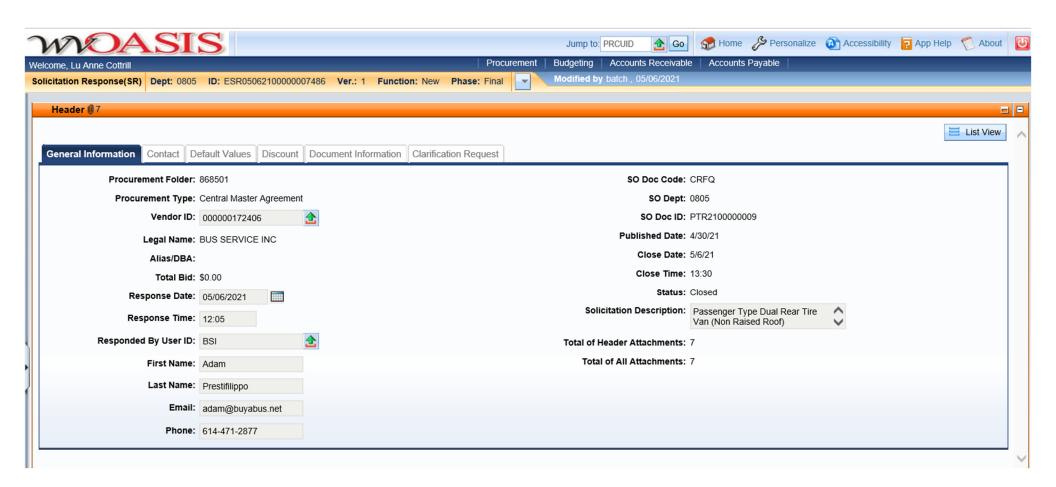
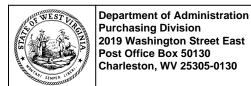


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

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 ESR05062100000007486 1

VENDOR

000000172406 **BUS SERVICE INC**

Solicitation Number: CRFQ 0805 PTR2100000009

Total Bid: 0 **Response Date:** Response Time: 2021-05-06 12:05:41

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	2934565.000000	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

REQUEST FOR QUOTATION

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

EXHIBIT A PRICING PAGE

CLASS	VEHICLE DISCRIPTION	UN	IT PRICE PER VEHICLE	ESTIMATED QUANTITY	EXT	ENDED PRICE
Α	Vehicle with Two Wheelchair (WC) Positions	\$	63,697.00	5	\$	318,485.00
В	Vehicle with One Wheelchair (WC) Position	\$	63,302.00	5	\$	316,510.00
С	Vehicle Non-Accessible	\$	57,352.00	5	\$	286,760.00
D	Vehicle/ Two WC / Fixed Route Package	\$	69,907.00	5	\$	349,535.00
Е	Vehicle One WC / Fixed Route Package	\$	68,862.00	5	\$	344,310.00
F	Vehicle / No WC / Fixed Route Package	\$	61,812.00	5	\$	309,060.00
G	Vehicle / Two WC/ Fixed Route Package Exterior Paint Scheme	\$	70,407.00	5	\$	352,035.00
Н	Vehicle / One WC / Fixed Route Package Exterior Paint Scheme	\$	69,262.00	5	\$	346,310.00
ı	Vehicle / No WC / Fixed Route Package / Exterior Paint Scheme	\$	62,312.00	5	\$	311,560.00

	TOTAL BID EVALUATION	\$ 2,934,565.00
*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.		

PROVIDED WARRANTIES



Warranty

Basic 36 months/36,000 miles

Corrosion Perforation 60 month/unlimited mileage

Powertrain 60 month/60,000 miles

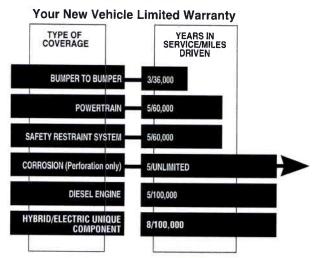
Roadside Assistance 60 month/60,000 miles

QUICK REFERENCE: WARRANTY COVERAGE

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

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

- years in service
- miles driven



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

For more details on coverage, see:

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

WHAT IS COVERED?

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

- your Ford vehicle is properly operated and maintained, and
- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 13-16. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD	
1-12,000	100%	
12,001-24,000	60%	
24,001-36,000	30%	

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 16 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to

the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt). turbocharger/supercharger unit, valve covers, water pump: Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts (front and rear); Front-Wheel Drive: axle shafts, front bearings, seals and gaskets, universal and constant velocity joints; Rear-Wheel Drive: axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints. Four-Wheel/All-Wheel Drive: axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

- (2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.
- (3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.
- (4) Your vehicle's direct injection diesel engine and certain engine components are covered during the Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust

manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

(5) The electrical drivetrain system of your vehicle is covered by the Hybrid & Electric Vehicle Unique Component coverage for eight years or 100,000 miles, whichever comes first. The components in the electrical drivetrain system of your vehicle will vary, depending on whether your vehicle is a hybrid, plug-in hybrid, but you can rest assured knowing that your vehicle's electrical drivetrain system is covered by this comprehensive warranty. Depending on your vehicle, electrical drivetrain system components covered by this warranty may include, and are not limited to: high-voltage battery, high-voltage battery connector, battery energy control module (BECM), on-board charger, inverter system controller (ISC), DC/DC converter, hybrid continuously variable transmission or electric driveline motor and transmission range sensor. If an electrical drivetrain system component requires replacement under warranty, it may be replaced with a new, factory remanufactured, or factory refurbished component, at Ford's discretion. Refurbished battery components selected for your vehicle will align with your vehicle's age and mileage, and meet Ford's stringent requirements and standards. (see "Note: High-Voltage Battery Gradual Capacity Loss" below).

Note: High Voltage Battery Gradual Capacity Loss

The high voltage battery will experience gradual capacity loss with time and use, similar to all batteries, which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the high voltage battery.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 19-35.

If you own or lease a 2021-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida and New York.

Over the Air (OTA) Updates

During the warranty coverage period, Ford Motor Company warrants that:

 you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by an OTA update

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into any component. i.e. powertrain components
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

(Plug-InVehicles only) - The New Vehicle Limited Warranty does not cover: damage to the 120V convenience cord caused by misuse of the cord. Always use the convenience cord in a manner that conforms to the directions found in the Owner's Manual.

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

• alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company

- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips".

Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- · freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing

- clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*
- * Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:
- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs for certain damage or loss, such as:

- Loss of personal recording media, software or data
- Loss, change, or discontinuation of functionality because of:
 - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
 - non-Ford Motor Company software, or
 - · obsolescence of vehicle software or hardware
 - lack of network coverage or availability

- Damage caused by:
 - · abnormal use such as insertion of foreign objects, fluid spillage
 - unauthorized modification to alter functionality or capability
 - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots
 - installation of unauthorized software, peripherals and attachments
 - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
 - the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 40)

- aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.
- high-voltage battery replacement due to improper vehicle storage.
 Refer to the Owner's Manual for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time.
- The Lithium-ion battery (EV battery) will experience gradual capacity loss with time and use (similar to all lithium-ion batteries), which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the Lithium-ion battery.

4. In addition ...

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles of the disablement
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- 12V Battery jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winch out services: includes pulling a vehicle within 100 feet of a paved or county maintained road. No recoveries.

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by another Ford warranty, Ford will provide a refund for the tow charge under the other warranty, through the dealership.

For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.

Ford Rent-A-Car (FRAC) and Dealer Daily Rental (DDR) vehicles that must be towed because a covered repair failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

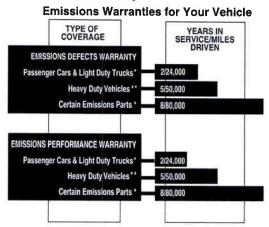
Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- · Emissions Defects Warranty
- Emissions Performance Warranty



- Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)
- ** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR). Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:

- **➡ Emissions Defect Warranty** (page 20)
- **➡ Emissions Performance Warranty** (page 21)
- **➡ What is Covered?** (pages 22-24)
- **➡ What is Not Covered?** (page 24)

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet at the time it is sold the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emission-related parts can be found in **What is Covered?** on pages 22-24.

The warranty coverage period for:

- The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up to 8,500 pounds GVWR) is as follows:
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the Battery Energy Control Module (BECM).
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (Note: Ford's 3-year, 36,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
 - The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty.
 - Only for HDVs <u>not</u> designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label: The 5 year/50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
 - Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label: Tire defects that affect compliance with emission standards are covered for 2 years or 24,000 miles, whichever comes first.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the Owner's Manual and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up to 8,500 pounds GVWR) is as follows:
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emissions control unit, and onboard emissions diagnostic devices.
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
 - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED? below for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Battery Energy Control Module (BECM)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-in Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)

- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/ Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Heating Element of Back Window (3.0L diesel F-150 only)
- High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- Intake Manifold

- Intercooler Assembly -Engine Charger
- Inverter System Controller (Plug-in Hybrid vehicles only)
- Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only)
- Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-in Hybrid vehicles only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-in Hybrid vehicles only)
- Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only)
- PCV system and Oil Filler Cap

- Onboard Charger (Plug-in Hybrid vehicles only)
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Assembly (Plug-in Hybrid vehicles only)
- Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only)
- Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

^{*} Includes hardware and emissions related software changes only

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until: (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by the emissions performance warranty. For questions about emission-related parts, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 13-16.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

U.S. Environmental Protection Agency
Office of Transportation and Air Quality
Compliance Division, Light-Duty Vehicle Group
Attn: Warranty Complaints
2000 Traverwood Drive
Ann Arbor, MI 48105
Email: complianceinfo@epa.gov

PRIME TIME SPECIALTY VEHICLES OWNER PROTECTION PLAN

3 YEAR / 36,000 MILE LIMITED BUMPER TO BUMPER WARRANTY

Prime-Time SV warrants, to the original consumer, that products will be of defects in materials and/or workmanship for a period of 3 years or 36,000 miles from the original date of purchase, whichever comes first. If items are found to be defective a replacement part will be supplied and warranted for only the unexpired portion of the original warranty. This warranty will be voided if the product is rendered inoperable or damaged by accident or incident; unreasonable or improper use; lack of maintenance; unauthorized repair, modification, disassembly, or other changes unrelated to materials or workmanship. This warranty also excludes normal wear and tear items as follows; tires, non-skid surfaces on all step plates, fuses, batteries, light bulbs, floor mats, and general cleaning and maintenance of the dvd player.

This warranty applies to Prime-Time SV products sold in the United States or Canada. Warranty protection for vehicles sold and operated outside these areas may differ, and warranty terms should be confirmed with the selling dealer or distributor. Your authorized Prime-Time SV dealer will make necessary warranty repairs to your vehicle at no charge for parts or labor. A reasonable time must be allowed for repair work after taking the vehicle to the servicing dealer. Parts and labor for required or normal maintenance are not included under warranty.

If you are in the area where there are no authorized Prime-Time SV dealers or component service centers within a reasonable radius, as determined by Prime-Time SV considering the nature of the problem, service may be obtained at a mutually accepted alternate service point. However, authorization to have work performed must be first obtained from Prime-Time SV at 866-785-9191. Such authorization does not constitute endorsement of the service point, its work, or any replacement components involved not supplied or otherwise used by Prime-Time SV.

WHAT IS NOT COVERED?

This warranty does not cover consequential damages or economic loss. This includes, without limitation loss of use of the vehicle, lodging bills, expense for alternate transportation, loss of income, or the cost of bringing the vehicle to the service point. This warranty also excludes tires, non-skid surfaces on all step plates, fuses, batteries, light bulbs, floor mats, and general cleaning/maintenance of electronic equipment. This warranty does not apply to dings, scratches, dents, stone chips and/or abrasions, or damages caused by accidents, improper or abrasive detergents or waxes, unauthorized alterations or repairs, industrial omissions of volatile or corrosive substances, acid rain, automatic car washes and/or paint sealant is applied before the paint is fully cured.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THIS VEHICLE IS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

Some states do not allow limitations on how long an implied warranty will last, so the above limitation may not apply to you. This is the only express warranty applicable to Prime-Time SV. Prime-Time SV does not authorize any person to create for it any other obligation or liability in connection with this vehicle. The performance or repairs and needed adjustments are the exclusive remedy under this written warranty or any implied warranty. This warranty gives you specific legal rights, which vary from state to state. To validate this warranty, a properly completed Retail Delivery/Warranty Registration form signed by you, and the selling dealer, must be sent to Prime-Time SV at the address shown on the form within 7 days of the retail delivery.

PRIME-TIME SPECIALTY VEHICLES, INC.
56616 ELK PARK DRIVE
ELKHART, IN. 46516
PHONE-574-293-9191-TOLL FREE-866-785-9191-FAX-574-293-3159

Braun® Limited Warranty

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 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

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

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.

LIMITED WARRANTY

Q'STRAINT provides limited warranty coverage on Q'STRAINT products (the "Products") as described in this Limited Warranty. For customers in the U.S.: this warranty gives you specific legal rights; you also may have other rights, which vary from state to state. For customers in the European Union: the purchaser may have additional legal rights under applicable national legislation governing the sale of consumer goods, and those rights (if applicable) are not affected by this warranty.

COVERED PRODUCTS AND LIMITATIONS:

Q'STRAINT's limited warranty coverage applies only to factory defects in materials and workmanship in the Products as follows:

- QUANTUM 3 years* or 10,000 cycles.
- Q'POD, QRT-3 Series, QRT-5 Series 5 years* limited warranty coverage.
- QRT Max, QRT Deluxe, QLK-150, Q'UBE 3 years* limited warranty coverage.
- QRT Standard, Q-5000, M-Series, QLK-110, INQLINE, INQLINE Loader 2 years* limited warranty coverage.
- All other Products 1 year limited warranty coverage.

*Only valid if product is registered with Q'STRAINT. Otherwise a 1 year limited warranty applies to all products.

Each of the warranty coverage periods runs from the date the Products are shipped from Q'STRAINT, and applies only to warranted defects that first manifest themselves and are reported to Q'STRAINT within the applicable warranty period. Q'STRAINT retains the right to determine to its reasonable satisfaction whether any claimed defect is covered by this warranty.

CERTAIN ITEMS ARE EXCLUDED FROM WARRANTY COVERAGE BY Q'STRAINT, AND THIS LIMITED WARRANTY COVERAGE DOES NOT APPLY TO:

- 1. Products which are not installed and maintained in accordance with Q'STRAINT's instructions.
- 2. Products which are subject to misuse, abuse, accident, negligence, or exposure to the elements or chemicals.
- 3. Products which are altered or not repaired by a Q'STRAINT authorized repair service.
- 4. Normal wear and tear, and routine maintenance.
- 5. Products which are not used in applications or in a manner approved by Q'STRAINT. ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), CONDITIONS

AND GUARANTIES ARE EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY LAW. If any implied warranties, conditions or guarantees are required under applicable law, they are limited to the minimum duration allowed by law (not longer than the duration of the applicable express limited warranty coverage). For customers in the U.S.: some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

REMEDIES UNDER THIS LIMITED WARRANTY

If a defect covered by this warranty occurs, Q'STRAINT (or one of its authorized dealers, as determined by Q'STRAINT) will repair or replace the defective Products, in its sole discretion. This "repair or replacement" remedy is the exclusive remedy under this warranty. Q'STRAINT has no responsibility or liability for any incidental or consequential damages, such as loss of use, interest or finance charges, the cost of repairs by unauthorized repair services, depreciation, etc., all of which are specifically excluded and disclaimed from this warranty. For customers in the U.S.: some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

RESPONSIBILITY OF PURCHASER

- 1. Any claims under this limited warranty must be made to Q'STRAINT within fifteen (15) days after the defect first arises.
- 2. The Products must be returned to Q'STRAINT (or its authorized repair facility, as determined by Q'STRAINT) within the warranty period for inspection and warranty service. The expense of disassembly, returning the Products for warranty service, and of returning the Products to the owner and reassembly after any warranty service has been completed, is the responsibility of the owner and will not be reimbursed by Q'STRAINT. Contact Q'STRAINT Customer Service for information on how to return Products.
- 3. If your Product includes a registration form it must be returned to Q'STRAINT within thirty (30) days after the Products are delivered to the purchaser.

Q'STRAINT reserves the right to improve its products through changes in design or materials without being obligated to the owners of other Products.

Q'STRAINT may be contacted at 800-987-9987 or via email at customersatisfaction@qstraint.com.

Passenger Seats Limited Warranty & Sales Terms

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) - Three (3) years

Cover Warranty is for defects in the material or sewing and is limited to replacement covers.

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

The warranty period begins at time of the bus in-service date not to exceed 180 after the date of the shipment from Freedman Seating Company.

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 breech 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, seat 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 60651 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 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 on-site 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 and cleaning instructions on its web site www.freedmanseating.com. Warranty is contingent upon documented performance of recommended maintenance and service. All replacement parts should be recommended or authorized Freedman Seating Company components. Failure to purchase proper components will null and void the warranty.

DESIGN

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

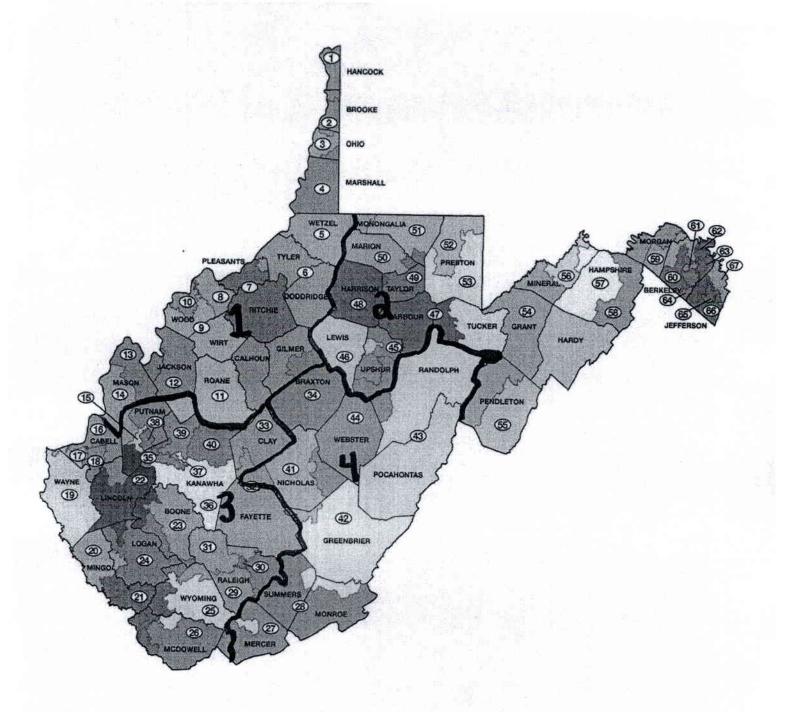
OTHER:

The terms and warranty are contingent upon customers meeting agreed upon payment terms as specified in Freedman Seating Company proposals. Terms and warranty supersede any other terms including but not limited to customer terms printed on the back of Purchase Orders, listed on websites, or other sources from customers. Warranty — Passenger Seats 1-09

LIMITED WARRANTY NOTICE

BASF warrants this product to be free from manufacturing defects and to meet the technical properties on the current Technical Data Guide, if used as directed within shelf life. Satisfactory results depend not only on quality products but also upon many factors beyond our control. BASF MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS PRODUCTS. The sole and exclusive remedy of Purchaser for any claim concerning this product, including but not limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is the replacement of product or refund of the purchase price, at the sole option of BASF. Any claims concerning this product must be received in writing within one (1) year from the date of shipment and any claims not presented within that period are waived by Purchaser. BASF WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES OF ANY KIND.

Purchaser must determine the suitability of the products for the intended use and assumes all risks and liabilities in connection therewith. This information and all further technical advice are based on BASF's present knowledge and experience. However, BASF assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights, nor shall any legal relationship be created by or arise from the provision of such information and advice. BASF reserves the right to make any changes according to technological progress or further developments. The Purchaser of the Product(s) must test the product(s) for suitability for the intended application and purpose before proceeding with a full application of the product(s). Performance of the product described herein should be verified by testing and carried out by qualified experts.



1) Northern Pandhandle

Body, A/C, Wheelchair Repair T & M Automotive 2402 Camden Ave Parkersburg, WV 26101

Chassis Repair Astorg Ford Lincoln of Parkersburg 2028 7th St Parkersburg, WV 26101

3) Central West Virginia

Body, A/C, Wheelchair Repair Heritage International Trucks 1 Jain Drive Cross Lanes, WV 25313

Chassis Repair Turnpike Ford 7891 Maccorkle Ave Charleston, WV 25315

2) Eastern Panhandle

Body, A/C, Wheelchair Repair Morgantown Auto Repair Services 512 Hartman Run Rd Morgantown, WV 26505

Chassis Repair

Freedom Ford Lincoln of Morgantown 1351 Earl L Core Rd Morgantown, WV 26505

4) Southern West Virginia

Body, A/C, Wheelchair Repair Anthony's Truck Repair 14460 Midland Trail West, Crawley, WV 24931

Chassis Repair Greenbrier Ford 1446 N Jefferson St Lewisburg, WV 24901

Med-Transit







Standard Features

- Vinyl Sidewalls & Cloth Ceilings
- Full Insulation Package
- Full Altro Commercial Flooring
- Three L Tracks
- Ceiling Mounted Dome Lights
- Back Up Alarm
- Road Safety Kit
- (First Aid Kit/Triangle/Fire Extinguisher)
- Rear A/C and Heat
- Manual Tie-Down Belts
- Side Belt Storage

Available Chassis

- 130,148" Wheel Bases
- High or Low Roof
- Multiple Colors

PRIME-TIME SV

56616 Elk Park Drive • Elkhart, IN 46516

Phone: 574.293.9191
Fax: 574.293.3159
www.primetimesv.com

Options Available

- Braun/Ricon Commercial Wheelchair Lifts
- ADA Brake Interlock
- Q'Straint Retractor Seat Belt System (Shoulder and Lap)
- Multiple Floor Plans Available
- Upgraded A/C and Heat
- Fold Away Seats
- Fixed Seating
- Wheelchair Racks
- Rear Step Bumper
- Heavy Duty Running Boards
- Stainless Steel AssistEntranceGrabBar

Due to on-going product development PSV reserves the right to make changes any time in price, colors, material, equipment, specifications and models without notice or obligation.

Your Authorized Distributor

SUPPORTING DOCUMENTATION

Supporting Documentation - Ford Chassis Items

All supporting documentation for the sections listed below is provided within the attached Ford chassis specifications/supporting documentation.

- 1) Section 3.3.1.1 Engine 3.5 Liter EcoBoost V-6 gasoline engine
- 2) Section 3.5.3 Transmission (separate cooling system)
- 3) Section 3.6.1 Back-Up Camera System
- 4) Section 3.11 Tires
- 5) Section 3.12.1 Alternator
- 6) Section 3.27.16 Driver's Seat
- 7) Section 3.30.3 Exterior Mirrors
- 8) Section 3.36 AM/FM Radio/CD



Price Level:

Quote ID: BUS030221

Selected Equip & Specs

Dimensions

Exterior length: 263.9"

Exterior height: 107.7"
Front track: 68.2"

Front legroom: 41.3"

Front hiproom: 60.7"

Cargo volume: 100.5cu.ft.

Powertrain

EcoBoost 310hp 3.5L DOHC 24 valve twin turbo
 V-6 engine with variable valve control, gasoline direct injection

* Recommended fuel : premium unleaded

10 speed automatic transmission with overdrive

Fuel Economy Cty: N/A

Capless fuel filler

Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- · Electric power-assist rack-pinion Steering
- LT195/75SR16 CBSW AS front and rear tires

Body Exterior

- 3 doors
- Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- · Black door mirrors
- Clearcoat paint
- 1 rear tow hook(s)

Convenience

- Manual air conditioning
- Ford Co-Pilot360 Adaptive Cruise Control with ASLD distance pacing
- Driver 1-touch down
- Manual tilt steering wheel
- Day-night rearview mirror
- Emergency SOS

Exterior width: 81.3"

Wheelbase: 148.0"

Turning radius: 23.9'

Front headroom: 56.6"

Front shoulder room: 67.9"

· Maximum cargo volume: 425.4cu.ft.

- Auto stop-start feature
- ULEVII
- · Rear-wheel drive
- . Fuel Economy Highway: N/A
- Rear rigid axle leaf spring suspension with gaspressurized shocks
- * Front and rear 16 x 6 painted steel wheels
- · Dual rear wheels
- · Sliding right rear passenger
- * Turn signal indicator in mirrors
- Black bumpers
- Front and rear 16 x 6 wheels
- Cruise control with steering wheel controls
- Power front windows
- Remote power door locks with 2 stage unlock and illuminated entry
- · Manual telescopic steering wheel
- · FordPass Connect 4G internet access
- · Wireless phone connectivity





Price Level:

Quote ID: BUS030221

Selected Equip & Specs (cont'd)

- 1 1st row LCD monitor
- Dual illuminated visor mirrors
- Rear door bins

Seats and Trim

- * Seating capacity of 2
- 8-way power driver seat adjustment
- * Power height adjustable driver seat
- * Power 2-way passenger lumbar support
- Heated front seats
- Metal-look instrument panel insert

Entertainment Features

- AM/FM stereo radio
- · External memory control
- 8 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- · Halogen aero-composite headlights
- · Fully automatic headlights
- · Rain sensing wipers
- · Fixed rearmost windows
- · Front reading lights
- Camera(s) rear
- Trip odometer

Safety and Security

- · 4-wheel ABS brakes
- · 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- SecuriLock immobilizer
- Ford Co-Pilot360 Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

- · Front and rear cupholders
- · Driver and passenger door bins
- · Front bucket seats
- * Power 2-way driver lumbar support
- 8-way power passenger seat adjustment with power cushion tilt
- · Driver and passenger amrests
- · Cloth seat upholstery
- · Auxiliary audio input
- · Steering wheel mounted radio controls
- · Streaming audio
- · Delay-off headlights
- · Variable intermittent front windshield wipers
- · Rear window defroster
- · Light tinted windows
- Tachometer
- · Low tire pressure warning
- Lane departure
- · Brake assist with hill hold control
- Ford Co-Pilot360 w/Side Wind Stabilization Electronic stability control
- Dual front impact airbag supplemental restraint system
- Curtain 1st row overhead airbag supplemental restraint system
- Power remote door locks with 2 stage unlock and panic alarm
- · Manually adjustable front head restraints

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Price Level: Quote ID: BUS030221

Selected Equip & Specs (cont'd)

Dimensions

General Weights Curb 6,865 lbs.	GVWR 10,360 lbs.
Payload 3,420 lbs.	
Front Weights	*
Front GAWR 4,130 lbs.	
Rear Weights	
Rear GAWR 6,725 lbs.	
General Trailering	
* Towing capacity 7100 lbs.	+GCWR 12600 lbs.
Fuel Tank type	
* Capacity 30.91 gal.	Capless fuel filler Yes
Off Road	
Load floor height	
Interior cargo	
Cargo volume 100.5 cu.ft.	Maximum cargo volume 425.4 cu.ft.
Height 77.0 "	Length 170.2 "
Minimum width 53.7 "	Maximum width
Powertrain	
Engine Type	
Brand EcoBoost	Block material Aluminum
Cylinders V-6	Head material Aluminum
Ignition Spark	*Injection Gasoline direct injection
Liters 3.5L	Orientation Longitudinal
* Recommended fuel Premium unleaded	Valves per cylinder 4
Valvetrain DOHC • Forced induction Twin turbo	Variable valve control Yes
Engine Spec	
Bore 3.64"	* Compression ratio 10.0:1
Displacement 213 cu.in.	Stroke
Engine Power	
* SAEJ1349 AUG2004 compliant Yes	*Output 310 HP @ 5,000 RPM
* Torque 400 ftlb @ 2,500 RPM	



Price Level: Quote ID: BUS030221

elected Equip & Specs (cont'd)	
Alternator	
Type HD	Amps
Battery	
Amp hours	Run down protection Yes
* Type Dual	
Engine Extras	
Auto stop-start feature Yes	
Transmission	
Electronic control Yes	Lock-up Yes
Overdrive Yes	Speed
Type Automatic	
Transmission Gear Ratios	
1st4.689	2nd
3rd 2.146	4th 1.769
5th 1.52	6th 1.275
7th 1	8th 0.854
9th 0.689	10th 0.636
Reverse Gear ratios 4.866	
Transmission Extras	
Sequential shift control Yes	Oil cooler Regular duty
Drive Type	
Type Rear-wheel	
Drive Feature	
Traction control ABS and driveline	
Drive Axle	
* Ratio 3.73	
Exhaust	
Material Stainless steel	System type Single
Emissions	0,000
	Tior 2 Rin 5
CARB ULEV II	EPA Tier 2 Bin 5
fuel Economy	
Fuel type Gasoline	
Fuel Economy (Alternate 1)	
Fuel type E85	
Compared to the Compared with the second resource of the Compared States and t	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

4



Price Level:

Quote ID: BUS030221

Selected Equip & Specs (cont'd)

Driveability

Brakes			
	4-wheel	ABS channels	
Туре	4-wheel disc	Vented discs	Front
Brake Assistance			
Brake assist	Yes	Hill hold control	Yes
Suspension Control			
Ride	Regular	Electronic stability control anti-roll	Stability control with
Front Suspension			
	Independent	Type	Strut
Anti-roll bar	Regular		
Front Spring			
Type	Coil	Grade	Regular
Front Shocks			
Type	Gas-pressurized		
Rear Suspension			
Independence	Rigid axle	Type	Leaf
Rear Spring			
Туре	Leaf	Grade	Regular
Rear Shocks			
Туре			
Steering			
Activation	Electric power-assist	Type	Rack-pinion
Steering Specs			
	2		
xterior			
Front Wheels			
Diameter	16"	Width	6.00"
Rear Wheels			
	16"	Width	6.00"
Dual	Yes		
Spare Wheels			

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Price Level: Quote ID: BUS030221

Selected Equip & Specs (cont'd) Wheel material Steel	
Front and Rear Wheels	
* Appearance Painted	Material Steel
Front Tires	
Aspect 75 Sidewalls BSW Tread AS Width 195mm RPM 733	Diameter 16" Speed S Type LT LT load rating C
Rear Tires	
Aspect 75 Sidewalls BSW Tread AS Width 195mm RPM 733	Diameter16"SpeedSTypeLTLT load ratingC
Spare Tire	Full size
Mount Underbody w/crankdown	Type Full-size
Wheels Front track 68.2" Wheelbase 148.0"	Turning radius 23.9'
Body Features	Evilly solvenized steel
* Front license plate bracket Yes	Body material Fully galvanized steel Rear tow hook(s) 1
Side impact beams Yes	near tow mook(s)
Body Doors Door count	Right rear passenger Sliding
Exterior Dimensions	
Length 263.9" Body height 107.7" Side door opening height 63.0" Rear door opening height 72.2" * Rear door opening degree 253.0	Body width 81.3" Front bumper to Front axle 40.3" Side door opening width 51.2" Rear door opening width 59.8"
Safety	
Airbags	
Driver front-impact Yes Occupancy sensor Yes	Driver side-impact Seat mounted Overhead Curtain 1st row

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





Price Level:	Quote ID: BUS030221
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The state of the s	
Selected Equip & Specs (cont'd) Passenger front-impact Yes	Passenger side-impact Seat mounted
Seatbelt Height adjustable Front Pre-tensioners (#) 2	Pre-tensioners Front
Security Immobilizer SecuriLock	Panic alarm Yes
Seating	
Passenger Capacity • Capacity 2	
Front Seats Split Buckets Type Bucket	* Heated-cushion Driver and passenger * Heated-seatback Driver and passenger
Driver Seat Power ★ Fore/aft Power ★ Reclining Power ★ Lumbar support Power 2-way	* Height adjustable Power * Way direction control 8 * Cushion tilt Power
Passenger seat • Fore/aft Power • Way direction control 8 • Lumbar support Power 2-way	 ∗ Reclining Power ⁺ Height adjustable Power ⁺ Cushion tilt Power
Front Head Restraint Control Manual	Type Adjustable
Front Armrest Driver Yes	Passenger Yes
Front Seat Trim Material Cloth	Back material Cloth
Rear Seat Trim Group Material Cloth	
3rd Row Seat Trim Material Cloth	
Convenience	
AC And Heat Type	



Price Level: Quote ID: BUS030221

Selected Equip & Specs (cont'd) Air conditioning Manual	Underseat ducts Yes
Audio System	
Auxiliary audio input Yes Radio grade Regular External memory control External memory control	Radio AM/FM stereo Seek-scan Yes
Audio Speakers	
Speaker type Regular	Speakers 8
Audio Controls	MANUAL CONTRACTOR OF STANCES AND STANCES AND
Steering wheel controls Yes	Streaming audio
Audio Antenna	
Type Fixed	
LCD Monitors	
A STATE OF THE STA	Delmanda analitar alaa (ilaabaa)
1st row	Primary monitor size (inches)
Cruise Control With steering wheel controls	Distance pacing Ford Co-Pilot360 - Adaptive Cruise Control with ASLD
Convenience Features	
Driver foot rest Yes Emergency SOS Integrated	12V DC power outlet 2 Wireless phone connectivity Bluetooth
Door Lock Activation	
Type Power with 2 stage unlock Integrated key/remote Yes	Remote Keyfob (all doors) Auto locking Yes
Door Lock Type	
Tailgate/rear door lock. Included with power door locks	
Instrumentation Type	
Display Analog	
Instrumentation Gauges	
Tachometer Yes	Engine temperature Yes
Instrumentation Warnings	
Oil pressure Yes	Engine temperature Yes
Battery Yes	Lights on Yes
Key Yes	Low fuel Yes
Low washer fluid Yes	Door ajar Yes
Rear cargo ajar Yes	Service interval Yes



Price Level: Quote ID: BUS030221

•	
Selected Equip & Specs (cont'd) Brake fluid Yes	Low tire pressure Yes
Instrumentation Displays	
Clock In-radio display	Camera(s) - rear Yes
Instrumentation Feature	
Trip odometer Yes Forward collision Mitigation	Lane departure Warning
Steering Wheel Type	
Material Urethane Telescoping Manual	Tilting Manual
Front Side Windows	
Window 1st row activation Power	
Windows Rear Side	
2nd row activation Fixed	3rd row activation Fixed
Window Features	
1-touch down Driver	Tinted Light
Front Windshield	
Wiper Variable intermittent	Rain detecting wipers Yes
Rear Windshield	
Defroster Yes	Window Fixed
Interior	
Driver Visor	
Illuminated Yes	Mirror Yes
Passenger Visor	
Illuminated Yes	Mirror Yes
Rear View Mirror	
Day-night Yes	
Headliner	
Coverage Full	Material Cloth
Floor Trim	
Coverage Front	Covering Vinyl/rubber
Trim Feature	Constitution material
Instrument panel insert Metal-look	Gear shifter material
Lighting	





Price Level: Quote ID: BUS030221

Selected Equip & Specs (cont'd)
Dome light type Fade Illuminated entry Yes
Floor Console Storage
Storage Yes
Storage
Driver door bin Yes
Glove box Locking
Rear yes Yes
Rear door bins Yes
Cargo Space Feature
Tie downs Yes
Legroom
Front
Headroom
Front
Hip Room
Front
Shoulder Room
Front

Front reading Variable IP lighting	Yes
Туре	Partial
Front Beverage holder(s) Passenger door bin Instrument panel	Yes





Price Level:

Quote ID: BUS030221

As Configured Vehicle

Description

Base Vehicle

Base Vehicle Price (U4X)

Packages

Order Code 301A

- Transmission: 10-Spd Automatic w/OD & SelectShift
- Includes auxiliary transmission oil cooler. GVWR: 10,360 lbs Tires: 195/75R16C 107/105 R AS BSW

- Titles: 193/3416C TU/TUS H AS BSW Cloth Front Bucket Seats Radio: AM/FM Stereo Includes 4.0" multi-function display, Bluetooth and dual USB ports. 8 Speakers (4 Front/4 Rear)

Powertrain

Engine: 3.5L EcoBoost V6

includes auto start-stop technology.

Includes: - 3.73 Axle Ratio

Transmission: 10-Spd Automatic w/OD & SelectShift

Includes auxiliary transmission oil cooler.

3.73 Axle Ratio

GVWR: 10,360 lbs

Wheels & Tires

Tires: 195/75R16C 107/105 R AS BSW

Seats & Seat Trim

Ebony Cloth Heated Bucket Seats

Includes 10-way power driver seat with lumbar, 10-way power passenger seat with lumbar and driver and passenger armrest.

Cloth Front Bucket Seats

2-Passenger Seats w/Add. Rear Seat Attachment Points

13 rear seats are removed, but seat attachment points are still present.

Other Options

Monotone Paint Application

148" Wheelbase





Price Level:

Quote ID: BUS030221

As Configured Vehicle (cont'd)

Description

Front License Plate Bracket

Standard in states requiring two license plates and optional in all other states.

50/50 Hinged Rear Door w/253-Degree Opening

Midship Extended Range Fuel Tank (31 Gallons)

Includes capless fuel fill.

Long-Arm Manual-Folding Heated Pwr Adjusting Mirrors

Includes turn signals.

Cruise Control w/Adjustable Spd Limiting Device (ASLD)

The ASLD feature is great for city driving; it allows the driver to set an upper speed limit for the vehicle. If the vehicle begins to approach the upper speed limit then audible and visual warning are given.

Dual-Note Horn

Modified Vehicle Wiring System

Includes modified vehicle connections for customized wiring harness provisions.

Radio: AM/FM Stereo

Includes 4.0" multi-function display, Bluetooth and dual USB ports.

- 8 Speakers (4 Front/4 Rear)

Dual AGM Batteries (70 Amp-hr Each)

Builder's Prep Package

Deletes rear floor covering, rear-seats and restraints and rear-seat rails and fasteners.

Front License Plate Bracket

Modified Vehicle Wiring System Includes modified vehicle connections for customized wiring harness provisions. Front Only Vinyl Floor Covering

2-Passenger Seats w/Add. Rear Seat Attachment Points 13 rear seats are removed, but seat attachment points are still present.

Fleet Options

Daytime Running Lights

Requires valid FIN code.

Provides enhanced vehicle visibility during daylight conditions.

Wheels: 16" Heavy-Duty White Steel (Fleet)

Requires valid FIN code.

Includes exposed lug nuts.

Emissions

50-State Emissions System



Sutton Ford Inc. | 21315 Central Avenue Matteson Illinois | 604432893

Transit-350 Passenger RWD High Roof HD Ext. Van 148" WB DRW XL (U4X)

Price Level:

Quote ID: BUS030221

As Configured Vehicle (cont'd)

Description

Interior Color

Ebony

Exterior Color

Oxford White

13



An ISO 9001:2015 Registered Company

HL517, HL518* Fast Idle, Lift Interlock 2020 Ford Transit



Introduction

The HighLock 517 and 518 is a wheelchair lift safety interlock which will only work with the ignition On. It will enable the lift when certain vehicle safety conditions are met, and will lock the transmission shifter in Park when the lift door is open and/or the Park Brake is applied. The HighLock also has the Fast Idle option. The Advanced Fast Idle System (AFIS) elevates engine idle speed in response to a number of triggers in order to assist electrical or mechanical systems on the vehicle.

*HL517 vs 518

• HL517 is typically used on buses with a single main passenger door, and HL518 is usually used on vans, where the Door Ajar panel will flash when **any** door is ajar.

IMPORTANT—READ BEFORE INSTALLATION

It is the installer's responsibility to route and secure all wiring harnesses where they cannot be damaged by sharp objects, mechanical moving parts and high heat sources. Failure to do so could result in damage to the system or vehicle and create possible safety concerns for the operator and passengers. Avoid placing the module where it could encounter strong magnetic fields from high current cabling connected to motors, solenoids, etc. Avoid radio frequency energy from antennas or inverters next to the module. Avoid high voltage spikes in vehicle wiring by always using diode clamped relays when installing upfitter circuits.

Installation Instructions Disconnect vehicle battery before proceeding with installation



CAUTION

All electronic products are susceptible to damage from Electrostatic Discharge or ESD. Ground yourself before handling or working with the module and harnessing by first touching chassis ground, such as the barrel of the cigarette lighter.



HL517/518 Module

Remove the lower dash panel below the steering column area and find a suitable location to mount the HL517/518 module. Locate the module in an area away from any external heat sources (engine heat, heater ducts, etc.). Do not mount the module until all wire harnesses are routed and secure. The last step of installation is to mount the module.

Exterior Vinyl Colors Sample Chart (Pantone)

100	106	113	120	1205	127	134	1345	141	148	1485	155	1555	162	1625	169	176	1765	1767	182	189	1895	196	203	210	217
101	107	114	121	1215	128	135	1355	142	149	1495	156	1565	163	1635	170	177	1775	1727	163	190	1905	197	304	213	318
1 022	108	115	122	1225	129	136	1365	143	180	1506	157	1575	164	1645	171	178	1785	1787	184	191	1915	198	205	215	219
Yellow	109	116	123	1235	130	137	1375	144	151	Omy 021	158	1585	165	1635	172	W Red	1788	Red 032	185	1921	1925	199	206	213	Ruts Heat
103	110	117	124	1245	131	138	1385	145	105	1525	159	1595	100	1663	173	179	1790	1797	186	193	1935	200	207	214	220
-	-	4	40		-	4				1535	160	1605	167	1675	174	180	1805	1807	187	194	1945	391	208	215	221
104		118	125	1255	125	139	1395	146	153																
105	112		12%	1285	139	140	1405	142	154	0	161	1615	103	1885		181	1815	1817		188	1955		-		
253	23.0	536	2366	243	250	258	2562	2563	2567	263	2635	270	2705	2706	2707	2703	277	263	290	2905	297	2978	304	3.14	3105
124	231	237	2075	2944	291	297	2572	2573	2577	204	2645	271	2715	2716	2717	2718	276	284	281	2015	298	2885	305	311	3115
225	232	288	2385	248	292	258	2982	2583	2587	265	2655	212	2725	2776	5151	2728	279	285	292	2925	290	2005	306	312	3126
226	Find Rec		2385	246	Purple	358	2592	2593	2197	206	2005	273	2735	2736	Blue 072	2736	Ref Blue	286	293	2935	300	3005	Ph: Blum	31.1.	3135
											2675	274	2745	2746	2747	2748	280	267	294	2945	301	3015	307	314	3145
227	533	240	2405	247			Sens			807															3158
226	204	241	2418	246	254	261	2615	3613	2617	268	3685	275	2735	2750	2767	2755	381	368	295	2955	302	3025	308	315	
209	835	342	2425	249	355	262	2622	8633	2627	269	2695	SHI	2765	2766	2767	2768	262	2000	296	2965	303 (1)	3035	300	316	3165
317	324	3942	3845	3848	331	337	3375	344	361	358	365	372	379	306	393	3935	400	400	413	420	427	434	441	W Chart	W Grays
318	325	3252	3255	3258	332	338	3.305	345	352	369	366	373	380	367	394	3045	401	407	414	421	APB	435	442	W groyd	W Gray?
319	326	3362	3265	3268	333	339	3395	346	353	360	367	374	348.9	360	396	3855	402	408	415	422	429	4.96	443	W Graph	W Graya
							3405	347	354	361	368	375	382	386	396	(H)	403	40%	416	423	400	437	444	Williams	W/ Gray9
320	327	35/19	3275	3278	Green	340											(ED)	(All)		di	1		600		
321	328	32/62	3285	25,88	334	341	3415	345	41	362	368	376	383	390	380	3975	404	410	417	401	431	434	445	W Charle	W-Gry 10
322	329	3090	3295	3258	335	342	3425	349	356	363	370	377	384	381	308	3/45	405	411	418	425	402	439	110		W Clay 11
313	330	3300	3305	3308	226	343	3435	350	33.7	364	371	378	588	392	399	3995	Black	412	419	47%	433	440	447		4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
												1	COMP.								1		-		





MasterSeal® 631

General purpose underbody protective coating

FORMERLY DEGACOATTM 310

PACKAGING

- 53 gallon (200.6 L) drums
- 16 gallon (60.48 L) kegs
- 275 gallon (1041 L) totes

COLORS

Applies dark brown and dries to a durable matte black finish

STORAGE

Store in unopened containers in a cool, clean, dry area. Do not allow these materials to freeze in the container; do not store below 35° F (2° C).

SHELF LIFE

1 year when properly stored

VOC CONTENT

24 g/L or 0.20 lbs/gal, less water and exempt solvents.

DESCRIPTION

MasterSeal 631 is a non-fibered asphalt emulsion specifically formulated for use as a protective underbody coating. It provides preventative corrosion barriers for transport applications. MasterSeal 631 is fiber-free for application by brush or spray.

PRODUCT HIGHLIGHTS

- Anti-corrosion coating beautifies and protects the underbody of transportation equipment
- Nonflammable formulation minimizes fire hazards during application for improved worker safety
- Cleans easily with water for easier use and faster production process time
- Fast drying formulation speeds the production process time

LOCATION

- Truck and trailer
- · Bus
- * RV
- House/cargo trailers
- · Rail cars
- * As a protective coating on various metals

SUBSTRATE

- Metals
- « Aluminum
- » Plywood
- · OSB
- · Can be sprayed over oxidized metals



Technical Data Composition

MasterSeal 631 is an asphalt-based emulsion. **Compliances**

- ASTM D 1187, Type 1
- . ASTM D 1227, Type 3, Class I
- · ASTM D 1227, Type 2, Class I

Test Data

PROPERTY	RESULTS	TEST METHOD
Density, lbs/gal	9.1 - 9.9	Industry Method
Solid content, % by weight	50.0	Industry Method
Clay content, % by weight	4	Industry Method
Asphalt content, % by weight	46	Industry Method
Median particle size, µ	15	Industry Method
Specific gravity	1.1 – 1.2	Industry Method
Dry to the touch	1 hour	Industry Method
Consistency	Semi-paste like	Industry Method
Color	Black	Industry Method
Water resistance		ASTM 2939-94
Blistering	None	
Reemulsification	Nil	

HOW TO APPLY SURFACE PREPARATION

Surface should be free of oil, grease, dirt and loose material.

APPLICATION

Spray with the proper equipment. Consult the spray equipment manufacturer for more information.

UNDERBODY COATING

- MasterSeal 631 is recommended to be used for corrosion protection on steel surfaces and other metal substrates.
- 2.MasterSeal 631 is designed for spray application using airless equipment. A 15:1 or higher ratio pump with a minimum .023 orifice size is recommended.

CLEAN UP

Tools and hands should be cleaned with soap and water before emulsion sets. Dried material can be removed with the appropriate solvent.

FOR BEST PERFORMANCE

- . Keep from freezing in the container.
- Do not apply at temperatures below 40° F (4° C) or when temperatures are expected to fall to 40° F (4° C) in the next 24 hours.
- Make certain the most current versions of product data sheet and SDS are being used; call Customer Service (1-800-433-9517) to verify the most current versions.
- Proper application is the responsibility of the user. Field visits by BASF personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.

HEALTH, SAFETY AND ENVIRONMENTAL

Read, understand and follow all Safety Data Sheets and product label information for this product prior to use. The SDS can be obtained by visiting www.master-builders-solutions.basf.us, e-mailing your request to basfbscst@basf.com or calling 1(800)433-9517. Use only as directed.

For medical emergencies only, call ChemTrec® 1(800) 424-9300.

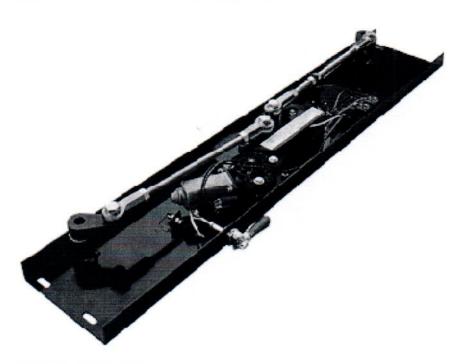
Technical Data Guide MasterSeal 631





The Industry Leader in Bus Doors and Actuators

Electric Door Actuators



Product Features

- Low-profile design
- Powder-coated base plate
- → Plated push rods
- → Permanently lubricated pivot points
- Motor Control PC Board
- → Proprietary, heavy-duty motor
- Available remote control
- ▲New! Optional Auto Reopen Switch

Harmony of Movement

- →Our design produces completely <u>perpendicular door opening</u>--always.
- → Forward door opens first and closes last--always.
- No need to rely on spring-loaded push-pull rods--ever.

Secure Closing

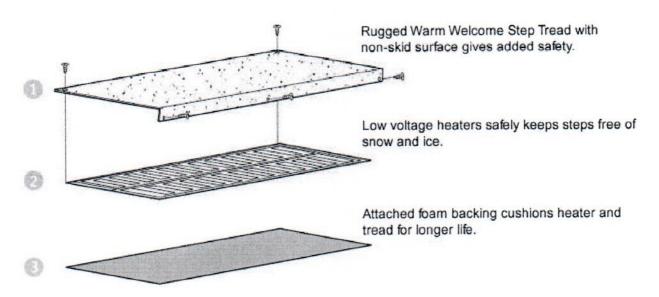
→Our design ensure an unequalled, strong closing.

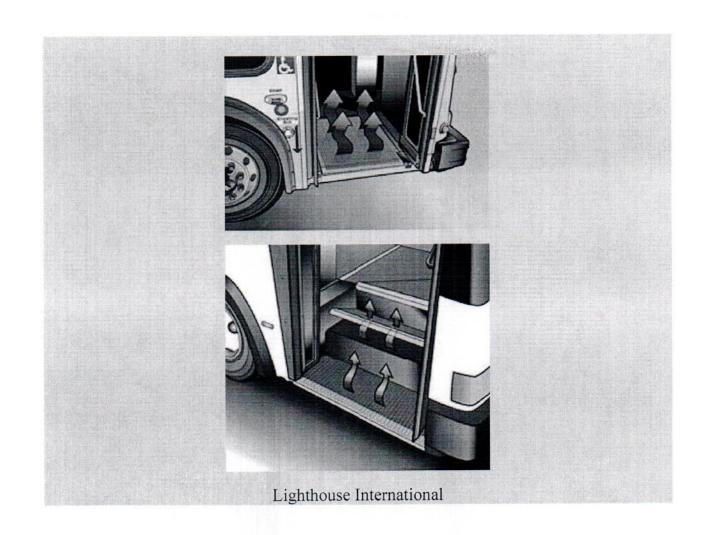
■The actuator will reliably hold the door shut, even at highway speeds.

Serviceability

- The reliability of the design,■ together with the ease-of-access,
- dand the documentation tools we provide,

Stepwell Heater





the future is safer with altro

altro transflor

Safety Flooring engineered for transportation applications

90 years of innovation

Altro Transflor **Meta**™

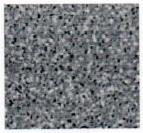
A highly resilient vinyl flooring suitable for buses, coaches and emergency vehicles



Black TFM18892 (1.8mm) TFM22892 (2.2mm) TFM27892 (2.7mm) Weld Rod WR100 Mastic A1M100



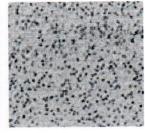
Midnight TFM18421 (1.8mm) TFM22421 (2.2mm) TFM27421 (2.7mm) Weld Rod WR72 Mastic A1M72



Storm TFM18903 (1.8mm) TFM22903 (2.2mm) TFM27903 (2.7mm) Weld Rod WR82 Mastic A1M82



Genome TFM1802 (1.8mm) TFM2202 (2.2mm) TFM2702 (2.7mm) Weld Rod WR83 Mastic A1M83



Pewter Grey TFM1889 (1.8mm) TFM2289 (2.2mm) TFM2789 (2.7mm) Weld Rod WR81 Mastic A1M81



Radial TFM1806 (1.8mm) TFM2206 (2.2mm) TFM2706 (2.7mm) Weld Rod WR39 Mastic A1M73



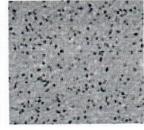
Diablo TFM1875 (1.8mm) TFM2275 (2.2mm) TFM2775 (2.7mm) Weld Rod WR249 Mastic A1M249



Torino TFM1874 (1.8mm) TFM2274 (2.2mm) TFM2774 (2.7mm) Weld Rod WR248 Mastic A1M238



Patrol TFM1876 (1.8mm) TFM2276 (2.2mm) TFM2776 (2.7mm) Weld Rod WR250 Mastic A1M250



Bison TFM1847 (1.8mm) TFM2247 (2.2mm) TFM2747 (2.7mm) Weld Rod WR63 Mastic A1M239



Safety White TFM 2200 (2.2mm) Weld Rod WR01 Mastic A1M01

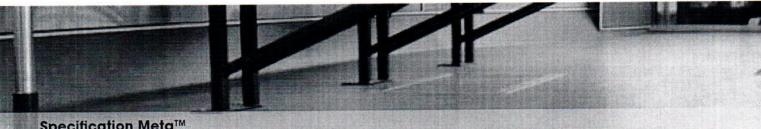


Safety Yellow TFM 2229 (2.2mm) Weld Rod WR08 Mastic A1M200 (clear)



Safety Red TFM 2261 (2.2mm) Weld Rod WR40 Mastic A1M40

NOTE: Exact color match with samples cannot be guaranteed.



Specification Meta™

Format: Roll Dimensions: 20m x 2.0m 1.8mm Thickness:

2.2mm 2.7mm (66'x 6.58') (.072)

(.088)

(.108)

Weight:

1.8mm 2.2 kg/m² 2.2mm 2.6 kg/m² (4.04 lbs/yd²) (4.77 lbs/yd²)

(5.87 lbs/yd²) 2.7mm 3.2 kg/m²





THE FEATHER WEIGHT SERIES BY

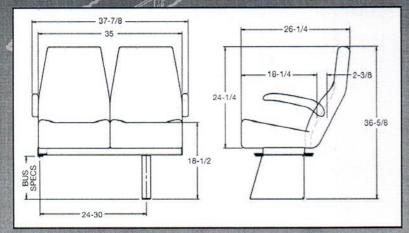
FREEDMAN
SEATING COMPANY
an ISO 9001:2000 certified company

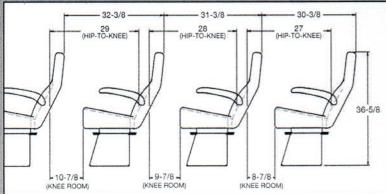
Seating Solutions

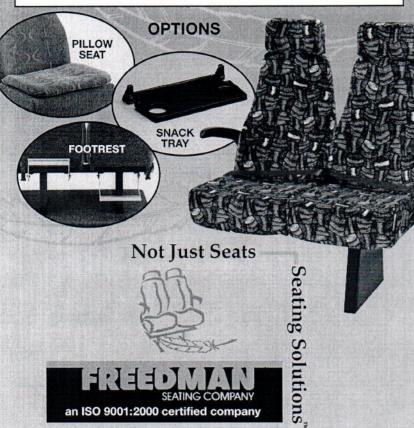
FEATHER WEIGH

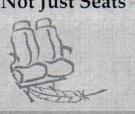


MID-HI SEAT "ROCK SOLID"









an ISO 9001:2000 certified company

4545 W. Augusta Blvd., Chicago, IL 60651 (773)524-2440 (800)443-4540 Fax (773)252-7450 e-mail: sales@freedmanseat.com WWW.FREEDMANSEATING.COM

Sustainable Seating Solutions

Whether your bus is for tour/charter, para-transit, or shuttle, Feather Weight Mid-Hi works for you. Optional adjustable headrests and reclining back-rests give you luxuries for long journeys, while grab rails and ABS plastic backs provide the function and safety required for shorter trips. The ultra-thin backrest gives outstanding support and creates more hip-to-knee room than any other seat in its class. The steel frame system meets or exceeds all applicable government standards for safety and durability. And, it's light as a feather!

Feather Weight Mid-Hi features include:

- An ultra-thin Knee-Saver type backrest for added hip-to-knee room and lumbar support
- Molded polyurethane seat and back cushions for comfort and long lasting support
- 17½" wide seat cushions
- 22½" back height off the seat cushion, 37" off the floor
- · Wire mesh-grid seat springs for even support
- FMVSS 210 compliance-all Feather Weight seats are seat belt ready
- Transit style-rigid backrests (starting weight without options-43 lbs.)
- Touring style-reclining backrests (starting weight without options-47 lbs.)
- Covers that can be removed and replaced easily and without the use of special tools

Feather Weight Mid-Hi options include:

- Black molded U.S. Arms or upholstered flip-up armrests
- Adjustable headrests
- Black or yellow corner AV grab rails
- Black or yellow top AV grab rails
- ABS plastic backs
- Mesh map pockets
- · Vertical stitching
- FTA foam
- Snack trays
- Aluminum folding footrests
- Pillow seat cushions
- · Rear row quick disconnect
- Side sliders
- 16", 18" or 19" wide seats available
- Rigid or reclining backrests
- Seat belts
 - Non-retracting seat belts
 - Retracting seat belts
 - USR (Under Seat Retractors)
- S3 Bio-Cushions (Made with vegetable oil)
- · A wide variety of cloths and vinyls
- S3 cloths (Made with recycled yarn)

We are constantly updating and improving our seats; therefore we reserve the right to change or modify specifications or materials without notice. All Freedman Seating Company seats meet or exceed FMVS standards.

ISO 9001:2000 registered

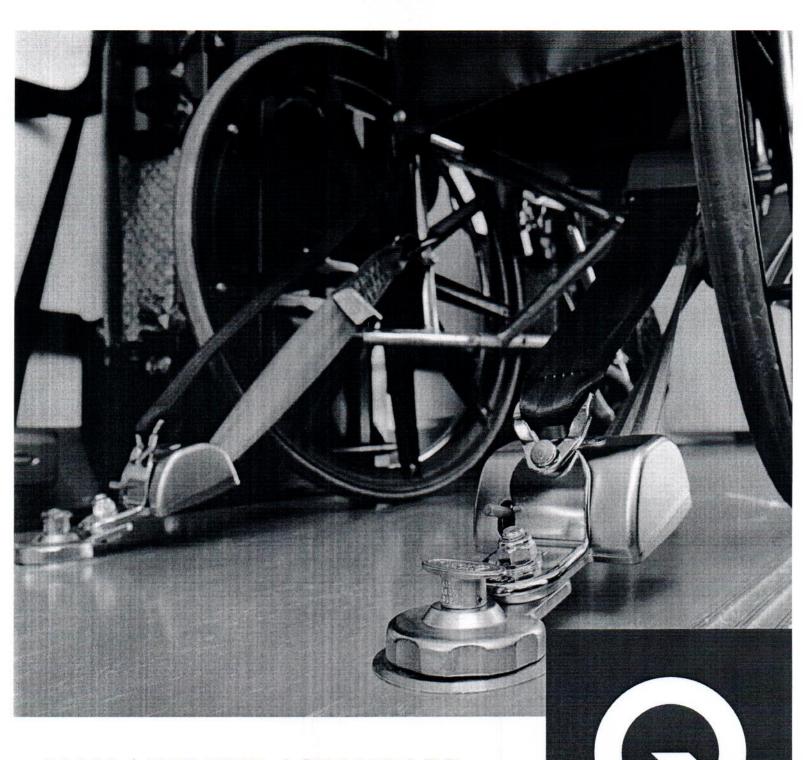


1070 SERIES DUAL PURPOSE SAFETY VENT II (TRANSIT, SHUTTLE OR COACH ONLY)

Combination roof vent/emergency exit with 5-position fresh air ventilation and a simple release handle to hinge open for emergency exit.

- Static vent with one-piece outer cover to minimize leaks
- Low profile
- Interchangeable with older Transpec models
- Sizes to fit different roof curvatures
- Optional outside release, alarm switch, adhesive sealant and reflective tape
- Bilingual decals

QRT-1 SERIES



MAX / DELUXE / STANDARD 4-POINT SECUREMENT WHEELCHAIR RETRACTORS

QRT-1 SERIES

The Securement System That Changed Everything

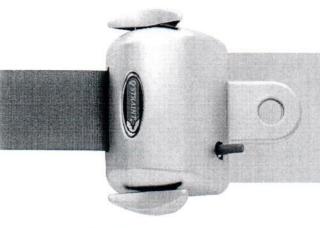
The original 4-point wheelchair securement system, QRT-1 Series retractors defined the way passenger safety devices are designed and tested.

With a range of 3 different options to fit every need and every budget, the QRT-1 Series of retractors offer easy to use, effective 4-Point securement of wheelchairs for virtually any vehicle application.



QRT MAX

FULLY AUTOMATIC, premium knobless retractor that allows for one-handed operation.



QRT DELUXE

SELF-LOCKING & SELF-TENSIONING retractor with ergonomic housing and dual tensioning knobs.





QRT STANDARD

SEMI-AUTOMATIC retractor that meets all industry standards and specifications.

More than 30 years ago, Q'STRAINT introduced the world's first fully integrated 4-Point wheelchair passenger securement system, now an industry standard the world over.

The QRT line of retractors are the linchpin of that system.





Every QRT retractor is fully ADA complaint, and meets or exceeds all standards and regulations, including:

- SAE J2249, ISO 10542.
- FMVSS 209, 302, 210, 222
- CMVSS 209
- CSA Z605
- and 30mph/20g crash testing

Anchorage Options

All QRT-1 Series Retractors are compatible with L-Track, L-Pockets and Slide 'N Click anchorages, or may be directly mounted to vehicle floors, seat legs or barriers.



L-TRACK / L-POCKETS

For kits that use L-Track or L-Pocket anchorages, QRT Series retractors feature our patented Positive Lock Indicator (PLI) that clearly indicates when the fitting is locked in the anchorage.



SLIDE 'N CLICK

For kits that include Slide 'N Click anchorages, QRT Series retractors feature a single-bolt SNC assembly and plunger that allows a full 360° rotation, eliminating anchorage alignment guesswork.

QRT-1 SERIES FEATURES COMPARISON

		MAX	DLX	STD	
	Knobless, One-Handed Operation. No knobs to interfere with wheels and footrests.	0	REST		
	Dual Tensioning Knobs. Provides additional tensioning if needed.		0	- HARAS	
	Single Tensioning Knob. Provides additional tensioning if needed.	The state of the s	學選問	0	
	Automatic, Self-Locking. Allows easy, one-handed hook-up.	0	0		
	Self-Tensioning. Retractors automatically take up 'slack'.	0	0		
	Positive Lock Indicator. Patented feature clearly indicates when fitting is locked in anchorage.	0	0	0	
	Interchangeable. Eliminates confusion: no right, left, front or rear locations.	0	0	0	
	Low Profile & Compact. Elimination of mounting bracket allows retractors to fit under most footrests.	0	0	0	
	Accommodates Larger Wheelchairs. Reduced overall length leaves more room for wheelchairs.	0	0		8 4
	Ultra-Durable. Hardened steel and coated zinc for maximum corrosion resistance.	0	0	0	
	Universal Design. Accommodates virtually all wheelchair designs, including scooters.	0	0	•	
Si di	J-Hook. Reduces twisting of belts and ensures proper securement for all wheelchair designs.	0	0	0	
	Foot Release Lever. Easy release eliminates the stress of bending down.	0	0	0	
_					THE R. P. LEWIS CO., LANSING



WWW.QSTRAINT.COM/QRT-1-SERIES

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Rocklea, Australia, QLD. 4106
Tel: +61 7 3892 2311
Fax: +61 7 3892 1819
Email: info@tramanco.com.au



Tie-Down Storage System

Tie-Down Storage System and Retrofit kits

- · Eliminates need for bulky storage bags or boxes
- Belts storage is quick and easy on the bottom of a Foldaway Seat
- Belts stay clean and easily accessible
- · Decreases wheelchair tie down time-belts are right there
- No belt storage on floor
- Less chance of lost belts
- · Works with standard "L" track fittings and the Q'Straint Slide n' Click
- Available on Freedman Seating AM and BV Foldaways
- TDSS Retrofit kit is simple and easy to install with basic hand tools and requires no drilling or welding

TDSS-L Option to have TDSS for "L" track

fittings on a foldaway

TDSS-LR Retrofit kit to add the TDSS for

"L" track fitting on a foldaway

TDSS-SC Option to have TDSS for

Slide n' Click fittings on a foldaway

TDSS-SCR Retrofit kit to add the TDSS for

Slide n' Click fittings on a foldaway

Not Just Seats



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Belts not included.



MILLENNIUM SERIES NL-2 WHEELCHAIR LIFTS

THE ONE-STOP-SHOP FOR ALL YOUR MOBILITY TRANSPORTATION NEEDS

Since 1963, BraunAbility® has been the trusted industry leader. Our wheelchair accessible vehicles and lifts are designed to meet your specific needs, with performance, safety, and reliability that will keep your fleet up and running day after day, year after year. With the most diverse product portfolio of any mobility vehicle company in the industry, BraunAbility delivers the right solution to every commercial mobility need.

NL-2 MILLENNIUM SERIES WHEELCHAIR LIFT

STANDARD FEATURES

- · 800-pound lifting capacity
- · NHTSA-compliant
- Fully automatic FMVSS 403-compliant lift, operated by an attendant
- · Interfaces with OEM interlocks
- · Long-lasting LED lift-mounted lights
- · Side or rear door application
- · Floor to ground lift heights up to 48"
- · Made in the USA

SAFETY FEATURES

- Locking mechanical Inboard Barrier (IB), powder coated yellow for safety and high visibility, prevents operation if occupied
- Visual and audible warnings alert both passengers and attendants to unsafe conditions
- Hydraulically activated outer barrier engages and locks before the platform leaves the ground
- · Dual handrails for security and convenience
- Pump design prevents platform folding when occupied

EASE OF USE FEATURES

- · Hand-held control box with illuminated functions
- Durable redesigned baseplate reduces lift weight, and allows for quicker and easier service
- Bridging feature permits the wheelchair user to board the lift from sidewalks
- · Equipped with an adjustable anti-rattle feature
- Lift-Tite™ system stows the lift platform securely while the vehicle is in transit
- Pump module with removable cover offers easy access to all components
- Integrated back-up pump

BRAUNABILITY'S UNRIVALED SERVICE

Every BraunAbility® commercial mobility product comes with our team of commercial mobility experts. They will work to find the ideal mobility transportation solution, no matter the requirements, complexity, or scale. And after you make a purchase, they will continue to work just as hard to offer you all the service and repair support you need.

The Millennium 2 Series Wheelchair Lift from BraunAbility

With dual hydraulic lift arms, and a design that has withstood the test of time, the Millennium Series offers all the benefits and quality of a BraunAbility wheelchair lift in a streamlined, economical package. The simplified electrical system offers trouble-free operation, while the hydraulically activated outer barrier keeps the wheelchair safely and securely on the wheelchair lift platform throughout the lifting cycle.



The Millennium 2 Series also features new and improved inboard barriers, baseplates, vertical channels, and lower parallel arms for a more rigid and stable ride.

BraunAbility offers several models of the Millennium 2 Wheelchair Lift to address the right application, including usable platforms of 33" x 51", 34" x 51", 34" x 54" and 37" x 51". The models also vary based on the placement of the front or rear pump module, the lifting capacity (800 pounds), and the overall floor-to-ground lift height (up to 48"). The Millennium 2 Wheelchair Lift is available with or without the handrail belt. See your BraunAbility dealer or braunability.com for lift models available for your specific application.





631 West 11th Street • Winamac, IN 46996 1-800-488-0359 www.braunability.com/commercial

All illustrations, descriptions and specifications in this brochure are based on the latest product information at the time of publication.

BraunAbility reserves the right to make changes at any time without notice.

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Section 3.39 - Training Letter of Understanding

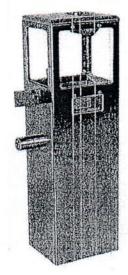
3.39 TRAINING

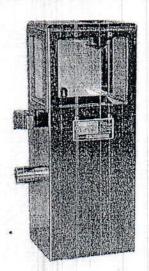
The Vendor shall, at its own expense conduct two (2) one day training sessions at two different locations between the hours of 8:00 a.m. to 5:00 p.m. Dates will be mutually agreed upon, with the option of additional training days, if necessary. The Division will arrange a venue and registration. The vendor will provide one or more qualified instructor(s) and materials. Instructors shall conduct schooling sessions which shall be designated to instruct the Recipient Agency's in-house driver training staff in proper and safe on-road operation of the vehicle, in operating characteristics and limitations of the vehicle, and identification and proper operation of all driver's controls. Instructors shall also conduct training sessions for maintenance instructors and qualified mechanics to give thorough and proper training in the maintenance and repair of all operating systems of the vehicle including: (1) power train, (2) electrical system, (3) heating, ventilation and air conditioning system, (4) braking and air system, and (5) wheelchair lift and securement systems. The Vendor shall also provide visual and other teaching aids for use by each Recipient Agency's own staff.

Bus Service Inc acknowledges, understands, and agrees to the terms listed in the Training section above.



MODEL SV MODEL XV





Model SV Features

MOG	61 XA	realure
	6.	5"

6.5"	Cabinet Width	6.5"
5.5"	Cabinet Depth	5.5"
22.5"	Cabinet Height	16.75"
14.5 lbs	Cabinet Weight	12.5 lbs
6.39"	Vault Wlath	6.39"
5.28"	Vault Depth	5.28"
11"	Vault Height	6"
7.39 lbs	Vault Weight	5 lbs
\$400	Vault Capacity	\$200
0.00	(approximately-mixed)	
21.8 lbs	Total Unit Welaht	17.5 lbs

These units are constructed using Heavy Duty stainless steel and aluminum castings. The Model SV and the Model XV each use a three lock, High Security system by Medeco. The clear viewing windows are made of scratch and breakage resistant Lexan. The 12 Volt DC night light allows for easy viewing in dim to dark conditions. This unit accepts the dollar bill, coins, tokens, passes & other similar fare media. Diamond has designed the Model SV and the Model XV to be mounted to a stanchion or floor stand.

The Model SV and the Model XV are rugedly built with very little maintenance needed. Diamond supplies a one year warranty against all defects

TRANSIGN®

YOUR DESTINATION BEGINS HERE



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.



STANDARD FEATURES

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

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.



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



YOUR DESTINATION BEGINS HERE

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 ⅓	9 ½ x 64 ½ x 2 ⅓
LD16128	16 x 128	6 ½ x 50 ½	9 ¹ / ₂ x 52 x 2 ³ / ₈
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 1/8	9 ½ x 39 3/8 x 2 3/8
LD1680	16 x 80	6 ½ x 31 ½	9 ½ x 33 x 2 3/8
LD1632	16 x 32	6 ½ x 12 ¾	9 ½ x 14 x 2 3/8
LD12112	12 x 112	4 ⁷ / ₈ x 44 ¹ / ₈	8 x 45 ³ / ₄ x 2 ³ / ₈
LD1280	12 x 80	4 ⁷ / ₈ x 31 ⁵ / ₈	8 x 33 ½ x 2 3/8
LD1232	12 x 32	4 3/4 × 12 3/4	8 x 14 x 2 ³ / ₈
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 1/4 x 25 1/4	6 3/8 x 26 3/4 x 2 3/8

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

REI



AUDIO/VIDEO EQUIPMENT

COMPLETE ELECTRONIC SOLUTIONS FOR TRANSPORTATION

PA systems

One-and Two-Channel PA Amplifiers





Front View

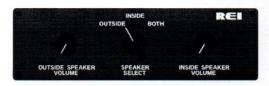
Back View

RADIO ENGINEERING IND

- · 8"L x 3.125"W x 1.75"H
- · Two microphone inputs
- · 50-watt power output
- · XLR priority microphone input overrides Mini-Fit™ secondary microphone input
- · Volume control and AUX audio input (one-channel)
- Separate internal/external volume control and AUX audio input with speaker selectability (two-channel)
- · Approved OEM standard option equipment

Two-Channel Transit PAs

With Remote-Mount Volume Control Panel



- · 8"L x 2.375"W
- Remote panel-mounted internal and external volume control



Front View



Back View

- · 8"Lx 3.125"W x 1.75"H
- Two microphone inputs
- AUX audio input

- · 4.16"L x 8"W x 1.88"H panel
- · 12/24 volt/50-watt power output
- · Single microphone input with priority control* (Mini-Fit™ connector)
- · Internal microphone with AUX microphone input
- · Internal and external speaker volume controls
- Approved OEM standard option *Microphone not included



ECHO PAs

And Voice-Record Dash Model





Panel-Mounted PA

- · 7"L x 2"H panel
- · 12-volt/40-watt power output
- Single channel
- Two microphone inputs with priority control* *Microphone not included

Panel-Mounted PA Systems

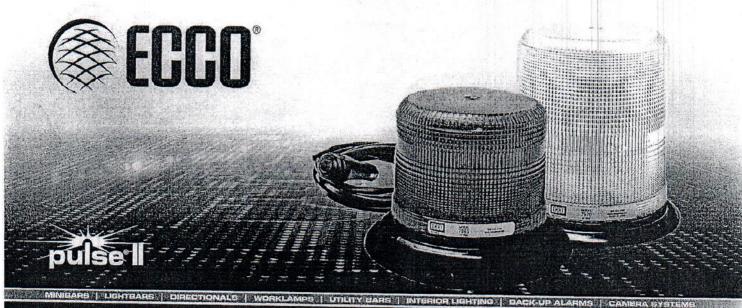
- · 12-volt/25-watt power output
- · Single channel
- · Volume control
- Interior/exterior speaker selection (not included on 7"L x 2"H panel)











7965 SERIES SAE Class | LED

The 7965 Series beacon combines all the major benefits of the latest LED technology with a traditional, strobe style housing at a price point comparable to a strobe. Available in either 5" or 7" height profiles, the 7965 is suitable for a wide range of applications • where a high-intensity SAE Class I light is required. The 7965 features 12-24VDC operation and 11 flash patterns that produce an attention-getting warning signal. Each unit is backed by a 2-year warranty.



To view a 7965 / 7970 Series product video, scan with any QR code reader app

Or visit YouTube.com/ECCOSafety

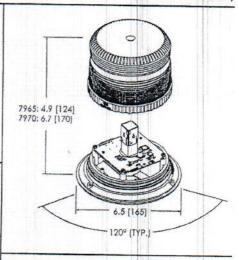
Models

PART NO.	VOLTAGE	AMPS	PROFILE	COLOR	MOUNT
7965X	12-24	3.6	5"	Choose	3 Bolt Flange/1" Pipe
7965X-VM	12-24	3.6	5"	Choose	Vacuum Magnet
7970X	12-24	3.6	7"	Choose	3 Bolt Flange/1" Pipe
7970X-VM	12-24	3.6	7"	Choose	Vacuum Magnet

Replace X in part number with desired color: A = amber, B = blue, C = clear, G = green, R = red

Features and Benefits

- 11 flash patterns
- · Aluminum base, polycarbonate lens
- Switched cigarette plug adapter (vacuum-magnet models)
- Rechargeable battery powered model available in amber
- SAE J845 Class I (A & C only)
- SAE J845 Class II (B only)
- Temperature Range: -22°F to +122°F (-30°C to +50°C)
- · Warranty: 2 years



Parts & Accessories

· Lenses:

7965 - R6050LX

7970 - R6070LX

Replace X in part number with desired color: A = amber, B = blue, C = clear, G = green, R = red

HDCOPILOTCAM 1080P Dual Windshield Camera AngelTrax













CAMERA FEATURES >>

Mounted to the inside of the vehicle's windshield, the HDCOPILOTCAM Dual Windshield Camera features two built-in, wide-angle HD lens cameras: one capturing an exterior view of the front of the vehicle, the other an interior view of the driver and passengers. Advanced in-cab audio and infrared technology also help ensure a definitive account of what really happens on the road and in the cab, day or night. The HDCOPILOTCAM is compatible with all current Vulcan™ Series HD/IP MDVRs.

HDCOPILOTCAM INTERIOR EXTERIOR - 2.1mm - Shorter Focal Length - Super Wide Angle - 125' Horizontal FOV - 125' 125' - 125' - 125'

HDCOPILOTCAM TECH SPECS

INTERIOR FACING CAMERA

- · 2.1mm focal length
- 1/2.7* Aptina CMOS Image Sensor
- Recorded in 2.12MP resolution
- 125 degree field of view
 Minimum illumination:
- 0.05Lux/F1.8; OLux with infrared
- . 6 IR LEDs
- · Built-in high sensitivity microphone

EXTERIOR FACING CAMERA

- · 2.1mm focal length
- 1/2.7* Aptina CMOS image sensor
- Recorded in 2.12MP resolution
- 125-degree field of view

IMAGE FRAME RATE

· 1920 x 1080 @ 30fps

IMAGE CONTROL

- · Digital Wide Dynamic Range (DWDR)
- Auto Tracking White Balance (ATW): (1,800°K ~ 10,500°K)
- Automatic Gain Control (AGC)
- 2D/3D noise reduction



For full camera specifications, visit angeltrax.com/camera/hdcopilotcam-series



125° exterior view



High-Definition Mobile Video Surveillance Solutions

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angeltrax.com 800.673.1788



ISSUE DATE.: EXPIRY DATE.: 03/04/2021

PREPARED FOR:

BILLING DETAILS	SHIPPING DETAILS
Prime-Time Specialty Vehicles Don Kovalski STATE OF WV - Passenger Type Rear Tire Van (Non-Raised Floor) CRFQ 0805 PTR2100000008	Prime-Time Specialty Vehicles Don Kovalski STATE OF WV - Passenger Type Rear Tire Var (Non-Raised Floor) CRFQ 0805 PTR2100000008
56616 Elk Park Dr	56616 Elk Park Dr
Elkhart, IN 46516	Elkhart, IN 46516
574-293-9191	574-293-9191
don@primetimesv.com	don@primetimesv.com

PREPARED BY: Dave Breslin

Great Lakes Sales Executive

119 South Woodburn Drive Dothan, AL 36305 Cell: 574.292.4305

Corporate Office: 1.800.673.1788 dave.breslin@angeltrax.com

Dark R Bush

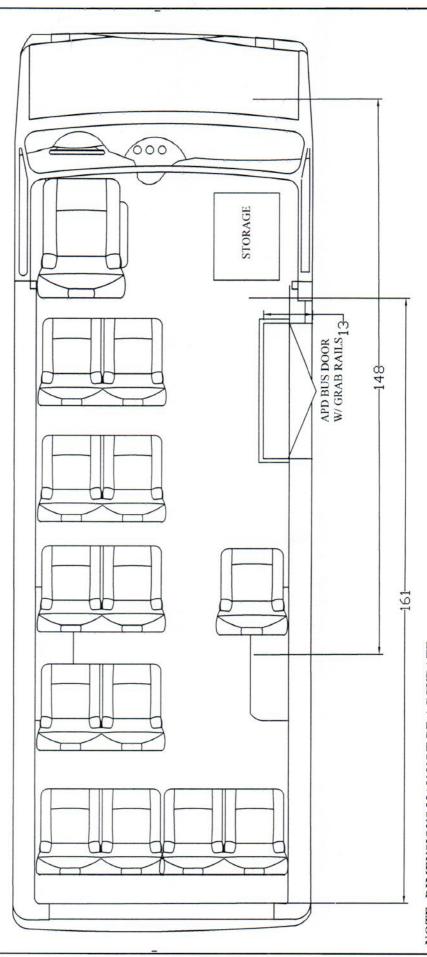


IODEL A DECES				
MODEL & DESCRIPTION		QTY	UNIT PRICE	TOTAL PRIC
	STATE OF WV - Passenger Type Rear Tire Van (Non-Raised Floor) CRFQ 0805 PTR2100000008			
	AcrelTon Mill Others & Co.	1		
	AngelTrax VULCANV12 Mobile Digital Video Recording System (System Contents and Product Descriptions Listed Below)			
	VULCANV12			
	Vulcan Series 12 Channel HD/IP Mobile Digital Video Recorder 12 Channels with 8 Channels D1, WD1, 720P, or up to 1080P + 4 Channels IP up to 1080P 1TB Platter Hard Drive Built-in Wi-Fi Module Built-in G-Force Sensor Vandal-Resistant Locking Front Cover Panic Button H.264 Compression			
GOOD OF THE	SD64GB	1		
\$ 4 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	We recommend the use of storage media provided only by AngelTrax for our recording devices. AngelTrax hard drives and SD cards are optimized for around-the-clock video surveillance and are designed to withstand extreme temperatures. Standard hard drives and SD cards purchased through consumer resellers are not made for surveillance devices and have been known to stop functioning at any time without warning, causing a loss of video.			
	VULPBH	1		
	Vulcan Series Panic Button Housing PC color		1000	
1		- Principal Control of		



PRIME TIME SV FLOOR PLAN

350 EL PSV-314 FORD TRANSIT



NOTE: DIMENSIONS MAY NOT BE ACCURATE THIS DRAWING IS FOR ILLUSTRATION PURPOSES ONLY.

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IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER
CONTRACT WITH, OR PROPOSALS SUBMITTED BY PRIME
TIME SV.

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ASSA

DAG NO. SHEET

PRIME-TIM!

Weight Certification

SAMPLE

Date: 03/05/2021

Dealer:

West Virginia Bid

Prod#

SAMPLE

Vin#

SAMPLE

Floor Plan#

PSV-314

SEATS

LF Weight:

1,775

Front:

1

RF Weight:

1,775

Rear:

13

14

RR Weight:

1,800

Total:

Vehicle Type: MPV

LR Weight:

1,842

G.V.W.R. Weight:

10,360

Notes:

Curb Weight:

7,192

Add Fuel (150lbs)

7,342

Useable Weight:

3,018

Tire Size:

195/75R16C

Front Tire KPA:

460

Front Tire PSI:

67

Rear Tire KPA: _

390

Rear Tire PSI:

57

Spare Tire KPA:

460

Spare Tire PSI:

PRIME-TIME

Weight Certification

SAMPLE

Date: 03/05/2021

Dealer:

West Virginia Bid

Prod#

SAMPLE

Vin#

SAMPLE

Floor Plan#

MTR-311-1-C

SEATS

Front:

1

LF Weight:

1,770

Rear:

10

RF Weight:

1,770

T-4-1

11

RR Weight:

1,900

Total:

Vehicle Type: MPV

LR Weight:

1,940

G.V.W.R. Weight:

10,360

Notes:

Curb Weight:

7,380

Add Fuel (150lbs)

7,530

Useable Weight:

2,830

Tire Size:

195/75R16C

Front Tire KPA:

460

Front Tire PSI:

67

Rear Tire KPA:

390

Rear Tire PSI:

57

Spare Tire KPA:

460

Spare Tire PSI:



Weight Certification

SAMPLE

Date: 03/05/2021

Dealer:

West Virginia Bid

Prod#

SAMPLE

Vin#

SAMPLE

Floor Plan#

MTR-309-2-B

SEATS

Front:

1

LF Weight:

1,820

Rear:

8

RF Weight:

1,820

9

RR Weight:

1,775

Total:

Vehicle Type: MPV

LR Weight:

1,865

G.V.W.R. Weight:

10,360

Notes:

Curb Weight:

7,280

Add Fuel (150lbs)

7,430

Useable Weight:

2,930

Tire Size:

195/75R16C

Front Tire KPA:

460

Front Tire PSI:

67

Rear Tire KPA: 1

390

Rear Tire PSI:

57

Spare Tire KPA:

460

Spare Tire PSI:

Manufacturer: Prime-Time Specialty Vehicles, 56616 Elk Park Dr, Elkhart, IN 46516

Model: Med-Transit (manufactured on Ford Transit chassis)

Front A/C Description: Ford OEM (refer to full Ford chassis specs provided in Supporting Documentation section of submission)

Rear A/C Description: Ford OEM (refer to full Ford chassis specs provided in Supporting Documentation section of submission)



56616 Elk Park Dr. Elkhart, IN 46516

> Reviewed/Revised Through Year 2024

To all approved organizations,

Please be advised that Prime Time Specialty Vehicles Inc. meets or exceeds all C/FMVSS guidelines. These guidelines are for vehicles produced weighting under 14,000 Lbs. GVWR. Depending on specific applications in which would be classified as a: Truck, MPV, or Bus.

•	C/FMVSS 101	C/FMVSS 203
•	C/FMVSS 102	C/FMVSS 204
•	C/FMVSS 103	C/FMVSS 205
•	C/FMVSS 104	C/FMVSS 206
•	C/FMVSS 106	C/FMVSS 207
•	C/FMVSS 108	C/FMVSS 208
•	C/FMVSS 108.1	C/FMVSS 209
•	C/FMVSS 110	C/FMVSS 210
•	C/FMVSS 1H	C/FMVSS 210.1
•	C/FMVSS 113	C/FMVSS 210.2
•	C/FMVSS 114	C/FMVSS 212
•	C/FMVSS 115	C/FMVSS 213.4
	C/FMVSS 116	C/FMVSS 214
•	C/FMVSS 118	C/FMVSS 215
	C/FMVSS 120	C/FMVSS 216
•	C/FMVSS 124	C/FMVSS 219
•	C/FMVSS 126	C/FMVSS 220
•	C/FMVSS 135	C/FMVSS 301
•	C/FMVSS 201	C/FMVSS 301.1
•	C/FMVSS 202	C/FMVSS 301.2
•	C/FMVSS 302	C/FMVSS 305
•	C/FMVSS 1106	C/FMVSS 217
	C/FMVSS 226	

• All other C/FMVSS regulations or sub-regulation codes that are not presently shown on this list are deemed compliant.

David L. Moore

President
Prime-Time Specialty Vehicles Inc.
56616 Elk Park Drive
Elkhart, IN 46516 USA



Ref: Made in America – Buy America Certificate To Whom It May Concern,

Prime-Time Specialty Vehicles Inc. is a second stage, and final stage manufacturer on several vehicles chassis. All of our products are produced at 56616 Elk Park Dr. Elkhart, In. 46516. After completion and recertification these vehicles are shipped directly to our customers. Please see the material list found below which we install is 92% American made.

 1/4" and 5/8" Plywood all Birch 	Montana	5. %
 Owens Corning Insulation 	Ohio	1. %
• Carpet	Georgia	4. %
 Altro Vinyl Flooring 	California	6. %
 All Fabrics and Vinyl 	No. Carolina	3.5%
 All Plastic Interior Parts 	Indiana	10.4%
 All Wiring misc. locations 	All USA	3. %
 Grade 8 Hardware 	USA, Taiwan	(8.%)
 Braun/ Ricon Lifts 	Indiana/CA.	20.%
 Q-Straint Chair Belts 	Florida	2.1 %
 Rear Air /Heat units 	Indiana	15.%
 All Steel Products 	Indiana	5. %
 Freedman Seating 	Illinois	25.%
1		0.204

Total

92%

Thank You,

David L. Moore President Prime-Time Specialty Vehicles Inc.



Ford Motor Company

Is proud to recognize

Prime-Time

as a participant in the

Transit Bus

Qualified Vehicle Modifier Program



Richard D. Cupka - SVE Quality Programs Mgr.

May, 2017



Federal Transit
Administration

Headquarters

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

February 16, 2021

Bradley Moore, DBELO Prime-Time Specialty Vehicles, Inc. 56616 Elk Park Drive Elkhart, IN

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

Dear Mr. Moore:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Prime-Time Specialty Vehicles, Inc'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 June 1, 2021. This report should reflect all FTA-funded contracting activity for the first period of FY 2021 (i.e., from September 1 to March 31).

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,

Program Manager

Office of Civil Rights

PROVIDED WARRANTIES



Warranty

Basic

36 months/36,000 miles

Corrosion Perforation

60 month/unlimited mileage

Powertrain

60 month/60,000 miles

Roadside Assistance

60 month/60,000 miles

QUICK REFERENCE: WARRANTY COVERAGE

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

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

- · years in service
- · miles driven



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

For more details on coverage, see:

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

WHAT IS COVERED?

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

- your Ford vehicle is properly operated and maintained, and
- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. Ford provides the New Vehicle Limited Warranty only to remedy manufacturing defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 13-16. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 16 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to

the **Engine**: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump; Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts (front and rear); Front-Wheel Drive: axle shafts, front bearings, seals and gaskets, universal and constant velocity joints; Rear-Wheel Drive: axle shafts, rear bearings, center support bearing, drive axle housing (including all internal parts), drive shaft, retainers, supports, seals and gaskets, universal and constant velocity joints. Four-Wheel/All-Wheel Drive: axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints.

- (2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.
- (3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. If aluminum body panels have corrosion or rust damage, and the damage is not the result of abnormal usage, vehicle accident, customer actions and/or extreme environmental conditions, the corrosion or rust damage repairs are covered for 5 years, unlimited miles. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.
- (4) Your vehicle's direct injection diesel engine and certain engine components are covered during the Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust

manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator or frame mounted fuel filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, high pressure fuel injection pump assembly, injectors, injection pressure sensor, fuel rail pressure sensor, exhaust back pressure regulator and sensor, exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

(5) The electrical drivetrain system of your vehicle is covered by the Hybrid & Electric Vehicle Unique Component coverage for eight years or 100,000 miles, whichever comes first. The components in the electrical drivetrain system of your vehicle will vary, depending on whether your vehicle is a hybrid, plug-in hybrid, but you can rest assured knowing that your vehicle's electrical drivetrain system is covered by this comprehensive warranty. Depending on your vehicle, electrical drivetrain system components covered by this warranty may include, and are not limited to: high-voltage battery, high-voltage battery connector, battery energy control module (BECM), on-board charger, inverter system controller (ISC), DC/DC converter, hybrid continuously variable transmission or electric driveline motor and transmission range sensor. If an electrical drivetrain system component requires replacement under warranty, it may be replaced with a new, factory remanufactured, or factory refurbished component, at Ford's discretion. Refurbished battery components selected for your vehicle will align with your vehicle's age and mileage, and meet Ford's stringent requirements and standards. (see "Note: High-Voltage Battery Gradual Capacity Loss" below).

Note: High Voltage Battery Gradual Capacity Loss

The high voltage battery will experience gradual capacity loss with time and use, similar to all batteries, which is considered normal wear and tear. Loss of battery capacity due to or resulting from gradual capacity loss is NOT covered under the New Vehicle Limited Warranty. See your Owner's Manual for important tips on how to maximize the life and capacity of the high voltage battery.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 19-35.

If you own or lease a 2021-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida and New York.

Over the Air (OTA) Updates

During the warranty coverage period, Ford Motor Company warrants that:

 you will not be charged for diagnosis, repair, replacement, or adjustment of components that are damaged or inoperable due to a defect caused by an OTA update

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- · theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- · customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into any component. i.e. powertrain components
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

(Plug-InVehicles only) - The New Vehicle Limited Warranty does not cover: damage to the 120V convenience cord caused by misuse of the cord. Always use the convenience cord in a manner that conforms to the directions found in the Owner's Manual.

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

 alterations or modifications of the vehicle, including the body, chassis, electronics or their components, after the vehicle leaves the control of Ford Motor Company

- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part or software (other than a certified emissions part or software) or any part or software (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips".

Your vehicle may allow, enable or facilitate the use of certain non-Ford Motor Company software. Ford is not responsible for the functionality of such software. Ford may disallow, discontinue or modify your ability to use such software at any time without prior notification or incurring any warranty or other obligation. Non-Ford Motor Company software may be governed by End User License Agreement or warranty provided by the software provider. For Ford Motor Company software see End User License Agreement found in the Owner Manual.

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- · dings, dents
- cuts, burns, punctures or tears
- · road salt
- · tree sap, bird and bee droppings
- · windstorm, lightening, hail
- earthquake
- · freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (whichever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- · oil changes
- oils, lubricants, other fluids
- · oil/air filters
- tire rotation/inflation
- cleaning/polishing

- · clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*
- * Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:
- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions, such as failure to provide proper installation environment. The New Vehicle Limited Warranty does not cover repairs for certain damage or loss, such as:

- · Loss of personal recording media, software or data
- · Loss, change, or discontinuation of functionality because of:
 - system updates to Ford Motor Company software or lack of compatibility with non-Ford Motor Company electronic devices
 - · non-Ford Motor Company software, or
 - · obsolescence of vehicle software or hardware
 - · lack of network coverage or availability

- · Damage caused by:
 - · abnormal use such as insertion of foreign objects, fluid spillage
 - · unauthorized modification to alter functionality or capability
 - computer or internet viruses, bugs, or malware, such as worms, Trojan Horses, cancelbots
 - installation of unauthorized software, peripherals and attachments
 - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
 - the defective function or obsolescence of your cellular phone or digital media device (for example, inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 40)

- aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.
- high-voltage battery replacement due to improper vehicle storage.
 Refer to the Owner's Manual for the proper ways your vehicle's battery must be maintained in the event the vehicle is not driven or is stored for an extended period of time.
- The Lithium-ion battery (EV battery) will experience gradual capacity
 loss with time and use (similar to all lithium-ion batteries), which is
 considered normal wear and tear. Loss of battery capacity due to or
 resulting from gradual capacity loss is NOT covered under the New
 Vehicle Limited Warranty. See your Owner's Manual for important tips
 on how to maximize the life and capacity of the Lithium-ion battery.

4. In addition ...

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles of the disablement
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurrences in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- 12V Battery jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winch out services: includes pulling a vehicle within 100 feet of a paved or county maintained road. No recoveries.

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by another Ford warranty, Ford will provide a refund for the tow charge under the other warranty, through the dealership.

For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.

Ford Rent-A-Car (FRAC) and Dealer Daily Rental (DDR) vehicles that must be towed because a covered repair failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

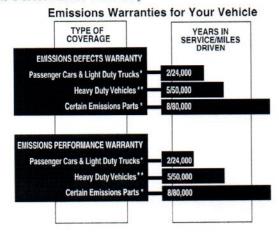
Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- · Emissions Defects Warranty
- · Emissions Performance Warranty



- Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)
 Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500
- ** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWH) up to 19,500 pounds gross vehicle weight rating (GVWH). Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:

- ➡ Emissions Defect Warranty (page 20)
- ➡ Emissions Performance Warranty (page 21)
- **→ What is Covered?** (pages 22-24)
- → What is Not Covered? (page 24)

NOTE: Fully-electric vehicles are not eligible for any emissions warranties described in this booklet.

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. A list of emission-related parts can be found in **What is Covered?** on pages 22-24.

The warranty coverage period for:

- The emissions defects warranty coverage period for passenger cars and light duty trucks (applies to vehicles up to 8,500 pounds GVWR) is as follows:
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emissions control unit, and onboard emissions diagnostic devices, including the Battery Energy Control Module (BECM).
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts. (Note: Ford's 3-year, 36,000-mile bumper-to-bumper coverage, as described above, surpasses this mandatory federal coverage.)
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
 - The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty.
 - Only for HDVs <u>not</u> designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label: The 5 year/50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.
 - Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label: Tire defects that affect compliance with emission standards are covered for 2 years or 24,000 miles, whichever comes first.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the Owner's Manual and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- · Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars and light duty trucks (applies to vehicles up to 8,500 pounds GVWR) is as follows:
 - 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emissions control unit, and onboard emissions diagnostic devices.
 - 2 years or 24,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
 - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED? below for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

EXTERIOR COLOR	EXTERIOR COLOR CODE Cargo Van		Crew Van	Passenger Van XL	Passenger Van XLT	Cutaway	Chassis
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★Kapoor Red	AW		•		• 111		





















Conversion Location of Proposed Van:

Prime-Time Specialty Vehicles 56616 Elk Park Drive Elkhart, IN 46516 Tel: 866-785-9191

List of Five (5) Customers whom we have provided similar equipment:

1) Central Ohio Transit Authority 33 N. High St Columbus, OH 43215 Tel: (614) 228-1776 dinanka@cota.com

 Ohio Department of Transportation 1980 W. Broad St Columbus, OH 43223 Tel: (614) 644-8243 <u>christopher.craves@dot.ohio.gov</u>

3) Ohio Department of Administrative Services 4200 Surface Rd Columbus, OH 43228
Tel: (614) 728-1826
ashley.stauffer@das.ohio.gov

4) SHARE 101 Jackson Hole Dr Blacklick, OH 43004 Tel: (614) 749-9084

ryan@ridewithshare.com

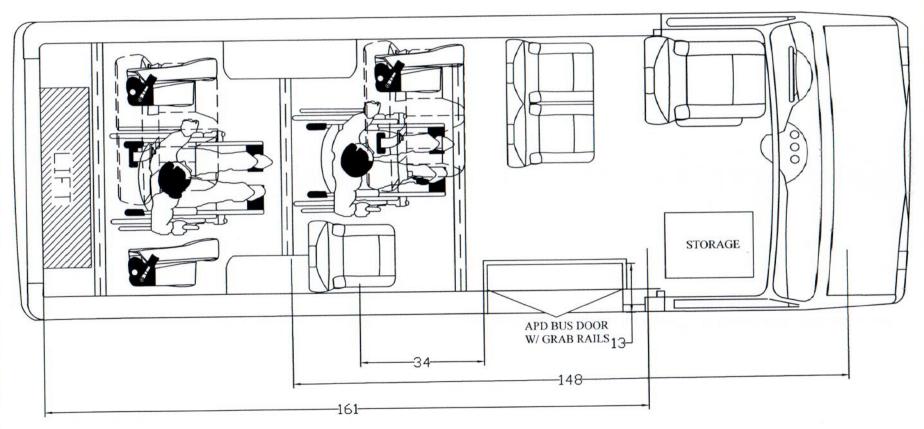
5) Columbus Center for Human Services 540 Industrial Mile Rd Columbus, OH 43228 Tel: (614) 641-2900 information@cchs-col.org

FLOORPLANS



PRIME TIME SV FLOOR PLAN

FORD TRANSIT 350 EL MTR-309-2-B



NOTE: DIMENSIONS MAY NOT BE ACCURATE THIS DRAWING IS FOR ILLUSTRATION PURPOSES ONLY.

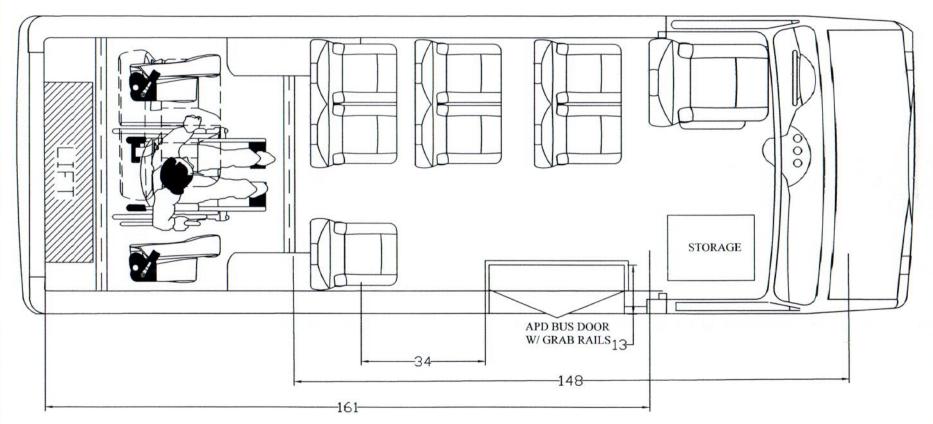
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PRIME TIME SV FLOOR PLAN

FORD TRANSIT 350 EL MTR-311-1-C



NOTE: DIMENSIONS MAY NOT BE ACCURATE THIS DRAWING IS FOR ILLUSTRATION PURPOSES ONLY.

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WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- · Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Battery Energy Control Module (BECM)
- Brake Hydraulic/Electric Control Assembly (Plug-in Hybrid vehicles only)
- Brake Vacuum Pump (Plug-in Hybrid vehicles only)
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Charger and Bracket Assembly High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Converter and Bracket Assembly High Voltage to Low Voltage (Hybrid and Plug-in Hybrid vehicles only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)

- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/ Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- · Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Door Sensor (Hybrid and Plug-in Hybrid vehicles only)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Heating Element of Back Window (3.0L diesel F-150 only)
- High Voltage Battery (Hybrid and Plug-in Hybrid vehicles only)
- HVAC Controller (Plug-in Hybrid vehicles only)
- Ignition Coil and/or Control Module
- · Intake Manifold

- Intercooler Assembly -Engine Charger
- Inverter System Controller (Plug-in Hybrid vehicles only)
- Jumper Assembly Charge Inlet to Charger (Hybrid and Plug-in Hybrid vehicles only)
- Jumper Assembly DC/DC Converter to High Voltage Panel (Hybrid and Plug-in Hybrid vehicles only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- Module and Bracket Assembly Transmission Inverter Control (Hybrid and Plug-in Hybrid vehicles only)
- Motor Electronics Coolant Pump (Plug-in Hybrid vehicles only)

* Includes hardware and emissions related software changes only

PCV system and Oil Filler Cap

- Onboard Charger (Plug-in Hybrid vehicles only)
- · Secondary Air Injection System
- · Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Assembly (Plug-in Hybrid vehicles only)
- Transmission Auxiliary Oil Pump (Plug-in Hybrid vehicles only)
- Transmission Fluid Temperature Sensor (Plug-in Hybrid vehicles only)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- · Vacuum Distribution System

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until: (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by the emissions performance warranty. For questions about emission-related parts, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 13-16.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

U.S. Environmental Protection Agency Office of Transportation and Air Quality Compliance Division, Light-Duty Vehicle Group Attn: Warranty Complaints 2000 Traverwood Drive Ann Arbor, MI 48105 Email: complianceinfo@epa.gov

PRIME TIME SPECIALTY VEHICLES OWNER PROTECTION PLAN

3 YEAR / 36,000 MILE LIMITED BUMPER TO BUMPER WARRANTY

Prime-Time SV warrants, to the original consumer, that products will be of defects in materials and/or workmanship for a period of 3 years or 36,000 miles from the original date of purchase, whichever comes first. If items are found to be defective a replacement part will be supplied and warranted for only the unexpired portion of the original warranty. This warranty will be voided if the product is rendered inoperable or damaged by accident or incident; unreasonable or improper use; lack of maintenance; unauthorized repair, modification, disassembly, or other changes unrelated to materials or workmanship. This warranty also excludes normal wear and tear items as follows; tires, non-skid surfaces on all step plates, fuses, batteries, light bulbs, floor mats, and general cleaning and maintenance of the dvd player.

This warranty applies to Prime-Time SV products sold in the United States or Canada. Warranty protection for vehicles sold and operated outside these areas may differ, and warranty terms should be confirmed with the selling dealer or distributor. Your authorized Prime-Time SV dealer will make necessary warranty repairs to your vehicle at no charge for parts or labor. A reasonable time must be allowed for repair work after taking the vehicle to the servicing dealer. Parts and labor for required or normal maintenance are not included under warranty.

If you are in the area where there are no authorized Prime-Time SV dealers or component service centers within a reasonable radius, as determined by Prime-Time SV considering the nature of the problem, service may be obtained at a mutually accepted alternate service point. However, authorization to have work performed must be first obtained from Prime-Time SV at 866-785-9191. Such authorization does not constitute endorsement of the service point, its work, or any replacement components involved not supplied or otherwise used by Prime-Time SV.

WHAT IS NOT COVERED?

This warranty does not cover consequential damages or economic loss. This includes, without limitation loss of use of the vehicle, lodging bills, expense for alternate transportation, loss of income, or the cost of bringing the vehicle to the service point. This warranty also excludes tires, non-skid surfaces on all step plates, fuses, batteries, light bulbs, floor mats, and general cleaning/maintenance of electronic equipment. This warranty does not apply to dings, scratches, dents, stone chips and/or abrasions, or damages caused by accidents, improper or abrasive detergents or waxes, unauthorized alterations or repairs, industrial omissions of volatile or corrosive substances, acid rain, automatic car washes and/or paint sealant is applied before the paint is fully cured.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THIS VEHICLE IS LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

Some states do not allow limitations on how long an implied warranty will last, so the above limitation may not apply to you. This is the only express warranty applicable to Prime-Time SV. Prime-Time SV does not authorize any person to create for it any other obligation or liability in connection with this vehicle. The performance or repairs and needed adjustments are the exclusive remedy under this written warranty or any implied warranty. This warranty gives you specific legal rights, which vary from state to state. To validate this warranty, a properly completed Retail Delivery/Warranty Registration form signed by you, and the selling dealer, must be sent to Prime-Time SV at the address shown on the form within 7 days of the retail delivery.

PRIME-TIME SPECIALTY VEHICLES, INC.
56616 ELK PARK DRIVE
ELKHART, IN. 46516
PHONE-574-293-9191-TOLL FREE-866-785-9191-FAX-574-293-3159

Braun® Limited Warranty

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

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:

- 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

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.

LIMITED WARRANTY

Q'STRAINT provides limited warranty coverage on Q'STRAINT products (the "Products") as described in this Limited Warranty. For customers in the U.S.: this warranty gives you specific legal rights; you also may have other rights, which vary from state to state. For customers in the European Union: the purchaser may have additional legal rights under applicable national legislation governing the sale of consumer goods, and those rights (if applicable) are not affected by this warranty.

COVERED PRODUCTS AND LIMITATIONS:

Q'STRAINT's limited warranty coverage applies only to factory defects in materials and workmanship in the Products as follows:

- QUANTUM 3 years* or 10,000 cycles.
- Q'POD, QRT-3 Series, QRT-5 Series 5 years* limited warranty coverage.
- QRT Max, QRT Deluxe, QLK-150, Q'UBE 3 years* limited warranty coverage.
- QRT Standard, Q-5000, M-Series, QLK-110, INQLINE, INQLINE Loader 2 years* limited warranty coverage.
- All other Products 1 year limited warranty coverage.
 *Only valid if product is registered with Q'STRAINT. Otherwise a 1 year limited warranty applies to all products.

Each of the warranty coverage periods runs from the date the Products are shipped from Q'STRAINT, and applies only to warranted defects that first manifest themselves and are reported to Q'STRAINT within the applicable warranty period. Q'STRAINT retains the right to determine to its reasonable satisfaction whether any claimed defect is covered by this warranty.

CERTAIN ITEMS ARE EXCLUDED FROM WARRANTY COVERAGE BY Q'STRAINT, AND THIS LIMITED WARRANTY COVERAGE DOES NOT APPLY TO:

- Products which are not installed and maintained in accordance with Q'STRAINT's instructions.
- 2. Products which are subject to misuse, abuse, accident, negligence, or exposure to the elements or chemicals.
- 3. Products which are altered or not repaired by a Q'STRAINT authorized repair service.
- 4. Normal wear and tear, and routine maintenance.
- 5. Products which are not used in applications or in a manner approved by Q'STRAINT. ALL STATUTORY OR IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), CONDITIONS

AND GUARANTIES ARE EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT ALLOWED BY LAW. If any implied warranties, conditions or guarantees are required under applicable law, they are limited to the minimum duration allowed by law (not longer than the duration of the applicable express limited warranty coverage). For customers in the U.S.: some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

REMEDIES UNDER THIS LIMITED WARRANTY

If a defect covered by this warranty occurs, Q'STRAINT (or one of its authorized dealers, as determined by Q'STRAINT) will repair or replace the defective Products, in its sole discretion. This "repair or replacement" remedy is the exclusive remedy under this warranty. Q'STRAINT has no responsibility or liability for any incidental or consequential damages, such as loss of use, interest or finance charges, the cost of repairs by unauthorized repair services, depreciation, etc., all of which are specifically excluded and disclaimed from this warranty. For customers in the U.S.: some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

RESPONSIBILITY OF PURCHASER

- 1. Any claims under this limited warranty must be made to Q'STRAINT within fifteen (15) days after the defect first arises.
- 2. The Products must be returned to Q'STRAINT (or its authorized repair facility, as determined by Q'STRAINT) within the warranty period for inspection and warranty service. The expense of disassembly, returning the Products for warranty service, and of returning the Products to the owner and reassembly after any warranty service has been completed, is the responsibility of the owner and will not be reimbursed by Q'STRAINT. Contact Q'STRAINT Customer Service for information on how to return Products.
- 3. If your Product includes a registration form it must be returned to Q'STRAINT within thirty (30) days after the Products are delivered to the purchaser.

Q'STRAINT reserves the right to improve its products through changes in design or materials without being obligated to the owners of other Products.

Q'STRAINT may be contacted at 800-987-9987 or via email at customersatisfaction@qstraint.com.

Passenger Seats Limited Warranty & Sales Terms

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) - Three (3) years

Cover Warranty is for defects in the material or sewing and is limited to replacement covers.

- One (1) year for Level #1 in-stock FSC material and perforated vinyl

- Two (2) years for Level #3 in-stock FSC material and higher

- No warranty for COM (Customer Own/supplied Material)

The warranty period begins at time of the bus in-service date not to exceed 180 after the date of the shipment from Freedman Seating Company.

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 breech 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, seat 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 60651 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 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 on-site 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 and cleaning instructions on its web site www.freedmanseating.com. 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.

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

OTHER:

The terms and warranty are contingent upon customers meeting agreed upon payment terms as specified in Freedman Seating Company proposals. Terms and warranty supersede any other terms including but not limited to customer terms printed on the back of Purchase Orders, listed on websites, or other sources from customers. Warranty - Passenger Seats 1-09



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

State of West Virginia Centralized Request for Quote Vehicles

Proc Folder:

868501

Reason for Modification:

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

CRFQ

Addendum No. 1 - issued to

answer vendor's questions

Proc Type:

Central Master Agreement

Date Issued Solicitation Closes

Solicitation No Version

2021-04-30

2021-05-06 13:30

0805 PTR2100000009

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: 000000172406

Vendor Name: Bus Service Inc

Address: 3153

Street: Lamb Ave

City: Columbus

State: OH

Country: USA

Zip: 43219

Principal Contact: Adam Prestifilippo

Vendor Contact Phone: (614) 471-2877

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X

FEIN# 31-0965364

DATE 5/2/2021

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

PUBLIC TRANSIT DIVISION OF		SHIP TO			
		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	Prime-Time Specialty Vehicles	Passenger Dual Rear Tire Vans (non-raised roof)	Med-Transit	

Extended Description:

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

SCHEDULE OF EVENTS

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

	Document Phase	Document Description	Page 3
PTR2100000009	Final	Passenger Type Dual Rear Tire Van (Non Raised Roof)	9

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION

PASSENGER TYPE DUAL REAR TIRE VAN (NON-RAISED ROOF) EXHIBIT A PRICING PAGE

	VEHICLE DISCRIPTION		IIT PRICE PER	ESTIMATED	EXTENDED
CLASS			VEHICLE	QUANTITY	PRICE
Α	Vehicle with Two Wheelchair (WC) Positions	\$	63,697.00	5	##########
В	Vehicle with One Wheelchair (WC) Position	\$	63,302.00	5	##########
С	Vehicle Non-Accessible	\$	57,352.00	5	##########
D	Vehicle/ Two WC / Fixed Route Package	\$	69,907.00	5	##########
E	Vehicle One WC / Fixed Route Package	\$	68,862.00	5	##########
F	Vehicle / No WC / Fixed Route Package	\$	61,812.00	5	##########
G	Vehicle / Two WC/ Fixed Route Package Exterior Paint Scheme	\$	70,407.00	5	##########
Н	Vehicle / One WC / Fixed Route Package Exterior Paint Scheme	\$	69,262.00	5	##########
1	Vehicle / No WC / Fixed Route Package / Exterior Paint Scheme	\$	62,312.00	5	##########

	TOTAL BID EVALUATION	###########
*Complete form provided.		
*Please note these are only estimated quantities and do not reflect	1	
any guarantee of purchase.		
*The DPT may purchase more or less as needed.		
*Please do not alter pricing page.]	

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.
A pre-bid meeting will not be held prior to bid opening
A MANDATORY PRE-BID meeting will be held at the following place and time:

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting Revised 04/21/2021

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

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

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

Question Submission Deadline: April 29,2021 4:00 p.m.

Submit Questions to: Toby L Welch 2019 Washington Street, East Charleston, WV 25305

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

Email: Toby.L.Welch@wv.gov

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

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

The bid delivery address is: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

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

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

BUYER: Toby L Welch

SOLICITATION NO.: CRFQ PTR210000009

BID OPENING DATE: May 6, 2021 BID OPENING TIME: 1:30 p.m. FAX NUMBER: 304-558-3970

Revised 04/21/2021

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

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:
BID TYPE: (This only applies to CRFP) Technical Cost
7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).
Bid Opening Date and Time: May 6, 2021 1:30 p.m.

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

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- **9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

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

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

- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

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

- 15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

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

- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- 21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

- 22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.
- 24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- **2.1. "Agency"** or "**Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- **2.3.** "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- **2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
☑ Term Contract
Initial Contract Term: This Contract becomes effective on upon award and the initial contract term extends until One (1) Calendar Year .
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for year(s) thereafter.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attachedRevised 04/21/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
☑ Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
☐ PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
☐ MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

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

Vendor must maintain:	
Commercial General Liability Insurance in at least an amount of: \$\) occurrence.	1,000,000.00 per
Automobile Liability Insurance in at least an amount of: \$1,000,000.00	per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least per occurrence. Notwithstanding the forgoing, Verlist the State as an additional insured for this type of policy.	an amount of: ndor's are not required to
Commercial Crime and Third Party Fidelity Insurance in an amour per occurrence.	nt of:
Cyber Liability Insurance in an amount of:	per occurrence.
☐ Builders Risk Insurance in an amount equal to 100% of the amount of	f the Contract.
Pollution Insurance in an amount of: per occurr	ence.
Aircraft Liability in an amount of: per occurrence	ce.

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

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

10. [Reserved]

not limit the State or Age	MAGES: This clause shall in no way be con ency's right to pursue any other available re e amount specified below or as described in	medy. Vendor shall pay
	for	·
Liquidated Dan	nages Contained in the Specifications.	
✓ Liquidated Dan	nages Are Not Included in this Contract.	

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- **20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.
- **22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

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

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

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

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

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

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

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

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

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

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

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

- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- **38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports
may include, but are not limited to, quantities purchased, agencies utilizing the contract, total
contract expenditures by agency, etc.
Operatorly reports detailing the total quantity of purchases in units and dollars, along with a
I (highterly reports detailing the total quantity of nurchases in linits and dollars, along with a

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- **41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%)
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- of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the Revised 04/21/2021

WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

- 44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- **45. VOID CONTRACT CLAUSES** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.

Adam Prestifilippo / National Sales Manager	
(Name, Title) Adam Prestifilippo / National Sales Manager	
(Printed Name and Title) 3153 Lamb Avenue, Columbus, OH 43219	
(Address) (614) 471-2877 / (614) 471-8801	
(Phone Number) / (Fax Number) adam@buyabus.net (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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Bus Service Inc	
(Company)	
aledon	Adam Prestifilippo / National Sales Manager
(Authorized Signature)	(Representative Name, Title)
Adam Prestifilippo /	National Sales Manager
(Printed Name and Title	e of Authorized Representative)
5/2/2021	
(Date)	
(614) 471-2877 / (61	4) 471-8801
(Phone Number) (Fax 1	Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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

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

rejection of this bid nade during any oral s not binding. Only sial addendum is
POC. 1

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

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Public Transit and any other state agency that desires to utilize this contract to establish an open-end contract for Passenger Type Dual Rear Wheel (DRW) Vehicles (Non Raised Roof), converted for forward facing wheelchair spaces, fold down flip seats and /or fixed seats with air conditioning / heat, wheelchair securements and lift to provide specialized transportation services in an urban and suburban-rural environment, including hilly terrain and a severe operating climate suited to stop-start duty cycles.

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

The Vendor is to deliver a complete new 2019 or current year vehicle in one of the two (2) proposed floor plans as defined in these specifications with different configurations identified as a Class on the Exhibit A Pricing Pages, ready for operation. All required Federal Transit Administration certification forms must be submitted prior to award. FTA requires such forms for all contracts using Federal money.

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them.
 - 2.1 "Contract Item" means the Dual Rear Wheel (DRW) Vehicles more fully described by these specifications.
 - 2.2 "Pricing Pages" or "Contract Items" means the list of buses with the configurations identified herein and on the Pricing pages as Classes A through I.
 - 2.3 "Division" means the West Virginia Division of Public Transit, DPT.
 - 2.4 "EPA" means Environmental Protection Agency.
 - 2.5 "Gross Vehicle Weight Rating (GVWR)" means the maximum loaded weight (including curb weight, operator & passenger weight, and payload) in pounds (lbs.) of a single vehicle. Vehicle manufacturers specify the maximum GVWR on the vehicle certification label.
 - 2.6 "Manufacturer/Brand" means the name of the maker of the contract item which will be supplied by the vendor.
 - 2.7 "Model & Number" means the model name and model number associated with the contract item as defined by the manufacturer.
 - 2.8 "OEM" means Original Equipment Manufacturer.
 - 2.9 "Powertrain" means the group of components used to transmit engine power to the

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

- wheels. The powertrain includes the engine, clutch, transmission, universal joints, drive shaft, and rear-axle gears.
- 2.10 "Pricing Page" means the pages, contained in wvOASIS, or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
- 2.11 "QVM" means Qualified Vehicle Manufacturer.
- **2.12** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.13 "Vendor Name" means the company name of the vendor who will be supplying the contract item(s) to the Division.
- 2.14 "Warranty" means the written guarantee issued with new motor vehicles or related equipment. It defines the manufacturer's responsibility for the repair or replacement of defective parts and other services provided as part of the purchase price. A warranty can be nullified if the user does not follow certain stipulations of the manufacturer, such as preventive maintenance.
- 2.15 "Wheelbase" means the distance from the centerline of the front axle to the centerline of the rear axle.
- 2.16 "Curb Weight" means Weight of the vehicle including maximum fuel, oil, and coolant and all equipment required for the operation as required by this specification without passengers or driver.
- 2.17 "Gross Load" means one hundred and seventy five (175) pounds for every design passenger seating position and for the driver and three hundred (300) pounds for every wheelchair station. Vehicles will be operated without standees.
- **2.18** "Fireproof" means materials that will not burn or melt at temperatures less than 2,000 degrees Fahrenheit.
- 2.19 "Fire Resistant" means Materials that have a flame-spread index less than 150 as measured in a radiant panel flame test per FTA Docket 90A
 - $\underline{https://www.govmark.com/pdf/information-bulletin/public-transportation-requirements.pdf}$
- 2.20 "ASTM" means American Society for Testing and Materials
- 2.21 "SAE" means Society of Automotive Engineers
- 2.22 "FMVSS" means Federal Motor Vehicle Safety Standards

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

- 2.23 "EPA" means Environmental Protection Agency
- 2.24 "DMV" means Division of Motor Vehicles, State of West Virginia
- 2.25 "FTA" means Federal Transit Administration
- 2.26 "ADA" means Americans with Disabilities Act of 1990 including applicable federal regulations issued pursuant to the Act and in effect at the time production of the vehicle commences.
- 2.27 "DBA" means the decibel scale A weight to measure upper middle frequencies over time that can impact hearing loss.
- 2.28 "RPM" means Revolutions per minute.
- 2.29 "HP" means the power of an engine measured in terms of a unit of power equal to 550-foot pounds per second.
- 2.30 "GAWR FR" is the maximum distributed weight that may be supported by the front axle.
- 2.31 "GAWR RR" is the maximum distributed weight that may be supported by the rear axle.

3. GENERAL REQUIREMENTS

- 3.1 CONTRACT Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.
 Contract Items must meet or exceed the mandatory requirements as shown below.
- 3.1.1 In all cases, materials shall be furnished as specified. Where brand names or specific items or processes are used in the specifications, consider the term or equal to follow.
 - 3.1.2 Legal Requirements The vehicle shall meet all applicable FMVSS, DMV, ADA and federal and state regulations in effect at the date of manufacture. Vendor shall supply certification that vehicle meets all FMVSS Regulations and that vehicle complies with all relevant federal and State of West Virginia Standards at the time of delivery.
 - 3.1.3 Components, Materials, Workmanship, and Completeness: These specifications reflect the Division of Public Transit's preference as to dimensions, materials, and major components. However, the vendor shall not omit any part or detail which goes to make the vehicle complete and ready for service, even though such part or detail is not mentioned in these specifications.
 - 3.1.4 All units or parts shall be manufacturer's best quality and shall conform in material, design and workmanship to the best practice known in the automotive industry. All parts shall be new and in no case will used, reconditioned, or

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

- obsolete parts be accepted. The parts on all vehicles provided by the same manufacturer shall be interchangeable.
- 3.1.5 The price quoted in any proposal submitted shall include all items of labor, material, tools, equipment, artwork, decals, paint signage and other costs. necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications.
- 3.1.6 It is the intent of these specifications to provide and require a complete vehicle of the type prescribed ready for operation. The vendor shall assume sole responsibility for the entire vehicle as to warranty and after-sales parts and service.
- 3.1.7 Warranty to become effective on the first day, after the date of final acceptance, of each vehicle by the Division of Public Transit.
- **3.1.8 Emissions Control Requirements:** The vehicle shall comply with all federal and state requirements applicable to the year of manufacture.
- 3.1.9 Noise Control: The exterior noise from the vehicle shall not exceed eighty-six (86) dba using the procedures set forth in the SAE Standard SAE J 366. Vendor shall supply report showing testing results of noise control.
 - The interior noise at a location two (2) feet from the rear window and four (4) feet from the floor shall not exceed 86 dba with the vehicle standing with the transmission in neutral and the engine operating a maximum rated RPM.
- 3.1.10 Inspection Facilities: In order to comply <u>Inspection Stations</u>, the manufacturer shall provide on its premises a suitable hoist for a complete inspection of the underside of the vehicle. A pit is not acceptable. This includes, but is not limited to, wiring and hosing runs, structural integrity, through floor securements, OEM defects and completeness, and coverage of the undercoating

LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS/ HER REFUSAL TO EXTEND THE PRICES, TERMS AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS/ HER BID.

ALSO, THE PRICES, TERMS AND CONDITIONS OF THE BID MAY BE

EXTENDED TO WEST VIRGINIA TRANSIT AUTHORITIES AND PRIVATE NON PROFITS. VENDOR MUST CLEARLY INDICATE A REFUSAL IN HIS / HER BID.

3.2 CHASSIS - Must include but not limited to the following:

- 3.2.1 Ford Transit-350, High Roof Super-Length Wagon (Or Equal)
- 3.2.2 Exterior Length: Minimum of 226.1"
- 3.2.3 Exterior Width: Minimum of 81.3"
- 3.2.4 Exterior Height: Minimum of 107.7
- 3.2.5 Wheelbase: Minimum of 148.0"
- 3.2.6 GVWR: Minimum of 10,360 lbs.
- 3.2.7 Wheelbase and cab-to-axle compatible with proposed floor plans.
- 3.2.8 Manufacturer's heaviest suspension package available.
- 3.2.9 Front and Rear Bumpers

3.3 ENGINE - Must include but not limited to the following:

- 3.3.1 Minimum 3.5 Liter Eco Boost or Equal V-6 gasoline engine. Increased capacity cooling with coolant recovery system.
- 3.3.2 High Idle System A high idle system, intended to maintain battery charging under heavy demand when the vehicle is stationary and the emergency break is applied shall be provided. The fast-idle switch will automatically disengage when the vehicle is placed in forward or reverse gear. Please send brochure of system being used with bid.

3.4 FUEL SYSTEM

- 3.4.1 A single, gasoline, fuel tank shall have the maximum capacity allowed by OEM. with locking fuel door to be provided on each vehicle.
- 3.4.2 An engine mounted fuel filter is required with replaceable type elements.

3.5 TRANSMISSION

- 3.5.1 Transmission shall be a minimum automatic ten (10 speed with overdrive.
- 3.5.2 Transmission shift lever shall be interlocked with starting motor to prevent engagement of starter in any gear possible other than neutral or park.
- 3.5.3 The transmission shall have the OEM separate cooling system appropriate for the

configuration of the vehicle.

3.6 AUDIBLE ALAR / BACKUP CAMERA

- **3.6.1 Backup Buzzer:** A backup buzzer shall be provided that is audible outside the vehicle when transmission is in reverse.
- 3.6.2 OEM backup camera system shall be installed o each vehicle so that the area around the back of the vehicle is clearly displayed on a monitor that is mounted in an easily visible area for the driver.

3.7 FRONT AXLE

- 3.7.1 GAWR FF compatible with chassis OEM.
- 3.7.2 Manufacturer's heaviest suspension package available.
- 3.7.3 Power steering
- 3.7.4 Steering stabilizer
- 3.7.5 OEM tilt-wheel and adjustable steering column with cruise control is required on all vehicles.
- 3.7.6 Front end alignment shall be done by the vendor prior to delivery with proof of the alignment provided when vehicle is delivered.

3.8 REAR AXLE

- 3.8.1 GAWR RR compatible with chassis OEM.
- 3.8.2 Manufacturer's heaviest available rear shock absorbers to maintain height over all terrain.

3.9 BRAKES

3.9.1 Brakes on all wheels shall be heaviest duty available from the manufacturer. The vehicles shall be equipped with an antilock brake system.

3.10 WHEELS

- 3.10.1 Vehicle shall be equipped with the heaviest duty available ventilated pressed steel wheels.
- 3.10.2 Single front and dual rear.
- 3.10.3 Manufacturer's heaviest available wheel bearings shall be required.

- 3.10.4 Wheel shall be matched to the vehicle's gross weight including spare.
- 3.10.5 Both inner and outer wheels shall be painted white inside and outside.

3.11 TIRES

- 3.11.1 Vehicles shall be equipped with seven (six regular and one full size spare) steel belted radial tires, load range compatible to OEM specifications for vehicles weight.
- **3.11.2** Tires shall be supplied with the vehicle from the factory.
- 3.11.3 Tire treads shall be all weather type.
- 3.11.4 Tires shall be matched to the vehicles gross weight and be adequately inflated prior to delivery.
- 3.11.5 Each inner dual rear wheel shall come with an air valve extender.
- 3.11.6 It is required that the vendor supply the description, warranty and literature information of this product prior to award.
- 3.11.7 Spare Wheel and Tire: Manufacturer shall provide a spare tire as standard equipment. Each spare wheel and tire shall be mounted under the rear of each vehicle. If unavailable to mount under rear of vehicle, may ship loose in the body of vehicle appropriately secured so as not to damage the vehicle interior during shipment. Spare is to be the exact same OEM tire and wheel as provided on the vehicle an inflated to the proper pressure with air not nitrogen.
- **3.11.8** Each vehicle shall be equipped with one set of appropriate size tire traction chains for winter driving.

3.12 ELECTRICAL SYSTEM / WIRING

- 3.12.1 Alternator: Manufacturer's heaviest available, a minimum 210 Amperage capacity.
- 3.12.2 The alternator shall be sized to provide a minimum of 90 percent of the continuous system draw at the engine manufacturers recommended idle of 100 percent at automatic fast idle as specified in Section 3.3.2.
- 3.12.3 The alternator speed shall not exceed its recommended maximum or recommended high engine speed.
- 3.12.4 The continuous system draw shall include all accessories in their "high" position, which could operate as the vehicle is in motion; i.e., excluding intermittently operating devices such as turn signals, brake lights, or wheelchair lift.
- 3.12.5 Manufacturer's heaviest available 12 volt maintenance free dual battery system.
- 3.12.6 Uniform as build Schematics for all added electrical equipment shall be furnished

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that shows where added equipment was electrically attached to existing factory electric power. Two (2) 11"x17" clearly readable laminated print copies of the as built schematics is to be provided for each vehicle at the time of delivery.

3.13 INSTRUMENTS AND CONTROLS:

The following instruments shall be provided. All controls shall be within the driver's arm reach when his seat belt is fastened.

- 3.13.1 Vehicle shall be equipped with the OEM's deluxe digital AM/FM/USB/MP3 radio stereo with a 6-speaker system for the passengers. One (1) additional speaker shall be installed in the driver's door or driver's side of the dashboard.
- 3.13.2 Speedometer with recording odometer
- 3.13.3 Ammeter or voltammeter gauge
- 3.13.4 Low-charge warning light
- 3.13.5 OEM Oil Pressure Warning Lamp on instrument cluster
- 3.13.6 Fuel tank level gauge(s)
- 3.13.7 Engine temperature gauge
- 3.13.8 Headlight on indication and headlight high beam indicator
- 3.13.9 Directional signal and flasher action light
- 3.13.10 Parking Brake Indicator
- 3.13.11 Ford OEM light switch will control all marker and clearance lights.
- **3.13.12** Separate switches and temperature controls for rear passenger compartment heater and air conditioner.
- 3.13.13 Separate switch and temperature controls for driver's eater, defroster and air conditioner.
- 3.13.14 Dual electric windshield wipers with high, low and intermittent speeds.
- 3.13.15 Dual electric horns
- 3.13.16 Passenger compartment lights
- 3.13.17 USB port for charging cell phone.
- 3.13.18 Emergency flasher control facing driver and clearly visible
- 3.13.19 Each vehicle shall be equipped with driver's air bag.

3.14 ELECTRICAL FUSES/CIRCUIT BREAKERS

3.14.1 The fuse panel box shall be large enough so that the wires are not cramped and easily accessible for service. The panel door shall have enough space between door and panel so that the door and wires do not touch when closed.

3.15 BODY - INTERIOR

- 3.15.1 Interior lining shall be OEM for the ceiling and walls. Lining shall be installed to cover openings and posts providing a smooth finish and shall be a minimum of 1/8" vinyl type hardboard, fiberglass reinforced plastic (FRP) or molded one piece side walls and door panels that is equal to industry standards.
- **3.15.2** Color shall be standard color as provided by the manufacturer and compatible with the color in driver's compartment.
- 3.15.3 Necessary insulation shall be provided throughout the vehicle (ceiling and walls) to insure maximum heat and cooling efficiency.
- 3.15.4 Interior surfaces of any exterior painted body panels and posts which are covered by trim material shall be given a coat of primer as additional protection against deterioration.
- 3.15.5 All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type or acceptable substitute. Application of exterior sidewalls with two sided tape is not acceptable.
- 3.15.6 All interior panels shall be fastened to the body frame. All fasteners shall be installed to resist vibratory loosening. Exterior seams shall be constructed in such a manner that they shed water; the leading panel shall be lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. All exterior joints and seams shall be protected by the application of caulking compound of zinc chromate type tape, butyl rubber type, or equal.
- 3.15.7 All exposed surfaces and edges shall be smooth, free from burrs and other projections, and shall be neatly finished.
- 3.15.8 Ceiling and side panels shall match the interior color scheme.
- 3.15.9 The passenger entrance frame and wheelchair door shall be OEM construction.
- 3.15.10 The front cap shall have an extra framed support from the side of the passenger entrance door to the floor.

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3.15.11 Stepwells shall be of one-piece stainless steel or aluminum construction or aluminized steel welded into the floor and side-structures. The bottom of the steps and risers will be coated with undercoating, such as Z Tech Z guard 20060 B-2, or DegaCoat 310 or an equal. Stepwells shall be of one-piece construction of corrosion resistant steel with covered corners and adequate reinforcement to prevent deflection.

Stepwell shall be the full width of the door opening, and designed like the Talon Tread-type step or approved equal, which eliminates separation and exposure of metal to moisture on the treads and risers. The preferred method of manufacturing is a process where the contrasting step nosing and flooring are heated with the metal stepwell so that the metal and flooring material are fused with fewer seams and less caulking. The step nosing must contrast in color to the floor color.

The entire underside of the stepwell shall be fully undercoated. The nosing of each step shall be marked with bright yellow marking with abrasive strip insert not less than two (2) inches wide, reflective type material Gerfloor or equal.

Floor covering shall be laid without gaps or openings. Joints shall be filled with color matching material to be tight against any influx or seepage of water and all edges to be sealed. Stepwells and walkways to be contrasting color against under passenger seat flooring for higher visibility.

3.15.12 Wheel housing shall be steel and should provide clearance for wheels equipped with chains to move freely and to allow a wheel to be removed with the vehicle jacked on the rear axle.

3.16 EXTERIOR:

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

- 3.16.1 5310 Paratransit Vehicles Vinyl Scheme: Vinyl Logo/Striping Scheme on Vehicles Classes A-C Paratransit Vehicles. This will include the Agency Name, Phone Number and West Virginia Transit Assistance Program Logo applied to both sides of the vehicle by the Vendor at the Factory. This scheme uses two colors: Pantone 485 (red) and Pantone Process Blue. (See Exhibit D for example).
- 3.16.2 The artwork for the logo and stripes will be provided by the Division upon award as well as a list of agency names and phone numbers. (See Attached photos labeled Paratransit Vehicle Classes A through C.)
- 3.16.3 Signs and numbers shall be fade, chip, and peel-resistant; NO painted signs, decals or pressure sensitive appliques will be accepted.
- 3.16.4 All decals shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.
- 3.16.5 <u>Transit System Vinyl Schemes</u> These Vehicles are defined as Class D through F. This will include a vinyl scheme applied to the vehicle by the Vendor as the factory. The schemes can have at least 2-3 colors with the possibility of up to 5 colors. Where the logo's cover the window, perforated vinyl will be used. (See Exhibit B

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and C for examples).

- 3.16.6 Successful vendor to work directly with Transit Authority regarding what logo, stripes, etc. to be applied. Successful vendor shall obtain written documentation from Transit Authority Official approving layout, colors and information prior to installation. See Exhibit C Examples of Paint Schemes.
- 3.16.7 All decals shall be sealed with clear, waterproof sealant around the edges and on all exposed surfaces.
- 3.16.8 Graphics: All Graphics files must be First Generation or Original Files in the following format:
 - 1. .ai File
 - 2. Vector Art File
 - 3. High Resolution .tif
 - 4. Other High Resolution File
- 3.16.9 Exterior Reflective Vinyl Tape: The vehicle shall be stripped from the front to the rear with exterior white reflective vinyl tape as the top and bottom of all egress passenger windows meeting DOT-C2 standards. See the following link regarding DOT-C2 Standards.

https://multimedia.3m.com/mws/media/1575962O/conspicuity-application-guidance- dot-c2.pdf

- 3.16.10 When the existing logos are not on the rear of the vehicle, the white reflective vinyl must circle the rear emergency door window, if present, even when the color vinyl is used in the logo.
- 3.16.11 When reflective tape and paint are used for the same color on one vehicle, they must match (Example: painting the vehicle skirt and using tape stripes for the side of the vehicle must match.) Finished surfaces shall not be damaged by controlled applications of commonly used graffiti-removing chemicals..
- 3.16.12 The exact location and size will be agreed upon between the Division of Public Transit and the successful bidder.
- 3.16.13 <u>License Plate Mounts:</u> Located on the rear bumpers. Prior to delivery, all vehicles must be pre-drilled, with hardware installed, to meet specifications that requires rear license plate. Any vehicle delivered without such plate mounts will be rejected.

3.17 UNDERCOATING AND RUSTPROOFING:

3.17.1 The vehicles shall be fully undercoated prior to delivery. Vendor is required to provide the description, warranty and literature information of this product with the bid.

3.18 DOORS - ACCESS AND ENTRANCE / EXIT

3.18.1 Driver and Passenger Front Doors: Driver and passenger running boards to allow

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access for the driver and passenger.

- 3.18.2 Ambulatory Passenger Doorway: A driver operated 2 leaf, outward opening passenger access door shall be located towards the front of the right of the vehicle.
 - 3.18.2.1 Vehicle shall be equipped with a rectangular, fully glazed, electric operated, two (2) leaf outward opening door located street side behind front passenger seat location.
 - 3.18.2.2 Ambulatory passenger door shall have a minimum clear opening of 33" and a minimum overall clear height of 66", measured front the first step.
 - 3.18.2.3 Step risers shall be a maximum of 9" and tread depth a maximum of 11".
 - 3.18.2.4 Ground to first step shall be a maximum 11" plus or minus ½: (prefer lowest level possible).
 - **3.18.3.5** The underside of steps and risers shall be coasted with a spray on undercoating product.
 - **3.18.2.6** The entire ambulatory passenger entrance door frame and one-piece stepwell shall be OEM construction.
 - 3.18.2.7 Stepwell shall be the full width of the door opening.
 - **3.18.2.8** The door opener shall be placed to be operable by the seated driver.
 - 3.18.2.9 Ambulatory Passenger Door: shall be key or keypad operated from the outside and by a rocker or toggle switch from the driver's console. Door pivot pins shall be incorporate permanently lubricated bearings. Door must have an emergency release in case electric is not properly working.
 - 3.18.2.10 All parts must be inter-changeable and the recipient agency shall be able to replace each part of the door opener without purchasing the complete unit. .
 - **3.18.2.11** Door mount on the entrance door shall be of solid construction.

3.18.3 Non-Ambulatory Passenger Entrance / Exit (Lift Door)

- **3.18.3.1** Driver operated wheelchair entrance door with large upper viewing window, capable of being locked.
- 3.18.3.2 Shall be located at the rear of the vehicle.
- 3.18.3.3 Doors shall not sag when open.
- 3.18.3.4 Handles shall be places on the exterior and interior of the door so that the door may be opened from the inside of the vehicle in case of emergency, open with the lift is in the raised and folded position.

- 3.18.3.5 Wheelchair door shall provide approximately 57.75" (Minimum) clear door opening height.
- 3.18.3.6 The lift door shall be 46" (Minimum) clear door opening width.
- 3.18.3.7 The door width must provide operation clearance of a lift meeting the requirements of Section 3.31.3.
- 3.18.3.8 The striker for the signal must not have contact with flexible section of the door. It must either make contact with the top mullion or have a two (2) inch by two (2) inch striker plate to prevent false alarms. This requirement can also be met by using a magnetic proximity switch for the door ajar buzzer and interlock system.
- 3.18.3.9 Lift door shall be equipped with an OEM magnetic door holders firmly hold door securely in full open position when lift is in operation.
- 3.18.3.10 Lift door shall be equipped with a locking door handle, or OEM paddle latch which is opened by the OEM key FOB, and each vehicle shall be provided with at least two (2) sets of door keys.

3.19 WINDOWS

- 3.19.1 Glass shall be safety glass, with all latch mechanisms recessed
- **3.19.2** Windshield shall be fixed type, glazed with safety laminated glass, tinted above eye level.
- 3.19.3 Manufacturer's Standard Tint Glass

3.20 AIR CONDITIONING AND HEATING

- **3.20.1** Chassis manufacturer's highest capacity available combination air conditioning and heater unit shall be installed.
- **3.20.2 Stepwell Heater**: An electrical stepwell system heater shall be provided and installed to eliminate ice and snow build-up on the Ambulatory Passenger stepwell.

3.21 INTERIOR LIGHTING

- 3.21.1 Interior shall be illuminated so as to provide a minimum of twelve (12)' candles of illumination measured at thirty-six (36) inches above the floor over each two-passenger cross seat.
- 3.21.2 Lights shall operate with or without engine running.
- 3.21.3 Ambulatory door hooded stepwell light shall be mounted and wired to light when the front door is open so stairwell and immediate outside area is illuminated.

3.22 EXTERIOR LIGHTING:

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

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

- 3.22.1 OEM headlights sealed from moisture intrusion with high and low beams controlled by a column-mounted lever switch or by a foot switch mounted on the floor, which will be sealed from moisture, are required.
- 3.22.2 Headlamp units shall be of the latest type and low beam rating of 600-hour life minimum. Headlights shall be wired for daytime running.
- 3.22.3 Headlight high beam indicator shall be installed on instrument panel. An audible "headlight on" warning buzzer shall be installed to notify the operator that the lights are on with the engine turned off.
- 3.22.4 Rear stoplights are to be independent of directional and hazard warning lights.
- 3.22.5 Brake lights shall not override emergency flashers or turn signals.
- 3.22.6 Two (2) OEM back-up lights adequate to illuminate for visibility when backing shall be furnished.
- **3.22.7** A rear license plate light shall be provided that meets Federal and State of West Virginia Motor Vehicle regulations.

FMVSS Standard 108

https://www.law.cornell.edu/cfr/text/49/571.108

WV Motor Vehicle Regulations

http://www.wvlegislature.gov/wvcode/Code.cfm?chap=17c&art=15

- 3.22.8 Ambulatory Passenger entry door stepwell area shall be illuminated to comply with ADA requirements by door activated LED stepwell lights including the immediate area outside.
- 3.22.9 These lights shall be shielded to protect passengers' eyes from glare.
- 3.22.10 Light fixtures shall be totally enclosed, splash-proof, designed to provide ease of cleaning, as well as, lamp housing removal and shall not be easily removed by passengers.

- 3.22.11 Stepwell lights shall be protected from damage caused by passengers kicking the lenses or fixtures and shall not be a hazard to passengers.
- **3.22.12** Stepwell lights shall be activated by operating the ambulatory passenger door even with the running lights switch in the OFF position.
- 3.22.13 Vehicles shall be equipped with an exterior curb lamp.
- 3.22.14 Light shall be positioned in manufacturer's standard location in such a manner as to illuminate the ground area in the immediate vicinity of the area of operation of the wheelchair lift.
- 3.22.15 Light shall be automatically activated only when the wheelchair lift doors are open.
- 3.22.16 Illumination shall be sufficient to comply with ADA requirements.
- 3.22.17 Rear hazard flashers shall be activated when the lift operating circuits are energized.

3.23 FLOOR AND FLOOR COVERING

- 3.23.1 Floor shall be of five-eighth (5/8") inch minimum thickness, five ply, exterior BC grade (or better) water-resistant plywood without visible cracks or holes.
- 3.23.2 Edges sealed to prevent entrance of moisture.
- 3.23.3 Flooring shall be securely fastened to the steel vehicle floor structure by the use of adhesive and mechanical fasteners with no intrusions into the vehicle body compartment.
- **3.23.4** Floor shall be laid in such a manner as to be free from squeaking and uniform thickness throughout the vehicle.
- 3.23.5 Floor shall be covered, wall-to-wall, with Altro Transflor Meta or equal, or equal being slip resistance, thickness of 2.2 mm or 2.7 mm, life expectancy of 12 to 15 years.
- 3.23.6 Edges shall be sealed and caulked.
- 3.23.7 Floor covering shall contrast with seat cover colors
- 3.23.8 All Abrasive step edges to be marked in accordance with FTA/ADA requirements. (Yellow is the preferred color).
- 3.23.9 Floor color will be determined by the Division once the contract is awarded at no

additional cost to the Agency.

3.24 PASSENGER ASSISTS:

Shall be constructed of seamless stainless-steel stock having an outside diameter of 1.25 inches.

- 3.24.1 The diameter or width of the padded gripping surface of assists and stanchions shall be 1.25 inches to 1.50 inches.
- **3.24.2** Grab rails shall be padded and shall be positioned at both the left and right side of the stepwell entry area.
- 3.24.3 All sharp edges, protruding fasteners, brackets, etc., that can cause injury to the passenger or catch on clothing shall be eliminated on the vehicle.

3.25 INTERIOR DECALS: Must be installed Prior to Delivery.

- 3.25.1 "No Smoking" at the front top of vehicle
- 3.25.2 "All Passengers Are Required To Wear Seat Belts When Vehicle Is In Motion" at the front top of the vehicle
- 3.25.3 "Clearance feet inches" above driver's visor. (The specific figures on clearance will be determined by exact dimensions of vehicle.)
- 3.25.4 Emergency Dial 911
- 3.25.5 EMERGENCY EQUIPMENT Receiving Agency will install this decal.
- **3.25.6** "**Priority Seating**" decal shall be supplied for the first two, forward- facing fixed seats on both sides.
- 3.25.7 Black lettering on yellow background "Watch Your Step" decals are to be affixed to entrance step risers.
- 3.25.8 All emergency exits or windows to be noted with a decal.

3.26 EXTERIOR DECALS: Must be installed Prior to Delivery

- 3.26.1 "This Vehicle Stops at all Railroad Crossings" on the back of the vehicle.
- 3.26.2 The International Wheelchair Accessibility Symbol on the back of the vehicle.
- 3.26.3 "CAUTION: LOADING AND UNLOADING PASSENGERS" on the back of the vehicle

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- 3.26.4 "CAUTION: STAND CLEAR FOR LIFT OPERATIONS" on lift door.
- 3.26.5 The exterior decals shall have 1.25" lettering and shall be white letters on red back ground.

3.27 SEATING

- 3.27.1 Non lift class vehicles shall utilize OEM Passenger seats with retractable seat belt and shall all be forward facing.
- 3.27.2 Lift equipped vehicle passenger seats shall be Freedman Feather Weight Mid-Hi-Seat, American Seating, or an or equal (Equal being: Mid-high back doubles with semi-bucket and contoured configuration. Seats shall be wire mesh-grid seat springs a minimum of five (5) inches of foam padding with two and a half (2 ½) back support. Upholstery shall be vinyl fabric hybrid grade 3.5 or higher (Commercial grade vinyl and fabric) with ABS Knee-Saver back. (Knee Saver style backrest providing increased hip-to-knee room, lumbar support, and back angle adjustment.)
- 3.27.3 A padded grab rail shall be provided on top of each seatback and all fold- a-ways. Grab rail does not have to be on rearmost seats.
- **3.27.4** Double and single forward facing fixed seats shall be provided per proposed seating configurations.
- 3.27.5 The seats shall be equipped with the Freedman USR (under seat retractor) system or equal complying with FMVSS 210. (see link below) Or equal would meet FMVSS 210 and the belts shall be fully retractable into housings and shall not touch the floor at any time. Retractable seatbelts shall be attached to the seat frames. All bests shall be permanently kept in the correct position for securement applications.

FMVSS 210

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

- **3.27.6** A black molded flip-up armrest for each outside passenger seat shall be installed that is Anti-bacteria and Anti-microbial.
- 3.27.7 The back of the seat shall be between 22" and 26" inches high measured from the top of the seat cushion.
- 3.27.8 Seats shall be floor mounted with black painted finish.
- 3.27.9 Seats shall conform to the following dimensions:

Width per passenger

16 inches minimum

Height of seat cushion

14 inches above floor to front edge of

seat cushion minimum

Depth of seat

17 1/2 inches maximum

Height of seat back

23 inches maximum (except rear row)

Hip-to-Knee room

25 inches minimum

Aisle width 11 inches minimum

- 3.27.10 At least two (2) seats shall be equipped with a Freedman Featherweight CRS-225 child safety latch for securement of children's car seats, or Equal . If the designated seat is at a wheel well, it can only be on the wall seat. (This seat has the attachment points to secure removable child seats.)
- 3.27.11 Upgrade one double mid-high to a double child restraint seat in each vehicle ordered in all classes. Integrated child restraint seat which can secure a child between the heights of 33" and 49" with weight between 22 to 78 lbs. Instructions for the securement shall be printed on the seat (in English and Spanish)
- 3.27.12 Four (4) seat belt extensions shall be provided for each vehicle. All seat belt assemblies shall meet the Current Edition of the Federal Motor Vehicle Safety Standards. The Division of Public Transit shall approve the seat belt extender.
- 3.27.13 A Freedman Seating 3 Step Forward Facing Fold Down Single or Double Seat, or equal (equal being a forward facing seat that folds down and flips up to one side so to be able to secure a wheelchair to the securement system installed in the floor), as needed for proposed floor plans shall be used in every wheelchair position for use by non-disabled persons when the securement system is not needed. When folded up, the seat shall not interfere with the use of the wheelchair positions by passengers in wheelchairs. An under-seat retractable seat belt shall be provided for each seated position.
- 3.27.14 Each Fold Down Single or Double Seat, shall have the Tie-Down Storage System (TDSS) install under each seat for storage of wheelchair securement equipment when seat is folded down and wheelchair space isn't utilized.
- 3.27.14 The center or side aisle shall be a minimum width of sixteen (16) inches and shall extend the length of the vehicle such that there is a clear path to all doors and dual purpose safety vent.
- 3.27.15 All materials used in the seat assembly shall meet the flammability requirements of the Current Edition of the Federal Motor Vehicle Safety Standards. The following link defines the FMVSS flammability requirements.

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

3.27.16 Driver's seat shall be an OEM or Body Chassis Manufacturer power deluxe high back bucket type, OEM available color, 10-way power adjustable seat with standard seat belt and air bags.

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- 3.27.17 A fold up armrest will be provided on the right side of the driver's seat.
- 3.27.18 Front passenger seat shall be removed and a locking storage box large enough to hold the first aid kit, blood born kit, wool and mylar blankets and jumper cables securely fastened as not to move around nor obstruct the driver in any way.
- **3.27.19** Seat color shall be approved by procuring agency to provide a harmonious interior with suitable contrast to the floor covering.
- 3.27.20 Seats and seating shall comply with the following FMVSS Standards:

Standard Number 207 Seating Systems

http://www.ecfr.gov/cgi-bin/text-

idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_120

7&rgn=div8

Standard Number 208 Occupant Crash Protection

http://www.ecfr.gov/cgi-bin/text-

idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571 120

8&rgn=div8

Standard Numbers 209 Seat Belt Assemblies

http://www.ecfr.gov/cgi-bin/text-

idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_120

9&rgn=div8

Standard Number 210 Seat Belt Anchorage

http://www.ecfr.gov/cgi-bin/text-

idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_121

0&rgn=div8

3.28 MISCELLANEOUS ADDITIONS

- 3.28.1 Each vehicle shall be equipped with rear window defroster.
- 3.28.2 Each vehicle shall have installed power windows and locks on all doors.
- 3.28.3 Each vehicle shall be equipped with driver air bags.
- 3.28.4 Each vehicle shall be equipped with a sun visor for driver and front passenger that is able to pivot to cover their doors.
- 3.28.5 Each vehicle, in all classes, shall have installed Angel-Trax Vulcan Series V12 High Definition IP Mobile DVR Security Camera System with 6 cameras or equal. Equal having One TB SATA hard drive with back up recording on SD Card, six audio/video channels.

System is to be installed in a secure locked box with two (2) keys in an easy accessible location

3.29 EMERGENCY/SAFETY EQUIPMENT

3.29.1 First Aid Kit - First-Aid Kit shall comply with United States Department of Labor, Occupational Safety & Health Administration's minimal acceptable number and type of first-aid kits required under paragraph (d)(2) of the logging standards. (See link below) First-aid kits shall be stored in storage compartment or mounted so as to provide for access in the event of an accident, away from foot traffic.

https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=S TANDARDS&p_id=9863

- 3.29.2 Kit shall be housed in a polypropylene or metal box which contains at least the following items:
 - **3.29.2.1** Instant Cold Pack (1)
 - 3.29.2.2 Certicaine or Equal Burn Spray (1 oz.)
 - 3.29.2.3 1" x 3" Adhesive Bandages, twenty-five (25)
 - 3.29.2.4 3/4" x 3" Adhesive Bandages, ten (10)
 - 3.29.2.5 Extra Large Adhesive Bandages, ten (10)
 - 3.29.2.6 3" x 3" Gauze Pads, ten (10)
 - **3.29.2.7** Antiseptic Wipes, ten (10)
 - 3.29.2.8 Alcohol Prep Pads, twenty (20)
 - 3.29.2.9 Ammonia Inhalants, ten (10)
 - 3.29.2.10 2" x 6 yds. Gauze Bandage
 - 3.29.2.11 1/2" x 2.5 yds. Adhesive Tape
 - 3.29.2.12 Burn Ointment (1/8 oz.), four (4)
 - 3.29.2.13 Insect Sting Swabs, four (4)
 - 3.29.2.14 PVP Iodine Swabs, four (4)

- 3.29.2.15 Tweezers, one (1)
- 3.29.2.16 Scissors, one (1)
- 3.29.2.17 Safety Pins, five(5)
- 3.29.3 Fire Extinguisher 5 lb. dry chemical fire extinguisher with a minimum of a 20-A:180-B: C rating shall be provided in vehicle and shall be mounted in an accessible compartment with a hinged door or on a vehicular-type quick access bracket away from foot traffic.
- 3.29.4 Reflectors Three (3) bi-directional emergency reflective triangles conforming to requirements of FMVSS No. 125, Section 571.125 shall be secured in the storage compartment of the vehicle.
- 3.29.5 Jumper Cables Jumper cables of stranded copper, 4-6 gauge, seven (7) feet minimum length shall be secured in the storage compartment of the vehicle.
- 3.29.6 Bloodborne Pathogen Protection Kit A 10 unit (minimum) kit housed in a polypropylene or metal box and containing at least the following items:
 - 3.29.6.1 Gown/Cap (1)
 - 3.29.6.2 Goggles (Eye Shield) (1)
 - 3.29.6.3 Mask (1)
 - 3.29.6.4 Three (3) Pairs of Gloves (what kind of gloves)
 - 3.29.6.5 Scraper (1)
 - 3.29.6.6 Crepe Towels two (2)
 - 3.29.6.7 Antiseptic Towelettes, four (4)
 - 3.29.6.8 Disinfectant Towelette, four (4)
 - 3.29.6.9 Mouth to Mouth Barrier, one (1)
 - 3.29.6.10 Scoop Bag, three (3)
 - 3.29.6.11 Infectious Liquid Control Powder (2 oz.)

3.29.6.12 Red Bio-Hazard Bags with Ties, two (2)

- 3.29.7 Appropriate size Wheel Jack & Lug Wrench secured in an accessible but unobstructed location.
- 3.29.8 Web/Seat Belt Cutter: A 5.5" X 3" Web/Seat Belt Cutter shall be secured in a location accessible from the driver's seat.
- 3.29.9 Two Mylar Blankets: Two (2) folded, sealed and stored silver 80-85" x 50-70" Mylar disposable rescue blankets.
- 3.29.10 Wool Blankets: Two (2) wool blankets (62" X 80" each) shall be provided.
- 3.29.11 Safety Vest: A highly-visible reflective safety vest to be worn by the driver in case Of an emergency that makes the driver visible to evacuating passengers and other motorists.

3.30 MIRRORS

- 3.304.1 Interior: OEM day/night rear view mirror shall be retained.
- 3.30.2 Interior: One two and one half inch (2 ½") by ten inch (10") minimum rectangular Rear view mirror shall be installed that provides a complete view of the interior to the driver.
- 3.30.3 Exterior: Two (2) OEM power / heated mirrors with integrated blind spot mirror.

3.31 DUAL PURPOSE SAFETY VENT

3.31.1 Each vehicle shall be equipped with a five (5) way, 23" x 23" minimum vent/escape hatch, Transpec Model 1975 or 1122, or Equal (as defined by FMVSS 217, see link below) dual purpose safety vent capable of being used as a multi-position roof ventilator and as an emergency exit.

http://www.ecfr.gov/cgi-bin/textidx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571 12 17&rgn=div8

3.32 WHEELCHAIR SECUREMENT SYSTEM:

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

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

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

- 3.32.2 At each required wheelchair position a wheelchair securement system shall be provided to securely hold the wheelchair in the wheelchair position.
- **3.32.3** Provisions shall be made, in the wheelchair position area, to stow the straps and buckles off the floor when they are not in use. The stored straps shall not interfere with passenger movement or sitting space.
- 3.32.4 The vendor shall provide with each vehicle upon delivery a pamphlet, brochure or similar literature describing and instructing the use of the wheelchair securement system and shall demonstrate to the recipient the proper method of using the system. Demonstration of the securement system must be performed to insure correct use of the system.
- 3.32.5 Each wheelchair station shall have a securement system fully complying with ADA requirements and capable of securing most common wheelchairs and other mobility aid devices. Each wheelchair space shall have at least six (6") inches in between each space for easy access of driver.

3.33 WHEELCHAIR OCCUPANT RESTRAINT SYSTEM

- **3.33.1** A restraint system shall be provided for the occupant of the wheelchair at each wheelchair position.
- **3.33.2** The restraint system shall be a seat belt assembly permanently attached to the floor or side of the vehicle or to the wheelchair lock supports.
- 3.33.3 The restraint system shall be capable of securing a passenger in all types of wheelchairs or Scooters, while the chairs are locked in position.
- 3.33.4 The seat belt shall be at least eighty (80) inches long and shall be easily fastened and unfastened by the wheelchair occupant.
- 3.33.5 An ADA compliant, fully automatic retractable restraint system that has self-tensioning, Self-locking tie down belts that are interchangeable and that feature quick-release S- hooks, such as the Lok-It from American Seating, the Sure-Lok Titan Retraktor System, Q'Straint QRT Deluxe System, Secura or Equal, meaning the wheelchair retractors shall be fully automatic, auto locking and self-tensioning.
- **3.33.6** The retractors shall automatically remove any slack in the webbing after they are secured to the wheelchair.
- 3.33.7 The retractors shall be self-retracting; so no belts are left on the floor
- **3.33.8** The retractors shall be heavy duty with heat treated structural components and plated for superior corrosion resistance.

- **3.33.9** The retractors shall have a chrome plated metal cover for long lasting protection.
- 3.33.10 The retractors shall have BLUE webbing and the occupant restraints shall be of a contrasting color for easy identification in the field.
- 3.33.11 The retractors shall be designed to be low profile to fit under most wheelchair foot rests.
- 3.33.12 The retractors shall be equipped with anchoring points for the attachment of the occupant restraint lap belts.
- 3.33.13 The retractors shall be able to be used with a variety of shoulder/lap belt combinations.
- **3.33.14** The retractors shall have manual knobs for additional tightening if needed.
- **3.33.15** The retractor shall be able to secure a wheelchair with one hand in as little as ten (10) seconds.
- 3.33.16 The retractors shall have a warranty period of three (3) years and shall have a manufacturing label to identify the part number and date of manufacture for traceability.
- 3.33.17 The retractors, occupant restraints and anchoring equipment shall be installed in accordance with the manufacturer's installation instructions and recommendations.
- 3.33.18 The retractors and occupant restraints shall meet or exceed but not limited to the following specifications: 30mpg/20g Impact Test Criteria per SAE J2249; ISO 10542; Canadian Z605; National Standards for School Buses; ADA (49 CFR Part 38); FMVSS 209, 222 and 302.

FMVSS 209:

http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571 120 9&rgn=div8

FMVSS 222:

http://www.ecfr.gov/cgi-bin/text-idx?SID=7d443eb75ceba033fed91e90f816b574&node=se49.6.571_122 2&rgn=div8

FMVSS 302:

https://www.sp.se/en/index/services/firetest_building/firetest_bu%C3% ADIding/FMVSS302/Sidor/default.aspx

3.33.19 Medium-Duty Series L-Track with flanges, mounting holes and

clear anodized finish to be used, like FE-748-100-PD4C track with end caps, or Equal, floor anchoring product for wheelchair Tie-Downs and Occupant restraint systems.

- 3.33.20 The seams between the flooring and the track need to be treated to ensure that no moisture can get to the track to cause track deterioration.
- 3.33.21 Track and securement system need to comply with manufacturer's recommendations regarding using the same manufacturer's track and securement systems.
- 3.33.22 Vendor shall provide four (4) each of sixteen inches (16") quick straps for each securement location

3.34 WHEELCHAIR LIFT

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

- 3.34.1 Vehicle shall be equipped with one (1) fully automatic wheelchair lift, Braun Millennium 2 Series or equal. The list shall have been tested to a minimum static load of 2,400 lbs. The lift shall have a 1000 lbs. rated lifting capacity and shall be installed in the rear of vehicle.
- **3.34.2** The lift shall have a self-cleaning, see-through, non-skid platform which can be folded and unfolded by one person.
- 3.34.3 Lift control switch shall be completely weather proof with illuminated functions and labeled as to function. The controls shall be placed adjacent to the lift in such a position to enable the attendant or the disabled person, once the person is on the platform, to operate the lift. In the fully lowered position the platform shall measure at least thirty seven (37) inches wide and have an effective length of at least fifty one (51) inches. A safety barrier shall be the full length of the curb side edge of the platform and shall be a moveable hinged surface to provide a barrier to prevent the wheelchair from rolling off the lift during operation. Barrier to have a durable rubber nose guard and be powder coated yellow for safety and high visibility. A two (2) inch high barrier shall also be provided on each side of the platform to prevent wheelchairs from rolling over the edge. Two (2) automatic fold handrails shall be provided one on each side of the platform. A safely belt shall be installed on the lift to secure the occupant during the use of the lift.
- 3.34.4 Power unit shall be twelve (12) volt electro-hydraulic system. Power unit shall be readily accessible for service. A manual hand crank shall be installed for lift operation in the event of power failure.

- 3.34.5 Lift shall be capable of being used from curb level or ground. The lift should be capable of safely lifting an eight-hundred (800) pound rated lifting capacity. The lift platform should be capable of being raised or lowered with a load in no more than twelve (12) seconds. All power units, operating joints, linkage, and mounting points to the body shall be certified by the manufacturer as being adequate for the I loading. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions.
- 3.34.6 All sliding surfaces and load bearing pivot points shall be free of exposed grease and constructed with ball and roller bearings. All electrical and hydraulic lines and units, all control mechanisms and cables shall be securely fastened and placed so as not to interfere with passenger ingression and egression, or with any moving parts. All moving parts shall be shielded from contact with passengers and operator.
- 3.34.7 Platform shall fold into door area for storing while not in use. Platform in stored position shall not intrude into vehicle body more than 20 inches. Lift shall be adequately restrained in stored position to prevent lift from coming adrift while vehicle is in motion. The lift in its stored position shall not rattle.
- 3.34.8 It is the vendor's responsibility to provide instructions on the use of lift to meet the specified performance standards, and on the safe operation, maintenance and service of the lift, as well as, warranty information. An instructional video explaining the lift operations and lift maintenance shall be provided with each vehicle.
- 3.34.9 Lift controls shall be interlocked with the vehicle brakes and transmission and door, or other approved means, to ensure that the vehicle cannot be moved when the lift is not stowed and so the lift cannot be deployed unless the interlock mechanism(s) are engaged. The lift must not be able to be deployed without engaging the interlock system and the interlock must prevent the vehicle from being moved until the lift is stowed. Any interlock which can be disengaged prior to lift stowage will cause the vehicle not to be accepted. Intelligent Lift Interlock System Model # ILIS501 or equal.
- 3.34.10 Two (2) wheelchair lift lights shall be located on the wheelchair lift arms to illuminate the wheelchair lift platform below.
- 3.34.11 An interlocking system with fast idle, such as Intermotive Gateway, ILIS, or equal, shall be provided which renders the lift inoperative unless the transmission shift lever is in the "park" position and the emergency brake is applied.

3.35 MUD FLAPS

Rubber or polyurethane mud flaps shall be installed on the rear wheels.

3.36 AM/FM RADIO/CD

Vehicle shall be equipped with the OEM's deluxe digital Am/FM/BT SYNC clock radio stereo with a 6-speaker system for the passengers. One (1) speaker shall be installed in the driver's door or driver's side of the dashboard.

3.37 UNSPECIFIED ACCESSORIES & FEATURES

All parts, equipment, accessories, material, design, and performance characteristics not specified herein, but which are necessary to provide a complete unit, must be furnished with each unit and required to confirm to strength, quality of material, and quality of workmanship to those which are advertised and provided to the market in general by the unit industry. All parts and accessories advertised and regularly supplied as standard shall be included, except those which would represent duplication of these specified and except those which, by specification, are not to be furnished. All standard safety features, required by Federal and State Law, shall be included. Vehicles must have all equipment found on the manufacturer's base model plus other equipment requirements, packages, items, etc. needed to meet the specifications.

3.40 TRAINING

The Vendor shall, at its own expense conduct two (2) one day training sessions at two different locations between the hours of 8:00 a.m. to 5:00 p.m. Dates will be mutually agreed upon, with the option of additional training days, if necessary. The Division will arrange a venue and registration. The vendor will provide one or more qualified instructor(s) and materials. Instructors shall conduct schooling sessions which shall be designated to instruct the Recipient Agency's in-house driver training staff in proper and safe on-road operation of the vehicle, in operating characteristics and limitations of the vehicle, and identification and proper operation of all driver's controls. Instructors shall also conduct training sessions for maintenance instructors and qualified mechanics to give thorough and proper training in the maintenance and repair of all operating systems of the vehicle including: (1) power train, (2) electrical system, (3) heating, ventilation and air conditioning system, (4) braking and air system, and (5) wheelchair lift and securement systems. The Vendor shall also provide visual and other teaching aids for use by each Recipient Agency's own staff.

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4 REQUIREMENTS SPECIFIC TO EACH VEHICLE CLASS

- 4.1 <u>Class A</u>: Vehicles identified as Class A vehicles must meet the following mandatory requirements in addition to the requirements listed in Section 3. Also 5310 Logo and striping as outlined in Section 3.16.1
 - 4.1.1 Measurements and Other Specifications:

GVWR 10,360 minimum WHEELBASE 148" Minimum REAR AXLE Dual Rear Wheel SEAT/WHEELCHAIR CAPACITY Eight/Two

DASSENCED HEAT SAIG

PASSENGER HEAT & A/C OEM Front & Rear Dual System

ENGINE TYPE Gasoline

ENGINE CAPACITY 3.5L EcoBoost V6
SPARE TIRE Under Body or Loose

BATTERY Dual FAST IDLE Yes

- 4.2 <u>Class B</u>: Vehicles identified as Class B vehicles must meet the following mandatory requirements in addition to the requirements listed in Section 3. Also 5310 Logo and striping as outlined in Section 3.16.1.
 - 4.2.1 Measurements and Other Specifications:

GVWR 10,360 minimum WHEELBASE 148" Minimum REAR AXLE Dual Rear Wheel

SEAT/WHEELCHAIR CAPACITY Ten/One

PASSENGER HEAT & A/C OEM Front & Rear Dual System

ENGINE TYPE Gasoline

ENGINE CAPACITY 3.5L EcoBoost V6
SPARE TIRE Under Body or Loose

BATTERY Dual FAST IDLE Yes

- 4.3 <u>Class C</u>: Vehicles identified as Class C vehicles must meet the following mandatory requirements in addition to the requirements listed in Section 3. Also 5310 Logo and striping as outlined in Section 3.16.1.
 - 4.3.1 Measurements and Other Specifications:

GVWR 10,360 minimum
WHEELBASE 148" Minimum
REAR AXLE Dual Rear Wheel
SEAT/WHEELCHAIR CAPACITY Thirteen Ambulatory

PASSENGER HEAT & A/C OEM Front & Rear Dual System

ENGINE TYPE Gasoline

ENGINE CAPACITY 3.5L EcoBoost V6 SPARE TIRE Under Body or Loose

BATTERY FAST IDLE

Dual Yes

4.4 <u>Class D</u>: Vehicles identified as Class D vehicles must meet the mandatory requirements listed in Section 3 and the mandatory requirements of Class A with the addition of the mandatory requirements of the Fixed Route Package listed below.

FIXED ROUTE PACKAGE

This package will also contain fare box provision, destination signs, PA system, passenger signaling system, strobe light and security cameras as described below.

FARE BOX PROVISIONS

Prewiring, mounting plate and stanchion for fare box installation shall be provided. Fare box mounting arrangements shall be provided at ambulatory passenger door.

DESTINATION SIGNS

Front digital destination sign shall be provided in the upper front cap of the vehicle. A lightweight all LED sign that provides a wide viewing angle for visibility at day or night with automatic brightness adjustment. Signs must be compatible with Windows 95/98/2000/ or NT programming platform for easy transit system use. The sign must come with all accessories in order for the transit systems to change routes daily, if needed, including an operator control unit (OCU) with PC card port for uploading data will be required for each vehicle along with a 12V DC converter. The destination sign must meet all ADA standards and must have a minimum operating life of 100,000 hours. The sign shall be fastened to the body of the vehicle on the top and bottom of each destination sign to secure and eliminate all movement. Brackets should be used in addition to normal installation procedures to secure signs at the top and bottom.

Control panel for the signs shall be located at a position convenient for driver operation and shall be approved by the Division of Public Transit.

Dimensions: front – All LED 14 x 108 small pitch sign. Side – All LED 14 x 72. All programmable software and hardware is to be provided. Customer support shall be provided. The Division of Public Transit shall approve size and location of windows.

PA SYSTEM

Mobile PA with hand held mic with one external speaker and 2 internal speakers shall be provided. PA system shall be separate from the radio system

PASSENGER SIGNALING SYSTEM

A wireless stop request system - stop request and chime with touch tape at the wheelchair positions shall be provided. The wireless stop request system shall be at a height that individuals with disabilities can access the cord at seat level front to rear.

STROBE LIGHT

A protected or guarded strobe light shall be installed on the top of the vehicle to the rear.

- 4.5 <u>Class E</u>: Vehicles identified as Class E vehicles must meet the mandatory requirements listed in Section 3 and the mandatory requirements of Class B with the addition of the mandatory requirements of the Fixed Route Package listed under Class D.
- 4.6 Class F: Vehicles identified as Class F vehicles must meet the mandatory requirements listed in Section 3 and the mandatory requirements of Class C with the addition of the mandatory requirements of the Fixed Route Package listed under Class D.
- 4.7 <u>Class G</u>: Vehicles identified as Class G vehicles must meet the mandatory requirements listed in Section 3, the mandatory requirements of Class A with the addition of the mandatory requirements of the Fixed Route Package as described and vehicle paint scheme as described below.

TRANSIT SYSTEM PAINT SCHEMES

For painted transit system paint schemes, surface shall be properly cleaned and primed, as appropriate, for the paint used. Touch up paint for each paint color used shall be provided. Finished surfaces shall not be damaged by controlled application of commonly used graffitiremoving chemicals. Schemes which can have at least 2-3 colors, with the possibility of up to 5 colors. Skirt painting shall be included in the price.

Paint schemes and paint colors for the transit schemes will be provided by the Division upon award.

- 4.8 <u>Class H</u>: Vehicles identified as Class H vehicles must meet the mandatory requirements listed in Section 3, the mandatory requirements of Class B with the addition of the mandatory requirements of the Fixed Route Package as described and vehicle paint scheme as described under Class H.
- 4.9 Class I: Vehicles identified as Class I vehicles must meet the mandatory requirements listed in Section 3, the mandatory requirements of Class C with the addition of the mandatory requirements of the Fixed Route Package as described and vehicle paint scheme as described under Class H.

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5 ADDITIONAL REQUIREMENTS APPLICABLE TO ALL VEHICLES

5.1 Summary of Items To Be Provided Upon Delivery

The following items shall be furnished by the successful Vendor upon delivery of the vehicle:

- a. All warranty verification vouchers, certificates or coupons.
- b. Supply two (2) sets of the following manuals, per model year, for each transit authority that receives vehicles:

Two (2) complete parts books

Two (2) maintenance manuals

Including wiring schematics of auxiliary circuits and all other necessary prints for the maintenance of the vehicle and

One (1) OEM operations manual

For other agencies receiving vehicles, the successful bidder shall supply one (1) copy of each mentioned per vehicle.

- c. Completely filled fuel tank or tanks.
- d. Protection to 20° F below zero with permanent type antifreeze.
- e. A vehicle(s) free of dealer signs and emblems.
- f. Assurance of compliance with manufacturer's pre-delivery service.
- g. A vehicle(s) which is clean, (If delivery of the vehicle occurs during the winter months of October through March, the vehicle shall be washed directly prior to delivery at Kanawha Valley Regional Transportation Authority to ensure that the vehicle is free of dirt and salt deposits) lubricated, serviced and ready for immediate service.
- h. Operation, maintenance and warranty information for any add on equipment will be provided upon delivery if available to the Vendor.
- Original vehicle chassis manufacturer's factory sticker itemizing equipment on the vehicle.
- A certified weight slip showing front and drive axle weights for the vehicle at its curb weight as defined in Technical Specifications.
- k. Proof of Alignment.
- Vehicle shall comply with and conform to the State of West Virginia Motor Vehicle Inspection Law and shall have the current inspection sticker attached to the windshield.

m. Two (2) bulkhead mounted document protectors, eight and one-half inches by eleven inches (8.5" x 11") for display of route information or system announcements.

5.2 Title

Adequate documents for securing the vehicle in the name of the Division of Public Transit shall be provided to the Division of Public Transit at least 10 working days prior to the delivery of each vehicle. The Vendor warrants that the title shall pass to the Division of Public Transit free and clear of all liens, mortgages and encumbrances, financing statements, security agreements, claims and demands of any character.

According to WV State Code §5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$10 per calendar day for failure to provide the titling documentation at the time of vehicle delivery. This clause shall in no way be considered exclusive and shall not limit the State or agency's right to pursue any other additional remedy to which the State or agency may have legal cause for action including further damages against the vendor.

All documentation (Certificate of Origin, Delivery/Odometer Statement, Etc.) in original form must be mailed or hand carried to:

WV Division of Public Transit 1900 Kanawha Blvd., East Building 5, Room 650 Charleston, WV 25305

5.3 QUALITY ASSURANCE

5.3.1 QUALITY ASSURANCE ORGANIZATION

The Vendor shall establish and maintain an effective quality assurance organization. It shall be a specifically defined organization and should respond directly to the Vendor's management. The Vendor's complete quality assurance program for purchased components and in-plant inspection procedures shall be available for review by the Division of Public Transit prior to award.

Control

The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supplied articles.

Authority and Responsibility

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and acceptance/rejection of materials and manufactured articles in the production of the vehicles.

5.3.2 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

Work Instructions

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

Records Maintenance

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspections and test are completed.

Corrective Actions

The quality assurance organization shall detect and promptly assure correction of any condition that may result in the production of defective vehicles. These conditions may occur in designs, purchases, manufacture, tests, or operations that culminate in defective supplies, facilities, technical data, or standards.

5.3.3 STANDARDS AND FACILITIES

Configuration Control

The Vendor shall maintain drawings and other documentation that completely describe a quality vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each vehicle is manufactured in accordance with these controlled drawings and documentation.

Measuring and Testing Facilities

The Vendor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

Production Tooling as Media of Inspection

When production jigs, fixtures, tooling master patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.

Equipment Use By Division of Public Transit's Inspector(s)

The Vendor's gauges and other measuring and testing devices shall be made available for use by the Division of Public Transit's inspector(s) to verify that the vehicles conform to all specification requirements. If necessary, the Vendor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

5.3.4 CONTROL OF PURCHASES

The Vendor shall maintain quality control of purchases.

Supplier Control

The Vendor shall require that each supplier maintains a quality control program for the services and supplies that it provides. The Vendor's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of non-conforming materials.

Purchasing Data

The Vendor shall verify that all applicable specification requirements are properly included or referenced in purchases of articles to be used on vehicles.

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5.3.5 MANUFACTURING CONTROL

The Vendor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions, establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

Completed Items

A system for final inspection and test of completed vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle.

Non-conforming Materials

The quality assurance organization shall monitor the Vendor's system for controlling non-conforming materials. The system shall include procedures for identification, segregation, and disposition.

Statistical Techniques

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

Inspection Status

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.

5.3.6 INSPECTION SYSTEM

The quality assurance organization shall establish, maintain, and periodically audit a fully documented inspection system. The system shall prescribe inspection and test of materials, work in progress and completed articles. At a minimum, it shall include the following controls.

Inspection Stations

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural integrity; electrical; hydraulic; through floor securements; OEM defects; coverage of the undercoating; and other components and assemblies for compliance with the design requirements.

Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practicable, underbody structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation

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installation, engine installation completion, underbody dress-up and completion, vehicle prior to final paint touch up, vehicle prior to road test, and vehicle final road test completion.

The manufacturer shall provide on its premises a suitable hoist for a complete inspection of the underside of the vehicle. A pit is not acceptable.

Inspection Personnel

Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.

Inspection Records

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes for other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles shall be isolated and then scrapped.

Discrepancies noted by the Vendor or Division of Public Transit's inspector during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the non-conforming materials, the Division of Public Transit shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

Quality Assurance Audits

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the Division of Public Transit.

Division of Public Transit's Inspector(s)

The Division of Public Transit may be represented at the Vendor's plant by their inspectors, they shall monitor, in the Vendor's plant, the manufacture of vehicles built under this procurement. The Division of Public Transit's inspectors shall be authorized to release the vehicles for delivery. Upon request to the quality assurance supervisor, inspectors shall have access to the Vendor's quality assurance files related to this procurement. These files shall include drawings, material standards, parts lists, inspection processing and reports, and records of defects. The presence of these inspectors in the plant shall not relieve the Vendor of its responsibility to meet all of the requirements of this procurement.

The Division of Public Transit's inspectors shall not have the authority to stop the Vendor's production line until any apparent problem area of major significance that arises to warrant such actions is fully discussed with the Vendor's top management.

5.4 SERVICE AND PARTS

The Vendor shall state on **Bid Form #1** the representative(s) responsible for assisting the Recipient Agencies, as well as, the location of the nearest distribution center(s) which shall furnish a complete supply of parts and components for the repairs and maintenance of the vehicles to be supplied.

5.5 Materials and Workmanship

- a. Vendor shall incorporate in the proposed vehicle(s) the latest technological achievements consistent to achieving maximum service live and superior attractiveness of appearance.
- b. Vehicle(s) shall be delivered in new, first-class condition, complete and ready for operation on the street and the Vendor shall assume all responsibility and liability incident to said delivery.
- c. All materials used in the construction of vehicle(s) and in all its parts and accessories shall conform to A.S.T.M., S.A.E., or similar associations published standards, and be of top quality.
- d. The vehicle(s) shall be built with suitable and easily accessible compartments provided for all apparatus, sound deadening insulation, wherever needed, and all operating devices so mounted as to reduce and keep all noise and vibration to an absolute minimum.
- e. Vendor shall assume responsibility for all material and accessories used in vehicle(s) and their proper installation and their warranty, whether the same is manufactured by the Vendor or purchased ready-made from a source outside the Vendor's company.
- 5.6 Spare Parts The Vendor shall guarantee the availability of replacement parts for these vehicles for at least a seven (7) year period after the date of acceptance. Spare parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provision of this contract.
- 5.7 Engineers The Vendor shall, at its own expense, have a competent engineering representative(s) available on request to assist the Recipient Agencies staff in the solution of engineering or design problems within the scope of the specifications that may arise during the warranty period.
- 5.8 Documents –The Vendor shall keep maintenance manuals available for a period of ten (10) years after the date of acceptance of the vehicles procured under this contract. The Vendor shall also keep parts books up-to-date for a period of ten (10) years. The supplied maintenance and operators' manuals shall incorporate all equipment ordered on the vehicles covered by this procurement. The Agency shall have access to these reports as requested.

5.9 WARRANTIES

The Vendor has an obligation to ensure that the entire vehicle is covered by a warranty. The Vendor shall make every effort to assure that all obligations defined under all warranties applicable to the vehicle or any subpart of the vehicle are unfilled.

WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on the Vendor. Consistent with this requirement the Vendor warrants and guarantees to the Division of Public Transit each complete vehicle, and specific subsystems and components as follows:

5.9.1 Complete Vehicle

The vehicle is warranted and guaranteed to be free from defects and related defects for three (3) years or 36,000 miles, whichever comes first, beginning on the first day after the date of final acceptance of each vehicle. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the Recipient Agencies locales.

5.9.2 Warranty of Basic Vehicle Structure

The Vendor shall warranty the frame and suspension members for three (3) years or 36,000 miles, whichever comes first. This warranty shall not cover air bags, leveling valves, springs or other normal wearing parts. The Vendor is not liable for warranty if the Recipient Agencies voids the warranty as outlined in this Section. If the frame or suspension fails or shows indication of imminent failure, the Recipient Agencies will immediately notify the Vendor of said defect. Within ten (10) calendar days the Vendor will inform the Recipient Agencies on how the Vendor will repair the vehicle. Repair of frame and suspension failures will be the responsibility of the Vendor. Within fifteen (15) calendar days from notification of the defect the Vendor shall begin the repair of the frame and suspension defects. If the vehicle with the reported frame and suspension defect is out of revenue service for more than twenty (20) calendar days because of the reported defect, the Vendor will have to either provide a substitute vehicle of equal seating capacity with wheelchair lift (if applicable) of the same age or newer than the vehicle with the defect or directly reimburse the Recipient Agencies the cost of leasing a substitute vehicle. The maximum daily reimbursement will be \$300. The Vendor will have to continue to provide a substitute vehicle or reimburse the Recipient Agencies until the defect is completely repaired.

5.9.3 Warranty Locations

A description of how and by whom warranty service is to be provided in four (4) areas of West Virginia and should be included in the bid proposal but must be provided before award.

The information should cover both mechanical and body work. All bidders shall provide vendors who will do the warranty of both chassis and body, including vehicle body, air

conditioning and wheelchair lifts. The four warranty service areas of West Virginia include: The Northern Panhandle, Eastern Panhandle, Central West Virginia and Southern West Virginia.

5.9.4 Subsystems and Components

The subsystems and components are warranted and guaranteed to be free from defects and related defects as follows:

ENGINE:

Three (3) years or 36,000 miles, whichever comes first.

TRANSMISSION: Three (3) years or 36,000 miles, whichever comes first.

DRIVE AXLE:

Three (3) years or 36,000 miles, whichever comes first.

BRAKE SYSTEM: Excluding friction material,

Three (3) years or 36,000 miles

whichever comes first.

BASIC BODY

Three (3) years or 36,000

STRUCTURE

miles, whichever comes first.

INTEGRITY:

AIR CONDITIONING Three (3) years or 36,000 miles SYSTEM:

WHEELCHAIR

Two (2) years

LIFT SYSTEM:

ALL ADD ON COMPONENTS: Two (2) years, unlimited miles

5.9.5 **VOIDING OF WARRANTY**

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse, negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with the Vendor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the Recipient Agencies fails to conduct normal inspections and scheduled preventative maintenance procedures as recommended in the Vendor's maintenance manuals.

5.9.6 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the Recipient Agencies such as radios, fare boxes and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which the Vendor is responsible.

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5.9.7 DETECTION OF DEFECTS

If the Recipient Agency detects a defect within the warranty periods defined in Section 5.10.1 of this Part, it shall promptly notify the Vendor's representative five (5) working days after receipt of notification, the Vendor's representative shall either agree that the defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Vendor's representative or is removed and examined at the Recipient Agencies property or at the Vendor's plant. At that time, the status of warranty coverage on the subsystem or component shall be mutually resolved between the Recipient Agency and the Vendor. Work necessary to effect the repairs defined in Section 5.10 of this Part shall commence within ten (10) working days after receipt of notification by the Vendor.

5.9.8 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the Recipient Agencies and the Vendor's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the Recipient Agencies reserves the right to commence the repairs in accordance with Section 5.10.

5.9.9 FLEET DEFECTS

A fleet defect shall be defined as the failure of any identical items covered by the warranty and the specifications herein, and occurring in a twenty percent (20%) portion of the vehicles purchased under this contract.

The Vendor shall correct a fleet defect under the warranty provision. After correcting defect, the Vendor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the vehicles purchased under this contract. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date of the repair/replacement for the corrected item.

5.10 REPAIR PROCEDURES

5.10.1 Repair Performance

At its option, the Division of Public Transit, or its designated representative, may require the Vendor, or its designated representative, to perform warranty covered repairs that are clearly beyond the scope of Recipient Agencies capabilities. All warranty work done by Recipient Agencies personnel will be reimbursed by the Vendor.

5.10.2 Repairs by Vendor

If the Recipient Agencies requires the Vendor to perform warranty covered repairs, the Vendor's representative must begin the work necessary to make repairs, within ten (10) working days after receiving notification of a defect from the Recipient Agencies. The Recipient Agencies shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor will provide, at its own expense, all spare parts, tools and space required to complete repairs. At the Recipient Agencies option, the Vendor may be required to complete repairs. At the Recipient Agencies option, the Vendor may be required to remove the vehicle from Recipient Agency's property while repairs are being effected. If the vehicle is removed from Recipient Agency's property, repair procedures must be diligently pursued by the Vendor's representative.

5.10.3 Repairs by Recipient Agencies

a. Parts Used- New Parts Only

If the Recipient Agency performs the warranty covered repairs, it shall correct or repair the defect and any related defects using Vendor specified spare parts available from its own stock or those supplied by the Vendor specifically for this repair. Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this warranty shall be submitted by the Recipient Agency to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.

b. Vendor Supplied Parts

The Recipient Agency may request that the Vendor supply new parts for warranty covered repairs being performed by the Recipient Agency. These parts shall be shipped prepaid to the Recipient Agency from any source selected by the Vendor within 10 (ten) working days of receipt of the request for said parts.

c. Defective Components Return

The Vendor may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor. Materials should be returned in accordance with Vendor's instructions.

d. Reimbursement for Labor

The Recipient Agencies shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the current per hour, straight wage rate, plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area.

These wage and fringe benefit rates shall not exceed the rates in effect in the Recipient Agencies service garage at the time the defect correction is made.

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e. Reimbursement for Parts

The Recipient Agencies shall be reimbursed by the Vendor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 10 percent handling costs.

5.10.4 WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit, or subsystem is rebuilt or replaced by the Vendor or by the Recipient Agencies personnel, with the concurrence of the Vendor, the subsystem shall have the unexpired warranty period of the original subsystem.

6 CONTRACT AWARD

- 6.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 6.2 The Federal Transit Administration's "Third Party Contracting Circular" (4220.1F), requires grantees (the DPT) to conduct procurements in a manner that prohibits the use of statutorily or administratively imposed In-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

Therefore, the In-State vendor preference per West Virginia Code 5A-3-37 shall not apply to this procurement since it is partially or entirely funded with Federal Transit Administration funds.

7. PRICING PAGE

- 7.1 Pricing Pages: Vendor should complete Exhibit A Pricing Page by listing the unit price for each vehicle class, multiplying the unit price by the estimated quantity to arrive at an extended price, and then adding the extended prices for each Class to arrive at a total. All prices quoted are to be in whole dollars and include delivery charges.
- 7.2 Exhibit A Pricing Page contains a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.
- 7.3 Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can

request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Melissa.K.Pettrey@wv.gov

7.4 Additional agencies, as noted, could purchase from any awarded contract resulting from this bid. Specified deliverables would be as originally advertised, competed, evaluated, and awarded.

8. BID REQUIREMENTS

8.1 All bids must remain in effect for the life of the contract except if vehicle chassis manufacturer issues a model year chassis price increase. A request for a model year chassis price increase is the only price increase that will be considered.

To request a new model year chassis price increase, the request shall be submitted to the Division of Public Transit. Documentation from the actual chassis manufacturer of the chassis price increase is required to be included in the request or the price increase will not be considered.

8.2 All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Acceptable delivery method include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

West Virginia Purchasing Division 2019 Washington Street East Capitol Complex Building 15 Charleston, WV 25305 General Fax: 304-558-6026

9. VENDOR QUALIFICATIONS

The Vendor must be a person, firm or corporation that:

- a. Has in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the contract.
- b. Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.
- c. Has similar vehicles in operation in comparable service for a minimum of one (1) year. The Vendor may be required to furnish a customer list indicating the number of units and dates in service during or equal period of during the bid evaluation period in addition to the requirements under Section 10.2 of these specifications.
- d. In lieu of this requirement, certified results of a shaker test may be requested by the Division of Public Transit during the or equal period to prove the proposed vehicles to be capable of operating the service contemplated for these vehicles.

- e. Has the necessary facilities and financial resources to complete the contract in a satisfactory manner within a required time. The Division of Public Transit shall have the right to conduct a pre-award survey of each Vendor.
- f. Has complete and accurate maintenance, parts and operators manuals.

10. MISCELLANEOUS ITEMS TO BE SUPPLIED WITH BID

- 10.1 Federal Transit Administration (FTA) Terms and Conditions and Certifications: Current FTA Terms and Conditions are included in this bid and must be met. Certifications for Vehicle Purchases, including Vehicle Pollution Requirements, Federal Motor Vehicle Safety Standards, Debarred Bidders, Disadvantaged Business Enterprise Manufacturers, Buy America Rolling Stock, Restrictions on Lobbying are provided on Bid Form Pages #1 - #10. All bid forms provided should be properly completed and furnished by the Vendor as part of the bid and must be completed before award can be made.
- 10.2 Pre-Award Review The Vendor shall submit the following items and any further items if requested prior to award.
 - A. Complete mechanical description of vehicle, its construction and equipment including manufacturer's model name and/or number. Equipment to be described shall include the wheelchair lift, air conditioner, flip-up seat, and wheelchair securement system, if these items are specified herein.
 - B. Proposed interior floor plans, showing detailed dimensions including the location of the wheelchair securement system and stanchions if specified.
 - C. Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.
 - D. Samples or paint charts of available exterior paint colors and vinyl.
 - E. Description of the warranties the Vendor proposes to furnish for the vehicle and for required ancillary equipment, including a listing of sites where warranty work will be performed.
 - F. The location of the nearest depot which will furnish a complete supply of parts and components for the repair and maintenance of the vehicle to be supplied.
 - G. Description of the undercoating/rustproofing system, including warranty to be provided.
 - H. Identification of the specific location of the place of assembly in the case of a bus or the place of a conversion in the case of a converted van. If the location changes, the Vendor must notify the Division of Public Transit, in which case the Division of Public Transit reserves the right to perform an inspection similar to the pre-award inspection identified. If the results of the inspection are unsatisfactory, the Division of Public Transit may begin the contract termination process through the WV State Purchasing Division.

I. A list of five (5) users names, addresses, and telephone numbers who have been provided similar equipment by the Vendor. If the Vendor has not provided similar equipment, the Division of Public Transit reserves the right to determine the acceptability of the equipment proposed by the Vendor.

10.3 Disadvantaged Business Enterprise (DBE)

- A. All U.S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts between FTA, the Division of Public Transit, and any Vendor shall include the following language:
 - Policy It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 that DBEs shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement.
 - DBE Obligation The recipient or its Vendor agrees to ensure that DBEs as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to the agreement. In this regard, all recipients or Vendors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their Vendors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation-assisted contracts.
 - The manufacturer of transit vehicles shall certify that it has complied with the requirements of 49 CFR Part 26 (March 4, 1999), Section 26.49, "Transit Vehicle Manufacturers". This certification shall be submitted with responses to this solicitation on Bid Form #3.
 - 4) The Vendor shall make good faith efforts to replace a DBE subcontractor that is unable to perform, with another DBE subcontractor.
 - 5) Where the Vendor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, the Division of Public Transit may declare the Vendor noncompliant and in breach of contract.
 - The Vendor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the Division of Public Transit DBE Program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the Division of Public Transit and will be submitted to the Division of Public Transit upon request.
 - 7) The awarded Vendor agrees to include the following assurance in every subcontract it signs relevant to this contract: The Vendor and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin,

or sex in the award and performance of any FTA or U.S. DOT-assisted sub-agreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26.

The Vendor and each third party subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted sub-agreements, third party contracts and third party subcontracts, as applicable.

Failure by the Vendor and any of its third party contracts or third party subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this contract, and

The following remedies, or such other remedy as the Division of Public Transit deems appropriate, include, but are not limited to, withholding payments; assessing sanctions; liquidated damages; and/or disqualifying the Vendor from future bidding as non-responsible.

- 10.4 Prohibited Interest No employee, officer, board member, agent or their family members of the Division of Public Transit may participate in the selection, award or administration of a contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Vendor selected for the contract.
- 10.5 <u>Civil Rights Requirements</u> In connection with the execution of this contract, the following requirements will apply:
 - A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, As amended, 42 U.S.C. § 2000d, et seq., Age Discrimination Act of 1975, as amended, 42 U.S.C. §6101, et. seq., Americans With Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, et. seq., and Federal transit law at 49 U.S.C. §5332, as amended, the Vendor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age or disability. In addition, the Vendor agrees to comply with any other applicable Federal statutes that may be signed into law or regulations that may be promulgated.
 - B. <u>Equal Employment Opportunity</u>. The following equal employment opportunity requirements apply to the underlying contract:
 - Orientation, Gender Identity or Status as a Parent. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq., and Federal transit laws at 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order Number 11246, "Equal Employment Opportunity", as amended by Executive Order Number 11375,

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"Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, religion, national origin, sex, disability, age, sexual orientation, gender identity or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. In addition, the Vendor agrees to comply with any implementing requirements FTA may issue.

- C. The Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- 10.6 Buy America Certification Vendor agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which provides that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include, microcomputer equipment, software, and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.
 - A. A bidder must submit to the Division the appropriate Buy America certification on Bid Form #4 with all bids on FTA-funded contracts, except those subject to a general waiver. Per FTA requirements, bids that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.
 - B. Should the Vendor be declared responsive and low bid, pursuant to Pre-Award and Post Delivery Audit Requirements, the Division will require the Vendor to submit documentation (prior to any award) that lists:
 - Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - The location of the final assembly point for the rolling stock, including a
 description of the activities that will take place at the final assembly point and the
 cost of final assembly.
 - The Vendor shall submit one manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification sticker providing information that the

vehicle quoted complies with relevant FMVSS, or Manufacturer's certified statement that the contracted vehicles will not be subject to FMVSS regulations.

- 4) Vendor shall submit evidence that it will be capable of meeting the bid specifications.
- C. As required by the Post Delivery Audit Requirement, any successful vendor will be required to furnish the following prior to any completed vehicle being placed into service or before any payment can be made:
 - Actual component and sub-component parts of the rolling stock provided, identified by manufacturer of the parts, their country of origin and costs; and
 - Actual location of the final assembly point for the rolling stock provided, including a description of the activities that took place at the final assembly point and the actual cost of final assembly.
- 10.7 Federal Regulation Changes Vendor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (FTA MA(22) dated October 1, 2015) http://www.fta.dot.gov between the WV Department of Transportation, Division of Public Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Vendor's failure to so comply shall constitute a material breach of this contract.
- 10.8 <u>Debarment and Suspension</u> This contract will comply with the requirements of 2 CFR Part 180, subpart C as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200. Vendor is required to submit **Bid Forms #6 & #7** with bid.

The Division will not enter into any arrangement to participate in the development or implementation of a contract with any Vendor that is debarred or suspended except as authorized by Executive Orders No. 12549, "Uniform Suspension, Debarment or Exclusion of Participant from Procurement or Non-procurement Activity," October 13, 1994, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989, 31 U.S.C. § 6101 note, and other applicable federal laws, regulations, or guidance regarding participation with debarred or suspended Vendors.

The Division will review the U.S. GSA "System for Award Management – Lists of parties Excluded from Federal Procurement and Non-procurement Program," https://www.sam.gov,

As required by U.S. DOT regulations, 2 CFR Part 1200. If the Vendor's name is on the list, the Division cannot enter into a contract with a Vendor on the debarred list.

Should an approved Vendor have subcontracts, it is required to include similar provisions in each subcontract and review the SAM at https://www.sam.gov, to determine that the subcontractor is not on the debarred or suspended list.

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- Restrictions on Lobbying Every Vendor who applies or bids for an award of \$100.000 or more shall file the certification of Bid Form #9 required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of the registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the Division.
- 10.10 Environmental Regulations The Vendor agrees it will not use any violating facilities, will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities," will report violations of use of prohibited facilities to the Division who will in turn report each violation to FTA and the appropriate EPA Regional Office and will comply with the inspection and other requirements issued pursuant to the Environmental Protection Agency (EPA regulations (40 CFR, Part 15), which prohibits the use under nonexempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
- 10.11 Clean Air The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7606 and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 7671q. The Vendor agrees to report each violation to the Division and understands and agrees that the Division will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

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

10.12 <u>Clean Water</u> – The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other provisions of the Clean Water Act, as amended, U.S.C. 33 §§ 1251 – 1377. The Vendor agrees to report each violation to the Division and understands and agrees that the Division will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

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

- 10.13 Energy Conservation Requirements The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.
- 10.14 Contract Work Hours and Safety Standards Act The Vendor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 USC §§ 3701 et

seq., esp. § 3702) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

- A. Overtime Requirements No Vendor of subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweeks.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages In the event of any violation of the clause set forth in paragraph A of this section, the Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.
- C. Withholding for Unpaid Wages and Liquidated Damages The Division shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to by necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.
- D. Subcontracts The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. Payrolls and Basic Records Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worked, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and

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actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of the training programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

10.15 Hold Harmless – The Vendor agrees to protect, defend, indemnify and hold the State of West Virginia, the Division, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible of intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

10.16 Program Fraud and False or Fraudulent Statements and Related Acts

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

The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the

Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

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

10.17 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation, whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any DPT requests which would cause DPT to be in violation of the FTA terms and conditions.

10.18 Access to Records

The Vendor agrees to permit DPT, the Secretary of the US DOT and the Comptroller General of the United States, or their authorized representatives, to inspect all Contract work, materials, payrolls and other data and records with regard to the Contract. The Vendor also agrees to permit an audit of the books, records, and accounts of the Vendor and its subcontractors.

10.19 Accessibility

Vendor agrees that any vehicles provided shall be in accordance with the 42 U.S.C. Sections 12101 *et seq.*, and US DOT regulations, "Transportation Services for Individuals with Disabilities Act (ADA)," 49 CFR Part 37; and Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

10.20 Air Pollution and Fuel Economy

Vendor is to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Emissions from New and In-Use Vehicles," 40 CFR Part 86; and EPA regulations, "Fuel Economy and Greenhouse Gas Exhaust Emissions of Motor Vehicles" 40 CFR Part 600.

10.21 Bid Protest Procedures

 Vendors have the option of protesting certain decisions made by the Purchasing Division.

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Please refer to the following link for Vendor Protest Procedures under Section 6.8.

http://www.state.wv.us/admin/purchase/vrc/vpg/VendorProcurementGuide.pdf

10.22 Appeals to the Federal Transit Administration (FTA)

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

- 1) Requirements for the Protester The protester must:
 - a) Qualify as an "Interested Party" Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.
 - i) <u>Subcontractors</u> A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
 - ii) Consortia//Joint Ventures/Partnerships/Teams An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
 - iii) <u>Associations or Organizations</u> An association or organization that does not perform contracts does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
 - b) <u>Exhaust Administrative Remedies</u> The protester must exhaust its administrative remedies by pursuing the WV Purchasing Division protest procedures to completion before appealing their decision to FTA.
 - Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA, 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Purchasing Division's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the DPT's failure to have or failure to comply with the WV Purchasing Division's protest procedures or failure to review the protest.

- 2) Extent of FTA Review FTA limits its reviews of protests to:
 - a) Failure of DPT to have or adhere to WV Purchasing Division written bid protest procedures, or failure of DPT to review a complaint or protest.
 - Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.
 - c) Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

3) FTA Determinations to Decline Protest Reviews - FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with WV Purchasing Division's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

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11. ORDERING AND PAYMENT TO VENDOR

11.1 ORDERING:

- 11.1 Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication.
- 11.2 Payment When submitting invoices for payment to the Division of Public Transit, the Vendor shall be required to provide an original typed invoice. The following items shall appear on the invoice:
 - 1) Vendor's Federal Employee Identification Number (FEIN)
 - 2) Order number
 - 3) Invoice should reflect the base vehicle cost and any applicable options with unite cost. NOTE: Two invoices shall be submitted for each vehicle, one for 90% and one for 10%.
 - Submit all invoices to:
 Division of Public Transit
 Building 5, Room 650
 1900 Kanawha Blvd., East
 Charleston, West Virginia 25305
 - 11.2.1 Payment of 90% of the total cost shall be paid upon conditional acceptance of the vehicle(s).
 - 11.2.2 <u>Conditional acceptance</u> of the vehicle(s) by the Division of Public Transit shall be made upon completion of inspection by the Division of Public Transit under Section 17 of this RFQ.
 - 11.2.3 Under the conditional acceptance of the vehicle(s) provided, the Division of Public Transit shall retain 10% of the total cost per vehicle <u>until</u> all <u>vehicles</u> provided have been in actual service for thirty (30) days.
 - 11.2.4 In the event any vehicle is found to be unacceptable during the thirty (30) day period of conditional acceptance, the Division of Public Transit shall furnish to the Vendor, in writing, a letter of non-acceptance detailing any and all deficiencies.
 - 11.2.5 <u>Final acceptance</u> on each vehicle shall be made by the Division of Public Transit in writing upon completion of the period of conditional acceptance and/or after any and all deficiencies have been corrected.

- 11.2.6 <u>Final acceptance</u> shall be made on each <u>individual</u> vehicle provided. (Some vehicles may be accepted, while acceptance of others remains pending.)
- 11.2.7 <u>Final acceptance</u> of each vehicle shall be provided in writing by the Director of the Division of Public Transit or his/her authorized representative.
- 11.2.8 All warranties as described in this contract shall begin with the first day after the date of final acceptance of each vehicle. Vendor shall furnish Notification of Delayed Delivery Date of In-Transit Mileage Accumulation Forms for completion by the Division of Public Transit upon acceptance of the vehicle.
- 11.2.9 Prompt Payment The prime Vendor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each sub-contractor within fifteen (15) days after the sub-contractor's work is satisfactorily completed. Any delay of postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Division of Public Transit. This clause applies to both DBE and non-DBE sub-contractors.

12. DELIVERY AND RETURN:

- 12.1 Delivery Time and Location: Vendors shall specify approximate delivery dates when submitting bids. Delivery of the vehicle shall be completed within 150 days after receipt of executed contract documents. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 12.2 Late Delivery: The Division must be notified in writing if delivery is delayed for any reason. The request for extension must be received by the Division of Public Transit no less than ten (10) days prior to the originally planned vehicle delivery date and must include detailed justification for the length of the time extension. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

12.3 Delivery shall be FOB destination to:

Kanawha Valley Regional Transit Authority (KRT) 1550 4th Avenue, Charleston, WV 25324

Vendor must contact KRT 24 hours before delivery at 304-343-7594. Delivery will be accepted Monday through Friday, between 9 a.m. and 2 p.m. exclusive of State holidays. Any delay in delivery resulting from the common carriers operations, accidents, or mechanical failures in route shall be construed as a cause beyond the Vendor's control.

However, the Vendor shall have the responsibility of releasing the vehicle to the common carrier in time to reach the delivery site under normal delivery conditions.

- 12.4 In case the delivery of the complete vehicle shall be necessarily delayed because of strike, Injunction, civil disturbance, government controls, or by reason of any cause or circumstances beyond the control of the Vendor, as detailed in writing by the Vendor, the term of completion of delivery shall be extended by a number of days to be determined in each instance by mutual agreement of the Division of Public Transit and Vendor.
- 12.5 If the vehicle is delivered over-the-road, a written report shall be submitted by the driver to the Division of Public Transit listing all incidents and unusual vehicle performance during the trip.

Should any service or repair be required during delivery, a comprehensive report shall be submitted to the Executive Director of the Division of Public Transit describing the nature of the service or repair and the cause.

12.6 Prior to acceptance, the Vendor shall have total risk of loss of the vehicle, including any damage sustained during the Vendor's driveway operation. Drivers shall keep a maintenance log enroute and it shall be delivered to the Division of Public Transit with the vehicle.

13. ACCEPTANCE TESTS

13.1 Responsibility

Fully-documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the Division of Public Transit. These acceptance tests shall include pre-delivery inspections and testing by the Division of Public Transit after the vehicles have been delivered.

13.2 Pre-Delivery Tests

The Vendor shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the Division of Public Transit. These pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be documented. Additional tests may be conducted at the Vendor's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements of Section 3: Specifications. This additional testing shall be recorded on appropriate test forms provided by the Vendor.

The pre-delivery tests will be scheduled and conducted with sufficient notice so that they may be witnessed by the resident inspectors, who may accept or reject the results of the tests. The results of pre-delivery tests, and any other tests, will be filed with the assembly inspection records for each vehicle. The under-floor equipment will be made available for inspection by the resident inspectors, using a hoist. A scaffold, or elevated platform will be provided by the Vendors to easily and safely

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inspect vehicle roofs. Delivery of each vehicle will require written authorization of a resident inspector. Authorization forms for the release of each vehicle for delivery will be provided by the Vendor. An executed copy of the authorization will accompany the delivery of each vehicle.

13.3 Inspection - Visual and Measured

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in a static condition do function as designed.

14 Total Vehicle Operation

Total vehicle operations shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion.

Each vehicle shall be driven for a minimum of 15 miles during the road tests. Observed defects shall be recorded on the test forms. The vehicle shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests.

15 Final Pre-Delivery Inspection: Prior to delivery, all vehicles must be

thoroughly inspected and serviced in compliance with the manufacturer's prescribed procedures which includes but is not limited to:

- a. Complete vehicle lubrication;
- b. Confirm oil level, fill crank case as needed, top off all fluids;
- c. Adjust engine to proper operating condition;
- d. Verify tire pressure and correct as necessary;
- e. Check front end alignment or four wheel alignment, perform alignment, and balance all tires;
- f. Wash/Clean interior and exterior of vehicle. Remove all unnecessary tags, stickers (including window stickers), papers, tags, etc.
- g. Upon delivery, the vehicles fuel tanks shall be full of fuel;
- h. Affix a valid West Virginia Inspection Sticker to the windshield. The vehicle must be inspected in the month delivered.

- No dealer insignia or other advertising shall be affixed to the vehicle or appear on any accessory such as mud flaps, bumpers, deck lids, etc. Vehicles delivered with such advertising will be rejected;
- j. Perform operational checks which will cover all controls, systems, and devices, doors, windows, accessories, and road testing of the completed vehicle. Vehicle shall be driven at various speeds; brakes tested for dependability, vehicle checked for rattles, squeaks and must be in compliance with pre-delivery inspection/servicing procedures and make adjustments as necessary.

16 Post-Delivery Tests

The Division of Public Transit shall within fifteen (15) calendar days of **notice from Vendor that vehicle is ready to be inspected for conditional acceptance**, proceed with its inspection of vehicle for conditional acceptance. The Division of Public Transit will conduct acceptance tests on each delivered vehicle. The purpose of these tests is to identify defects that have become apparent between the time of vehicle release and delivery to the Division of Public Transit. The post-delivery tests shall include visual inspection and vehicle operations. The road tests for total vehicle operation are similar to those conducted at the Vendor's plant. Operational deficiencies of each vehicle shall be identified and recorded.

Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The Division of Public Transit shall record details of all defects and shall notify the Vendor of non-acceptance of each vehicle within 5 days after completion of the tests.

Conditional Acceptance of Vehicle's The vehicle shall undergo the Division of Public Transit's acceptance test. If the vehicle passes these tests, conditional acceptance of the vehicle by the Division of Public Transit occurs on the fifteenth day after delivery. Acceptance may occur earlier if the Division of Public Transit notifies the Vendor of early acceptance. If the vehicle fails these tests, it shall not be accepted until the repairs have been made.

17.1 Repairs After Non-Acceptance

The Division of Public Transit may require the Vendor, or its designated representative, to perform the repairs after non-acceptance or the work may be done by the Transit Authority or Recipient Agency's personnel with reimbursement by the Vendor.

17.1.1 Repairs by Vendor

If the Transit Authority or Recipient Agency requires the Vendor to perform repairs after non-acceptance of the vehicle, Vendor's

representative must begin work within five (5) working days after receiving notifications from the Division of Public Transit or Transit Authority of failure of acceptance tests. The Transit Authority or Recipient Agency shall make the vehicle available to complete repairs timely with the Vendor's repair schedule.

The Vendor shall provide, at its own expense, all spare parts, tools and space required to complete the repairs. At the Transit Authority or Recipient Agency's option, the Vendor may be required to remove the vehicle from their property. The repair procedure must be diligently pursued by the Vendor's representatives and the Vendor shall assume risk of loss while the vehicle is under its control.

17.1.2 Repairs by Transit Authority or Recipient Agency

- a) Parts Used. If the Transit Authority or Recipient Agency decides to perform the repairs after non-acceptance of the vehicle, it shall correct or repair the defect and any related defects using Vendor specified parts available from its own stock or those supplied by the Vendor specifically for this repair.
 - Monthly, or at a period to be mutually agreed upon, reports of all repairs covered by this procedure shall be submitted by the Transit Authority or Recipient Agency to the Vendor for reimbursement or replacement of parts. The Vendor shall provide forms for these reports.
- b) Vendor Supplied Parts. If the Vendor supplies parts for repairs being performed by the Transit Authority or Recipient Agency, after non-acceptance of the vehicle, these parts shall be shipped prepaid to the Transit Authority or Recipient Agency from any source selected by the Vendor within ten (10) working days after receipt of the request for said parts, provided said parts are available for shipment.
- c) <u>Return of Defective Components</u>. The Vendor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Vendor.
- d) Reimbursement for Labor. The Transit Authority or Recipient Agency shall be reimbursed by the Vendor for labor. The amount shall be determined by multiplying the number of actual "man-hours" straight wage rate plus 53 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary. These wage and fringe benefit rates shall not exceed the rates in effect at the Transit Authority or Recipients Agency's service garage at the time the defect correction is made.
- e) Reimbursement for Parts. The Transit Authority or Recipient Agency shall be reimbursed by the Vendor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and ten (10) percent handling cost.

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17.1.3 <u>Delivery Payment/Risk of Loss</u>: Standard order delivery shall be F.O.B. destination to the Agency's designated location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

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 Manager: Adam Prestifilippo

Telephone Number: (614) 471-2877

Fax Number: (614) 471-8801

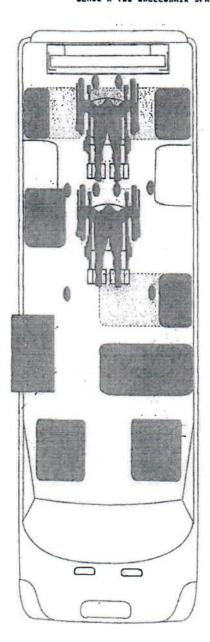
Email Address: adam@buyabus.net

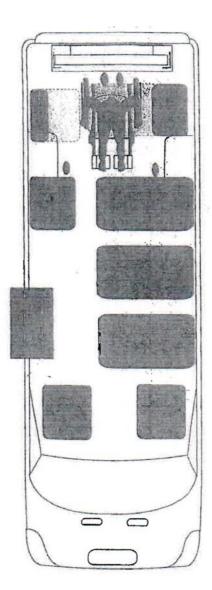
19.4 NOTIFICATION OF FEDERAL PARTICIPATION

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.

20. PROPOSED FLOOR PLANS

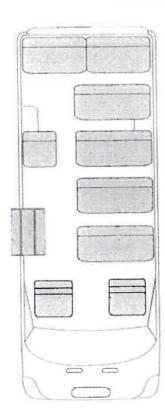
PROPOSED FLOOR PLAN CLASS A TWO WHEELCHAIR SPACES





PROPOSED FLOOR PLAN
CLASS B ONE WHEELCHAIR SPACE

PROPOSED FLOOR PLAN CLASS C MON ACCESSIBLE



21. FEDERALLY REQUIRED BID FORMS

Bid Forms 1-10 are required prior to award. Vendor's may choose to send in with the bid or will be asked to provide them prior to award.

A documentation checklist has been provided for bidder's usage as a convenience tool

BID FORM #1

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

Location(s) of the technical service representative(s). Name: Adam Prestifilippo Address: 3153 Lamb Avenue Columbus, OH 43219 Telephone: (614) 471-2877 Name: Michael Prestifilippo Address: 8120 Howe Industrial Pkwy Canal Winchester, OH 43110 Telephone: (614) 833-0222 Location(s) of parts distribution center(s). Name: Bus Service Inc Address: 3153 Lamb Avenue Columbus, OH 43219 Telephone: (614) 471-2877 Name: Prime-Time Specialty Vehicles Address: 56616 Elk Park Drive Elkhart, IN 46516 Telephone: 866-785-9191

BID FORM #2

CERTIFICATION FOR AIR & WATER POLLUTION

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.
5/2/2021
Date
Classic Son
Authorized Signature
National Sales Manager
Title
Bus Service Inc
Company Name

BID FORM #3

DISADVANTAGED BUSINESS ENTERPRISE VENDORS/ MANUFACTURERS CERTIFICATION

(Chec	k appropriate statement)
	The Vendor, if a transit vehicle manufacturer, hereby certifies that it has complied with the requirements of 49 CFR Section 26.49 by submitting an annual DBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not disapproved by FTA.
$\sqrt{}$	The Vendor, if a non-manufacturing supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR Section 26.49.
5/2/20	021
Date	prized Signature
Natio	nal Sales Manager
Title	
Bus S	Service Inc

Company Name

BID FORM #4

BUY AMERICA CERTIFICATION ROLLING STOCK

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:

5/2/2021	
Date	_
Authorized Signature	
Bus Service Inc	
Company Name	
Adam Prestifilippo	_
Name	
National Sales Manager	
Title	
Transportation Assistance Act of 1982, as amended	comply with the requirements of section 165(b) (3) of the Surface i, 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

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.

5/2/2021	
Date	
Authorized Signature	
National Sales Manager	
Title	
Bus Service Inc	
Company Name	

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

Bus Service Inc	hereby	certifies the	at it	
IS or				
IS NOT (specify one) included on the. U.S. information available at https://www.sam.gov .	GSA's	debarment	and	suspension
5/2/2021				
Date Authorized Signature				
National Sales Manager Title				
Bus Service Inc				
Company Name				

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BID FORM #7

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

The Pr	imary Participant (applicant for an FTA grant or	cooperative agreement, or potential contractor for
a majo	r third-party contract),	
	Bus Service Inc	(COMPANY NAME) certifies to the best
of its k	mowledge and belief, that it and its principals:	
1.	Are not presently debarred, suspended, propose voluntarily excluded from covered transactions	
2.	obtaining, attempting to obtain, or performing a	n of fraud or a criminal offense in connection with a public (Federal, State or local) transaction or Federal or State antitrust statutes or commission
3.	사람들 마스트 시간 교육 아니는	ninally or civilly charged by a governmental entity by of the offenses enumerated in paragraph (2) of
4.	Have not within a three-year period preceding transactions (Federal, State, or local) terminate	this application/proposal had one or more public d for cause or default.
contra		or cooperative agreement, or potential third party in this certification, the participant shall attach an
	RIMARY PARTICIPANT (APPLICANT FOR EMENT, OR POTENTIAL CONTRACTOR FOR Bus Service Inc	

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TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31

U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

National Sales Manager

BID FORM #8

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.

Authorized Signature
National Sales Manager
Title
Bus Service Inc
Company Name
SPECIFICATION COMPLIANCE
NOTE: <u>Please check</u> if what is offered is in exact compliance with specifications. Any discrepancies must be listed as an attachment to the bid proposal. Exact dimensions and/or descriptions must be provided as a part of the Vendor's bid proposal when submitted.
Bid proposal submitted meets and/or exceeds all specification requirements.

Bid proposal submitted contains deviations from specification requirements.

descriptions of these deviations have been provided with this bid proposal.

Detailed

5/2/2021

BID FORM #9

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.

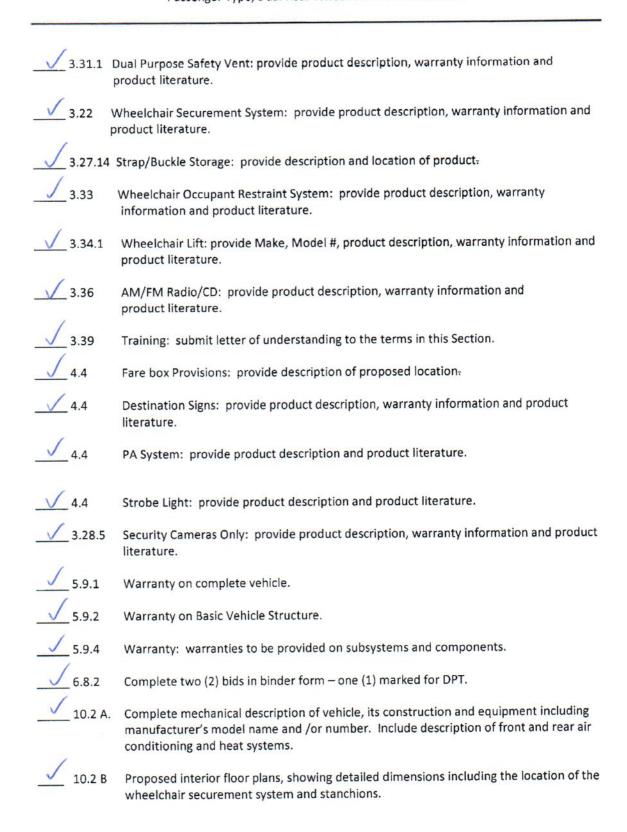
The (Vendor, Contractor)	Bus Service Inc	, certifies or affirms the truthfulness
	ement of its certification and disclosure hat the provisions of 31 U.S.C. §§ 3801	, if any. In addition, the (Vendor, Contractor
disclosure.	nat the provisions of 31 0.5.0. 99 5001	, et seq., apply to this certification and
5/2/2021	Of the	
Date	Authorized Signature	
National Sales Manag	ger	
Title		

BID FORM #10

BID DOCUMENTATION CHECKLIST

	N	lodel Year:	2022	Model:	Med-Transit
Bid For	ms				
	Bid Form #1:	Locations of 1	Technical Service	Representat	tives and Parts Distribution Centers
	Bid Form #2:	Certification	for Air & Water F	ollution	
	Bid Form #3:	Disadvantage	d Business Enter	prise Vendo	rs/Manufacturers Certification
	Bid Form #4:	Buy America	Certification Roll	ing Stock	
	Bid Form #5:	Federal Moto	r Vehicle Safety	Standards Ce	ertification
	Bid Form #6:	U.S. Comptro	ller's Debarmen	t List Certifica	ation
	Bid Form #7:		of Primary Partic Suspension, and		ing nsibility Matters
	Bid Form #8:	Vendor's Cer	tification of Und	erstanding ar	nd Acceptance
	Bid Form #9:	Certification	of Restrictions o	n Lobbying	
/	Exhibit A Pric	ing Page			

Documentation - Required before award: Referenced √ 3.3.1.1 Engine: 3.5 Liter EcoBoost V-6 gasoline engine – provide product description, warranty information and product literature. High Idle System: provide product description, warranty information and product √ 3.3.2 literature. Transmission (separate cooling system): provide product description, warranty information and product literature. Back Up Camera System: provide product description, warranty information and product literature. Tires: provide product description, warranty information and product literature. 3.12.1 Alternator: provide product description, warranty information and product literature. Exterior Vinyl Colors: provide samples/chart of available colors. Undercoating and Rustproofing: provide product description, warranty information and 3.17.1 literature. 3.18.3 Ambulatory Passenger Entrance/Exit: provide location, size, door operating details. Stepwell Heater: provide product description, warranty information and product literature. √ 3.23.5 Floor Covering: provide samples of floor covering and colors to be provided. Seating: provide product description, warranty information, product literature and √ 3.27 color charts for all of the seating products to be utilized. Proposed floor plans. √ 3.27.16 Driver's Seat: provide description of product. 3.30.3. Exterior Mirrors: provide product description, warranty information and product literature.



10.2 C.	Curb weight (empty weight) and gross vehicle weight rating (GVWR) of vehicle.
	Samples or paint charts of available exterior paint colors and vinyl.
10.2 H.	Identification of the conversion location of the van.
10.2 l.	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:

Vendor's Name: Bus Service Inc	
Authorized Signature:	Date: 5/3/2021
State of Ohio	
County of Franklin , to-wit:	
Taken, subscribed, and sworn to before me this 3 day	of <u>May</u> , 2021.
My Commission expires Other 35	, 20 <u>35</u> .
AFFIX SEAL HERE	NOTARY PUBLIC Juliane

.ucianne Thornton-Wourms
Notary Public
State of Ohio
My Commission Expires

Purchasing Affidavit (Revised 01/19/2018)

REQUEST FOR QUOTATION

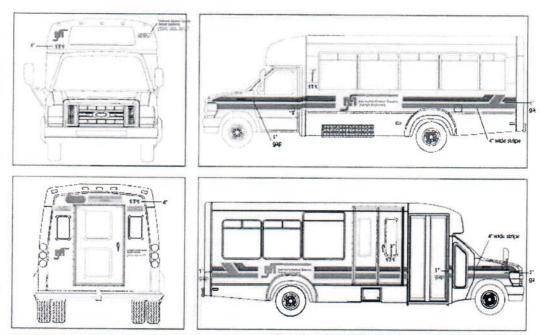
PASSENGER TYPE DUAL REAR TIRE VAN (NON-RAISED ROOF) EXHIBIT A PRICING PAGE

CLACC	VEHICLE DISCRIPTION		NIT PRICE PER	ESTIMATED	EXTENDED
CLASS	VEHICLE DISCRIPTION		VEHICLE	QUANTITY	PRICE
Α	Vehicle with Two Wheelchair (WC) Positions	\$	63,697.00	5	##########
В	Vehicle with One Wheelchair (WC) Position	\$	63,302.00	5	##########
С	Vehicle Non-Accessible	\$	57,352.00	5	#########
D	Vehicle/ Two WC / Fixed Route Package	\$	69,907.00	5	#########
E	Vehicle One WC / Fixed Route Package	\$	68,862.00	5	#########
F	Vehicle / No WC / Fixed Route Package	\$	61,812.00	5	#########
G	Vehicle / Two WC/ Fixed Route Package Exterior Paint Scheme	\$	70,407.00	5	#########
Н	Vehicle / One WC / Fixed Route Package Exterior Paint Scheme	\$	69,262.00	5	#########
1	Vehicle / No WC / Fixed Route Package / Exterior Paint Scheme	\$	62,312.00	5	##########

	TOTAL BID EVALUATION	#########
*Complete form provided.		
*Please note these are only estimated quantities and do not reflect		
any guarantee of purchase.		
*The DPT may purchase more or less as needed.		
*Please do not alter pricing page.	1	



Fairmont-Marion County Transit Authority



^{*} Graphic colors and placement are representative, the final product may vary. 125 Wild Cardinal Red 266 Patriot Blue 2° White Conspiculty Tape

HERE & THERE TRANSIT





Ohio Valley Eastern Ohio Regional Transit





Bluefield Area Transit



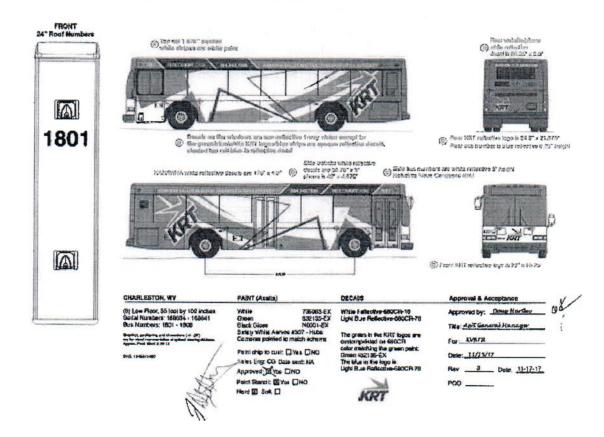


Buckwheat Express





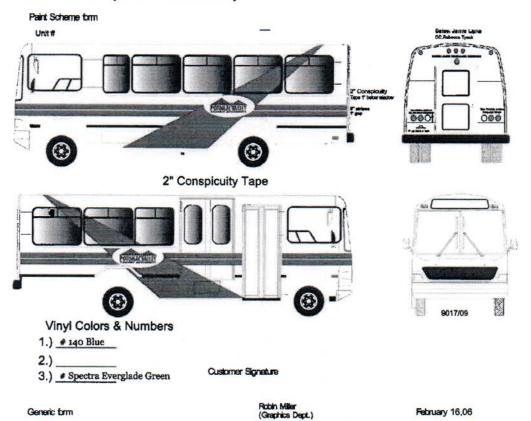
Kanawha Valley Regional Transit Authority



Eastern Panhandle Transit Authority



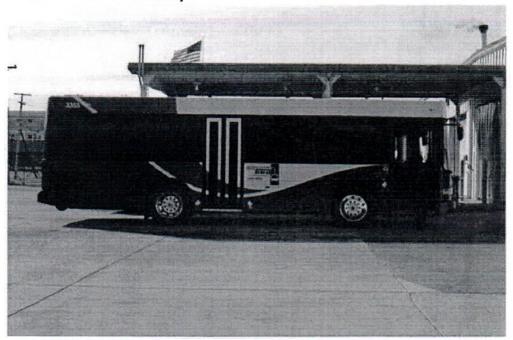
Potomac Valley Transit Authority



Little Kanawha Transit Authority



Tri-State Transit Authority





Mid-Ohio Valley Transit Authority

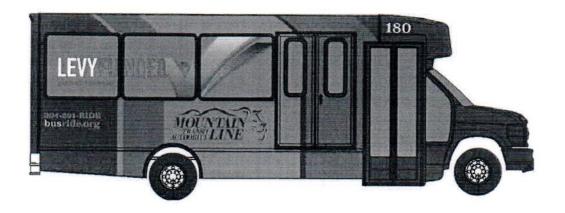


Tri-River Transit





Mountain Line Transit Authority

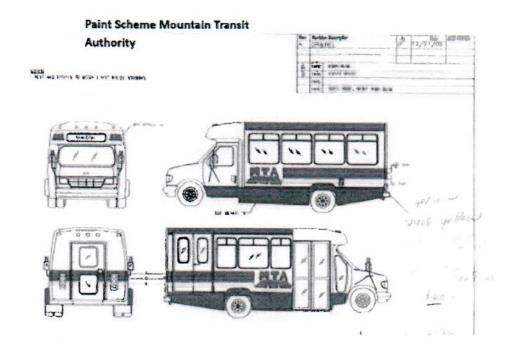




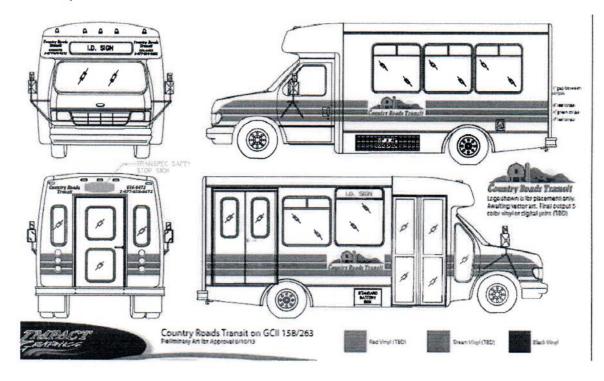
New River Transit



Mountain Transit Authority



Country Roads Transit



5310 Logo and Striping Example





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

State of West Virginia Centralized Request for Quote Vehicles

Proc Folder:

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

Date Issued Solicitation Closes Solicitation No 0805

PTR2100000009

Version

2021-04-30

2021-05-06 13:30 CRFQ

2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code: 000000172406

Vendor Name: Bus Service Inc.

Address: 3153

Street: Lamb Ave

City: Columbus

State: OH

Country: USA

Zip: 43219

Principal Contact: Adam Prestifilippo

Vendor Contact Phone: (614) 471-2877

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor

Signature X

FEIN# 31-0965364

DATE 5/3/2021

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 DIVIS	SION	PUBLIC TRANSIT DIVISION OF	
BLDG 5 RM 650		KANAWHA VALLEY REGIONAL TRANSPORTATION AUTHORITY	
1900 KANAWHA BLVD	Ē	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 #	Washington all an ex-
25101502	Prime-Time Specialty Vehicles	Passenger Dual Rear Tire Vans (non-raised roof)	Med-Transit	

Extended Description:

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

SCHEDULE OF EVENTS

COLLEGE OF		() 医多种性 医多种性 医多种性 医多种性 医多种性 医多种性 医多种性 医多种性
Line	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.

-			the back of the second of the
	[]		Modify bid opening date and time
	[1	Modify specifications of product or service being sought
	[•	/1	Attachment of vendor questions and responses
	[1	Attachment of pre-bid sign-in sheet
	[]	Correction of error
]	1	Other

Description of Modification to Solicitation:

Applicable Addendum Category:

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.

(Che	ck th	e bo	ox next to each addendum	received	i)	
	[•	/ j	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	ſ	1	Addendum No. 10

Addendum Numbers Received:

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.

Bus Service Inc

Company

Authorized Signature

5/2/2021

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.