Agency of the United States Government.
ARE NOT in compliance with the regulations in 40 CFR Part 85, 40 CFR Part 86.
40 CFR Part 600, Clean Water Act and the air/water pollution criteria established by the
Environmental Protection Agency of the United States Government.
3/10/2121
Date
Kutt R. hr
Authorized Signature
Business Alminger
Title
Drivage Volide Involations
Company Name

#### **BID FORM #3**

#### DISADVANTAGED BUSINESS ENTERPRISE VENDORS/ MANUFACTURERS CERTIFICATION

#### MANDATORY BID FORM - MUST BE SUBMITTED WITH BID

(Check appropriate statement)

<b>X</b>	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, <u>if a non-manufacturing supplier</u> , 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.
3 Date	10/2121
Author	ized Signature
	SINUS Monager
	June Vehicle Invovations

#### **BID FORM #4**

# 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:

• • • • • • • • • • • • • • • • • • • •	,
3/9/2021	
Date	_
Jordan T Wray	
Authorized Signature	_
Sonny Merryman, Inc.	
Company Name	
Jordan T. Wray	
Name	_
Commercial Sales Manager	
Title	_
	l, but may qualify for an exception to the requirement consistent Transportation Assistance Act, as amended, and the applicable
Date	
Authorized Signature	
Company Name	_
Name	-
Title	

#### **BID FORM #5**

### 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, it's 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.

	3/9/2021
Date	
	Jordan T Wray prized Signature
Auth	orized Signature
	Commercial Sales Manager
Title	
	Sonny Merryman, Inc.
Com	pany Name

#### **REQUEST FOR QUOTATION**

Passenger Type Dual Rear Tire Van (Non-Raised Roof)

# BID FORM #6 U.S. Comptroller's Debarment List Certification

Sonny Merryman, Inc.	_ hereby certifies tha	ut it
IS or		
IS NOT (specify one) included on the. U.S. information available at <a href="https://www.sam.gov">https://www.sam.gov</a> .	GSA's debarment	and suspension
4/23/2021		
Date		
Jordan T Wray		
Authorized Signature  Ordan T Wray  Authorized Signature		
Commercial Sales Manager		
Title		
Sonny Merryman, Inc.		
Company Name		

#### **BID FORM #7**

#### 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 maj	or 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 ovoluntarily excluded from covered transactions by any	, ,
2.	Have not within a three-year period preceding this projudgment rendered against them for commission of fra obtaining, attempting to obtain, or performing a public contract under a public transaction; violation of Feder of embezzlement, theft, forgery, bribery, falsification statements, or receiving stolen property.	and or a criminal offense in connection with c (Federal, State or local) transaction or al or State antitrust statutes or commission
3.	Are not presently indicted for or otherwise criminally (Federal, State or local) with commission of any of the this certification; and	
4.	Have not within a three-year period preceding this approximate transactions (Federal, State or local) terminated for care	
contra	primary participant (applicant for an FTA grant, or cooperator) is unable to certify to any of the statements in this contains to this certification.)	
AGRE TRUT	THFULNESS AND ACCURACY OF THE CONTENTS R WITH THIS CERTIFICATION AND UNDERSTAN	AJOR THIRD PARTY CONTRACT), , CERTIFIES OR AFFIRMS THE OF THE STATEMENTS SUBMITTED DS THAT THE PROVISIONS OF 31
U.S.C.	. SECTIONS 3801 <u>ET SEQ</u> . ARE APPLICABLE THER	ŒIU.

Revised 10/27/14 76

Signature and Title of Authorized Official

### BID FORM #8 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.

3/9/2021

Date	Jordan T Wray
Auth	norized Signature
	Commercial Sales Manager
Title	
	Sonny Merryman, Inc.
Com	ipany Name
NOT discrepand	ATION COMPLIANCE  TE: Please check if what is offered is in exact compliance with specifications. Any cies must be listed as an attachment to the bid proposal. Exact dimensions and/or ms 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.

### BID FORM #9 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.

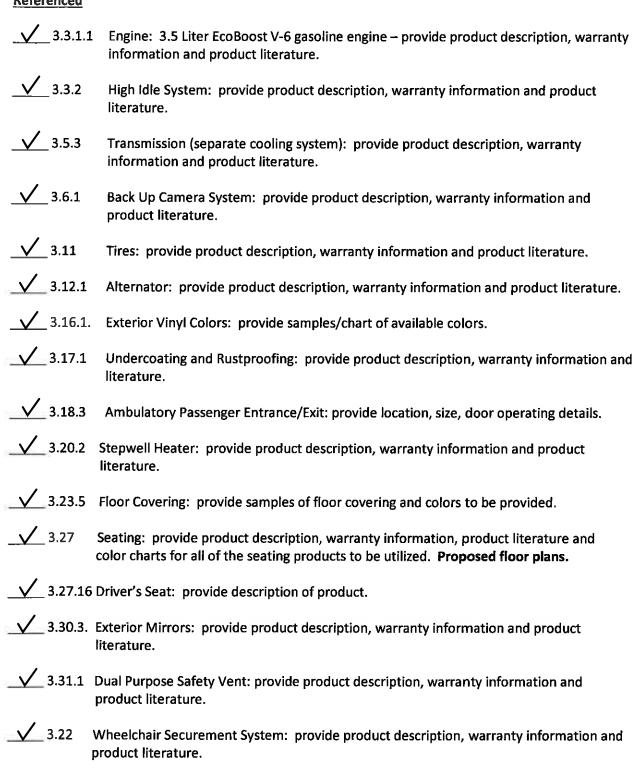
The (Vendor, Contractor)	Sonny Merryman, Inc.	, certifies or affirms the truthfulness
and accuracy of each state	ement of its certification and disclosure, if a nat the provisions of 31 U.S.C. §§ 3801, et	ny. In addition, the (Vendor, Contractor
3/9/2021	Jordan T Wray	
Date	Gordan T Wray Authorized Signature	
Commercial Sales	Manager	
Title		

BID FORM #10

#### REQUIRED BID DOCUMENTATION CHECKLIST

Model Year: 2021 Model: _Driverge - Ford Transit
landatory Bid Forms – must be submitted with bid:
Bid Form #1: Locations of Technical Service Representatives and Parts Distribution Centers
Bid Form #2: Certification for Air & Water Pollution
Bid Form #3: Disadvantaged Business Enterprise Vendors/Manufacturers Certification
Bid Form #4: Buy America Certification Rolling Stock
Bid Form #5: Federal Motor Vehicle Safety Standards Certification
Bid Form #6: U.S. Comptroller's Debarment List Certification
Bid Form #7: Certification of Primary Participant Regarding  Debarment, Suspension, and Other Responsibility Matters
Bid Form #8: Vendor's Certification of Understanding and Acceptance
Bid Form #9: Certification of Restrictions on Lobbying
Exhibit A Pricing Page

### Documentation – to be submitted with bid: Referenced



3.27.14	Strap/Buckle Storage: provide description and location of product-
3.33	Wheelchair Occupant Restraint System: provide product description, warranty information and product literature.
3.34.1	Wheelchair Lift: provide Make, Model #, product description, warranty information and product literature.
3.36	AM/FM Radio/CD: provide product description, warranty information and product literature.
3.39	Training: submit letter of understanding to the terms in this Section.
4.4	Fare box Provisions: provide description of proposed location-
4.4	Destination Signs: provide product description, warranty information and product literature.
4.4	PA System: provide product description and product literature.
4.4	Strobe Light: provide product description and product literature.
3.28.5	Security Cameras Only: provide product description, warranty information and product literature.
5.9.1	Warranty on complete vehicle.
5.9.2	Warranty on Basic Vehicle Structure.
5.9.4	Warranty: warranties to be provided on subsystems and components.
6.8.2	Complete two (2) bids in binder form – one (1) marked for DPT.
10.2 A.	Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and /or number. Include description of front and rear air conditioning and heat systems.
<u>√</u> 10.2 B	Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system and stanchions.
10.2 C.	Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.
10.2 D.	Samples or paint charts of available exterior paint colors and vinyl.

10.2 H.	Identification of the conversion location of the van. Akron, OH
10.2 I.	A list of five (5) users names, addresses, emails and telephone numbers who have been provided similar equipment by the Vendor.
<u> </u>	No Debt Affidavit
	Addendum Acknowledgement

#### 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 exceed 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:

6/30/2024 - SAFIRES - SAFI

Vendor's Name: Sonny Merryman, Inc.	
Authorized Signature:	Date: 3/9/2021
State of Virginia	
County of Campbell to-wit:	
Taken, subscribed, and sworn to before me this 9th day ofMarch	, 20 <u>21</u> .
My Commission expires, 20 <u>34</u> .	<b>T</b>
AFFIX SEAL HERE  REG #  7698923	ic <u>battle Mell nel</u>
COMMISSION EXPIRES 6/30/2024 REALTH OF VIRGINIA	Purchasing Affidavit (Revised 01/19/2018)

#### **REQUEST FOR QUOTATION**

#### PASSENGER TYPE DUAL REAR TIRE VAN (NON-RAISED ROOF)

#### **EXHIBIT A PRICING PAGE**

CLASS	VEHICLE DISCRIPTION	UNIT PRICE PER VEHICLE	ESTIMATE D QUANTIT Y	EXTENDED PRICE
Α	Vehicle with Two Wheelchair (WC) Positions	\$ 70,358.00	5	\$ 351,790.00
В	Vehicle with One Wheelchair (WC) Position	\$ 69,017.00	5	\$ 345,085.00
С	Vehicle Non-Accessible	\$ 63,763.00	5	\$ 318,815.00
D	Vehicle/ Two WC / Fixed Route Package	\$ 77,409.00	5	\$ 387,045.00
E	Vehicle One WC / Fixed Route Package	\$ 76,223.00	5	\$ 381,115.00
F	Vehicle / No WC / Fixed Route Package	\$ 70,818.00	5	\$ 354,090.00
G	Vehicle / Two WC/ Fixed Route Package Exterior Paint Scheme	\$ 80,809.00	5	\$ 404,045.00
Н	Vehicle / One WC / Fixed Route Package Exterior Paint Scheme	\$ 79,623.00	5	\$ 398,115.00
ı	Vehicle / No WC / Fixed Route Package / Exterior Paint Scheme	\$ 74,218.00	5	\$ 371,090.00

TOTAL BID EVALUATION \$	•	3,311,190.00
-------------------------	---	--------------

*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.
*Please do not alter pricing page.

**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.

Jordan T Wray Commercial Sales Manager
(Name, Title) Jordan T. Wray - Commercial Sales Manager
(Printed Name and Title) 5120 Wards Road - Evington, VA 24550
(Address) 434-485-8905 / 434-821-8203
(Phone Number) / (Fax Number) jordan@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)	
Mark D. Roberts Senior V.P.	_
(Authorized Signature) (Representative Name, Title)	
Mark D. Roberts - Senior V.P.	
(Printed Name and Title of Authorized Representative)	
3/9/2021	
(Date)	
434-485-8603 / 434-821-8203	
(Phone Number) (Fax Number)	

#### REQUEST FOR QUOTATION

#### Passenger Type Dual Rear Tire Van (Non-Raised Roof)

cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

#### 18. VENDOR DEFAULT:

- 18.1 The Following shall be considered a vendor default under this Contract.
  - 18.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 18.1.2 Failure to comply with other specifications and requirements contained herein.
  - 18.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 18.1.4 Failure to remedy deficient performance upon request.
- 18.2 The Following remedies shall be available to Agency upon default.
  - 18.2.1 Immediate cancellation of the Contract.
  - 18.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 18.2.3 Any other remedies available in law or equity.

#### 19. MISCELLANEOUS:

- 19.1 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.
- 19.2 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.
- 19.3 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.

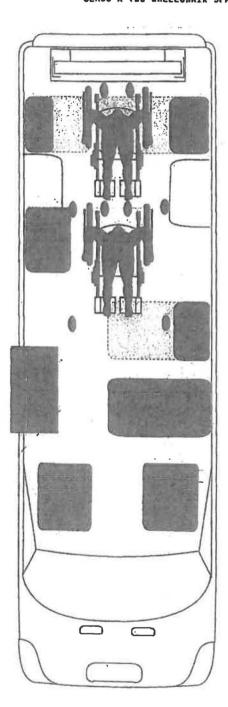
Contract Mana	ger:	Jordan T. Wray	
Telephone Nun	aber:	434-485-8905	
Fax Number:	434	-821-8203	

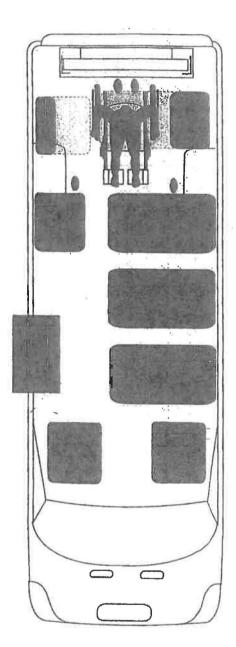
Email Address: jordan@sonnymerryman.com

#### 19.4 NOTIFICATION OF FEDERAL PARTICIPATION

Federal funding for this project is being provided by the Federal Transit Administration through various CFDA grants for 80% of the project cost. CFDA grants will be specified after award.

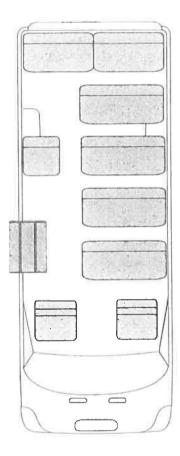
### PROPOSED FLOOR PLAN CLASS A TWO WHEELCHAIR SPACES





PROPOSED FLOOR PLAN
CLASS B ONE WHEELCHAIR SPACE

#### PROPOSED FLOOR PLAN CLASS C NON ACCESSIBLE





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

**Solicitation No** 

CRFQ 0805

Proc Folder: 868501

**Doc Description:** Passenger Type Dual Rear Tire Van (Non Raised Roof)

Reason for Modification:

Addendum No. 1 - issued to answer vendor's questions

**Proc Type:** 

**Central Master Agreement** 

**Solicitation Closes Date Issued** 

2021-04-30 2021-05-06 13:30

Version PTR2100000009

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:

Street: 5120 Wards Road

City: Evington

Country: U.S.A. **Zip**: 24550 State: VA

Principal Contact: Jordan Wray

**Vendor Contact Phone:** 434-485-8905 **Extension:** 

FOR INFORMATION CONTACT THE BUYER

Toby L Welch (304) 558-8802 toby.i.welch@wv.gov

Vendor

Dordan T Wray Signature X

FEIN# 54-0806176

DATE 5/6/2021

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

Date Printed: Apr 30, 2021

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

#### ADDITIONAL INFORMATION

Addendum No 1 issued for the following:

1. To publish a copy of vendor's questions with responses.

No other changes

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Passenger Type Dual Rear Tire Van (non-raised Roof)	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
25101502				

#### **Extended Description:**

Passenger Type Dual Rear Tire Van (non-raised Roof) As per Exhibit A pricing page

#### SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Techinal Questions due by 4:00 p.m.	2021-04-29

# SOLICITATION NUMBER: PTR2100000009 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:						
	[	1	Modify bid opening date and time			
	[	]	Modify specifications of product or service being sought			
	[•	<b>'</b> ]	Attachment of vendor questions and responses			
	[	l	Attachment of pre-bid sign-in sheet			
	[	]	Correction of error			
	[	l	Other			

#### **Description of Modification to Solicitation:**

Addendum #1 is issued to modify the solicitation identified by the following:

1. To Publish a copy of vendor's questions with responses

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

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: PTR2100000009

**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.

necessary revisions to my proposal, plans and/or specification, etc.									
Addendum Numbers Received:  (Check the box next to each addendum received)									
$\sim$	]	Addendum No. 1	[	]	Addendum No. 6				
[	]	Addendum No. 2	[	]	Addendum No. 7				
[	]	Addendum No. 3	[	]	Addendum No. 8				
[	]	Addendum No. 4	[	]	Addendum No. 9				
[	]	Addendum No. 5	[	]	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									
Ordan T Wray Authorized Signature									
	// Authorized/Signature								
	5/6/2021								
					Date				

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

# CRFQ PTR2100000009 Vendor Questions

- Q.1 On specification 3.34.1 The section states that the wheelchair lift is to be a Braun series 2 Millenium 1,000lb lift. However, section 3.34.5 states that the lift is to be rated to lift 800lbs. Please clarify if you would like the 800lb or 1,000lb lift as the base lift to be quoted..
- A.1 The Division is asking for a 1,000 lb rated lift.
- Q.2 On specification 3.4.1 OEM single fuel tank max capacity is 31 gallons from Ford. The standard gas tank is 25 gallons. We would like confirmation that you want the maximum capacity fuel tank of 31 gallons.
- A.2 The Division is asking for the highest capacity fuel tank available for the vehicle provided 25-31 gallsons would be acceptable.
- Q.3 On specification 3.20.2 Stepwell Heater- The ambulatory entrance is a 2-leaf bus door with an enclosed stepwell and ice and snow should not accumulate on the enclosed steps. The heat from the interior of the van should be sufficient to melt any ice or snow. We ask that this requirement be removed.
- A.3 The Division would like to have this item, but will not disqualify a vehicle for not having this.
- Q.4 On specification 3.27.1 seating- The class c non lift van has OEM seating. The floor plan for class c has 5 rows total of 15. Ford does not offer 5 rows of OEM seats and with the bus door you can only get 4 rows of OEM seats 11 plus driver is the maximum. Also the OEM seats do not have grab handles or arm rest. We suggest changing all seats to aftermarket seats like Freedman seating for

#### CRFQ PTR2100000009

#### **Vendor Questions**

- all 3 floor plans. This way you have the grab handles and armrest and more seating in Class C
- A.4 The Division is requesting all seats to be Freedman seating so the armrest and grab handles will be installed.
- Q.5 On specification 3.15.11 The spec asks for the stepwell to be designed like the Talon Tread-Type step. Our stepwell will have a Gerflor covering which will be coved with a bull nosing on the first step, step nosing on the top step. Please approve this as equal
- A.5 The Division will accept this as an equal.
- Q.6 On specification 3.15.14 The specs ask for Z Tech Z guard. In lieu of Z Tech please accept Rusfre our standard automotive rubberized asphalt coating that contains cellulose fibers which add strength in hot and cold temperatures and prevents chipping, cracking, and peeling.
- A.6 The Division will accept this request of Rusfre as an equalvalent.
- Q.7 On specification 3.22.4 The OEM rear stoplights are not independent of the directional and hazard warning lights. Will the Division accept OEM standard stoplights, directional and hazard warning lights?
- A.7 The Division will accept the OEM standard stoplights, directional and hazzard warning lights.
- Q.8 On specification 3.23.5 Would you accept Gerflor as another brand name of equal construction?
- A.8 The Division will accept Gerflor as an equalvalent.

#### CRFQ PTR2100000009

#### **Vendor Questions**

- Q.9 On specification 3.24.2 Padded grab rails. Due to the design of the bus door assist handles and how they mount to the bus door frame padding cannot be add. Please remove this specification.
- A.9 The Division will remore the padded grab rails on the door as a requrement.
- Q.10 On specification 3.27.14 This spec asks for 16" of center aisle which contradicts specification 3.27.9 which asks for aisle width of 11". Please remove specification 3.27.14.
- A.10 The Division will remove the 16" of center aisle.
- Q.11 On specification 3.34.1 The Spec is asking for a Millennium 2 Series 1000# 37" X 51" wheelchair lift. A Millennium 2 series 37" X 51" is not available with 1000# rated lift capacity. We would like to offer a Braun Century 2, 37" X 51" with a 1000# rated lift capacity. Will the Division approve this as equal?
- A.11 The Division will accept the Braun Century 2 lift as equalvalent.
- Q.12 On specification 4.4 Class D Destination Sign. We request the following LED Front sign system designed to fit appropriately in our front overhead cap: LED display of 4.75" (H) x 31.50" (W)- 12 pixels high x 80 pixels wide, 960 pixels, as required for minimum viewing distance of up to 250'.
- A.13 The Division will accept this request.
- **Q.14** On specification 5.9.2 Would the State accept for the warranty on the upfit a 1-year, unlimited mileage.
- A.14 The Division will accept the one year warranty on the upfit.
- Q.15 On specification 3.3.1 Please provide which engine option if you would like: the standard Ford 3.5-liter V6 gasoline engine or the

# CRFQ PTR2100000009 Vendor Questions

Ford 3.5 EcoBoost V6 gasoline engine?

- A.15 The Division will accept either engine as equivalent as long as the engine produces a minimum of 300 horsepower.
- **Q.16** On specification 3.22.14 Please clarify where you would like the cub light located?
- A.16 The Division is asking for a light to illuminate the ground area immediately bellow the lift area so the operator can see the area where the lift should land to make sure nothing obscures the operation of the lift and to make sure the area is safe for the wheelchair.
- Q.17 On specification 3.27.5 Please clarify the type of seat belt you require on the interior seating of this vehicle. Are you requiring 3point lap and shoulder seat belts for all passenger seats, or are you requesting the Freedman USR seat belts installed on all passenger seats as noted in this section?
- A.17 The Division is asking for the Fredman USR seats belts on all passenger seats and must comply with FMVSS 210.



## ADA CERTIFICATION

Driverge Vehicle Innovations hereby certifies that the conversions being proposed (delivered) will comply with all applicable specifications of the Americans with Disabilities Act.

Signed:

Kenneth H. Richards

**Title: Business Manager** 

Date: 1/4/2021



## **BUY AMERICA CERTIFICATE**

Driverge hereby certifies that we will comply with the requirements of the Surface Transportation Assistance Act of 1982 and the regulations of 49 CFR 661, Part 661.11.

Signed:

Kenneth H. Richards

**Title: Business Manager** 

Date: 1/4/2021



#### FEDERAL MOTOR VEHICLE SAFETY STANDARDS

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

Signed:

Kenneth H. Richards

Title: Business Manager

Date: 1/2/2021



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

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

-----

Title: Business Manager

Kenneth H. Richards

Date: 1/2/2021



#### **LOBBYING CERTIFICATION PURSUANT TO 49 CFR, PART 20**

(to be submitted WITH A Bid or Offer exceeding \$100,000)

The undersigned (Contractor) certifies, to the best of its knowledge and belief, that

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to
  any person for influencing or attempting to influence an officer or employee of a federal contract, the
  making of any federal grant, the making of any federal loan, the entering into of any cooperative
  agreement, and the extension, continuation, renewal, amendment, or modification of any federal
  contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

The Bidder or Offeror, Driverge, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder or Offeror understands and agrees that the provisions of 31 U.S.C. § 3801 ET SEQ. apply to this certification and disclosure, if any.

Signed:

Kenneth H. Richards

Title: Business Manager Date: 1/4/2021



#### **DEBARMENT & SUSPENSION CERTIFICATION**

#### (LOWER TIER COVERED TRANSACTION)

(to be submitted with a Bid or Offer exceeding the small purchase threshold for federal assistance programs, currently \$100,000)

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party Contract), certifies to be 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property.
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification.
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
  [If the Primary Participant (applicant for an FTA federal 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 federal grant, or cooperative agreement, or Potential Contractor for a major third party Contract), certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. § 3801 ET SEQ. are applicable thereto.

The undersigned for Driverge (Contractor) hereby certify that Driverge has authority under State and local law to comply with the subject assurances and the certification above has been legally made.

Signed:

Kenneth H. Richards

Title: Business Manager

Date: 1/2/2021



#### Headquarters

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

October 14, 2020

Ken Richards, DBELO Driverge Vehicle Innovations, LLC 1090 W. Wilbeth Road Akron, OH

Re: TVM DBE Goal Concurrence/Certification Letter – Fiscal Year 2021

Dear Mr. Richards:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Driverge Vehicle Innovations, LLC's Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2021 for the period of October 1, 2020–September 30, 2021. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your firm's FY 2021 DBE goal and determined that it complies with DOT's DBE regulations. Your firm is eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your firm's compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2021 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, 2020. This report should reflect all FTA-funded contracting activity for the second period of FY 2020 (i.e., from April 1 to September 30).

Also note that your FY 2022 DBE goal methodology must be submitted to FTA by August 1, 2021. Any significant updates to the program plan must be submitted to FTA as they occur. If you have any questions, please contact the FTA DBE Team via email at FTATVMSubmissions@dot.gov.

Sincerely,

John Day

Program Manager

Office of Civil Rights



#### Driverge Limited Warranty for all Driverge Commercial Van Conversions and Products.

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

#### Warrantor:

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

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

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

#### Parties to Whom Warranty is Extended:

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

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

Driverge is an up fitter of non-emergency transport vehicles and mini-vans whose products are mounted on chassis manufactured and expressly warranted by other manufacturers. This warranty does not, therefore, extend to nor cover any portion of the vehicle, nor contents thereof which has been separately warranted by another manufacturer; or manufactured by a manufacturer other than Driverge, except to the extent specifically required by any applicable Federal Law or regulation. Driverge does not warrant the automotive chassis. Any and all parts supplied with the automotive chassis by the chassis manufacturer are strictly not covered by Driverge. These include, but are not limited to, engine, transmission, air conditioning (OEM), heater, brakes, and the factory body. Consult the chassis manufacturer's warranty with regard to those items. Driverge will reasonably assist the buyer to assure that the chassis manufacturer honors warranty obligations but Driverge accepts no liability for it. With regards to parts manufactured by others, which carry their own manufacturer's warranty (such as wheelchair lifts, wheelchair and occupant restraint systems, audio equipment, rear air conditioning unit. batteries, tires, etc.) Driverge warrants its proper factory installation only. Refer to the warranty documents provided to the purchaser for information on how to obtain warranty service for these parts; or see the quick reference below.

#### Manufacturer's Warranty Summary

Company	Contact	Phone	Parts	Labor
Braun	Kim Hanson	800-946-7513 Ext. 3028	*See below	1 year/3000 cycles [ADA member only – 3 years/10,000 cycles]
Ricon	Renaldo	800-322-2884 Ext. 3102	+See below	1 Year
AMF	Randolf Tegowski	877-506-3770 Ext 104	1 Year	1 Year
Freedman	Terry Gogins	800-443-4540	1 year from manufacture date	-
Twinair	Chad Burks	574-295-1129	3 years/36,000 miles	3 years/36,000 miles
Pro Air	Warranty Department	574-264-5494 Ext 152/153	2 Years	2 Years
Sure- Lok/Q'straint	Sabrina	610-814-0300	^ See below	-

- \*Braun lift warranty Five (5) year warranty on power train parts, including cable, cylinder, flow control, gear box, motor, pump, hydraulic hose & fittings, and the solid state controller; all remaining lift parts are covered by a three-year / 10,000 cycle warranty. The warranty registration card must be processed to activate the warranty.
- + Ricon lift warranty Five (5) year warranty on lift power train parts, all remaining lift are covered by a one-/3,000 cycle warranty. The warranty registration card must be processed to activate the warranty.
- ^ Sure-Lok restraint warranty Three (3) year warranty on Titan series; one (1) year warranty on all other Sure-Lok Products.
- \*\*Driverge AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS\*\*

#### Other Items Not Covered:

- Damage or defects due to the installation of equipment by anyone other than Driverge factory personnel.
- Damage or deterioration due to normal use, wear and tear or exposure.
- Normal maintenance services such as, but not limited to, wheel alignment and balancing, tune-ups, oil changes and other similar normal maintenance items.
- Damage due to improper repairs, warranty or non-warranty, made by persons other than Driverge.
- Paint or body damage due to improper operation of doors, wheelchair lifts, loading and unloading of passengers, accidents etc.
- Repairs and adjustments required as a result of misuse, negligence, modification, alteration, tampering, disconnection, improper adjustments unless performed by a dealership or any other authorized persons during warranty repair work of repairs, accident, and use of add-on parts/materials.
- Normal noise, vibrations, wear and tear and deterioration such as discoloration, fading, deformation or blur are not covered.
- Vehicles and their parts that have been deemed scrap or salvage as a result of accident or any other situation other than normal use are not covered by this warranty.
- Imperfections in body paint are normally apparent at the time of original vehicle inspection (delivery) and are to be reported immediately. Delay may lead to additional damage which may not be covered by this warranty.

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

#### Remedy:

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

#### **Design Changes:**

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

#### **Entire Warranty:**

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

#### Severability:

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

#### **Exclusions and Implied Warranties:**

Driverge shall not be responsible or liable for indirect or consequential damages of any kind, however arising, including but not limited to loss of any products, loss of time, inconvenience, incidental or consequential damages with respect to persons, business or property, whether as a result to breach of warranty, negligence or otherwise. Driverge's liability shall be limited solely, at Driverge's option, to repair or replacement of the goods or component parts not meeting the quality and specifications warranted. No other warranty, express or implied, shall apply including any implied warranty or fitness for a particular purpose, and any such implied warranties are expressly disclaimed. In the event that applicable law prevents the disclaimer of any implied warranties, then such implied warranties shall be limited to the duration of this express warranty i.e. limited to three (3) years or thirty-six thousand (36,000) miles on the automotive chassis, whichever comes first.

#### Note:

Some states do not allow (1) limitations on how long the implied warranty lasts or (2) the exclusion or limitations of incidental or consequential damages so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to states Revised 5 28 2019

Contact: Driverge Vehicle Innovations 844-872-6799



#### **DRIVERGE COMPANY OVERVIEW**

**Driverge Vehicle Innovations** (formerly **TRANSITWORKS**) is an innovative commercial vehicle upfitter, converter, and manufacturer serving the wheelchair accessible community and businesses that transport people. **Driverge's** comprehensive product line of full-size van and minivan conversions are sold and supported through a network of 200 independent transportation dealers, OEM dealers and mobility dealer locations throughout the United States.

- Award-winning, Ford Bailment Pool and QVM Upfitter
- #1 FORD mobility pool and Director's Award winner for 16 consecutive years
- Mercedes-Benz Master Solutions Upfitter (the only Master Solutions Upfitter devoted to people transportation)
- FCA Approved Upfitter and RAM/Dodge/Chrysler Official Pool Dealer
- Ram Commercial Q-Pro Manufacturer
- NTEA MVP Member
- Exclusive AMF-Bruns America Partner featuring patented SmartFloor systems
- GSA Contract Holder

#### **MANUFACTURING LOCATIONS**

Founded in 1997, today, **Driverge** operates three manufacturing locations strategically positioned to support our customers throughout the US market. A focused, Lean-principled, Continuous Improvement and Innovative manufacturing process delivers the reliability, quality and consistent value that our customers demand & expect.

- Akron, OH
- Kansas City, KS
- Ladson, SC

#### **DRIVERGE SALES CHANNELS**

Driverge provides accessibility and transport solutions for use in a variety of industries. All our vehicles meet the needs of organizations throughout the country that require safe and efficient transportation of their customers and staff, including these and other channels:

Non-Emergency Medical Transport	Taxi, Rideshare & For-Hire Vehicles
Senior Living Transport Vehicles	Law Enforcement & Border Patrol
Community Access Vehicles	Mobile Office & Crew Vehicles
Hotel & Guest Resort Transportation	Equipment Movers
All-Purpose Shuttles	Meal Delivery & Other Specialty Vans

Ideas made to move



#### **SAFETY & RELIABILITY**

Safety and Reliability are two core pillars of our commitment to our customers. As our base standard, all **Driverege** vehicles must meet or exceed **ADA**, **FMVSS**, **NHTSA** and **OEM Upfitter** requirements. Added safety and quality measures include:

- Seat and seat sequence pull-testing in partnership with all seating manufacturers
- Independent Lab Crash Testing and Certification and Documentation
- · CARB and state compliant for all emissions requirements

#### **VEHICLE HIGHLIGHTS**

- **Transporters** for up to 15 passengers in hundreds of configurations and designs based on customer need.
- **Impression Series Transporters** features upgraded seating, lighting and technology options in a limousine style setting
- **Bus Doors Entry** Walk-in bus door entry saving money on upfit and fuel economy over traditional, larger bus options.
- **Non-Emergency Medical Transport (NEMT)** for wheelchair and ambulatory passengers equipped with side or rear lift installation.
- Minivan Wheelchair Accessible Vehicles (WAV) flexible choices for Taxi, Rideshare, and wheelchair passengers, including options with Flex Flat Ramp system.
- **Prisoner Transporters** High security and medium security options, based on customer needs and requirements.
- Crew / Work Vans and Equipment Movers niche solutions to meet growing customer demands, including Solar-powered accessory power stations
- **Innovation & Specialty Applications** custom-designed transport products based on customer needs.

#### PROFESSIONAL TRAINING SERVICES

- CTAA PASS & RASS Training Classes (on-site) Passenger Assistance, Safety & Sensitivity for Commercial and Rideshare businesses.
- Professional Training Classes (on-site) Basic Wheelchair securement training hands-on seminars for customer teams

Ideas made to move



# FORD TRANSIT\* BUS DOOR ENTRY SYSTEM



## Ideas made to move

Driverge Vehicle Innovations
Ph. 844-629-5238 • Driverge.com

#### 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 warrantied 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.



The LED Destinator® Series - perfect for fleets of all types - is available in a variety of sizes and colors to fit your installation and display needs. These versatile and highly adaptive signs offer full integration into Destination, Route, and Next Stop announcement services, always keeping your customers pointed towards their next destination.



#### SOFTWARE AND PROGRAMMING

Our signs and control modules are pre-programmed and include FREE software. Advanced controllers are available for J1708/J1587 system integration and Hands-Free operation, ensuring the safest and most reliable performance for any fleet.

#### STANDARD FEATURES

- Destination Messages
- Next Stop Announcements
- Public Relations Messaging
- Scrolling/Flashing/Stacked Messages



#### **AVAILABLE ADVANCED FEATURES INCLUDE:**

- Automated GPS message progression
- Hands-Free operation for safety
- Voice Announcements
- J1708/J1587 integration compatible
- Automatic brightness control
- Basic programming software included (USB)
- Maintenance free- ZERO cost of ownership
- Many OCU options to suit your needs



#### **BUY AMERICA - MADE IN U.S.A.**

Using the highest quality parts, our LED Destinator® Signs are proudly made in Detroit, Michigan USA in full compliance with **the Buy America Act.** 

#### LED DESTINATOR™ WARRANTY INFO

With a lifetime warranty that outlasts the lifetime of most vehicles (100,000 hours at full brightness), our signs will exceed your expectations in reliability and performance.



#### **ABOUT TRANSIGN**

Established in 1959, Transign is a leading provider of high-quality signage for the transit industry. We remain committed to providing world-class U.S. based customer service and technical support.

Transign®, 281 Collier Road, Auburn Hills, Michigan 48326 Toll Free: 855.535.7446 | Main: 248.623.6400 | Fax: 248.623.2930 www.transignllc.com



## LED Destinator® Electronic Signs - Dimensions

Signs	Pixel Count H x W (pixels)	Display H x W (in)	Enclosure H x W x D (in)
LD16160	16 x 160	6 ½ x 63 ½	9 ½ x 64 ½ x 2 ¾
LD16128	16 x 128	6 ½ x 50 ½	9 ½ x 52 x 2 ¾
LD16112	16 x 112	6 ½ x 44 ½	9 ½ x 45 ¾ x 2 ¾
LD1696	16 x 96	6 ½ x 37 ½	9 ½ x 39 ¾ x 2 ¾
LD1680	16 x 80	6 ½ x 31 5/8	9 ½ x 33 x 2 ¾
LD1632	16 x 32	6 ½ x 12 ¾	9 ½ x 14 x 2 3/8
LD12112	12 x 112	4 <sup>7</sup> / <sub>8</sub> x 44 <sup>1</sup> / <sub>8</sub>	8 x 45 <sup>3</sup> / <sub>4</sub> x 2 <sup>3</sup> / <sub>8</sub>
LD1280	12 x 80	4 7/8 x 31 5/8	8 x 33 ½ x 2 ¾
LD1232	12 x 32	4 <sup>3</sup> / <sub>4</sub> x 12 <sup>3</sup> / <sub>4</sub>	8 x 14 x 2 <sup>3</sup> / <sub>8</sub>
LD896	8 x 96	3 ½ x 37 ½	6 3/8 x 39 3/8 x 2 3/8
LD864	8 x 64	3 ½ x 25 ½	6 <sup>3</sup> / <sub>8</sub> x 26 <sup>3</sup> / <sub>4</sub> x 2 <sup>3</sup> / <sub>8</sub>

Be sure to check out our other great products!



#### **Stop Request Signs**

- Flush, ceiling or surface mount
- Any font/color combination
- Back-lit by efficient LED's



#### **Interior Passenger Information Sign**

- Easy to install
- ADA compliant
- LED's rated at 100K hours



#### **Roller Curtain Signs**

- High-res logos & graphics
- Perfect for large fleets
- Virtually maintenance free
- Reliable, efficient LED backlight
- Available in 12 and 24 VDC
- Up to 120 destinations



#### **Run Number Box**

- Metal or plastic frame
- Available in 2, 3, or 4 digits
- Easy to read 4" lettering
- Spring loaded return
- · Reliable, efficient LED backlight
- Virtually maintenance free



**LED Run Number Box** 

- Steel enclosure
- ADA compliant
- Reliable LED's
- Multiple colors
- Automatic brightness
- 12 and 24 VDC

#### **Join Our Mailing List**

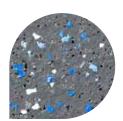
www.transignllc.com/subscribe



To register your product warranty under the terms of Altro's North American
Limited Product Warranty, complete the form, save and email to
transport@altrofloors.com or you can choose to print and mail or print and fax.

# **Warranty Form**

Altro transport flooring



Altro makes no warranties, whether express, implied or statutory, other than the warranty that the Altro flooring products sold by Altro are free from defects in materials and workmanship with normal use and service within the specified term after the installation date, when installed and maintained in accordance with Altro's recommendations.

This warranty is the sole and exclusive warranty provided by Altro and is in lieu of any other warranty of any kind, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. No waiver, alteration, additions or modifications of the foregoing conditions shall be valid unless made in writing and signed by an officer of Altro.

All statements, technical information and recommendations concerning products sold or samples provided by Altro are based upon tests believed to be reliable but do not constitute a warranty.

All products are sold, and samples of products provided, with the understanding that buyer has independently determined the suitability of such products for its purpose.



#### Term of warranty

All Altro flooring products are sold with an extensive limited product warranty.

The length of warranty is defined by the manufacturing process, the thickness of the product and the expected traffic conditions for the specific flooring product.

Under normal use and service, Altro flooring products are warranted to be free from defects in materials and workmanship within the specified term after the installation date, when installed and maintained in accordance with Altro's recommendations.

Listed below are the terms of warranties for Altro transport flooring products





#### 10 YEARS

.086" (2.2mm) Altro Transflor Wood
.079" (2.0mm) Altro Transflor Figura,
Altro Transflor Tungsten, Altro Transflor
Zodiac Smooth



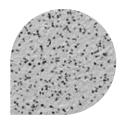
#### 12 YEARS

.086" (2.2mm) Altro Transflor Meta, Altro Transflor Chroma



#### 15 YEARS

.106" (2.7mm) Altro Transflor Meta, Altro Transflor Chroma, Altro Transflor Figura



**WHAT TO DO IN CASE OF A PROBLEM:** Buyer must contact the contractor who installed the product upon discovery of a problem with a product. If the contractor is unable to remedy the problem and Buyer believes the problem is covered by the warranty provided herein, or Buyer is dissatisfied with the contractor's response, Buyer must notify Altro in writing by certified mail of any failure to conform to this warranty within the specified term (see Term of warranty section) after the installation date and within thirty (30) days after the claimed defect first arises. Mailing address is on the next page.

Buyer must retain all information and documents related to the problem until the matter is resolved. After Altro is so notified, Altro reserves the right to have an authorized Altro representative inspect and verify the defect. On receipt of notification, Altro shall correct any product that Altro determines is defective in materials or workmanship by, at its option, repairing the defective product or replacing such product from regular inventory product lines.

#### Passenger Seats Limited Warranty & Sales Terms

# FREEDMAN SEATING COMPANY

#### 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.

#### **EXCLUSIVE REMEDY**

Correction of non-conformities, in the manner and for a period of time provided on previous page, shall constitute fulfillment of all obligations and liabilities of Altro to Buyer relating in any way to the problem. The remedies set forth in this instrument are exclusive and represent Buyer's sole remedy. Altro shall not be liable for special, indirect, consequential or incidental damages of any kind. Any action for breach pursuant to this warranty must be commenced within one year after the cause of action has occurred.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state or province to province. Some states or provinces do not allow limitations on how long an implied warranty lasts and they do not allow the exclusion or limitations of incidental or consequential damages so the above limitations or exclusions may not apply to you.

#### WHAT IS NOT COVERED

These limited warranties do not cover:

- (i) any problems with Altro flooring products classified as irregulars, seconds or remnants sold "as is";
- (ii) problems due to improper installation or maintenance, or misapplication of maintenance materials, which are not in accordance with Altro's written instructions;
- (iii) damage in use due to cuts, rolling loads, gouges, punctures, stains, scratches, scuffs, cigarettes or other burning agents, discoloration caused by adhesives, maintenance materials or tracking residue from other surfaces, or any other improper misuse of or negligence or accident in connection with the product;
- (iv) problems due to moisture, alkali or hydrostatic pressure in the subfloor;
- (v) materials installed with visible defects or color variation and not disclosed by Buyer on installation;

- (vi) problems due to subfloor failures or irregularities;
- (vii) premature wear caused by defective, worn or dysfunctional casters or other mechanical applications; or
- (viii) labor or other costs resulting from removal and/or replacement of a product.
- (ix) a warranty that was submitted greater than 90 days after installation.

Email a completed copy to transport@altrofloors.com or detach the form below and return to:

#### Altro - Transport division

12648 Clark Street Santa Fe Springs, CA 90670 USA

T: 800.382.0333 F: 562.944.8720

transport@altrofloors.com



RANSIT AUTHORITY:		
DDRESS:		
ITY:	STATE/PROV:	ZIP/POST:
PECIFYING AUTHORITY/CUSTOMER:		
NSTALLATION DATE:		
RODUCT:	QUANTITY (yds²/m²):	
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- Services/
- Undercoating Services

# Undercoating - Underbody Protection

The road can pose a number of threats to your vehicle's wellbeing. Ziebart's undercoating services are designed to keep its underbody safe and provide you with peace of mind for years to come.

# A Reputation for Protecting Vehicles

Ziebart has been the world-leader in undercoating services since the 1950s. Our trained professionals apply the thick, abrasive-resistant, exclusive undercoating solution to your vehicle's undercarriage, protecting its most exposed areas from moisture, dirt, salt, and more. Our certified and factory trained technicians expertly treat the areas your vehicle needs protected while carefully avoiding areas like the brakes, and the exhaust and drive shafts.

## The First Line of Defense

While many people look at a vehicle's paint to determine its cleanliness, it is equally (if not more) important for the underbody of a vehicle to be free of corrosion and damage. Ziebart's exclusive undercoating helps prevent moisture and damaging compounds from getting into exposed areas along

the underside of your vehicle, keeping your investment protected.



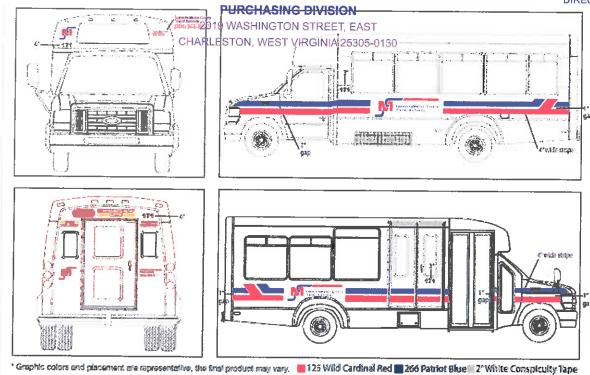
CENTRA





# ALLAN L. MCVE Airmont-Marion County Transit Authority Rginia CABINET SECRETARY DEPARTMENT OF ADMINISTRATION

W. MICHAEL SHEETS
DIRECTOR



**HERE & THERE TRANSIT** 

ALLAN L. MCV CABINET SECRET



W. MICHAEL SHEETS
DIRECTOR



ALLAN L. MCV CABINET SECRET



MICHAEL SHEETS
DIRECTOR



# EXHIBIT C, EXAMPLES OF PAINT CHEMES Bluefield Area Transit



W. MICHAEL SHEETS
DIRECTOR

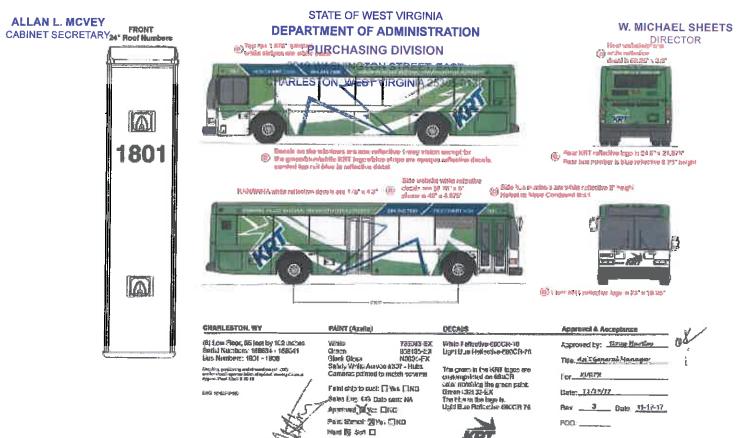


buckwheat Express



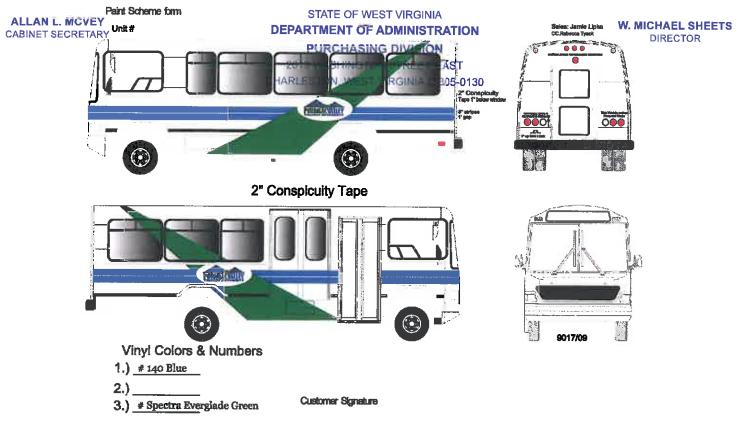
W. MICHAEL SHEETS
DIRECTOR







Eastern Panhandle Transit Authority DEPARTMENT OF ADMINISTRATION **ALLAN L. MCVEY** W MICHAEL SHEETS CABINET SECRETARY PURCHASING DIVISION 2019 WASHING CHARLESTON



Robin Miller (Graphics Dept.)

PHONE: (304) 558-2306 FAX: (304) 558-4115

Generic form

February 16,06





# EXHIBIT C, EXAMPLES OF PAINT CHEMES Tri-State Transit Authority





ALLAN L. MCV CABINET SECRET





W. MICHAEL SHEETS DIRECTOR





ALLAN L. MCVEY CABINET SECRETARY STATE OF WEST VIRGINIA

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

W. MICHAEL SHEETS
DIRECTOR





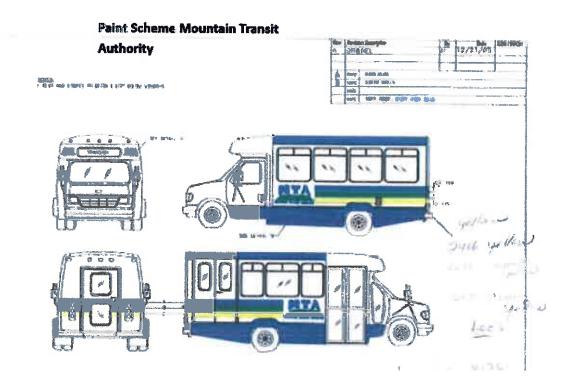
# **EXHIBIT C, EXAMPLES OF PAINT SCHEMES**

#### **New River Transit**



# **EXHIBIT C, EXAMPLES OF PAINT SCHEMES**

## **Mountain Transit Authority**



## **EXHIBIT C, EXAMPLES OF PAINT SCHEMES**

#### **Country Roads Transit**

